



**CITY OF TWO RIVERS  
CITY COUNCIL AGENDA  
Monday, April 19, 2021  
Council Chambers – City Hall – 6:00PM  
Regular Meeting**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL BY CITY CLERK**
- 4. CONSIDERATION OF ANY COUNCIL MEMBER REQUESTS TO PARTICIPATE IN THIS MEETING FROM A REMOTE LOCATION**
- 5. PUBLIC HEARING**
- 6. INPUT FROM THE PUBLIC**
- 7. COUNCIL COMMUNICATIONS**  
Letters and other communications from citizens
- 8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES**
- 9. CITY MANAGER'S REPORT**
  - A. Invited Guests
    1. Invited Guests
      - a. Joe Kaiser, Recently Promoted to Journeyman Lineman
      - b. Eli Bolf, New Wastewater Mechanic
    2. Tammy Desten, Senior Center Director, Resolution of Commendation for 2019 Senior Center Volunteer of the Year, John Stueck and 2020 Senior Center Volunteer of the Year, Tera Holewinski and Declaring the Week of April 18-24 as Volunteer Week

Recommended Action:  
Motion to read and adopt the resolution

**B. Status/Update Reports**

1. Congratulations to Re-Elected Councilmember Curt Andrews and Councilmembers-Elect Jeff Dahlke and Tracey Koach
2. Status Report on 24th Street Reconstruction Project
3. Tentative Schedule for 25th and Madison Streets Reconstructions Project
4. Report From Most Recent Splash Pad/Ice Rink Meeting, Held on April 8, 2021
5. Upcoming Inspection Work at Bellevue Reservoir; Impact on Water Pressure in North Side Pressure Zone
6. Updated Emergency Preparedness Guide
7. Upcoming Events: Arbor Day Tree Planting at New Cemetery; Arbor Day Clean Up at Anhalt Park on May 1st from 4-6pm
8. City Staffing Updates
9. Other

**C. Legislative/Intergovernmental Update**

1. State Budget -- Issues for Municipalities
2. Update on Discussions with City of Manitowoc and Manitowoc Area Visitor and Convention Bureau, Regarding a New Tourism Services Agreement

MAVCB Renewal Proposal City

**10. CONSENT AGENDA****A. Presentation of Minutes**

1. City Council - Regular Meeting April 5, 2021

Recommended Action:

Motion to waive reading and adopt the minutes.

**B. Applications and Petitions**

1. New Application for Combination Class "A" Beer/"Class A" Liquor License
  - a. Chandraagiri Petroleum LLC, 816 22nd Street, Two Rivers, WI dba Patsy's Mobil for the period of April 20, 2021 through June 30, 2021; Lekha Timilsaina, Agent (1315B 22nd St., Two Rivers, WI 54241); replaces the license surrendered by Patsy's Hwy 42 Mobil Mart, LLC

Recommended Action:

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

2. New Cigarette License Application for Chandraagiri Petroleum LLC, 816 22nd St., Two Rivers dba Patsy's Mobil for the period April 20, 2021 to June 30, 2021, all Over-the-Counter Sales

Recommended Action:

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

**C. Reports**

1. Minutes of Meetings
  - a. Public Utilities, April 7, 2021

- b. Plan Commission, April 12, 2021
- c. Advisory Recreation Board, March 9, 2021
- d. Library Board, March 9, 2021
- e. Branding & Marketing Committee, March 4, 2021
- f. Committee on Aging, March 3, 2021
- g. Board of Canvassers, April 7, 2021
- h. Personnel & Finance Committee, April 7, 2021
- i. Business & Industrial Development Committee / Community Development Authority, March 23, 2021
- j. Room Tax Commission, April 1, 2021
- k. Room Tax Commission, April 12, 2021
- l. Splash Pad & Ice Rink Special Planning Committee, April 8, 2021

Recommended Action:

Motion to receive and place on file

2. Department Reports for March 2021

- a. Clerk
- b. Community Development
- c. Electric
- d. Fire
- e. Inspections
- f. Library
- g. Parks & Recreation
- h. Public Works
- i. Safety
- j. Water

Recommended Action:

Motion to receive and file

**RECOMMENDED ACTION FOR CONSENT AGENDA**

Motion to approve the Consent Agenda with the various actions recommended

**11. CITY COUNCIL - FORMAL ITEMS**

A. Proclamation of Arbor Day April 30, 2021

Recommended Action:

Motion to waive reading and adopt the Proclamation

B. Official Newspaper Declaration and Bid

Recommended Action:

Motion to accept bid as submitted and declare the Herald Time Reporter as the official newspaper of the City of Two Rivers

C. Concessionaire Agreement for Neshotah Beach Concession Stand with Ice Clouds

Recommend Action:

Motion to authorize the Director of Parks & Recreation and City Clerk to sign the agreement on behalf of the City, with any changes as approved by the City Manager and City Attorney

- D. Amendment to the 2021 Capital Budget to Provide Additional \$28,000 for Playground Equipment at Neshotah Park

Recommended Action:

Motion to amend the 2021 Capital Budget

- E. Resolution Directing Staff to Proceed with Activities Necessary for the Creation of a new Tax Increment Financing District (TID No. 15) to Assist with New Development on Forest Avenue

Recommended Action:

Motion to waive reading and adopt the Resolution

- F. Resolution Addressing Role of the Community Development Authority in "Transform Two Rivers" and Other Housing Initiatives

Recommended Action:

Motion to waive reading and adopt the resolution

- G. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,915,000 General Obligation Promissory Notes -- Funding for 2021 Capital Projects

Recommended Action:

Motion to waive reading and adopt the resolution

- H. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$800,000 Taxable General Obligation Refunding Bonds

Recommended Action:

Motion to waive reading and adopt the resolution

- I. City Manager's Designation of Acting City Manager—City Manager has Designated Chief of Police Brian Kohlmeier to Serve as Acting City Manager in his Absence for the Coming Year

- J. Follow-up to Discussion at March 29 Council Work Session, Regarding Possible Limited Use of ATV's and UTV's on City Streets

Recommended Action:

Council discretion

- K. Consideration of Terminating or Maintaining Emergency Order Requiring Masks Inside City Buildings

Recommended Action:

Council discretion -- City Manager recommends leaving order in place (no action)

- L. License Agreement with Klein Concessions, LLC for Rental of Non-Motorized Watercraft from a Location at Neshotah Beach

Recommended Action:

Motion to authorize the City Manager and City Clerk to sign the agreement on behalf of the City, with any changes as approved by the City Manager and City Attorney

## **RECOMMENDATION FROM THE PLAN COMMISSION MEETING ON APRIL 12, 2021**

- M. Zoning Code Text Amendment to add Limited Production and Processing as a Conditional Use in certain Business Districts

Recommended Action:

Motion to schedule a Public Hearing on May 3, 2021 at 6:00 PM

### **12. FOR INFORMATION ONLY**

- A. City Council Re-Organizational Meeting, Tuesday, April 20, 2021, 6:00 PM
- B. City Council Work Session, Monday, April 26, 2021, 6:00 PM
- C. City Council Regular Meeting, Monday, May 3, 2021, 6:00 PM

### **13. CLOSED SESSION**

The City Council reserves the right to enter into Closed Session, per Wisc. Stats 19.85(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
- Discuss Sale or Redevelopment of City-Owned Paragon Property

### **14. RECONVENE IN OPEN SESSION**

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

### **15. 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.



## Resolution of Commendation

**WHEREAS**, the City of Two Rivers has richly benefited from the dedication of volunteers in service to the City Committees, Boards, Community Events, Recreational Programs, School System, and the Senior Center; and

**WHEREAS**, volunteers of today contribute to the well-being of fellow residents, visitors and the health and happiness of all our citizens by constantly giving their time and energy without the need of recognition, compensation or personal gain, accepting an ever-increasing and important role as our community strives to meet the needs of a changing demographic; and

**WHEREAS**, volunteers are visible throughout the community donating their time, talents, and efforts by cleaning trails and parks, staffing museums, food pantries, visitor centers, special events and the senior center, and transporting senior citizens and delivering meals to homebound residents to meet their daily needs; and

**WHEREAS**, John Stueck, our 2019 Volunteer of the Year, has made a significant contribution to the total of 25,479 hours valued at \$184,723 at minimum wage rates, served by 298 different people during the year; and

**WHEREAS**, Tera Holewinski, our 2020 Volunteer of the Year, has made a significant contribution to the total of 8,795 hours valued at \$63,764 at minimum wage rates, served by 263 different people during the year; and

**WHEREAS**, the Rotary Club of Two Rivers and the Two Rivers Senior Center will co-host the **66th and 67th Volunteer Appreciation Carry-Out Luncheon** at the Senior Center on Thursday, April 22.

**NOW, THEREFORE**, the City Council of the City of Two Rivers hereby designates that the week of April 18 through April 24, 2021 be designated as

### **VOLUNTEER WEEK**

In the City of Two Rivers; and

**FURTHER**, we encourage all citizens to be involved and volunteer in our community; and

**FURTHER**, we recognize John Stueck as the 2019 Volunteer of the Year and Tera Holewinski as the 2020 Senior Center Volunteer of the year, and the many volunteers of the Two Rivers Community for all the dedicated work they provide to the City.

**Dated this 19th day of April 2021.**

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April 13, 2021

### City of Two Rivers Proposal for a New Tourism Services Agreement

City of Two Rivers affirms the benefits of maintaining a cooperative approach to tourism and promotion by the Cities of Two Rivers and Manitowoc, as has existed since 2007, and proposes the following for a successor to the current Tourism Services Agreement expiring December 31, 2021:

1. **A new Tourism Services Agreement with a three-year term, January 1, 2022 through December 31, 2024**
2. **No “early termination” clause, like exists in the current, 5-year Agreement.** Such a clause effectively makes it a one-year agreement and creates too much uncertainty for all parties.
3. **Maintain the current Board structure**, which provides for 7 “Manitowoc” representatives and 6 “Two Rivers” representatives

This has been the makeup of the board, more or less, since Two Rivers first partnered with the MAVCB and the City of Manitowoc on January 1, 2007. (Board size increased from 11 members, 6 Manitowoc/5 Two Rivers, to 13 members, 7 Manitowoc/6 Two Rivers, under the current Agreement.) Mayor Nickels has proposed that the board makeup be changed, so representation would be in direct proportion to room tax revenues, giving “Manitowoc” representatives a 10-3 or 9-4 majority.

While certain of the board members are identified as “Manitowoc representatives” or “Two Rivers representatives,” the board functions to promote tourism throughout the area, without regard to municipal boundaries. After 15 years of this partnership, we do not be limited to only 3 or 4 of the 13 seats, regardless of what TR-based tourism organizations may have to offer.

4. **Address board membership by area organizations and attractions** that lie outside the city limits of Manitowoc and Two Rivers, but contribute to area tourism activity in the two cities—say, entities with a Manitowoc or Two Rivers mailing address. Examples of such entities would include: Pinecrest Historical Village, Wisconsin Farm Discovery Center, Point Beach State Forest.

Suggest doing so by replacing the two citizen appointments by the Mayor and City Manager with two appointments by the MAVCB Board of individuals who are involved in tourism-related businesses or organization, located either within or outside of the two cities.

5. **Maintain current provisions for appointments to the 13-member MAVCB Board, with one recommended change as described in #4 above:**
  - 2 appointees from the governing bodies of the two cities
  - ~~--2 citizen appointees by the Mayor and City Manager, subject to approval by their councils~~
  - 2 larger room tax paying entities in Manitowoc
  - 1 largest room tax paying entity in Two Rivers
  - 6 appointees by the MAVCB Board, as representatives of tourism-related businesses or organizations: three from Manitowoc, three from Two Rivers**Add: 2 appointees by the MAVCB Board, as representatives of tourism-related businesses located either in Manitowoc, in Two Rivers, or in located outside of the two cities but judged to be contributors to tourism in the two cities.**

Mayor Nickels has proposed making all 8 of the citizen/tourism entity members appointees of the cities, appointed by the Mayor or City Manager, subject to approval by the respective councils. Result: All but 3 of the 13 board members would be appointed by the cities.

This is contrary to the intent of a 501(c)6 organization like MAVCB, which is to promote the interests of parties having a common business interest—in this case, tourism promotion and development. Further, the City of Two Rivers is concerned that appointment of a majority of the MAVCB board by governmental entities will endanger the MAVCB's 501(c)6 status.

6. **Add language to provide that MAVCB Visitor Center shall remain at its current location for the term of the new Agreement**, unless otherwise mutually agreed by the parties to the Agreement; further, that there shall be no rent or other charges to the MAVCB by the City of Manitowoc as a condition for such use of the Visitor Center building and property, other than as mutually agreed by the MAVCB and Manitowoc.

Further provide that the MAVCB shall be responsible for the following at the Visitor Center property (whether contracted out or through a payment for services provided by Manitowoc):

- a. Interior and exterior maintenance of the building,
- b. Maintenance of landscaping, flower beds, etc. inclusive of lawn cutting
- c. Snow and ice control in parking lot and sidewalk snow removal and ice control immediately adjacent to the building,
- d. Repairs or alterations to the leased premises with a cost of less than \$5,000
- e. Garbage removal
- f. Insurance

Repairs or alterations costing \$5,000 or more would be subject to negotiation between the City of Manitowoc and the MAVCB.

The City of Two Rivers is, however, opposed to having the MAVCB pay “rent” to the City of Manitowoc for the Visitor Center—such payment would only reduce the resources available for the MAVCB's primary mission of tourism promotion and development.

7. **Modify the language of Article II, Section 2, titled “Termination of MAVCB and Disposition of Assets,”** to provide for sharing with Two Rivers a pro rata share of any cash reserves of the MAVCB in the event the MAVCB ceases to exist, to the extent such reserves have increased since Two Rivers joined with the City of Manitowoc and the MAVCB in a tourism partnership. Base that pro-ratio on the MAVCB's total receipts of room tax from each of the cities since Two Rivers first joined with Manitowoc and the MAVCB in 2007.

Reason for this proposal: The MAVCB's cash assets have grown considerably since the Two Rivers Joined with that organization and Manitowoc under a joint Tourism Services Agreement; to the extent Two Rivers has contributed to that increase in cash assets, it should share in any distribution of cash assets upon dissolution of the MAVCB, should that ever occur.

Total Cash per 2006 Audit: \$ 30,963

Total Cash Per 2019 Audit: \$333,048

8. **Agree to hold at least one annual joint meeting of the Room Tax Commissions and the MAVCB Board** (suggest in October of each year) to identify measurable goals and objectives for the MAVCB for the coming year; MAVCB to report back to the Room Tax Commissions (individually or in jointly) about progress on those goals and objectives, on a quarterly basis.



**CITY OF TWO RIVERS  
COUNCIL PROCEEDINGS  
REGULAR MEETING  
Monday, April 5, 2021 – 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
Kay Koach	Councilmember	Present	
Adam Wachowski	Councilmember	Present	
Bill LeClair	Councilmember	Present	
Bonnie Shimulunas	Councilmember	Present	
Curt Andrews	President	Present	
Darla LeClair	Vice-President	Present	
Jay Remiker	Councilmember	Present	
John Casavant	Councilmember	Present	
Mark Bittner	Councilmember	Present	

Also present were Dave Buss, Finance Director; Jeff Dawson, Library Director; Brian Dellemann, Electric Utility Director; Steve Denzien, Fire Chief; Brian Kohlmeier, Police Chief; Jim McDonald, Public Works Director; Rick Powell, EDP Supervisor; Elizabeth Runge, Community Development Director/City Planner; Terri Vosters, Parks & Recreation Director; 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**

None.

5. **PUBLIC HEARING**

- A. **2021-055** Public Hearing on Zoning Code Ordinance Text Amendment to Allow Small Wind Energy Systems in Interior Side Yards and Street Side Yards as Conditional Use in the I-2 Industrial District (Already a Conditional Use in Rear Yards in that District)

Recommended Action:

Motion to waive reading and adopt the ordinance

Elizabeth Runge, Community Development Director/City Planner, explained the requested ordinance text amendment to modify Municipal Code Section 10-1-16 to allow for small wind energy systems in interior side yards and street side yards in addition to the already allowed rear yards in the I-2 Industrial District as a conditional use.

Three calls for public input by those attending in person were made and there was no one wishing to comment during the public hearing.

Three calls for public input via telephone were made and there were no callers.

**RESULT:**     **APPROVED WITH ROLL CALL [8 TO 1]**  
**MOVER:**     Jay Remiker, Councilmember  
**SECONDER:** Bill LeClair, Councilmember  
**AYES:**       Kay Koach, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner  
**NAYS:**       Adam Wachowski

## 6. INPUT FROM THE PUBLIC

- A. Petition from Property Owners and Tenants on 24th Street, Requesting the Street be Widened

Recommended Action:

Motion to affirm the prior decision, to rebuild the street at its current width

Mr. Buckley detailed a petition submitted to the City signed by residents of 17 different properties along the 24th Street construction zone who want the street widened to 32 feet during the construction process. A map of the area identifying those 17 properties along with a diagram of trees expected to remain, already removed, and expected to be removed if the street were to be widened was presented.

Shannon Derby - 1713 24th Street - Stated full size pickup trucks have difficulty navigating along the narrow street and there are many reasons to widen the street that don't have to do with trees. Currently the residents cannot safely back out of their driveways and widening the streets would allow for safer traffic flow. The residents that are not in favor of widening the street have access to an alley.

Wendy Marsh - 1412 24th Street - Stated she only received one letter regarding a meeting at which widening the street was discussed, then at the subsequent meeting where narrowing it was discussed, none of the residents who signed the petition were in attendance. She asked the City to address the communication issues that have been apparent during this process.

George Rivera - 1613 24th Street - Stated that he was in attendance at the first meeting where widening the street was discussed and didn't attend any future meetings because he wasn't aware there were discussions to reduce the width from what was initially discussed.

Jayne Rulseh - 1409 24th Street - Stated the section of 24th Street between Washington and Jefferson Streets is very historic and the City needs to address the sections of the street separately and come up with two solutions. She also expressed frustration that this project has offered no transparency stating that these discussions about widening or narrowing the street should have already been had earlier and not when the project is already underway.

Danielle Frahm - 1624 24th Street - Stated backing in and out of her driveway in a minivan is not possible if there are cars parked on the other side of the street. She can't afford the assessment that is being placed on the property, but if the project is going to get done, she wants it done right.

Jodi Lewis - 2402 Jefferson Street - Stated she agrees with Ms. Marsh and Ms. Rulseh, the whole project has been a fiasco. Letters should have been mailed to all property owners detailing when all meetings were taking place. She understands the point of view from the people who want the street widened and the City should do two separate street widths to accommodate everyone.

Gary Hansen - 1713 24th Street - Stated he is a property owner, but does not live at the residence on 24th Street. The Council has not done a good job on this project and should consider two separate street widths even if it will not make everyone happy.

Council President Andrews apologized for the communication issues and how the meeting information was distributed.

With no others present and wishing to comment on the issue, three calls were made for public input via telephone.

Marge Erickson - 1506 24th Street - Stated she was not even informed about the street being widened to 32 feet and doesn't have a problem with the 28 foot street width.

Vicki Franco - 1413 24th Street - Stated the street should be kept at 28 feet and not expanded.

Motion to widen 24th Street from Forest Avenue to Washington Street to 32 feet and keep 24th Street between Washington and Jefferson Streets at 28 feet while keeping special assessment amounts at an amount not greater than approved at the March 15th meeting.

**RESULT: APPROVED AS AMENDED [8 TO 1]**

**MOVER:** Mark Bittner, Councilmember

**SECONDER:** Bill LeClair, Councilmember

**AYES:** Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

**NAYS:** Kay Koach

The first call for public input on items not related to the 24th Street project was made.

Jeff Dahlke - 3727 Adams Street - Stated that creating a mask mandate will open the City up to lawsuits.

Mary Timm - 2808 River Lane - Informed the Council of the Jean Wolfmeyer Tribute Fountain that is being placed at the corner of 8th Street and Maritime Drive in Manitowoc. She asked the City of Two Rivers to consider making a contribution to the fountain to recognize Jean Wolfmeyer's contribution to the arts community in Two Rivers during her many years of dance instruction.

The second and third calls for public input by people in attendance were made and there was no one wishing to comment.

The first call for public input via telephone was made.

Neal Jacquart - 1409 25th Street - Encouraged the City to not issue a mask mandate.

The second and third calls for public input via telephone were made and there were no callers

## 7. COUNCIL COMMUNICATIONS

### Letters and other communications from citizens

Councilmember Wachowski stated he received a few phone calls regarding the City implementing a mask mandate. Some were in favor and some opposed.

Councilmember Remiker stated he received a complaint from a resident who lives near the beach that asked that bikers be reminded that they also need to obey traffic laws.

Councilmember Bittner stated he received a phone call from a resident that wanted to encourage the City to continue requiring masks.

Councilmember B. LeClair stated he had a resident question him about last month's utility billing insert and the \$1.2 million budgeted for a new ladder truck. Fire Chief Denzien addressed the Council and indicated that the new ladder truck will be replacing a 1992 Pierce truck that is approaching 30 years of use while the useful life of a ladder truck is typically 20-25 years.

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

Councilmember Bittner stated that the Room Tax Commission met last week and is preparing for a joint meeting with the City of Manitowoc. He also reminded members of the Council that any changes to the strategic plan document need to be submitted prior to the April 7 Personnel and Finance Committee meeting.

President Andrews stated the Celebrate Two Rivers Committee had their first meeting for the 2nd Annual Celebrate Two Rivers which will be held at Walsh Field on August 28. For more events in Two Rivers, check [www.exploretworivers.com](http://www.exploretworivers.com).

## 9. CITY MANAGER'S REPORT

### A. Invited Guests

1. Terry Ehle, Youth Services Coordinator, Lester Public Library, Regarding Library's Participation in a Nation-Wide Pilot Study on Use of Resources from the Reimagining School Readiness Toolkit to Help Prepare Young Children for School

Terry Ehle, Youth Services Coordinator at the Lester Public Library, presented to the Council regarding the Library's participation in a nationwide pilot study on the use of resources from the Reimagining School Readiness Toolkit. The library was chosen as one of four libraries in the nation to participate as a case study highlighting the

Lester Public Library as one of the best of the best. The library has been able to adapt their programs during the COVID pandemic and prove their vital role in early childhood learning.

#### B. Status/Update Reports

1. Moratorium on Utility Disconnections for Non-Payment of Bills Ends on April 15, Disconnects will begin April 15  
Mr. Buckley reported on the end of the moratorium on utility disconnections for non-payment of bills. The moratorium has been in place since November 1, 2019 and will end on April 15, 2021. Shutoffs for non-payment will commence on April 15 with all customers with delinquent accounts first being offered the opportunity to enter into a deferred payment agreement.
2. Award of CDBG-CV Grant for Drive-Through Facility at Senior Center has Been Confirmed by the WI Department of Administration: \$88,002  
Mr. Buckley reported on the award of a CDBG-CV grant for a drive-thru facility at the Senior Center to facilitate meal pickup and the Meals on Wheels program. \$88,000 in grant funds were awarded with no local match required.
3. Electric Utility Again Awarded American Public Power Association RP3 Diamond Level Designation as Reliable Public Power Provider, for Years 2021-2024  
Mr. Buckley reported that the Electric Utility was once again awarded an RP3 Diamond Level Designation as a reliable public power provider by the American Public Power Association for the years 2021-2024.
4. Splash Pad and Ice Rink Planning Committee meets on Thursday, April 8 at 6:00 PM  
Mr. Buckley reported that the next meetings of the Splash Pad and Ice Rink Planning Committee will be on Thursday, April 8 at 6:00 p.m. and Thursday, May 6 at 6:00 p.m. The meetings are open to the public and will be held in the Council Chambers with attendance available via Zoom as well. The Committee will be reviewing the three proposed sites - Neshotah Park, Washington Park, and Central Park West.
5. State Senator Andre Jacques will hold a Listening Session at City Hall on Monday, April 19, 11:00 AM to noon  
Mr. Buckley reported on an upcoming listening session with State Senator Andre Jacques being held at City Hall on Monday, April 19 from 11:00 a.m. to noon.
6. Cemetery Clean Up: Remove Winter Decorations by April 15, New Summer Decorations may be placed after May 15  
Mr. Buckley reported on the upcoming cemetery cleanup period. Winter decorations are to be removed from the cemetery by April 15 and new decorations may be placed after May 15.
7. Upcoming Events  
Mr. Buckley reported that Thursday, April 15 there will be a statewide tornado drill. If severe weather is forecasted, the drill will be postponed to Friday, April 16.
8. Other  
Mr. Buckley reported on the City's most recent staffing updates. Chris Vanderveren started as the part-time Cemetery and Parks Maintenance Worker on Monday, April

5. Recruitment is underway for the full-time Police Secretary and full-time Utility Administrative Assistant positions.

Mr. Buckley congratulated the Two Rivers Fire Department and Firefighters Local 423 on another successful fish boil. 730 meals were served safely and efficiently on Friday, April 2 with all proceeds benefiting local charities.

Mr. Buckley reported that the Public Works Department recently took in their final salt delivery for the year. 500 tons of salt are in storage in the DPW sheds for the 2021-2022 snow season.

Mr. Buckley reported that the polls will be open at all four polling locations on Tuesday, April 6 for the Spring Election. Absentee ballots were issued to 826 of the City's 6,651 registered voters.

### C. Legislative/Intergovernmental Update

#### 1. Concern Over Inequities of Funding Provided to Small Cities, Towns and Villages, Versus "Metro" Cities in the American Rescue Plan Act--City Council Resolution Approved March 29, 2021

Mr. Buckley reported on his concerns regarding the inequities of funding provided to small cities, towns, and villages under the American Rescue Plan Act vs. "metro" cities. The resolution approved by City Council on Monday, March 29 is being communicated to Congressman Glenn Grothman, U.S. Senators Ron Johnson and Tammy Baldwin, President Joseph Biden, Vice President Kamala Harris, and Governor Tony Evers. As small, "non-metro" cities, Two Rivers and Manitowoc are receiving approximately \$100 per capita, while "metro" cities, generally cities with populations exceeding 50,000 or the central cities of Metropolitan Statistical Areas (MSA's), are getting anywhere from \$200 to \$700 per capita. Statewide, "metro" cities, with total population of approximately 1,860,000 are receiving \$788 million in Rescue Act funding, amounting to \$423 per capita on average. Wisconsin's "non-metro" cities, villages, and towns, with a total population of 3,940,000 are receiving \$400 million in Rescue Act funding, amounting to \$100 per capita, on average.

#### 2. Upcoming Joint Meeting of Two Rivers and Manitowoc Room Tax Commissions and Manitowoc Area Visitor Convention Bureau Board, Regarding Tourism Services Agreement

Mr. Buckley reported that a joint meeting of the Two Rivers and Manitowoc Room Tax Commissions will be held at Manitowoc City Hall on Tuesday, April 13 at 5:30 p.m. regarding negotiations for a successor to the current Tourism Services Agreement, which expires December 31, 2021.

#### 3. Other

Mr. Buckley reported that based on the City Council's direction following closed session discussion at the March 15 Council meeting notice went out to the Progress Lakeshore Board President and Executive Director on April 2, with copies to the other municipalities that participate, of the City's intent to end its participation in Progress Lakeshore effective at the end of 2021.

Mr. Buckley reminded viewers that, for information on community events, please go to [www.exploretworivers.com](http://www.exploretworivers.com).

## 10. CONSENT AGENDA

**RESULT:** APPROVED WITH VOICE VOTE [8 TO 0]  
**MOVER:** Jay Remiker, Councilmember  
**SECONDER:** Mark Bittner, Councilmember  
**AYES:** Kay Koach, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner  
**ABSTAIN:** Adam Wachowski

### A. Presentation of Minutes

1. **2021-056** City Council - Regular Meeting March 15, 2021 and Work Session March 29, 2021

Recommended Action:

Motion to waive reading and adopt the minutes.

### B. Reports

1. **2021-057** Minutes of Meetings
  - a. Room Tax Commission, March 3, 2021
  - b. Personnel & Finance Committee, March 24, 2021

Recommended Action:

Motion to receive and place on file

2. **2021-058** Summary of Verified Bills for the Month of March for \$4,157,141.60

Recommended Action:

Motion to receive and place on file

### C. Applications and Petitions

1. Applications for Temporary Class B Licenses
  - a. Two Rivers Youth Sports, Price is Right Game Show, 1710 West Park Street, May 8, 2021, 5:00 - 11:00 PM
  - b. Two Rivers Youth Sports, Beach Bash, 500 Zlatnik Drive, June 25-26, 2021, Noon - 11:30 PM

Recommended Action:

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

### RECOMMENDED ACTION FOR CONSENT AGENDA

Motion to approve the Consent Agenda with the various actions recommended

## 11. CITY COUNCIL - FORMAL ITEMS

- A. **2021-059** Resolution Designating Authorized Signatories for Claimant Statements and Other Required Documents--Bequests to the City of Two Rivers Fire and Police Departments by the Late James Taddy

Recommended Action:



Motion to waive reading and adopt the resolution

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Kay Koach, Jay Remiker  
**SECONDER:** John Casavant, Councilmember  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

- B. **2021-060** Ordinance to Amend Municipal Code Section 1-2-1, entitled "License, Permit and Other Fees Established" to Amend Select License/Permit Descriptions and Fees to Add Cemetery Deed Exchange Administrative Fee of \$50.00 per Transaction and Amend 7-5-9 of the Municipal Code, entitled "Regulations for Monuments; Markers; Urns; Planting; Fences"

Recommended Action:

Motion to waive reading and adopt the ordinance

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Darla LeClair, Vice-President  
**SECONDER:** Kay Koach, Councilmember  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

- C. **2021-061** Authorization to Proceed with "Transform Two Rivers" Housing Assistance Program, using Affordable Housing funds from City Tax Incremental Financing

Recommended Action:

Motion to authorize the program, as recommended by the Community Development Authority

**Motion to authorize the "Transform Two Rivers" Housing Assistance Program as recommended by the Community Development Authority, but to have owner-occupied participants contribute \$1 for every \$5 borrowed and landlords contribute \$1 for every \$2 borrowed with the Police Department involved in the application vetting process.**

**RESULT:** NO VOTE  
**MOVER:** Adam Wachowski, Councilmember  
**SECONDER:** Mark Bittner, Councilmember

The motion maker and seconder agreed to withdraw their original motion and introduce a new motion to amend the prior motion to authorize the "Transform Two Rivers" Housing Assistance Program as recommended by the Community Development Authority, but to have owner-occupied participants contribute \$1 for every \$5 borrowed and non-resident landlords contribute \$1 for every \$2 borrowed with the Police Department involved in the application vetting process.



**RESULT:** APPROVED ROLL CALL [7 TO 2]  
**MOVER:** Adam Wachowski, Councilmember  
**SECONDER:** Mark Bittner, Councilmember  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Curt Andrews, Darla LeClair, John Casavant, Mark Bittner  
**NAYS:** Bonnie Shimulunas, Jay Remiker

- D. **2021-062** Authorization to Promote Availability of TID 13 Funding Assistance for Downtown Area Commercial Projects

Recommended Action:

Motion to authorize the outreach program

Council directed staff to direct mail the outreach program information to all property owners within the TID 13 boundaries, including the residential properties and to add a fourth qualification that the assistance be in the form of pay-as-you-go TIF assistance.

**RESULT:** APPROVED WITH ROLL CALL [UNANIMOUS]  
**MOVER:** Bill LeClair, Councilmember  
**SECONDER:** Mark Bittner, Councilmember  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

- E. **2021-063** Noise Ordinance Waiver Request for Beach Bash, June 25-26, 2021 until 11:30 PM Neshotah Beach

Recommended Action:

Motion to approve the request as submitted

**RESULT:** APPROVED WITH ROLL CALL [8 TO 0]  
**MOVER:** Kay Koach, Councilmember  
**SECONDER:** Jay Remiker, Councilmember  
**AYES:** Kay Koach, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner  
**ABSTAIN:** Adam Wachowski

- F. Appointment of Council Representative to the Splash Pad and Ice Rink Planning Committee, to Replace Councilmember Wachowski

Recommended Action:

Council discretion

Topic tabled until the new Council is in place.

**RESULT:** TABLED [UNANIMOUS] **Next: 5/3/2021 6:00 PM**  
**MOVER:** Kay Koach, Councilmember  
**SECONDER:** Jay Remiker, Councilmember  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

- G. **2021-064** Resolution Implementing a Requirement for Wearing Masks Inside City

Buildings

Recommended Action:

Motion to waive reading and adopt the resolution

Council asked that the topic of masks being worn in City buildings be added to all regular meetings of the City Council until further notice.

**RESULT:** APPROVED WITH ROLL CALL [5 TO 4]  
**MOVER:** Mark Bittner, Councilmember  
**SECONDER:** Kay Koach, Councilmember  
**AYES:** Kay Koach, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Mark Bittner  
**NAYS:** Adam Wachowski, Bill LeClair, Jay Remiker, John Casavant

## 12. FOR INFORMATION ONLY

- A. All polling locations will be open for the Spring Election, April 6, 2021, 7:00 AM - 8:00 PM
- B. City Council Regular Meeting, Monday, May 3, 2021, 6:00 PM
- C. City Council Work Session, Monday, April 26, 2021, 6:00 PM

There was no closed session.

## 13. ADJOURNMENT

At 9:27 PM, 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:** Darla LeClair, Vice-President  
**AYES:** Kay Koach, Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Curt Andrews, Darla LeClair, Jay Remiker, John Casavant, Mark Bittner

\_\_\_\_\_  
 Jamie Jackson  
 City Clerk

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 4/20/2021 ending: 4/30/2021  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of Two Rivers

County of Manitowoc Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030614138-04</u>	
FEIN Number <u>86-2578686</u>	
TYPE OF LICENSE REQUESTED	FEE <u>Pro Rata</u>
<input checked="" type="checkbox"/> Class A beer	\$ <u>50</u> 8.50
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$ <u>500</u> 85.00
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>Actual</u> 38.4
<b>TOTAL FEE</b>	\$ <u>131</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

Chandraagibi Petroleum LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Lekha N. Timilsina</u>			<u>1315 B 22nd Street Two Rivers WI-542</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Same - Patsy's Mobil Business Phone Number 920-553-1235  
2. Address of Premises 816 22nd Street TR. 54201 Post Office & Zip Code \_\_\_\_\_

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

In its building occupying area.

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

(b) If yes, under what name was license issued? Patsy's Mobil

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No  
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date March, 2021 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No  
If yes, explain.
- Krishna Food Mart LLC  
3337 Mishicot Rd. Two Rivers WI. 54241
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Timilsaina Lekha N.</u>	Title/Member <u>Member</u>	Date <u>03/17/21</u>
Signature <u>[Signature]</u>	Phone Number <u>920-889-4161</u>	Email Address <u>lekhanath@timilsaina7@gmail.com</u>

#### TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3/17/2021</u>	Date reported to council / board <u>4/19/2021</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

# Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

License Number
Period Covered 4/20/2021-6/30/2021
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number  
456-1030614138-04

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Chandraagiri Petroleum LLC			Federal Employer Identification No. (FEIN) 86-2578686	
Trade or Business Name (if different than Legal Name) Patsy's Mobil			Telephone Number (920) 889-4161	
Business Address (License Location) 816 2nd Street		Business Located In <input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town		Business Telephone (920) 920-553-1235
Municipality	State	Zip Code	of: Two Rivers	County Manitowish
Mailing Address (if different than Business Address)			Municipality	State WI
				Zip Code 54241

Organization (check one)

- ☒ Sole Proprietor ☐ Wisconsin Corporation – Enter date incorporated: \_\_\_\_\_  
☐ Partnership ☐ Out-of-State Corporation – Are you registered to do business in Wisconsin? ☐ Yes ☒ No  
☐ Other (describe) \_\_\_\_\_

- ☒ Yes ☐ No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
- ☒ Yes ☐ No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, [revenue.wi.gov/dorforms/ctp-129.pdf](http://revenue.wi.gov/dorforms/ctp-129.pdf).)
- ☒ Yes ☐ No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- ☒ Yes ☐ No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- ☒ Yes ☐ No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- ☒ Yes ☐ No 6. Does the applicant understand that they may not sell single cigarettes?
- ☒ Yes ☐ No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- ☒ Yes ☐ No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at [www.doj.state.wi.us/dls/tobacco-directory](http://www.doj.state.wi.us/dls/tobacco-directory) may be sold in Wisconsin?

Cigarettes / Tobacco will be sold ☒ over counter ☐ through vending machine ☐ both

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

## Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



## CITY OF TWO RIVERS CITY COUNCIL

## PUBLIC UTILITIES COMMITTEE

Tuesday, April 6, 2021 - 6:00 P.M.

City Hall – Third Floor, COUNCIL CHAMBERS

## MINUTES

## Call to Order

**Roll Call - Committee members:** Bonnie Shimulunas, Bill LeClair, Adam Wachowski (6:40pm)**Staff Present:** Jim Mc Donald (Public Works Director), Scott Ahl (Civil Engineer II), Dave Casebeer (Wastewater); Ross Blaha (Water Utility); Brian Dellman (Electric Utility)**Review and Approval of Minutes** - Motion by Bonnie Shimulunas, seconded by Bill LeClair, to accept the minutes as presented. Motion carried upon unanimous voice vote.**Comments by Council Representative Shimulunas** – attended webinar for governance of Public Utilities; difference between public and for-profit utilities; had breakout session on different scenarios; noted some states do not have PSC or similar governance**2021 CWF and SDWF Utility Project Status:**Pine Tree Lift Station – bid opening will take place April 29<sup>th</sup> with review by committee in May20<sup>th</sup> St Pond – expecting final design end of April with a projected bid opening of May 28<sup>th</sup>; we need to submit executed contracts by end of June

Eggers Pond – Area within the site for placement of contaminated soil include all available space around the pond and the area for a planned bike trail.

**Utility Project(s) for 2022:**

- 17<sup>th</sup> St (east to Zlatnik) – noted decisions on 17<sup>th</sup> St, in regard to pavement type; width; modify sidewalk widths; determine how to handle encroachments; how to handle above ground utilities; potential bike lanes; also, whether to include 17<sup>th</sup> St from East Park to Jefferson

**Future Projects over the next few years:**

- Roosevelt Ave; portions of Wilson St around Riverside Foods; East River St (18<sup>th</sup>-20<sup>th</sup>); need to consider how to notify residents of potential work

**Wastewater Utility:** flows have been down (dry weather); expect to make design flows in March; also, started cleaning tanks**Electric and Telecommunications Utilities:** April 15<sup>th</sup> is end of moratorium; start disconnect process April 19<sup>th</sup>; customer service working on deferred payment plans following same process as previous years; also some programs for low to moderate income households; customers can also contact customer service to make arrangements for payment; estimate approximately 80 customers/day will have services disconnected.

- Arboretum would like to use old pole for osprey nest; utility in past has installed pole if arboretum purchased pole
- received AP3 National Award for reliability and system improvements, based on application prepared by Ken Kozak, former director

**Water Utility:** draining reservoir April 19<sup>th</sup> for inspection; may be reduced pressure in high pressure zone

- working with consultant on unidirectional flushing program; expected start is end of May

**Storm Water Utility:** reviewed annual MS4 report to DNR**Solid Waste Utility:** recycling bins being ordered**Set Date, Time, Location and Agenda Items for next Committee Meeting.**

Next meeting will be held Tuesday, May 4, 2021, at 6:00 pm.

**Adjournment** – Motion by Bonnie Shimulunas, seconded by Bill LeClair, to adjourn at 7:25 pm

**City of Two Rivers  
Plan Commission**

**Monday, April 12, 2021  
5:30 PM  
City Hall Council Chambers**

**Minutes**

**1. Call to Order**

Chairman Buckley called the meeting to order at 5:41 PM.

**2. Roll Call**

Attendee Name	Title	Status	Arrived
Greg Buckley	Chairman	Present	
Rick Inman	Commissioner	Remote	
Kay Koach	Commissioner	Excused	
Connie Loden	Commissioner	Absent	
Jim McDonald	Commissioner	Present	
Eric Pangburn	Commissioner	Remote	
Adam Wachowski	Commissioner	Present	

Also Present: Winifred DeBauche, Molly LaFond, Jeff Witte, Councilmember Bonnie Shimulunas, City Planner Elizabeth Runge and Recording Secretary Vicky Berg.

**3. Action Items**

**A. Review Draft Ordinance Regulating Storage Canopies**

Discussion included inspections with time stamped photos, addressing complaints on a case by case basis, allowing canopies as a conditional use and providing a date where no further permits will be issued to eventually discontinue canopies.

Existing canopies, where permits have been issued, may remain until repairs or replacement is needed. When repairs or replacement is needed, the canopy shall be treated as if it were being installed anew.

Motion to direct staff to prepare an ordinance to allow canopies, with or without walls, as a conditional use for review at the May meeting.

<b>RESULT:</b>	<b>REFERRED [4 TO 1]</b>	<b>Next: 5/10/2021 5:30 PM</b>
<b>MOVER:</b>	Adam Wachowski, Commissioner	
<b>SECONDER:</b>	Jim McDonald, Commissioner	
<b>AYES:</b>	Buckley, Inman, McDonald, Wachowski	
<b>NAYS:</b>	Pangburn	
<b>ABSENT:</b>	Loden	
<b>EXCUSED:</b>	Koach	

It was noted the criteria must be reasonable and measurable. The City has no discretion to deny a conditional use permit if the applicant agrees to comply with the criteria.

Further discussion focused on the criteria for canopies, which include:

- Location, setbacks, size and framing to remain the same
- Canopy shall comply with the buildable area calculation for accessory buildings
- Exterior material shall be fabric
- Shall lapse upon a change in ownership or tenancy
- May not be erected on a vacant parcel
- Allowed only on a parcel without a garage
- Shall lapse upon construction of a garage
- Shall be maintained in a reasonable state of repair
- Garbage and refuse shall not be stored in the canopy
- Violation of any criteria element shall result in removal of the canopy

Discussion resulted in no recommendation whether to provide an ending date to issue permits for storage canopies. This topic remains open for continued discussion.

Motion to affirm staff shall prepare an ordinance allowing canopies as a conditional use to include the criteria listed above.

**RESULT:** APPROVED ROLL CALL [UNANIMOUS]  
**MOVER:** Adam Wachowski, Commissioner  
**SECONDER:** Jim McDonald, Commissioner  
**AYES:** Buckley, Inman, McDonald, Pangburn, Wachowski  
**ABSENT:** Loden  
**EXCUSED:** Koach

B. Consider Zoning Code Text Amendment to add Limited Production and Processing as a Conditional Use in certain Business Districts

External impacts may include, but not be limited to, noise, odor, traffic and parking.

Motion to recommend approval and forward to Council for public hearing.

Friendly amendment to include the word "adverse" before the words "external impacts" in the ordinance.

**RESULT:** RECOMMENDED APPROVAL [UNANIMOUS] **Next: 4/19/2021 6:00 PM**  
**MOVER:** Eric Pangburn, Commissioner  
**SECONDER:** Adam Wachowski, Commissioner  
**AYES:** Buckley, Inman, McDonald, Pangburn, Wachowski  
**ABSENT:** Loden  
**EXCUSED:** Koach

C. Review the Draft Project Plan to Create TID No. 14 to Support Development of Private Properties and the Undertaking of Public Infrastructure Improvements in the Woodland Industrial Park



The draft project plan was distributed. Ms. Runge provided a summary of the projects and statutory requirements for TID No. 14. The public hearing will be conducted at the May meeting.

**RESULT: NO VOTE**

4. For Discussion

A. Comprehensive Plan - Discuss Future Land Uses

The Commission reviewed the Land Use Maps. Please contact Ms. Runge with any suggested revisions.

**RESULT: NO VOTE**

Remote connection to Commissioners Inman and Pangburn was lost at 7:30 PM.

5. Adjournment

A. Motion to adjourn at 7:55 PM.

**RESULT: APPROVED VOICE VOTE [3 TO 0]**

**MOVER:** Adam Wachowski, Commissioner

**SECONDER:** Jim McDonald, Commissioner

**AYES:** Buckley, McDonald, Wachowski

**ABSENT:** Loden

**EXCUSED:** Koach

**AWAY:** Inman, Pangburn

\_\_\_\_\_  
Vicky Berg, Recording Secretary

**Advisory Recreation Board**  
**Tuesday, March 9, 2021 – 6 PM**  
**Koska Room - JE Hamilton Community House**  
**Two Rivers. WI**  
**Meeting ID**  
**meet.google.com/kmf-cwvt-ija**  
**(US)+1 754-702-3101**  
**PIN: 275 600 841#**

## MINUTES

Call To Order by Council Rep/President Adam Wachowski at 6:00 PM.

### 1. Roll Call

Attendee Name	Title	Status	Arrived
Kay Koach	Council Rep	Present	
Kathy Peterson	Board Member	Present	
Ashlee Walesh	Board Member	Absent	
Daniel Cortte	Board Member	Absent	
Robert Reed	Board Member	Present	
Brian Gallagher	Board Member	Present/Zoom	
Maggie Klinkner	Youth Rep	Present/Zoom	
Dorothy Tinkham Delo	Board Member	Present	
Corey Thuss	Board Member	Absent	
Adam Wachowski	Council Rep/President	Present	

### 2. Approval of the January 12, 2021, Advisory Recreation Board minutes

Approval of the January 12, 2021, Advisory Recreation Board minutes.

**RESULT: APPROVED ROLL CALL [UNANIMOUS]**

**MOVER:** Kathy Peterson, Board Member

**SECONDER:** Dorothy Tinkham Delo, Board Member

**AYES:** Peterson, Reed, Delo, Wachowski, Koach, Gallagher, Klinkner

**ABSENT:** Walesh, Cortte, Thuss

**EXCUSED:**

### 3. Correspondence

#### A. Press Coverage

Reviewed.

#### B. Thank You's

None.

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

None.

## 5. New Business

## A. Introduction of Ethan Jones, Recreation Supervisor

Ethan gave a brief background and history and reviewed what he would be covering with the department this year.

## B. Introduction of "JR" Seebantz, Parks &amp; Recreation Lead Worker

Terri introduced JR and gave a brief background about him.

## C. Field grooming and "black" field discussion

The fields at Vietnam are named by color. Discussion occurred back in October/November, Adam Wachowski reached out to Rebecca to restore the "black" diamond at Vietnam Park. There is a fence, there is no field left and the area has not been used for over 3 years. Staff was asked to measure the black field. War on the shore Tournament wants to use the diamond. \$3,000-4,000 possible costs in field repair and space between blue and black diamonds. Discussed with Adam today, concerns with no fencing around the field. Snow fence was suggested, but snow fence won't stop the kids from falling down the hill. The "Blue" diamond fencing also backs into the black field, which could hit other kids. Concerns of liability. Adams's insurance does not hold the city liable. Check with City attorney. Investigate the black field. Research and possibly get it done in the future.

Neshotah ballfield possible. No use or getting rid of it. Aged not kept up. Multi use for the gold field. Possible batting cages in between fields white and red.

## 6. Old Business

## A. Naming of "Parking Lot F"

The name change for "Parking Lot F" is Rivers End Park.

## B. Neshotah Beach park Improvements

We are moving forward with the signage of the park. Gametime park planning all inclusive park. Three different phases of equipment. Phase 2 replaces the little tyke equipment and Phase 3 replaces the bigger equipment. Installation could come in and install Phase 1 for free. Possibly create "picnic kits" with equipment to rent out for the park.

## 7. Other Business

## A. Council Action

None

## 8. Director's Report

## A. Other

Currently working on the activity guide and sponsorship packets. The carpet installation for the senior center begins March 22 – 28. We are advertising for a Park & Cemetery

Part-Time position. Working on an ordinance proposal to and an administrative fee for retitling cemetery plots when transferring or reselling plots (buy back clause).

## 9. Items for future Advisory Recreation Board Meetings

None

10. Next Meeting April 13, 2021

11. Adjournment

At 7:30 PM, a motion to adjourn.

**RESULT: APPROVED ROLL CALL [UNANIMOUS]****MOVER:** Kay Koach, Board Member**SECONDER:** Dorothy Tinkham Delo, Board Member**AYES:** Peterson, Reed, Delo, Wachowski, Koach, Gallagher, Klinkner**ABSENT:** Cortte, Walesh, Thuss**EXCUSED:**

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Ethan Jones  
Recreation Supervisor

**LESTER PUBLIC LIBRARY  
BOARD OF TRUSTEES MEETING MINUTES  
Tuesday, March 9, 2021 6:00 PM  
Community Room, Lester Public Library, Two Rivers, Wisconsin**

---

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

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

**Public Comment** – In attendance for the meeting Dan and Barbara Kanera; wanted to know the library reopening plans. The Library Board thanked both Dan and Barbara for their interest and attending the meeting.

Director Dawson read the following 10 email submissions for public comment:

1). Tue, 09 Feb 2021 6:14:17 PM -0600

"jdawson" <jdawson@lesterlibrary.org>, "guyettened" <guyettened@gmail.com>, "Kirsten.Sleger" <Kirsten.Sleger@trschoools.k12.wi.us>, "rickhenrickson" <rickhenrickson@co.manitowoc.wi.us>, "dappy66" <dappy66@yahoo.com>, "slaptastic79" <slaptastic79@hotmail.com>, "sharon.sleger" <sharon.sleger@trschoools.k12.wi.us>, "spalmer" <spalmer@uta.edu>, "jcasavant" <jcasavant@two-rivers.org>, "6308vat" <6308vat@gmail.com> "jimmyjoe4" <jimmyjoe4@juno.com>

Dear Library Board:

My name is James Harris. I am a resident of Manitowoc County. I would like the Lester Public Library building open because I and my son are avid readers. 1) we brouse. 2) we need access indoors as we are homeschooling family whom does not read from screens as we rarely use screen time due to headaches, possible eyesight depletion onset, and addiction to it is not in our best interest nor our family values. It is not possible for us to browse online. It is to my understanding yous have updated the library with new carpeting which is nice to have utilized downtime to do. Please email me back with any obstacles you see to fulfilling my request. Thank you for your service to our community.

Sincerely:

James Harris

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2). bcarsok@gmail.com

Wed, 10 Feb 2021 9:28:02 AM -0600

"jdawson" <jdawson@lesterlibrary.org>, "guyettened" <guyettened@gmail.com>, "Kirsten.Sleger" <Kirsten.Sleger@trschoools.k12.wi.us>, "rickhenrickson" <rickhenrickson@co.manitowoc.wi.us>, "dappy66" <dappy66@yahoo.com>, "slaptastic79" <slaptastic79@hotmail.com>, "sharon.sleger" <sharon.sleger@trschoools.k12.wi.us>, "spalmer"

Attachment: LBMinutes (3334 : Minutes of Meetings)

<spalmer@uta.edu>, "jcasavant" <jcasavant@two-rivers.org>, "6308vat" <6308vat@gmail.com>

Good Morning

I am a resident of the Town of Two Rivers. I would like to know what the plan is for reopening the Lester Library? We are now approaching 11 months of closure. I noticed that it was not even on the agenda for your meeting last night.

I currently know of 2 elderly friends that are driving to Green Bay or Kiel to use their facility. With nearly every single business in our county operating safely, I see absolutely no reason why our citizens cannot enter the building unless you believe that masks and social distancing do not work. I would personally be available to teach every one of you how to do this.

Please let us know what your plans are.

Regards,  
Brad Carsok

**From:** Brad Carsok <[bcarsok@gmail.com](mailto:bcarsok@gmail.com)>

**Date:** March 3, 2021 at 3:02:33 PM CST

**To:** guyettened <[guyettened@gmail.com](mailto:guyettened@gmail.com)>, "Kirsten.Sleger" <[Kirsten.Sleger@trschoools.k12.wi.us](mailto:Kirsten.Sleger@trschoools.k12.wi.us)>, rickhenrickson <[rickhenrickson@co.manitowoc.wi.us](mailto:rickhenrickson@co.manitowoc.wi.us)>, dappy66 <[dappy66@yahoo.com](mailto:dappy66@yahoo.com)>, slaptastic79 <[slaptastic79@hotmail.com](mailto:slaptastic79@hotmail.com)>, spalmer <[spalmer@uta.edu](mailto:spalmer@uta.edu)>, jcasavant <[jcasavant@two-rivers.org](mailto:jcasavant@two-rivers.org)>, 6308vat <[6308vat@gmail.com](mailto:6308vat@gmail.com)>, sharonsleger <[sharonsleger@gmail.com](mailto:sharonsleger@gmail.com)>

**Cc:** [gbuckley@two-rivers.org](mailto:gbuckley@two-rivers.org), [awachowski@two-rivers.org](mailto:awachowski@two-rivers.org), [jremiker@two-rivers.org](mailto:jremiker@two-rivers.org), [bshimulunas@two-rivers.org](mailto:bshimulunas@two-rivers.org), [bleclair@two-rivers.org](mailto:bleclair@two-rivers.org), [mbittner@two-rivers.org](mailto:mbittner@two-rivers.org), [kkoach@two-rivers.org](mailto:kkoach@two-rivers.org), [dleclair@two-rivers.org](mailto:dleclair@two-rivers.org), [candrews@two-rivers.org](mailto:candrews@two-rivers.org)

**Subject:** Library board meeting - 3/9/21

**To Mr. Wachowski:** Thank you for representing the citizens of Two Rivers and patrons of the Lester library so well. You are exactly correct about the need to defund or simply shut down our closed library. You are a true asset to our community and I would like to sincerely thank you for your continued outstanding service.

**To the TR City council members (excluding Mr. Buckley):**

Where is your voice about this? After watching the video of the 3/1 meeting, I did not hear one word from any of you. Your silence was deafening. Do you not even have an opinion? Shame on every single of you. The current director has no intention whatsoever of reopening it anytime soon. As employers are no longer requiring testing, he will never acquire the positivity rate he is seeking. The taxpayers should not have to continue to pay for a closed building, period. Prior to the reopening of the Manitowoc library we have had patrons traveling to Green Bay or Kiel to use their library. I strongly recommend that the library gets either defunded TODAY, or just shut it down. **To the Lester**

Attachment: LBMinutes (3334 : Minutes of Meetings)

**Library Board:** This is my 3rd email to every one of you with not one response. Instead I just received the canned reply from the director that he just read to the city council. What is wrong with you? I can bet most of you go to work and shop for groceries and haven't locked yourself in a closet. Do you not believe that following the CDC's recommended protocol works? Your website shows 17 employees. I would have to believe that if 2 got sick (the director's number, not mine), the library could still manage to stay open. Start doing your job. I see that the meeting agenda for 3/9/21 has not yet been posted. Perhaps after you praise yourselves on the new carpet and the WiFi booster (for people that cannot afford a laptop to sit in your parking lot with) that we taxpayers have paid for, you could decide to either reopen the building or just shut it down

Brad Carsok

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3). ---- On Fri, 12 Feb 2021 09:00:23 -0600 Margaret P. <[obyrrml@yahoo.com](mailto:obyrrml@yahoo.com)> wrote ----

Dear Supervisor Henrickson and Director Dawson:

First thank you for your service to our community and the Lester Public Library. As a Manitowoc County resident, I have enjoyed the library for several years. If the library building is safe enough for you to have a Board of Trustees meeting inside the building, it is safe enough for me to go and choose a book with my preschooler. I request you immediately and fully open the building. Thank you.

Margaret Pauwels

Margaret Pauwels' Lester Public Library Board Public Input March 9th meeting

Margaret P. <[obyrrml@yahoo.com](mailto:obyrrml@yahoo.com)> Tue, 09 Mar 2021 1:25:19 PM -0600

"jdawson" [jdawson@lesterlibrary.org](mailto:jdawson@lesterlibrary.org) "Rick Henrickson" [RickHenrickson@co.manitowoc.wi.us](mailto:RickHenrickson@co.manitowoc.wi.us)

Dear Jeff,

I appreciate you taking the time to answer my questions and your presentation at the City Council meeting last week. Below is my public input for tonight's meeting. Thank you for including it.

I, Margaret Pauwels, a resident of Manitowoc County, am giving public input for two reasons. First, I would like to sincerely thank you for your serving on the Lester Public Library Board. Second, I am concern about the ongoing closure of the Lester Public Library building. Weekly, at times during the year, my children and I used the Lester Public Library and the playground across the parking lot. We would like to again have access to the library building.

On Tuesday, February 9<sup>th</sup>, you, the Lester Public Library Board, met in the library at the invitation of the library director. When I contacted the director to see why I still was not allowed to enter the library with my toddler to choose a board book and a meeting could be conducted there, I was told, "In terms of safety, being able to control a Library Trustee meeting is very different from opening our doors to the public and the Lester Public Library has a small staff.

Honestly, I was not at all satisfied with that response so did some research.

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Attachment: LBMinutes (3334 : Minutes of Meetings)

Wisconsin libraries file a PI-2401 with the DPI. This form states how many people work at the library among other pieces of information. I requested this form from 24 library directors in Manitowoc, Kewaunee, Brown, and Sheboygan counties.

Out of the 24 libraries I contacted only one director emailed back stating the building was closed, Chilton Public Library, although that library had reopened for a time. Page 10 of the PI-2401 states how many Full-Time Equivalent staff members a library has. I reviewed many of the forms the directors sent me. Between 3 and 4 full time staff equivalents was common. Kohler Public Library is open with a staff of 2.6. Lester Public Library is not open with a staff of 11.42.

I would sincerely appreciate you working with the Lester Public Library Director and staff to get the library building open. Kohler should not be better than Two Rivers. County and city parents depend on Lester Public Library and the playground to help with their children's academic and social development. If you absolutely will not open the library, please at least open the restrooms. This is essential for playground visits with a toilet training toddler.

Thank you again for taking your time to serve the Lester Public Library and any action you are willing to take on this important matter.

Sincerely:  
Margaret Pauwels County of Manitowoc Resident

4). ROBIN WALTERS <d.r.walters@comcast.net>  
Mon, 22 Feb 2021 7:26:26 PM -0600  
"jdawson@lesterlibrary.org" <jdawson@lesterlibrary.org>  
Hello:

Thank you for allowing me the opportunity to comment on this important event scheduled for March 1st. I am not a resident of Two Rivers but feel compelled to provide input. For close to 11 years I worked as a pharmacist at The Medicine Shoppe. Honestly, those were the best years of my personal and professional life. The community welcomed me with open arms and I was afforded many opportunities to develop relationships and "network" within the community. One person who I grew to cherish and respect was the late George Lester. He was a man of great integrity and a person who always had a kind word and smile on his face. He was what we call a "the salt of the earth" person. He was a successful man and blessed in many ways. One of those blessings was the use of financial resources to leave a legacy for future generations. The fact that he understood and valued education and life long learning was one reason why the Library was expanded and now sits where it does. "Sits" is the operative word.

As I understand the current situation, the library has been closed since the events of early 2020, known as the Covid Pandemic, took place. While people have differing opinions of the ongoing pandemic, the response to the pandemic has been a subject of debate.

Many families rely on the public library for access to computers and other valuable resources. Homeschooling families and the elderly in particular rely on the library system on a regular basis. The ongoing shutdown places students at a disadvantage. The ongoing shutdown perpetuates this dilemma with no clear path in site. While the library has been closed, many



others have remained open. I can travel to other cities and states where libraries are open. I can purchase books at stores such as Barnes and Noble and Half Priced Books.

The time to open and return to business is now. Everyday the library remains closed is another day of missed opportunities to serve the community. In the end what it comes down to is how people manage gifts that have been entrusted to them. As I mentioned in my opening remarks, Mr. Lester left a gift to the community. The gift was to be managed and shepherded for the good of the people. Finding a balance between meeting the needs of the public while managing and mitigating health risks is something that others have already figured out and have implemented. I sincerely hope that others share my views and that you will respect all input. In the end, it is my hope along with others that the library will reopen soon.

Thank you for your time in allowing me to address this issue.

Sincerely and Respectively,

Dan Walters

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5). From: Julie Rosado <[julierosado57@gmail.com](mailto:julierosado57@gmail.com)>

Date: February 25, 2021 at 1:03:55 PM CST

To: [slaptastic79@hotmail.com](mailto:slaptastic79@hotmail.com)

Subject: Two Rivers library

Please reopen the Two Rivers library, I miss going there & looking & going online to access certain things on the computer.

I also miss the people who I would interact with & who has helped me, young & old to find things at the library.

Sincerely

Julie A Rosado

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6). On Mon, Feb 22, 2021 at 2:41 PM Katreena Powell <[knowa295@gmail.com](mailto:knowa295@gmail.com)> wrote:  
Hello Bonnie, [sent to City Council member Bonnie Shimulunas]

My name is Katreena Powell and I have been a citizen of Two Rivers for basically all of my life. I am writing this email to share my thoughts and concerns regarding the closed library building in Two Rivers. I would attend the council meeting, but it is at a very hard time for me and my family with small children.

We are so fortunate to have one of the best library's around right in our small town. When I went to college in Steven's Point I realized just how lucky we are. Their space was a fraction of the size (even though the town is way bigger) with very limited programming and kids space.

I have heard numerous answers as to why our library building still isn't open after almost a full year. One of the reasons I keep hearing is that there is a staff shortage/funding shortage. I just want to say, as a citizen of Two Rivers and a parent to two children who used the library all the time, we need to give them whatever money or staff they need to open the doors to our

community. It is my understanding that the city council is responsible for 80% of the funds for the library and I just want to voice my opinion that we need to find a way to get the doors open. Our community is better with our Library open and fully functioning! Clearly they were open before Covid-19 and if funds were for some reason taken away from them to put towards something else we need to find somewhere else to take money from.

In regards to Covid... I realize in the beginning we didn't know much and it was a good idea to close down, but at this point basically everything, including the Manitowoc Library, is open. I am not sure why we can't just wear masks and safety go inside like we do everywhere else? I don't see any good reason for our library to be closed as far as covid goes at this point. All of our surrounding libraris have found ways to open safely so there should be a way we can too.

I realize that they are doing the curbside service, but that doesn't work well for young kids, who are some of the main patron's of the library. I have a newborn and a 2 1/2 year old. We attended the Babygarden programming and lots of other events held by the library. My 2 year old doesn't know what books she wants, we make the decisions when we go in and see the books. The socialization offered at the library is also so valuable, especially in the winter when there is nothing to do! The library is a free and accessible option for so many families. It has been really hard as a parent not having this amazing resource to utilize for the last year. I have tried to do some of the story time "to go" resources, but they are always gone by the time we have a chance to stop. We did the virtual summer reading program, but we couldn't even get our book prizes since they wouldn't let us inside to pick out our books. What fun is that? Many parents are also frustrated that there are no public bathrooms available at the public park by the library because with young children, who are potty training, that is pretty essential to being able to go out to the park. I am sure many of the people making decisions about the Library probably don't have young children so I just want to point these things out and let you know just how much parents with young kids rely on the library as a resource and safe space for their children. The curbside can work well for adults who know what books they want (heck I have used it for myself), but this is not a good option for the young people in our community.

There are also many resources the library offers for people with no access to internet and a computer for job searching and other important services that can't be done when the doors are closed.

We have some amazing children's librarians and an amazing library, it is time to make opening the library a priority. We need a plan and an opening date set in place asap, a year has been long enough without our open library building.

Thank you for your time,

Katreena

7). For Public Input To Open Library

[jmh0815@hotmail.com](mailto:jmh0815@hotmail.com)

Tue, 02 Mar 2021 7:01:55 PM -0600

"jdawson@lesterlibrary.org" <jdawson@lesterlibrary.org>

Dear Mr. Dawson,

This email is for public input for the March 9th meeting, to open the Lester Library. I will be out of state and in a different time zone on that date, otherwise I would participate via other options set up for public input.

Before addressing opening the library building, I want to compliment the staff who directly provide the curbside service. These associates are appreciated as they are always cheerful and helpful over the phone and at curbside, providing excellent service to all patrons.

Over the past year businesses and organizations have been creative to implement measures to continue serving their patrons. It's our choice whether or not to enter any building or facility open to the public. While the curbside pickup is a successful option, the issue is denying entry to very people who fund the library and are denied the full services the library offers. There is no reason the Lester Library building should remain closed when other libraries are open, having managed whatever challenges are at hand, and planning accordingly.

As director it would seem you would open the building using successful measures used by all the open libraries. It's long past time to look beyond a few selective statistics and look at all the data that provides a larger picture, revealing there is no reason for the Lester Library building to be closed.

Sincerely, Julie Hart Two Rivers

8).

**Adam Wachowski** <awachowski@two-rivers.org>

Tue, Mar 2, 2021 at 9:31 AM

To: "Dawson, Jeff" <Jefdaw@two-rivers.org>, Greg Buckley <grebuc@two-rivers.org>, Curt Andrews <candrews@two-rivers.org>

Hi Jeff,

First off I wanted to tell you last night but it got really late, I enjoy the beautiful pictures you have displayed at Wiggly Wiggly, absolutely beautiful!!

As it pertains to the library, as you can tell I'm extremely passionate about getting the library open as are numerous citizens. My intention was NOT to be cocky or to take lightly your process of reopening the library. I had questions and ideas I wanted to speak on. I would truly and I hope you can take another look at your opening plan and get guidance/guidelines from the school system and other library's that are open. Listed below are some options I thought of that you could possibly take into consideration to jump start the opening process.

1. Allow for 15-25% occupancy face masks required, if you have a health issue preventing that you may use the curbside service.
2. Limit in person hours. Say 10-noon and 3-5.
3. Have a certain number of people allowed in, guest have to reserve a day and time on a schedule.
4. In person service only on 2 or 3 days a week.

Those are some ideas to help jump start the open process but yet keep mitigation and staff safe. I hope you can consider 1 of the ideas above or combine all of them just to at least show progress in the right direction. I like the library as do others. I understand where they come from when they say it's been closed for a year but yet their taxes didnt go down. We have a high cost of living in TR with taxes, utilities and fees. Some people accept those because of exceptional

services such as the library, then when its closed for a year, I can and do understand there frustration.

I believe (and its certainly a complement to you and your staff) that the library is a HUGE asset that many people enjoy. Its run well which attracts alot of users.

I also dont want you to think that I am against you or the library by any comments made. That simply isnt true. The work done at the library is exceptional. We are are all best and we serve best to the citizens when we work together. Please take the above into consideration.

Enjoy the day  
Adam

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9). kwolf2@hotmail.com

Mon, 08 Mar 2021 10:31:03 AM -0600

"jdawson@lesterlibrary.org" <jdawson@lesterlibrary.org>

Dear Jeff,

I do believe it is time to fully open the library to the public. It's been a year and I work in retail this whole time and we are open. There is no reason you should be keeping the library closed. Open it up for gods sakes this is ridiculous. I am a Two Rivers resident and I pay my taxes and use this library when its open so I expect it to be open. Do something about it please. Thank You, Kim Wolf

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10). Public Input for Tonight's Board Meeting

Margaret Iannitello [maiannitello@gmail.com](mailto:maiannitello@gmail.com)

Tue, 09 Mar 2021 10:47:23 AM -0600

"jdawson" [jdawson@lesterlibrary.org](mailto:jdawson@lesterlibrary.org)

Greetings -

As a resident of Manitowoc County, I am requesting for the Lester Public Library to re-open. According to the Manitowoc County Website, the seven day average of new cases is 3. If it is safe enough for people to go the grocery store or dine inside, based on their OWN preferences, it is safe enough for the library to open on the limited basis discussed in the COVID 19 Reopen plan.

Thank you for your time. Margaret Iannitello, Manitowoc WI

**Approval of Minutes** – Motion to approve the minutes of February 9, 2021 meeting, made by Thomas, second made by Sharon Sleger. Voice vote carried unanimously.

**Expenditures & Financial Reports** – Motion to receive and file the February, 2021 financial reports, made by Thomas, second made by Van Horn. Voice vote carried unanimously.

**Board Member Comment** – Van Horn noted the number of emails sent for public comment calling for the library building to reopen, 20 emails over the past eleven months, is very low compared to 5,277 Lester Public Library registered card holders (0.4%).

**Director's Report** – Dawson answered questions regarding his written report.

Attachment: LBMinutes (3334 : Minutes of Meetings)

**Communications – None**

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

**Report from School District Representative** – The search committee for the opening created for Superintendent Lisa Quistorf’s upcoming retirement is working on parameters for the search. Since March first, over 100 district staff has received at least the first dose of the vaccine. Staff are featuring everyday heroes, by dressing up as nurses, firefighters, police, etc.

**Report from County Representative – No Report**

### **Unfinished Business**

- A. Motion – Barring a surge in COVID-19 cases, the Lester Public Library will reopen the building utilizing the parameters from phase one of the building reopening plan Monday, May 3, 2021 made by Van Horn, second made by Thomas. Voice vote carried unanimously. Library staff will place the reopening information on the library website, Facebook (and other social media outlets), and Herald Times Reporter to communicate this decision to the public.
- B. Dawson presented the final version of the approved 2020 Annual Report.

### **New Business**

- A. Dawson presented the 2020 end of year financial reports for review.
- B. Pennefeather brought a slate of officers forward, Thomas as president and Pennefeather as vice president. The board will vote on the slate at the April 2021 meeting.

**Board Education – None**

**Closed Executive Session** – President Guyette read the Wisconsin Statutes s. 19.85(1)(c) allowing closed session when the employment, promotion, compensation, or performance evaluation data of any public employee under the jurisdiction of the particular government body is being considered. Mr. Guyette stated the reason the Closed Session is in regards to the Library Director’s annual review. He then opened the floor for a motion to enter into Closed Session. Motion made by Kirsten Sleger to enter into Closed Session, second made by Pennefeather. Roll Call Vote: Sharon Sleger – Aye; Larry Thomas – Aye; Kirsten Sleger – Aye; Ned Guyette – Aye; David Pennefeather; Tom Van Horn – Aye; Stanley Palmer - Aye. Motion carried. The Board of Trustees entered into Closed Session at 8:39 PM.

At 8:49 PM, a motion to reconvene in Open Session was made by Thomas, second made by Palmer. Voice vote carried six aye votes with one nay vote (Van Horn).

Motion to adjourn made by Kirsten Sleger, second made by Palmer. Voice vote carried six aye votes with one nay vote (Van Horn). Meeting adjourned at 8:49 pm.

Respectfully submitted, Jeff Dawson, Director



**CITY OF TWO RIVERS**  
**Branding and Marketing**  
**Committee**  
**Summary of Proceedings**  
**5:30-7:00**  
**Thursday March 4, 2021**

In Attendance: Curt Andrews, Michael Ditmar, Travis Stevens, and Gina Krahn  
 Absent: Emilee Rysticken, Abbie Diaz

Staff: Greg Buckley, City Manager, Jeff Dawson, Library Director, Elizabeth Runge Community Development Coordinator, Whitney Froehlich, Communications Coordinator

**1. Call to Order:** 5:30PM Meeting was called to order by Chair Curt Andrews

**2. Approve Minutes from January 13, 2021** - Motion made by Michael Ditmar to approve the minutes. Seconded by Gina Krahn. Motion carried.

**3. Advertising / Marketing support updates (Branded Logo-wear)**

Brand Ambassadors continue to reach out to local businesses. Staff is continuing with Made in Two Rivers materials and the webpage that will be linked from city websites.

TR Coffee mugs came in (144) and are being added to select locations for sale.

Meeting pending with UFO to design TR branded materials for possible sell through a lic. Agreement

Chair Curt Andrews reviewed the budget for Logo wear items from 2020 and through February 2021. He told committee he will be presenting to Council at the March 29th work session meeting.

**4. 2021 Events and marketing support:** Committee discussed the 2021 Events Calendar as the events currently stand. (see attached) Discussion involved using social media to connect the events and push the information to drive visitors to support the schedule and leverage the branding efforts.

Curt and Michael crafting a marketing plan leverage room tax dollar assigned budget to support TR events.

Targeting end of the month (4/1) to have draft proposal then establish meetings with TRBA, Main Street to communicate business opportunities to maximize visitors spend.

**5. Media/Website:**

Staff presented the ExploreTwoRivers.com updates. It has been modified to improve access and use when inputting event information. Staff will provide the social media benchmark updates at the March Council work session and a brief presentation of ExploreTwoRivers.com. Targeted to go live 3/6.

Whitney looking into possible TR links to travel sits though out Wisconsin to help promote TR. Separate list provided for consideration.

Budget approval needed to support additional branding materials such as store front window clings, rubber stamps and stickers for MITR.

Added Gauiter Design Furniture to the Made in TR opportunity following meeting with Curt.

## 6. Project Management

The implementation deck was reviewed, and the members were tasked with sending their top 5 choices to the Chair. The prioritization is meant to target some of the items to move forward on.

## 7. City Signage

Greg reviewed & provided the priority list of new Logo Signage to consider replacing or possible adding new, as we transition from the old logo to the new one.

Estimated costs and timing still pending to help us make an informed decision and establish timing. Looking at opportunities to also leverage banner poles along Memorial drive for branding message this spring.

New water building creative billboard up and will schedule another summer themed one to be designed for placement closer to May.

## 8. Celebrate TR Event

Committee being finalized, Gina to Chair and schedule upcoming planning meeting targeting 3/30. Draft agenda reviewed. Celebrate TR scheduled for 8/28 at Walsh Field.

## 8. SEO Explore Two Rivers

Michael presented SEO results for Explore Two Rivers and plans for key search words moving forward to enhance performance.

## 9. MISC

Curt and Ambassadors need to set up meetings with Chamber and coordinate with Local realtors.

Curt will follow up with Committee members who missed last two meetings to determine IF they still have interest in serving.

**Adjournment:** Meeting adjourned at 7:15 pm



2021 Two Rivers Event Calendar

	March	April	May	June	July	August	September	October	November	December
TR Main Street	1 Mo	1 Th	1 Sa Art Walk Opening , WI Heat youth SB Tour	1 Tu	1 Th Tony Rocker	1 Su Pro Am Beach Soccer Tournament, Acoustic Mayhem-BOTB	1 We	1 Fr	1 Mo	1 We
TRBA	2 Tu	2 Fr	2 Su WI Heat youth SB Tour	2 We	2 Fr	2 Mo	2 Th	2 Sa	2 Tu	2 Th
Lions Club	3 We	3 Sa Easter Egg Hunt, Pancakes with the Bunny	3 Mo	3 Th	3 Sa MC Smith & John Minard , Nettle Hill-BOTB	3 Tu National Night Out	3 Fr	3 Su	3 We	3 Fr
Heart A Rama	4 Th	4 Su	4 Tu	4 Fr	4 Su TR Community Sponsored 4th of July Community Band	4 We	4 Sa Kite Fest	4 Mo	4 Th Heart A Rama	4 Sa
TR Optimist	5 Fr	5 Mo	5 We	5 Sa	5 Mo	5 Th VTR Community Band Highlights Concert, War on the Shore	5 Su Kite Fest	5 Tu	5 Fr Heart A Rama	5 Su
Central Park Concert Series	6 Sa	6 Tu	6 Th	6 Su	6 Tu Chalk it Up School Koenig	6 Fr V Maxwell Street Days , War on the Shore, Catamaran Event	6 Mo	6 We	6 Sa Heart A Rama	6 Mo
Bands on the Beach	7 Su	7 We	7 Fr	7 Mo	7 We	7 Sa War on the Shore , Catamaran Event	7 Tu	7 Th	7 Su	7 Tu
City of Two Rivers	8 Mo	8 Th	8 Sa Price is Right	8 Tu	8 Th The Del Rays	8 Su War on the Shore , Catamaran Event	8 We	8 Fr	8 Mo	8 We
Kiwanis	9 Tu	9 Fr	9 Su	9 We	9 Fr Bare Bones Blind	9 Mo	9 Th	9 Sa Apple Fest	9 Tu	9 Th
TR Parks Activity	10 We	10 Sa	10 Mo	10 Th	10 Sa Brian Lee Day JVA Beach Volleyball Tournament, BLD	10 Tu	10 Fr	10 Su	10 We	10 Fr
Roger Street	11 Th	11 Su	11 Tu	11 Fr Outdoor Movie	11 Su JVA Beach Volleyball Tournament	11 We	11 Sa Gone Fishing, Pig to Pig Walk-TBD	11 Mo	11 Th	11 Sa
Snow Fest	12 Fr	12 Mo	12 We	12 Sa	12 Mo	12 Th Eddie Larsen Classic Memories	12 Su	12 Tu	12 Fr Great Trivia Contest	12 Su
Fire Dept	13 Sa	13 Tu	13 Th	13 Su	13 Tu	13 Fr Roger Street Days, Trivia Night	13 Mo	13 We	13 Sa	13 Mo
TR Cannabis Co.	14 Su	14 We	14 Fr Adult Softball Tournament	14 Mo	14 We Manitowoc Marine Band	14 Sa Roger Street Days	14 Tu	14 Th	14 Su	14 Tu
Cancer Society	15 Mo	15 Th	15 Sa Spring Wine Walk, Adult SB Tour , Electronic Drive	15 Tu	15 Th	15 Su Jeff and Shed -BOTB	15 We	15 Fr	15 Mo	15 We
Friday Night Flicks	16 Tu	16 Fr	16 Su	16 We	16 Fr Kiwanis Fish Derby , Neshotah Beach Volleyball Open	16 Mo	16 Th	16 Sa	16 Tu	16 Th
Lakeshore Knights	17 We	17 Sa	17 Mo	17 Th	17 Su Kiwanis Fish Derby, (acoustic) Shawn Kubiak, Neshotah Beach Volleyball Open	17 Tu	17 Fr	17 Su	17 We	17 Fr
Police Dept	18 Th	18 Su	18 Tu	18 Fr	18 Su Kiwanis Fish Derby, Neshotah Beach Volleyball Open	18 We	18 Sa Ethnic Fest	18 Mo	18 Th	18 Sa
Darla LeClair	19 Fr	19 Mo	19 We	19 Sa	19 Mo	19 Th Clipper City Chordsmen	19 Su Scenic Shore 150	19 Tu	19 Fr	19 Su
Two Rivers Youth Sports	20 Sa Winter Fun Day	20 Tu	20 Th	20 Su	20 Tu Family Night Washington Park	20 Fr Outdoor Movie	20 Mo	20 We	20 Sa	20 Mo
Celebrate Two Rivers	21 Su	21 We	21 Fr	21 Mo	21 We	21 Sa Lenita Krall Memorial Run	21 Tu	21 Th	21 Su	21 Tu
KOLM	22 Mo	22 Th	22 Sa	22 Tu Bike Rodeo Washington Park	22 Th TR Community Band Rock N Roll Concert WI Heat Crazy From the Heat SB Tour	22 Su BOTB- The Honey Goats	22 We	22 Fr	22 Mo	22 We
Acoustic Saturday	23 Tu	23 Fr	23 Su	23 We	23 Fr Snowfest, WI Heat Crazy From The Heat SB Tour, Relay for Life	23 Mo	23 Th	23 Sa	23 Tu	23 Th
	24 We	24 Sa	24 Mo	24 Th Sundae Thursday TR Community Band	24 Sa Snowfest, WI Heat Crazy From The Heat SB Tour, Sweet on Cue	24 Tu	24 Fr	24 Su	24 We	24 Fr
	25 Th	25 Su	25 Tu ? Jazz in the Park	25 Fr Beach Bash, Cool City Classic Car Cruise	25 Su Snowfest, WI Heat Crazy From The Heat SB Tour	25 We	25 Sa Prevent Suicide Walk- TBD	25 Mo	25 Th Thanksgiving Dinner	25 Sa
	26 Fr	26 Mo	26 We	26 Sa Beach Bash , Cool City Classic Car Show	26 Mo	26 Th CRS	26 Su	26 Tu	26 Fr	26 Su
	27 Sa	27 Tu	27 Th	27 Su Beach Bash	27 Tu	27 Fr Lonz's/SC Concrete Softball Tournament	27 Mo	27 We	27 Sa Hometown Christmas Parade Small Buisness Saturday	27 Mo
	28 Su	28 We	28 Fr	28 Mo	28 We TR Community Family and Friends Concert (NP)	28 Sa Celebrate Two Rivers, Lonz's/SC Concrete Softball Tournament, Stricken	28 Tu	28 Th Heart A Rama	28 Su	28 Tu
	29 Mo	29 Th	29 Sa	29 Tu	29 Th Bella Musik	29 Su Lonz's/SC Concrete Softball Tournament	29 We	29 Fr Fall Wine Walk Heart A Rama	29 Mo	29 We
	30 Tu	30 Fr	30 Su	30 We	30 Fr Pro Am Beach Soccer	30 Mo	30 Th	30 Sa Downtown Trick or Treat, Heart A Rama	30 Tu	30 Th
	31 Tu		31 Mo Memorial Day Parade		31 Sa Brew Dash, Pro AM Beach Soccer Tournament, 10 Strings	31 Tu		31 Su Trick O Treating		31 Fr



**COMMITTEE ON AGING**  
**Monday, March 1, 2021 - 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	Present	
Richard Langman	Board Member	Present	
Gerald Lyons	Board Member	Present	
Donna Reilly	Board Member	Excused	
Bette Roidt	Board Member	Excused	
Lenore McDonough	Board Member	Present	
Bill LeClair	Councilmember	Present	
Jerome Schubring	Board Member	Present	

Catahy Ley, ADRC of the Lakeshore Director - Present via phone  
 Terri Vosters, Parks and Recreation Director - Present  
 Tammy Desten, Senior Center Supervisor - Present

**III. Minutes**

Committee on Aging December 7, 2020 meeting minutes were presented. Motion to approve by Jerry Schubring. Second by Richard Langman. Approved and accepted.  
 January - meeting cancelled  
 February - no meeting quorum

**IV. Input from Public**

N/A

**V. Correspondence & Press**

N/A

**VI. Committee Reports**

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

Cathy Ley explained the ADRC of the Lakeshore building is open. If possible, appointments are scheduled by phone and video. Home delivered meals continue. Congregate will probably not resume until fall with new state rules and recommendations. The ADRC continues to hold virtual classes and support groups, the current offerings may be found at <https://www.co.manitowoc.wi.us/departments/aging-and-disability-resource-center/events/>. Educational materials including a new set of informational dvd's on dementia are now available through the lending library. Every three years a new Aging Plan is developed. The

2022 - 2024 Community Aging Plan is due October 2021. Continue to beware of scams including checks from the government.

b. City Council - Bill LeClair

Bill LeClair stated the summer will be filled with many activities on the beach and downtown. Details can be found at [exploretworivers.com](http://exploretworivers.com). Several street and construction project bids will be recommended to be awarded during the City Council meeting this evening. The committee discussed snow removal and lifting winter parking ban. New possible business projects on the M&M lunch property and Blue Parrot. Splash Pad & Ice Rink Committee will be meeting to move forward with planning process.

c. Recreation Department Programs - Terri Vosters

Terri Vosters explained Parkitecture + Planning is working on plans for the Splash Pad and Ice Rink Committee to weigh their options for the best location for the new project. The week of March 22, new carpet will be installed in the lower level of the Community House hallway, Recreation Supervisors office and Senior Center office. New staff members; Ethan Jones, Recreation Supervisor and JR Seebantz, Parks & Cemetery Lead Worker began with the department in February. Terri, Ethan and Rebekkah Hansen are working to have the Spring / Summer program book ready the 4th week of March. Improvements on Neshotah beach are proposed in three phases are in process. The new Riverside Park equipment will be installed in spring.

d. Senior Center - Tammy Desten

Tammy Desten gave an overview of the recent fundraisers: Christmas cookie sale sold 250 dozen with a profit of \$1,187 and the February Soup Sale sold 154 quarts with a profit of \$1,191. Pre sold 100 St Patrick's Corned Beef and Cabbage Dinners for the upcoming sale. The AARP tax preparation program is cancelled for 2021. Cinco De Mayo to go dinner fundraiser May 5. Rummage Sale May 20-21. Adjusting programming and office hours during carpet installation during the week of March 22. Programming going well with continued pre-registration, sanitizing and staggering of classes and activities. Continuing to work closely with the Wisconsin Association of Senior Centers as we progress through the pandemic.

e. TRIAD

No Report

VII. New Business

VIII. Continuing Business

IX. Adjournment

Respectfully submitted by Tammy Desten, Senior Center Supervisor

**CITY OF TWO RIVERS  
BOARD OF CANVASSERS FOR SPRING ELECTION  
PROCEEDINGS  
Wednesday, April 7, 2021; 10:30 AM  
City Clerk's Office – City Hall**

**Call to Order**

The meeting was called to order by City Clerk Jamie Jackson at 10:30 AM.

**Roll Call**

Present: Lisa Kuehn, Deputy Clerk; Brian Kohlmeier, Police Chief, Dave Buss, Finance Director and Jamie Jackson, City Clerk.

City Clerk presented the Unofficial Statement of Results of the City Election for City Councilmember:

Curt Andrews received 902 votes  
Jeff Dahlke received 862 votes  
Tracey Koach received 880 votes

City Clerk Jackson presented the Unofficial Statement of Canvassers for City Offices, naming Curt Andrews, Jeff Dahlke and Tracey Koach to the office of City Councilmember for three year terms.

A motion was made by Brian Kohlmeier, seconded by Lisa Kuehn, to approve the Statement of Results of the City Election for Councilmembers naming Curt Andrews, Jeff Dahlke and Tracey Koach to the office of City Councilmember for three year terms. Upon a roll call vote, Ayes (4) Noes (0) None. Motion carried.

**Adjournment**

At 10:38 AM, a motion was made by Brian Kohlmeier, seconded by Dave Buss, to adjourn the meeting. Upon a voice vote, motion carried.

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Lisa M. Kuehn  
Deputy City Clerk

**CITY OF TWO RIVERS CITY COUNCIL  
PERSONNEL AND FINANCE COMMITTEE  
Wednesday, April 7, 2021  
5:00 p.m.  
3<sup>rd</sup> Floor Council Chambers**

**Call to Order**

The meeting was called to order by Committee Chairman Mark Bittner at 5:02 p.m.

**Roll Call**

Committee Members Present: Curt Andrews, Mark Bittner, Bill LeClair.

Also Present: Bonnie Shimulunas, Councilmember; Gregory Buckley, City Manager; Dave Buss, Finance Director, Jamie Jackson, City Clerk, and Justin Fischer, Robert W. Baird (via Zoom).

**Presentation by Justin Fischer, Robert W. Baird & Company, Regarding Financing for 2021 City Capital Projects and Possible Refinancing of Existing City Debt for Interest Savings**

Justin Fischer presented a financing plan for 2021 budgeted capital projects, which will require borrowing \$1,915,000. The plan's projections were based on a ten-year term, at an estimated interest rate of 1.97 percent.

He also showed the interest cost savings that would likely result from refinancing \$780,000 owed to the State Trust Fund Loan Program, on a 20-year borrowing done in 2019 for the downtown hotel project (debt service supported by TID No. 12). He projected that an 18-year taxable issue, at an estimated interest rate of 2.67 percent, would net the City interest savings of \$69,250 over the life of the issue.

Mr. Fisher noted that, while there has been some volatility in the bond market in recent weeks, rates remain very favorable. He stated that the next step in the financing process would be Council action on a "parameters resolution," authorizing the City Manager or Finance Director to sign off on a bond sales at the interest rate that falls within parameters designated by the Council. He suggested that the resolution for the 10-year tax-exempt issue authorize a maximum rate of 2.5 percent and the resolution for the 18-year taxable issue authorize a maximum rate of 3.0 percent.

Mr. Fischer then reviewed projections for future City General Obligation debt levels and annual debt service requirements, based on average borrowing of \$1,750,000 for capital projects in 2022 and future years. He noted that such ongoing capital projects borrowing, assuming an average interest rate of 4 percent, shows debt service remaining level, at about \$2.36 million annually.

(See attached copy of Justin Fischer's presentation.)

**Recommendation to City Council Regarding Financing**

Following discussion, Curt Andrews moved, supported by Bill LeClair, to recommend Council approval of the parameters resolutions for new borrowing and refinancing as presented by the City's financial consultants at Baird. The motion was approved by voice vote, without dissent.

Mr. Fischer left the meeting at this point.

Mr. Buckley then reviewed a listing of 2021 capital projects as budgeted, as well as the "Resolution of Intent to Reimburse from Proceeds of Borrowing" approved by the City Council on February 1, 2021. He noted that there were no proposed deletions from that list, and that some of the capital expenditures have already been made in the first quarter of 2021, but will be reimbursed from the proceeds of borrowing, per the resolution.

Personnel and Finance Committee  
 April 7, 2021  
 Page 2

Mr. Buckley also presented a recommendation that the Committee and the Council consider the possible addition of \$28,000 for Park and Recreation capital borrowing, to fund a “zip line” piece of play equipment for Neshotah Park. He noted that the purchase of this piece of equipment would add to Phase 1 of an upgrade to the play equipment at the City’s largest park, and that this addition has been advocated by Council member Wachowski and has the support of the Parks and Rec Director and the Advisory Rec Board, if funding can be secured in the current year’s budget.

He suggested that the 2021 Capital Projects budget could be amended, to add such funding for Parks and Rec capital outlay, if offsetting savings could be identified in other areas of the 2021 Capital Budget. He added that half of the required amount, \$14,000, could be taken from Public Works Capital, where the purchase of a replacement front end loader came in \$14,000 below budget.

Following discussion, Bill LeClair moved, supported by Curt Andrews, to express the Committee’s support for such an amendment to the 2021 Capital Budget, if sufficient savings could be identified to offset the additional \$28,000 for playground equipment. The motion was approved by voice vote, without dissent.

City Clerk Jackson left the meeting at this point.

**Review 2020-2021 Strategic Goals and Objectives, Discuss Possible Amendments and Additions for 2021-2022 Strategic Goals**

City Manager Buckley noted that Committee members and the rest of the City Council had been provided with a copy of the City of Two Rivers Strategic Goals and Objectives as adopted by Council in June 2020 including additions and changes from the December 2020 Work Session meeting. He added that Councilmembers had been asked to communicate any suggested changes or additions to him or the Committee members.

Chairman Mark Bittner stated that Councilmember Darla LeClair had contacted him regarding the goals and objectives and stated that she considered the list to be comprehensive and providing good guidance for the coming year.

Committee members and others present proceeded to review in detail the list of goals and objectives; changes agreed upon by consensus during this discussion will be incorporated into a revised listing to be compiled by the City Manager and presented at the next meeting of this Committee.

**Consider Date and Time for Next Meeting**

It was agreed that this committee will not meet again until after the City Council reorganizational meeting on April 20 and the Council President’s subsequent appointment of Council committees.

**Adjournment**

LeClair moved, seconded by Andrews, to adjourn the meeting at 8:00 p.m. Motion carried.

Gregory Buckley  
 City Manager

CITY OF TWO RIVERS  
COMMUNITY DEVELOPMENT AUTHORITY AND  
BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE  
PROCEEDINGS

Tuesday, March 23, 2021 at 5:15 PM

Council Chambers - City Hall

**Call to Order**

The meeting was called to order by Chair Gregory Coenen at 5:15 PM.

**Roll Call**

BIDC/CDA Members present: Curt Andrews, , Gregory Coenen, Darla LeClair, Keith Lyons, Dick Klinkner, Don Karman, , Tracey Koach , Dan Wettstein, and Tracy Yaggie. Absent Betty Bittner

Also present were Amy Townsend and Jason Koenig of Berkshire Hathaway Gregory Buckley, City Manager, Elizabeth Runge, Community Development Director.

**Update, Review and Recommendation on Sandy Bay Highlands**

Berkshire Hathaway presented that there are 39 residential properties for sale in Manitowoc County. She presented that there were 27,071 website, 11,254 mobile and 3,885 Facebook views of the Sandy Bay Subdivision. The cost of materials could be a deterrent to buying the lots for building a home; however, interest rates are favorable. The committee discussed in the future entertaining the idea of sale prices, or incentives such as price reduction for asphalt of the streets, or landscape allowances, or other incentives.

**Update, Review and Recommendation on 2023 Washington Street Property**

Berkshire Hathaway presented that the property has been on the market for 46 days. It has received 8,419 total views with 2,811 unique prospects. He said he was talked two slightly more interested parties but there have been no offers to date. The committee discussed in the future the prospect of price reduction and other incentives.

**Review and Recommendation of Updated Housing Program**

Staff made adjustments which included the reduction of the total loan amount available to \$10,000, focusing only on exterior improvements and other implementation criteria.

A motion was made by Keith Lyons and seconded by Dick Klinkner recommending the Transform Two Rivers Housing program to Council for approval to implement.

**Closed Executive Session**

A motion was made by Darla LeClair and seconded by Tracy Yaggie to go into closed session.

**Adjournment**

At 6:45 PM, a motion was made by Dick Klinkner, seconded by Darla LeClair, to adjourn. Upon a voice vote, motion carried.

**CITY OF TWO RIVERS**  
**Room Tax Commission**  
**Wednesday, April 1, 2021**  
**5:00 PM**  
**Council Chambers, City Hall**

**1. Call to Order**

The meeting was called to order by Commission member Mark Bittner at 5:05 PM.

**2. Roll Call**

Committee Members present: Curt Andrews, Mark Bittner, Bill LeClair, Jim VanLanen, Jr., and Greg Buckley.

Also present: Manitowoc Area Visitor and Convention Bureau (MAVCB) Director Jason Ring.

**3. Review 2020 Room Tax Revenues and Spending**

Commission member Andrews, who also chairs the City's Branding and Marketing Committee, reviewed 2020 Tourism Marketing activities funded through Fund 258. He noted that the report he was presenting was prepared by the City's Finance Department.

That report showed 2020 City Tourism Marketing revenues totaling \$22,920.25: \$15,000 from room taxes retained by the City, \$2,000 from private donations (for Celebrate Two Rivers event) and \$5,920.25 from TR Logowear sales.

Related spending for 2020 totaled \$19,518.10, for various activities related to advertising City Parks and Rec concerts and movies, the first Celebrate Two Rivers event, TR Logowear wholesale purchases, and various advertising and promotion activities.

**4. Review 2021 City Room Tax Budget and Consider 2021 Tourism Marketing Plan for City Use of Room Tax Dollars**

Mr. Andrews then reviewed plans for utilizing \$20,000 in 2021 Room Tax funds retained by the City in Fund 258, Tourism Marketing,

He first highlighted progress made over the past year, and plans for the coming year, relative to the EXPLORETWORIVERS.COM website and implementation of the City's branding project.

He then reviewed details for a 2021 Marketing and Advertising Plan that would supplement \$20,000 in room tax funds with an anticipated \$2,200 in private donations, and would spend a total of \$21,950.

Major activities identified included support for City Parks and Rec Events, including Bands on the Beach, Movies on the Beach and Concerts in the Park. Also, the second annual Celebrate Two Rivers event, continued purchases of TR logowear for resale through local retail outlets, continued support for the EXPLORETWORIVERS.COM website, and various advertising and marketing initiatives.

Both Mr. Andrews and Mr. Buckley noted that, while the budget shows expenses associated with the purchase of more logowear for resale, there is no corresponding revenue number shown for logowear sales. This means that, as logowear sales continue, there will be additional net revenues available for the City to use in support of tourism promotion.



Room Tax Commission

April 1, 2021

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(A copy of the detailed budget, as presented by Mr. Andrews, is attached.)

Following discussion, Mark Bittner moved, supported by Bill LeClair, to approve the 2021 City Marketing and Advertising Budget, using City-retained room tax funds, as presented.

The motion was approved by voice vote, without dissent.

Jason Ring left the meeting at this point.

### **5. Closed Executive Session**

At 6:00 PM, Mark Bittner moved, supported by Bill LeClair, to enter into closed session per Wisc. Stats. Section 19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public fund, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Topic: Discuss upcoming negotiations with the City of Manitowoc and the Manitowoc Area Visitor and Convention Bureau, related to a successor to the current Tourism Services Agreement—Current Agreement Expires December 31, 2021

The motion was approved by the following roll call vote. Voting yes: Curt Andrews, Mark Bittner, Greg Buckley, Bill LeClair and Jim VanLanen, Jr. Voting no: none.

### **6. Reconvene in Open Session—Possible Action in Follow-Up to Closed Session Discussions**

Bill LeClair moved, supported by Mark Bittner, to adjourn the closed session and reconvene in open session at 7:17 PM. The motion was approved by voice vote, without dissent. No further action was taken.

### **7. Set Date and Time for Next Meeting of Room Tax Commission**

It was agreed that at least one additional meeting would be needed, in advance of the planned joint meeting with the Manitowoc Room Tax Commission and MAVCB Board, regarding a new Tourism Services Agreement. That meeting will be held on Tuesday, April 13 at 5:30 PM at Manitowoc City Hall.

### **8. Adjournment**

Jim VanLanen, Jr. moved, supported by Curt Andrews, to adjourn the meeting at 7:17 PM. The motion was approved by voice vote, without dissent.

Respectfully Submitted,



Gregory E. Buckley  
City Manager

# City of Two Rivers

Marketing and Advertising Report

As of 4/9/2021

	REVENUES		FORECAST 2021	Thru 4/9/2021 2021	TOTAL
	2020				
Room Tax Fund	\$ 15,000.00		\$ 20,000.00	\$ 20,000.00	\$ 35,000.00
Private Donations	\$ 2,000.00		\$ 2,200.00	\$ -	\$ 2,000.00
TR Logowear Sales	\$ 5,920.25		\$ -	\$ 1,578.00	\$ 7,498.25
<b>TOTAL REVENUES</b>		\$ 22,920.25	\$ 22,200.00	\$ 21,578.00	\$ 44,498.25
<b>EXPENSES</b>					
<b>Support City Parks &amp; Rec Events</b>					
Bands on the Beach	\$ 200.00		\$ 500.00	\$ -	\$ 200.00
Movies			\$ 300.00	\$ -	\$ -
Music In The Park			\$ 500.00	\$ -	\$ -
Banners on Beach/Memorial Drive	\$ 1,059.50		\$ 1,000.00	\$ -	\$ 1,059.50
<b>Celebrate TR Event</b>					
Speilbauer Fireworks	\$ 1,500.00		\$ 1,500.00	\$ -	\$ 1,500.00
Face Painting Artist	\$ 337.50		\$ 350.00	\$ -	\$ 337.50
Band			\$ 1,600.00	\$ -	\$ -
Staging Costs			\$ 400.00	\$ -	\$ -
Event Facebook and Social media			\$ 100.00	\$ -	\$ -
Event Giveaways	\$ 1,108.53		\$ 500.00	\$ -	\$ 1,108.53
Krahn-Balloons for event	\$ 162.47		\$ -	\$ -	\$ 162.47
Games & Prizes	\$ -		\$ 300.00	\$ -	\$ -
<b>Logowear Purchases</b>	\$ 8,000.90		\$ 2,000.00	\$ 1,766.08	\$ 9,766.98
<b>Other</b>					
MAVCB Travel Guide Ad	\$ 1,200.00		\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
USA Today ads - Power Play Mktg	\$ 1,650.00		\$ -	\$ -	\$ 1,650.00
Banners on Water Treatment Plant	\$ -		\$ 1,500.00	\$ 437.42	\$ 437.42
New Logo on City Hall	\$ -		\$ 700.00	\$ -	\$ -
New Sign/Logo on Rotary Pavilion	\$ -		\$ 400.00	\$ -	\$ -
Civic Brands -T2T videos	\$ 1,500.00		\$ -	\$ 1,600.00	\$ 3,100.00
TR Clothing-Downtown Banners	\$ 2,088.00		\$ -	\$ -	\$ 2,088.00
Bus Advertising	\$ -		\$ 1,500.00	\$ -	\$ -
Ads on sites throughout Wisconsin	\$ -		\$ 700.00	\$ -	\$ -
Stamps/Supplies/Window decals/stickers	\$ -		\$ 900.00	\$ -	\$ -
Kiosk/Main Street	\$ -		\$ 2,000.00	\$ -	\$ -
GODADDY.com Domain/Calendar Work	\$ 711.20		\$ 800.00	\$ 569.51	\$ 1,280.71
Update TR.org with new logo/Made in TR	\$ -		\$ 1,200.00	\$ 293.31	\$ 293.31
Update Explore TR Site/Maintain	\$ -		\$ 2,000.00	\$ -	\$ -
<b>TOTAL EXPENSES</b>		\$ 19,518.10	\$ 21,950.00	\$ 5,866.32	\$ 25,384.42
<b>Revenues less Expenses</b>		\$ 3,402.15	\$ 250.00	\$ 15,711.68	\$ 19,113.83

**Room Tax Commission  
Monday, April 12, 2021  
4:00 PM  
Council Chambers, City Hall**

**1. Call to Order**

The meeting was called to order by Commission member Mark Bittner at 4:00 PM.

**2. Roll Call**

Committee Members present: Curt Andrews, Mark Bittner, Bill LeClair and Jim VanLanen, Jr.

Arrived Late: Greg Buckley (4:30 PM).

Also present: Community Development Director Elizabeth Runge, Peter Crabbe of the Hamilton Wood Type and Printing Museum.

**3. Closed Executive Session**

At 4:00 PM, Curt Andrews moved, supported by Bill LeClair, to enter into closed session per Wisc. Stats. Section 19.85(1)(e), deliberating or negotiating the purchasing of public properties, the investing of public fund, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Topic: Discuss upcoming negotiations with the City of Manitowoc and the Manitowoc Area Visitor and Convention Bureau, related to a successor to the current Tourism Services Agreement—Current Agreement Expires December 31, 2021

The motion was approved by the following roll call vote. Voting yes: Curt Andrews, Mark Bittner, Bill LeClair and Jim VanLanen, Jr. Voting no: none.

**4. Reconvene in Open Session—Possible Action in Follow-Up to Closed Session Discussions**


Curt Andrews moved, supported by Mark Bittner, to adjourn the closed session and reconvene in open session at 5:30 PM. The motion was approved by voice vote, without dissent.

Action: Curt Andrews moved, supported by Bill LeClair, to adopt the position statement reviewed by the Commission in closed session, for presentation at the upcoming April 13, joint meeting of this Commission with the Manitowoc Room Tax Commission and MAVCB Board. The motion was approved by voice vote, without dissent.

**5. Set Date and Time for Next Meeting of Room Tax Commission****6. Adjournment**

Jim VanLanen, Jr. moved, supported by Curt Andrews, to adjourn the meeting at 7:17 PM. The motion was approved by voice vote, without dissent.

Respectfully Submitted,

  
Gregory E. Buckley  
City Manager

**CITY OF TWO RIVERS  
SPLASH PAD AND ICE RINK SPECIAL PLANNING COMMITTEE  
MINUTES  
April 8, 2021  
6:00 P.M.**

1. Call to Order

The meeting was called to order by City Manager Greg Buckley at 6:00 P.M.

2. Roll Call

Committee Members Present: Sheila Bialek, Wendy Kozlowski-Brandt, Nathan Kronforst, Kathy Peterson, Jayne Rulseh, Alyssa Schmidt (via Zoom) and Scott Steckmesser. Committee members absent: Councilmember Jay Remiker. (Note: There is one Councilmember vacancy on the Committee at this time.)

City Staff Present: Elizabeth Runge, City Planner/Community Development Director; Terri Vosters, Parks and Recreation Director; Greg Buckley, City Manager. Two Rivers Main Street Program Staff Present: Roger Russove, Executive Director.

Citizens Present: City Councilmembers Curt Andrews, Mark Bittner and Kay Koach, City Councilmember-elect Tracey Koach, Betty Bittner, Lee Hansen and Bridget Barrett (via Zoom).

Also present: Project design consultant Blake Theisen of Parkitecture + Planning.

Mr. Buckley noted that each of the committee members attending in person had been provided with a copy of the minutes of the January 21, 2021 initial committee meeting.

3. Election of Committee Chair and Vice Chair

Mr. Buckley requested nominations for the positions of committee chair and vice chair; none were offered. Mr. Theisen suggested that the committee return to this agenda item following his presentation and committee discussion of prospective project locations.

4. Address Alternative Sites: Central Park West, Neshotah Park and Washington Park—  
Report from Project Consultant Blake Theisen of Parkitecture + Planning

Mr. Theisen presented his report, reviewing the three possible locations that had been identified at the Committee's January meeting. His comments regarding the three sites included:

# Splash Pad and Ice Rink Sspecial Planning Committee

April 8, 2021

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--Neshotah Park Site: Primary users of splash pad would likely be visitors; parking is at a premium during summer months; high water table may pose a problem for splash pad foundations and mechanicals; ice skating rink would likely not be located at this park. Side note: park playground equipment is in need of replacement. (Terri Vosters reported that her department is implementing Phase 1 of a playground equipment replacement and upgrade project in 2021.)

--Washington Park: Primary users at this site would likely be local; plenty of room; parking adequate; could readily accommodate both splash pad and ice rink uses. Side note: a well-designed community park, with a good variety of facilities.

--Central Park West: A good location to serve both local residents and visitors/tourists; downtown location could benefit downtown development; nearby Community House offers existing restrooms and support facilities; would entail a more extensive project, likely involving reconstruction of the entire park; trees at north end of park are in poor condition and need replacing; replacing bandstand with new structure at north or south end of park could increase functionality of this space; acknowledges safety concerns due to proximity to Washington Street/STH 42, but feels these can be addressed through design features; likely to place a smaller splash pad structure at this site.

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Following Mr. Theisen's presentation, committee and audience members discussed the various sites.

Mark Bittner asked a question about water consumption and the cost of utilities. Mr. Theisen addressed the desire to keep daily water use under 50,000 gallons, which would allow the splash pad to be a "flow through" facility, with water discharged to the storm sewer, avoiding the recirculation and water treatment costs that would be incurred if the facility used over 50,000 gallons of water per day—this due to applicable State regulations.

Addressing concerns expressed at the January meeting about the safety of small children who would be playing at the splash pad with a heavily-travelled street nearby, Mr. Theisen suggested that, with the drop in elevation from Washington Street to West Park Street, the splash pad area could be recessed below Washington Street level, with retaining walls creating a barrier that would deter children from darting from the splash pad into the street.

Mr. Buckley then asked for each of the committee members to state whether they had a preferred site.

--Scott Steckmesser stated that he preferred the Central Park West location, noting that this project would bring year-round outdoor activities to that location and would benefit economic development in Two Rivers' downtown.

--Wendy Kozlowski-Brandt stated that she preferred the Central Park West location, for the same reasons Mr. Steckmesser had stated, and because the area would offer a variety of activities for all generations.

--Kathy Peterson stated that, as a grandmother of young children, she likes the Central Park West location best.

--Sheila Bialek stated that she loves the Central Park West location for the variety of uses it would bring downtown.

--Jayne Rulseh stated her preference for the Central Park West site, "if done right" with good design that addressed child safety concerns (proximity to traffic) and if the splash pad is presented as an art form, as well as a functional play space

--Alyssa Schmidt, noting her prior concerns about child safety at the Central Park West site, stated that she now supports that site, provided that the design takes into account those safety concerns.

--Nate Kronforst, noting his original support as a downtown business owner for Central Park West site, affirmed that support.

Comments offered by other attendees included:

- Statements by Mark and Betty Bittner in support of the Central Park West site
- A statement by Tracey Koach that she supported the Central Park West location, provided that the design addressed child safety concerns and the need for the splash pad to be both functional and a piece of public art.
- A statement by Kay Koach that she preferred the Washington Park location, due to safety and liability concerns about placing a children's play space in Central Park, in proximity to a state highway.
- A statement by Lee Hansen, in support of the Central Park West location
- A statement by Parks and Recreation Director Terri Vosters that she preferred Washington Park from a parks and rec perspective, but appreciated the community benefits of the downtown location and that the design of the splash pad would be different than if it were placed in a park setting.
- Comments by Community Development Director Elizabeth Runge about the economic development advantages of the downtown location



--A statement by City Manager Greg Buckley that he liked the Central Park West location because it would serve both residents and visitors, and because Central Park West is in need of a major revamping.

--A statement by Two Rivers Main Street Program Director Roger Russove, in support of the downtown/Central Park West location.

5. Other Design Considerations

Mr. Theisen noted that he had brought a couple of examples of splash pad spray heads, for inspection by committee members.

6. Review of Next Steps in Planning Process

Mr. Buckley stated that, given the unanimous position of committee members in support of the Central Park West location, he would like to take that recommendation to the City Council at its monthly work session on April 26, seeking approval to now focus the planning process on that location. If the Council agrees with this recommendation, then the next meeting could focus on preliminary design concepts for that space.

He added that a final design concept and cost estimates could then be completed by early Summer, so fund-raising and funding applications for 2022 construction could proceed. If Council were to approve final design during the second half of 2021 and fund-raising was successful, the project could be bid in December-January for Spring 2022 construction.

The City Manager encouraged Committee members to attend that 6:00 PM meeting on April 26, and asked for the design consultant to attend via Zoom, if possible.

7. Reconsider Election of Committee Chair and Vice Chair

Mr. Buckley asked if any committee members were now interested in serving in these positions. Sheila Bialek volunteered to serve as committee chair, and Wendy Kozlowski-Brandt volunteered to serve as vice chair. Nathan Kronforst moved, supported by Kathy Peterson, to cast a unanimous ballot to elect Sheila as Chair and Wendy as Vice Chair.

The motion was approved by voice vote, without dissent.

8. Other Questions or Concerns—None.

9. Reminder: City Council Work Session on April 26 at 6:00 PM; next committee meeting on May 6 at 6:00 PM.



Splash Pad and Ice Rink Special Planning Committee  
April 8, 2021  
Page 5

10. Adjournment

There being no further business to come before the committee, Mr. Buckley declared the meeting adjourned at 8:00 PM.

Respectfully submitted,



Gregory E. Buckley  
City Manager



**TWO  
RIVERS**  
WISCONSIN

**CITY CLERK**

1717 E. Park Street  
P.O. BOX 87  
Two Rivers, WI 54241-0087

10.C.2.a



## MEMO

**DATE:** April 14, 2021  
**TO:** City Council and City Manager Greg Buckley  
**FROM:** Jamie Jackson, City Clerk/Human Resources Director  
**SUBJECT:** Monthly Updates

### ELECTIONS:

Votes were cast by 1,326 of the City's 6,654 registered voters in the April 6 Spring Election resulting in a 19.93% voter turnout. Of those, 558 votes were cast by absentee ballot. Results from the City of Two Rivers are as follows:

#### State Superintendent of Public Instruction:

Jill Underly – 737  
Deborah Kerr – 564

#### Court of Appeals Judge District 2:

Jeffrey Davis - 600  
Shelley Grogan – 682

#### City Councilmember (Vote for 3):

Curt Andrews – 902  
Jeff Dahlke – 862  
Tracey Koach - 880

#### Two Rivers School Board (Vote for 2):

Zak Peterson - 912  
Maria Veldre - 845

### HUMAN RESOURCES UPDATES:

- Chris Vanderveren was hired as the permanent part-time Cemetery and Parks Maintenance worker. Chris started on April 5, 2021.
- Gina Sampe has accepted the Utility Administrative Assistant position. She will begin on April 26, 2021.
- A conditional offer of employment for the Police Secretary position was issued to the top candidate.

### OPERATOR'S LICENSES ISSUED:

On May 4, 2020 the City Council authorized the City Clerk to issue Operator's Licenses. The following licenses have been issued since the 3/15/2021 Council meeting:

Name	Address	Duration
Dinorah I. LaPorta	2303 Washington St., Two Rivers	2 years
Miranda A. Guehlstorf	2812 School St., Two Rivers	2 years
Thomas G. Neuman	3004 Adams St., Two Rivers	2 years
Dharma R. Dhungana	3337 Mishicot Rd., Two Rivers	2 years

Attachment: Clerk Report (3335 : Department Reports)



www.two-rivers.org



920.793.5526



920.793.5512

Packet Pg. 56

## COMMUNITY DEVELOPMENT February 2020 REPORT

Elizabeth Runge, Director



### I. Focus relentlessly on fiscal new revenue streams and operational sustainability.

- TID 14 first draft reviewed by the Plan Commission.
- Staff submitted a Site Assessment Grant application to WEDC for a mold, lead paint and asbestos survey and a Wisconsin Assessment Monies application to the DNR for limited site soil investigation for Paragon Building A.
- Staff have updated the City website regarding city-owned property and commercial property for sale. (<http://www.two-rivers.org/available-properties.php>).
- Staff is providing support to the room tax commission.

### III. Drive strategic community development.

- Comprehensive Plan discussion focused on Land Use. To provide feedback about areas within the City, please go to the City's Home Page and click on the link to type comments directly on the map Comprehensive Plan Update: <http://www.two-rivers.org/>
- Council approved Transform Two Rivers Housing Program and staff is preparing distribution information of the program. The City website is updated with Housing Assistance located at <http://www.two-rivers.org/block-grant.php>
- Modifications to the zoning code have been prepared and reviewed by the Plan Commission for review by Council. These are designed to facilitate development in coordination with the comprehensive plan and other plans adopted by the City.

### VI. Enhance and promote the City identity and brand story throughout the region.

- Communication staff is working with departments to incorporate logo(s) onto City vehicles as they become available.
- Communication staff is working with public works for sign creation. Several signs have been made internally.

Follow on:

FaceBook: <https://www.facebook.com/TwoRiversWisconsin>

Instagram: [https://www.instagram.com/two\\_riverswi/](https://www.instagram.com/two_riverswi/)

LinkedIn: City of Two Rivers: [www.linkedin.com/company/tworiverswi/](http://www.linkedin.com/company/tworiverswi/)

Two Rivers Electric Department  
Monthly Report For  
April 2021

Electric Consumption in KWH:

This Month: March Data

2016	2017	2018	2019	2020	2021	%Change from 2016-2021	%Change from 2020-2021
6,757,438	6,979,096	6,758,672	6,904,213	6,779,558	6,870,833	1.68%	1.35%

Year-to-Date:

2016	2017	2018	2019	2020	2021	%Change from 2016-2021	%Change from 2020-2021
20,951,232	20,714,868	20,965,750	21,040,570	20,739,583	21,341,034	1.86%	2.90%

Cost of Electricity Purchased in Dollars:

This Month:

2016	2017	2018	2019	2020	2021
\$ 522,950.20	\$ 530,963.90	\$ 487,999.89	\$ 480,439.18	\$ 460,489.17	\$ 468,102.95

						%Change from 2016-2021	%Change from 2020-2021
\$0.0774	\$0.0761	\$0.0722	\$0.0696	\$0.0679	\$0.0681	-11.97%	0.30%

Attachment: Electric Report (3335 : Department Reports)

# Fire Department Monthly Report

## March 2021

10.C.2.d

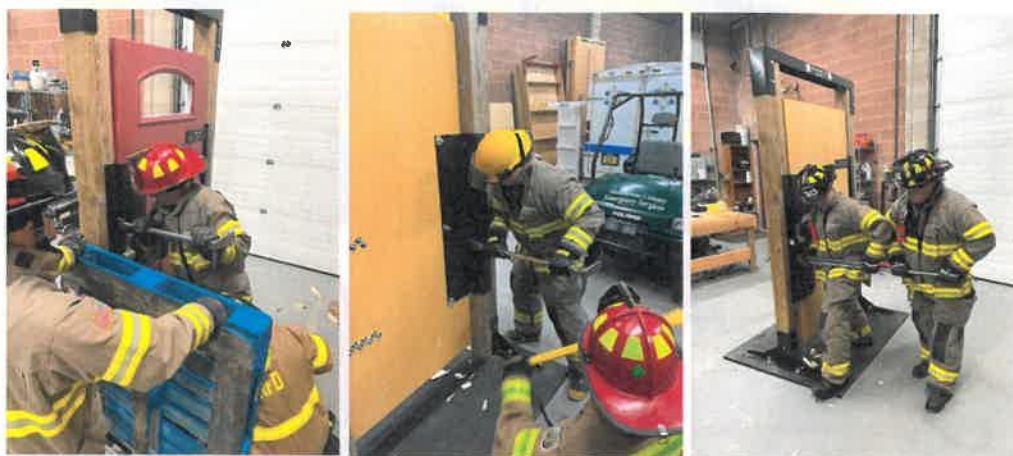
			Monthly			Year to Date 2021			Year to Year 2020		
Total Incident Responses			154			480			466		
EMS Response			137			439			428		
	Total Patients		120			350			347		
	On Scene		88			311			355		
	Interfacility Transports		49			143			172		
	Intercepts		2			9			3		
	Other		0			0			0		
EMS Revenue		Date of Service Report		Monthly		Year to Date 2021			Year to Year 2020		
EMS Operations Billing Information	SDC and TRIP Revenue		\$79.38		\$6,566.04			\$14,541.42			
	Charges		\$164,113.83		\$413,277.29			\$406,691.04			
	Payments		\$44,182.88		\$146,727.89			\$189,079.85			
	Adjustments		\$62,887.86		\$147,103.46			\$105,477.24			
	Change + or - in Accounts Receivable		\$57,043.09		\$119,445.93			\$112,133.95			
Monthly Collection Percentage			26.92%		35.50%			46.49%			
Fire Incidents		Total Fire Incidents		17		41			38		
	Structural		0		2			1			
	Fire Other		1		3			5			
	Unauthorized		2		2			2			
	Hazardous Condition		4		9			7			
	False / Cancelled		5		15			8			
	Service Calls		5		10			5			
Overlapping calls						64			73		
Occup/ Inspect		Total Inspections		56		57			53		
	General		0		0			53			
	Special/Other/Consults		1		1			0			
			Violations		13			15			
			Corrections		3			5			
Training		Total Hours		625		1383			1485		
	Fire Training		405		863			985			
	EMS Training		160		340			240			
	Community Based Outreach		60		180			120			
See attached training summary											
Public Education			Monthly			Year to Date 2021			Year to Year 2020		
Totals / Events	Staff Hours	Participants	5	3	14	16	11	43	12	49	47
CPR Classes	Staff Hours	Participants	5	3	14	16	11	43	11	45	41
Station Tours	Staff Hours	Participants	0	0	0	0	0	0	1	3	6
Presentations	Staff Hours	Participants	0	0	0	0	0	0	0	1	0
Maintenance				Monthly		Year to Date 2021			Year to Year 2020		
Total Hours			252.25		515.35			615.35			
Building Care, Cleaning, Maintenance			83.45		236.55			206			
Grounds Care			0		27.5			33.25			
Vehicle Checks			148.25		369			322.25			
Vehicle Cleaning			8.5		22.5			35.25			
Vehicle Maintenance			12.05		21.55			18.6			
Current Events											
Preparations for summer activities and special events											
Fire inspection program (ESO) implimented in the field											
Forcible entry trining											
Training for part time recruits											

Attachment: Fire Report (3335 : Department Reports)

## Monthly Fire Operations Report for March 2021

### News

- Forcible entry, ropes and knots, and rotary saw review and operation was March's fire training. We utilized our forcible entry prop which allowed the TRFD staff to practice critical skills, so we are able to perform this difficult task in an emergency.



- The Fire Department also started fire recruit training for 3 POC(Paid-On-Call) staff. Jake Buttler, Megan Klansky, and Erica Grenier will continue until they are proficient at TRFD's operations. The individuals won't be expected to perform at the level of our full-time staff but need to be training to assist our staff in fire ground operations. Most of the part-time staff have other jobs and or attend school. The amount of time that is needed to be training for initial interior fire operations in an IDLH (Immediate Danger to Life and Health) environment to the level of our full-time staff is not feasible for the POC staff to attain. Some of the POC staff will take many years and need to be evaluated by training staff to make sure they are ready for the task that's asked of them.





- ESO occupancy data entry continues, we are in the process of starting to use the program in the field with our fire inspectors and hope to be fully implemented by the end of April. We are also going to be working with TRPD, and the building inspector to complete all the tavern inspections in April.

### **Fire Operations**

<u>Fire Operations training:</u>	<b>405</b> hours
<u>Fire Inspections:</u>	<b>56</b> Inspections, <b>13</b> Violations, <b>3</b> Correction <b>1</b> Foster home Inspection
<u>Public Education:</u>	<b>3</b> CPR skills evaluations, <b>2</b> Classes, <b>14</b> students <b>3</b> hours of program development

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.



## Monthly EMS Training Report March 2021

*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 in March 2021

- COVID-19 Protocols, Policies, and Education Continues (CDC and Best Practice)
- TRFD POC Paramedic Recruit Training (Louis Kumbalek and Erica Grenier)
- EMS Protocol and Policy revisions continues (2021 update)
- Daily Documentation of all PPE use and Self-Monitoring Continues
- Continued “Best Practice” TRFD Ambulance/Station Disinfection
- All TRFD Paramedics continue with the 2021 Paramedic/CCP Training Refresher
- Daily collaboration with relevant community partners (IFT)
- Daily communication with Medical Director (Operations/IFT related)
- Daily QI/QA shift EMS Education
- Multiple EMS Related Meetings and Discussions.
- 3 TRHS Interns continue their internship at TRFD



## Monthly Training Report

**EMS: 160 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.**

- ***Paramedic Recruit Training (Kumbalek, Klansky, Grenier)***
- **Paramedic/Critical Care Paramedic Refresher Began (In-Person)**
- **Protocol Review Collaboration/Update (TRFD/Mishicot)**
- **EMS Remediation based on QI/QA**
- **EMS Competencies/Evaluations/Education (CVA Related)**
- **Medical Director collaborative QI/QA (Dr. Painter Shift ride-a-long)**
- **Pod/Web Casts (EMS1/EMS World)**
- **Company level EMS training**
- **Paramedic QI/QA (all reports) Shift Officers/Medical Director**
- **IFT QI/QA**
- **TEMS training (Kautzer, Burke, Schroeder)**
- **Shift Officers EMS/AMCMC Update Meetings**
- **EMS Related Meetings/Training/Updates (COVID-19)**

**Community Based Paramedic Outreach: 60 hours****COVID-19 PREVENTION and INFORMATION**

<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

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 (COVID-19)**
- **Health Department Meeting updates (COVID-19)**
- **Operational collaboration with various agencies**
- **Phone calls to citizen's at risk**
- **Collaboration with Public Health, Hospice and other area agencies**
- **Community Education**

**Be Well**

## Monthly Training Report

**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 Report (3335 : Department Reports)

## INSPECTIONS DEPARTMENT

MONTHLY SUMMARY  
MARCH 2021

	Permits Issued		Permit Revenue		Project Value	
	Month	YTD	Month	YTD	Month	YTD
Building (residential)	15	42	2,183	6,259	477,278	1,172,782
Building (commercial)	1	1	260	260	56,200	56,200
Electrical	13	45	965	2,695	35,313	70,008
Heating	13	36	1,076	2,516	84,824	230,161
Home Occupation	-	-	-	-	-	-
Moving	-	-	-	-	-	-
Plumbing	16	35	1,535	3,465	58,944	129,935
Sign	2	2	100	100	900	900
Tank	1	1	50	50	-	-
Wrecking	2	4	252	469	26,900	53,000
Totals	63	166	6,421	15,814	740,359	1,712,986

YTD Comparison	Permits Issued		Permit Revenue		Project Value	
	2021	2020	2021	2020	2021	2020
Building	43	45	6,519	6,790	1,228,982	1,997,197
Electrical	45	46	2,695	3,635	70,008	393,875
Heating	36	47	2,516	2,890	230,161	343,658
Home Occupation	-	-	-	-	-	-
Moving	-	-	-	-	-	-
Plumbing	35	27	3,465	3,970	129,935	285,500
Sign	2	7	100	350	900	38,754
Tank	1	-	50	-	-	-
Wrecking	4	-	469	-	53,000	-
Totals	166	172	15,814	17,635	1,712,986	3,058,984

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

Completed Annual Sign Inspections and mailed invoices

**Lester Public Library  
Director's Report  
March 2021**

**News**

- Remote access to Ancestry Library Edition has been extended through June 30, 2021. Patrons can continue to access Ancestry from home. There are discussions occurring at the state level (although nothing confirmed) that Ancestry may move to allowing remote access to patrons on a permanent basis. Prior to COVID-19 access to Ancestry Library Edition was allowed in the library only.
- The drive through window is completely installed. The designation for pick up when patrons place a hold is 'TRDRIVE.' While patrons have discovered the new designation, staff will continue to utilize the current curbside delivery until we can move all drive through operations into the new space. We are hoping to have everything in place in advance of the May 3<sup>rd</sup> building reopening.
- The City of Two Rivers announced on March 18, that City staff is eligible to receive the first vaccine dose of Moderna, this includes library staff. All library staff was notified and has begun receiving vaccinations. With the first dose at the end of March and the second dose mid-April, staff is feeling confident and safe in serving the public as the May 3<sup>rd</sup> reopening date approaches.
- Lester Public Library was one of four libraries in the United States asked to participate as a case study showcasing how various aspects of the *Reimagining School Readiness Toolkit*, developed in partnership between the Bay Area Discovery Museum, San Francisco, CA; California State Library, Sacramento, CA; Pacific Library Partnership, San Mateo, CA; and the Institute of Museum and Library Services.

The *Reimagining School Readiness Toolkit* is a set of research-backed resources created for librarians to help families prepare children ages 0 to 8 for success in school and in life. This toolkit is completely downloadable and printable from this website:

<https://bayareadiscoverymuseum.org/resources/educator-resources/library-toolkit>

These case studies showcase how different libraries throughout the U.S. implemented the research from the position paper and strategies from the *Promising Practices* guide into their staff development and library programming. The four libraries participating in the case study: Fowler Branch, Fresno County Public Library, CA; Ovitt Family Community Library, City of Ontario, CA; Dobson Ranch Branch, Mesa Public Library, AZ; and the Lester Public Library, Two Rivers, WI.

The goal is to provide the toolkit beyond the four state initial launch to a nationwide implementation. The case study is included in the April packet.

**Library Foundation** – No Report**Library Legislation** – No Report**Activities**

- 3/01/21 – City Council Meeting
- 3/03/21 – Educational Horizons Board Meeting, Two Rivers High School
- 3/04/21 – Two Rivers Business Association Virtual Meeting
- 3/04/21 – City Branding Committee Meeting
- 3/05/21 – Terry Ehle, Youth Services Coordinator, and I gave a library tour to City Council members Curt Andrews and Adam Wachowski
- 3/08/21 – Lisa Krall, Custodian, and I met with a representative from Great Lakes Roofing
- 3/09/21 – Lester Public Library Board Meeting
- 3/10/21 – Lester Public Library All Staff Meeting
- 3/11/21 – City Department Heads Meeting
- 3/11/21 – City Safety Committee Meeting
- 3/15/21 – Lester Public Library Management Team Meeting
- 3/15/21 – City Council Meeting
- 3/16/21 – Drive Through Window installed
- 3/19/21 – Virtual Manitowoc Calumet Library Automated Resource Sharing Consortium (LARS) Participants Council Meeting
- 3/19/21 – Virtual Manitowoc Calumet Library System Directors Meeting
- 3/19/21 – Received my first Moderna vaccine shot.
- 3/31/21 – Met with Ned Guyette, President, Lester Public Library Board of Trustees
- 3/31/21 – City Department Heads Meeting
- 3/31/21 – Lester Public Library Management Team Meeting
- 3/31/21 – Virtual Manitowoc Calumet Library System Board Meeting

Jeff Dawson, Director, Lester Public Library 04/02/2020



## 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

Date: April 7, 2021

To: Greg Buckley

CC: City Council, Recreation Staff, Advisory Recreation Board

From: Terri Vosters

Subject: Recreation Department **March** Report

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

➤ Senior Center Programs	678
➤ Building Rentals	645
➤ Recreation Programs	769
➤ <b>Total building usage</b>	<b>2681</b>

The J. E. Hamilton Community House was open **31 days** in the month of **March** for an average daily usage of **87 people per day**.

Fitness Center	0 Daily Drop-In—Card reader now working 4/3/21.
Senior Center TRUST Car	123 Daily Rides
CH Reservation Rescheduled	0
Meals on Wheels Served	1602
Contacts (phone or in person): Senior Center & Parks/Rec	6955

### Cemetery

1. # of spaces sold - 1 @ \$750.00 = \$750.00
2. # of internments - 6 @\$850.00 = \$5,100.00
3. # of cremations - 3 @ \$550.00 = \$1,650.00
4. # of Saturday burials - 0 @ \$350.00 = \$0

**Administration**

3/1-Committee on Aging meeting  
 3/1, 3/15 and 3/29- City Council Meeting  
 3/1-3/2-Cemetery Auction  
 3/2 & 3/11 Staff meeting  
 3/2-Teen night meeting  
 3/3-Inspection for Parks and Cemetery with MEUW  
 3/5-meeting with Greg on staffing  
 3/9-Meeting with Councilman Wachowski on Black field  
 3/9-ARB  
 3/10, 3/16, 3/30-Meeting with Senior Center Supervisor  
 3/10-WPRA meeting  
 3/11-Safety Meeting  
 3/11 and 3/30 Dept Head meeting  
 3/11-Meeting with Adam and Greg on black field, field grooming and zip line  
 3/11-Meeting with Roger from Main st  
 3/16 and 3/17-Cemetery interviews  
 3/18-Senior Center carpet removal  
 3/19-Meeting with Jamie Salta at Anhalt Park  
 3/23-Explore two rivers training  
 3/24-Meeting with baseball professional in regards to Vietnam park  
 3/26-WPRA Aquatic Tech workshop  
 3/29-Meeting at Cemetery to discuss new hire training  
 3/30-Celebrate Two rivers meeting  
 3/31-Meeting with Greg and Bird.co

Continued work with Activity Guide.  
 Updated facility rental and shelter rental forms.  
 Researched Cemetery ordinance change and submitted request.  
 Met with Game time and received draft of Neshotah Beach playground rendering.  
 Continued work on Open Spaces plan  
 Continued work with High school on summer swimming lesson information  
 Updated City website, FB, Instagram and TRREG page  
 Staff training  
 Researching possible grant opportunities

**Recreation and Special Events****Rebeccah**

Worked with schools on Swim classes for summer program and activity guide.  
 Updated Concussion Forms, Parents Code on Conduct, Zero Tolerance Policy and Volunteer Coach Application for 2021.  
 Set up Green Bay Booyah youth baseball fundraiser and game details.  
 Be Active Challenge – Started Department challenge and increased signups from 7-23 participants- continued to update participants and sent payment for T-shirts and notice of T-shirt arrival.

Created the meeting minutes for the 2021 umpire and youth coaches meeting: organized and managed both meetings on 3/11.

Organized the setup, helped with set up, worked with the organizer, and invoiced for the Roncalli Volleyball Tournament on 3/5-3/7.

Worked on finalizing programs and helped with editing the Spring Summer 2021 Activity Guide.

Meeting with Marcos from Mariners Football to discuss 2021 season schedule and field options on 3/12.

Wrote up No Trespass letter and submitted to PD and set new protocols for end of shift lock up of golf attendants. Also worked with Jared on getting camera set up in Fitness Room and golf simulator hallway.

Organized, setup, and ran the Father/ son Nerf war on 3/20.

Organized, recruited volunteer coaches, and set up baseball and softball prep clinics for 3/15, 3/22, and 4/5.

Created golf attendant schedule for April.

Attended Explore TR website training on 3/23.

Created posters for Men's/Co-ed Softball Leagues, Chevy youth baseball, and Glow in the Dark Nerf Wars and Cosmic Dodgeball for teen nights for social media and advertising.

Attended Snowfest Zoom meeting on 3/26.

Assisted Ethan with Drive up Pancakes with Easter Bunny event.

Attended Celebrate TR meeting on 3/30.

Updated TR Event Calendar and Street closures for 2021.

Communicated with organizer for Manitowoc County Restorative Justice Program about volunteers for seasonal help with cleaning parks and concessions schedule for 2021 summer.

In communication and organizing with MCYS and MYBA for baseball and softball seasons. Starting to get schedules, rules, and protocols in place.

Organizing and set up several fundraisers for both youth baseball and softball to benefit the YEP fund: Pizza sale through Port Sandy Bay (Tammy Stadler will assist me with this), Booyah Two Rivers Family Baseball Game night, and Chevy test drive along with receiving a sponsorship for \$500 from them and an equipment package.

Set up credit card machine in Golf simulator office from senior center – trained golf attendants on use.

Submitted Farmers Market Nutrition Program Application to Division of Public Health and was approved by state.

## Ethan

Met with the attendants for my first in service with them to talk about changes and updates.

Took notes for the advisory Rec board meeting.

Made various posters to post on Facebook, mainly the golf simulator event.

I went to the Environmental meeting and discussed trees.

I got more sponsors for the pancake breakfast with the easter bunny.

We found a Bunny for our even April 3<sup>rd</sup>.

Made the attendant schedule and learned how to post it on our website with the building schedule.

Helped finish up the activity guide to get that out.

Blood Born Pathogens training I attended.

I attended the explore TR training.

Met with Jamie at Anhalt Park with Jared and Terri to talk about dead trees and cleanup of the park.

Created an Arbor day event that will take place on April 22<sup>nd</sup> at Anhalt Park.

Packed all the to go bags for our pancakes with the easter bunny.

Helped Becky in the morning with the Father Son Nerf war event.

I contacted Fitness class instructors to confirm for activity guide.

I updated our Instagram account to creator studio version, to help.

## Parks/Maintenance

Waxed Community House terrazzo floors

Completed Vietnam Plumbing

Installed two of three docks at Vets Park

Electrical changing out Security outside lighting

removal of snow gear and put away for spring

Roncalli Volleyball tournament at building setup

Interview for part time/fulltime position at cemetery

removal of all furniture and equipment Senior Center and Ethan Office

Got weight Room door fixed

Broke up all baseball and softball field for drying out

Met with Gametime Rep on playing surface for new playground at riverside park and Neshotah phase 1 in playground equipment

On going trash twice a week due to peoples home trash and nice weather

Tree removal at Neshotah Park due to wind damage

Met with Steve Johnson from Selnar Tree to go over trees on 24th St

## Senior Center

### March Accomplishments

March 60 Birthday calls , mailed 60 birthday cards & anniversary cards  
 March newsletter - created, mailed, emailed, dropped off at local businesses, available at Community House, website [tworiversseniors.org](http://tworiversseniors.org) & Facebook  
 Take n Make / Creation Station - 20 Bean Art Kit prepared for pick up  
 St Patrick's Day Fundraising Carry Out Dinner - sold 120 meals, profit over \$500  
 Presold 92 dozen Easter Cookies for April sale  
 Baked and Prepped for Easter Cookie Sale  
 Mailed 2019 & 2020 Volunteer Appreciation Carry Out Luncheon Invite Letters  
 Wisconsin Association of Senior Centers Meetings - Board/District/Spring Training  
 Friends of the Senior Center Board Meeting  
 Mtwc Co Transportation Coordinating Committee Meeting  
 Committee on Aging Meeting  
 Packed & Moved Senior Center Offices for new carpet installation  
 Increased TRUST car hours from 3 to 6 hrs, 3 days per week  
 CDBG -CV Grant accepted

### March Cancellations due Covid Restrictions/Protocols

AARP Tax Prep Appointments  
 Benefit Specialist Appointments  
 Bingo - Friday Session  
 Book Club - Returning in April  
 Bowling League  
 Chorus St Patrick's Day Performances  
 Cribbage  
 Dartball  
 Dominos  
 Knit & Stitch  
 Line Dancing - Returning in April  
 Mahjong  
 Red Hats Meeting  
 Sheepshead  
 Senior Noon Lunch Program  
 TRUST car now operating 3 full days vs 5 full days (April will increase to 3 full days and 2 half day:



2021 Public Works/WWTP Tracking			2021		2020	
			<u>March</u>	<u>Year-to-Date</u>	<u>March</u>	<u>Year-to-Date</u>
<b><u>ENGINEERING 2021</u></b>						
	Landfill Leachate Pumpage (gallons)		723,987	1,936,911	945,975	2,085,291
	Precipitation		1.07	3.47	2.50	5.25
	Number of Encumbrance property checks		30	85	22	74
<b><u>STREET DIVISION 2021 (Manhours)</u></b>			<u>March</u>	<u>Year-to-Date</u>	<u>March</u>	<u>Year-to-Date</u>
	Work for Engineering					
	Shop/Vehicle Maintenance		431	1,209	425	1,397
	Street Maintenance		113	180	17	108
	Street Cleaning		137	137	18	76
	Street Signs/Painting		111	232	74	275
	Snow & Ice		205	685	170	684
	PT Snowplowers			317		292
	Bridge - maintenance		7	9		
	Old Dump/Landfill/River Sediment					
	17th Street Bridge opening		14	37	12	
	Storm Sewers					
	Refuse/Garbage					
	Recycling/Leaf Collection			27		13
	Weed Cutting					
	Work for Others		131	297	359	475
	Special Events					
	PBS Sewers		10	28	9	25
	Salted Streets		3	12		
	Plowed all city streets			4		
	Open 17th Street Bridge		42	101	37	109
<b><u>WASTEWATER UTILITY 2021</u></b>			<u>March</u>	<u>Year-to-Date</u>	<u>March</u>	<u>Year-to-Date</u>
	Wastewater Treated, Gallons		63,588,000	173,926,300	96,699,000	250,527,000
	MONTHLY AVERAGE: Daily Flow, Gallons		1,872,000	1,868,003	3,119,000	2,742,333
	MONTHLY AVERAGE: Daily BOD, Lbs.		3,722	4,385	5,160	4,495
<b><u>Plant Discharges (MONTHLY AVERAGE)</u></b>						
	Biological Oxygen Demand (BOD), mg/l		8.7	9.07	11.7	11.23
	Suspended Solids, mg/l		5.8	6.93	6	6.47
	Ammonia, mg/l		1.11	0.71	0.97	0.86
	Phosphorus, mg/l		0.26	0.35	0.17	0.21
	Fecal Coliform, per 100ml		14	17.33	32	32.00
	pH, Min (6.0)		6.8	6.80	6.9	6.90
	pH, Max (9.0)		7	7.00	7	7.07
<b><u>Chemicals</u></b>						
	Polymer, Gallons		88	264	88	264
	Ferric Chloride, Gallons		2,188	6,047	2,377	7,186
	Chemical Costs for the month		\$ 6,100.80	\$ 6,100.80	\$ 14,480.76	\$ 24,614.10
	Mishicot Payment		\$ 7,310.77	\$ 17,962.08	\$ 11,390.64	\$ 26,744.81
	Emergency call-ins		1	7	2	6

Attachment: YTD CC REPORT MARCH (3335 : Department Reports)



<b>March 2021 Public Works Narrative Tasks</b>	
<b><u>ENGINEERING 2021</u></b>	
	<b>24th Street (Forest Ave to Jefferson)</b>
	- Bid February 4; Kruczek Construction is prime contractor
	- Street width changed to 32' from Forest Ave to Washington
	- Street width to remain at 28' from Washington St to Jefferson St
	- Contract work began on March 31
	<b>25th Street (West River St to Forest Ave); Madison St (19th to 22nd)</b>
	- Bid February 4; Advance Construction is prime contractor
	- Contract work is expected to begin around end of May
	<b>Lead water services and Sanitary Sewer lateral Replacement</b>
	- Bid February 4; Mammoth Construction is prime contractor
	- Contract work will be at various locations;
	- Work schedule to be as needed.
	<b>Eggers Pond, (near 20th St &amp; East River St)</b>
	- City staff and consultant continue to work on project coordination
	- Expect to bid contract in May, with award in June
	<b>Pine Tree Drive Lift Station</b>
	- Project to rehabilitate existing sanitary lift station at 23rd & Pine Tree Drive
	- Expect to bid in late April, with award in May
	<b>Mariners Trail Repaving</b>
	- Asphalt trail repaving contract to have bids opened September 18, 2020
	- Paving on the north end was completed October 13.
	- Contractor placed backfill/restoration in early December. Remainder to be completed in spring.
	- Paving near the Woodland Wayside is expected in early 2021.
	<b>Shoreline Protection</b>
	- Staff and consultant are preparing the final permit for shoreline protection placed at DPW/WWTP area, Eggers Pond Site, Lot F, and Neshotah Pond area, as required by DNR.
	<b>Sidewalk Repair</b>
	- Work completed on the 2019 sidewalk replacement contract. Future contract(s) to be bid for additional sidewalk complaint areas.
	- Staff is responding to additional complaints, for which notices have been sent to affected residents.
	<b>Storm Laterals</b>
	- 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><u>STREET DIVISION 2021</u></b>	
	17th St. Bridge Openings (42)
	Salt Red & Blue Routes (3 times)
	Remove Snow from City Lots & Walks
	Remove Sand Barrels Located Throughout The City (24)
	Remove Inlet / Curb Markers (Northside)
	Clean Bridgehouse
	Open Outfalls (3 times)
	Root Cutting Sanitary Sewers
	Biweekly / Monthly Sewers
	Annual sewers
	PBS Sewers (10 total) Two The Main Line Was Not Open, Eight The Main Line Was Open
	Street Sweeping (Entire City Curb To Curb) Curblin Only After That
	Haul Street Sweepings To Landfill
	Fill Potholes With Cold Mix
	Blade Gravel Streets
	Repair Barricades
	Remove Garbage From Former Paragon Building
	Remove Garbage In Snow Dumps
	Transfer Winter Road Salt From West Bay To East Bay
	Road Salt Delivery (500 ton)
	Tar / Crack Fill City Streets
	Repair / Replace Street Signs
	Make Specialty Signs
	StormWater Pond Inspections
<b><u>WASTEWATER UTILITY 2021</u></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  
 March 2021**

Prepared By: Patrick Murphy – MEUW Regional Safety Coordinator

## SAFETY REPORT

### ACCOMPLISHMENTS

#### 1. Training

- BBP and Incident Reporting- 3/17, 3/29 (47 employees)

#### 2. Audits/Inspections

- Informal Inspections
  1. Parks and Rec building
  2. Electric
  3. WWTP

#### 3. Compliance/Risk Management

- Reviewing Written Safety & Health Program
  - Completed for 2021
- DPW meeting regarding hot work program- Hot work program changes approved

### GOALS AND OBJECTIVES

#### 1. Training

- Seasonal Safety (Work zone refresher, Heat stress, Poisonous plants and bugs) 3/14

#### 2. Audits/Inspections

- Formal inspection Water Plant 3/21/2021

#### 3. Compliance/Risk Management

- Discuss investigation/review process for all incidents at Safety Committee meeting

Mar-21

# CITY OF TWO RIVERS

## ULTRAFILTRATION FACILITY MONTHLY OPERATING REPORT

### ULTRAFILTRATION MEMBRANE FACILITY PRODUCTION

TOTAL PRODUCTION	28,639,020 GAL/MONTH
LESS BACKWASH WATER	4,637,970 GAL/MONTH
WATER TO CITY	24,001,050 GAL/MONTH
MAX. DAILY WATER PRODUCTION	1,053,450 GAL/DAY
MIN. DAILY WATER PRODUCTION	848,530 GAL/DAY
AVERAGE DAILY WATER PRODUCTION	923,840 GAL/DAY

TOTAL PRODUCTION	28639020 GAL/MONTH
WATER TO CITY	24001050 GAL/MONTH

### PUMP OPERATION

#### LOWLIFT PUMPS

1	2	3	
240	264	240	HR/MO
7.74	8.52	7.74	HR/DAY

#### HIGHLIFT PUMPS

1	2	3	4	
0	0	360	384	HR/MO
		11.61	12.39	HR/DAY

### CHEMICAL USAGE

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

#### USED FOR PRODUCTION ONLY

POUNDS USED	PMG	PPM
1957.5	0.08	0.00
3838.3	0.13	0.00
0.0	0.00	0.00
981.0	0.00	0.00
642.6	0.02	0.00
15 gals	----	----

### RESERVOIR OPERATIONS

HOURS OF OPERATION  
 PUMP HOURS PER MONTH

HR/MONTH			
PUMP 7	PUMP 8	PUMP 9	TOTAL
360	0	384	744
		6,950,000	GAL/MONTH
		321,000	GAL/DAY
		210,000	GAL/DAY
		224,194	GAL/DAY

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

REPORT PREPARED BY

Garret Wachowski / RB

DATE

4/6/2021

Attachment: Water Report (3335 : Department Reports)



## PROCLAMATION OF ARBOR DAY APRIL 30, 2021

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource, giving us paper, wood for our homes, fuel for our furnaces and countless other wood products; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees, wherever they are planted, are a source of joy and spiritual renewal;

**WHEREAS**, the Arbor Day Foundation has launched a social media campaign to plant 50,000 trees on behalf of people celebrating Arbor Day while following social distancing measures during the coronavirus pandemic

**WHEREAS**, through May 2 — the 150th observance of Arbor Day — the Foundation will plant one tree for each Instagram, Twitter, or Facebook user who posts a picture of a tree using the hashtag #ArborDayAtHome, up to 100,000 trees;

**NOW, THEREFORE**, the City Council of the City of Two Rivers, declares April 30, 2021 as

### ARBOR DAY

in the City of Two Rivers and urges all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

**FURTHER**, we urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**Dated this 19th day of April, 2021.**

---

Curt Andrews, City Council President

---

Greg Buckley, City Manager



April 8, 2021

Kim Graves, City Clerk  
City Hall  
1717 Park St.  
Two Rivers, WI 54241

Dear Ms. Graves,

In accordance with the legal advertising rates established by the State of Wisconsin, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

Classified 6 Column Per Line charge –  
Arial 6-point Font:

Number of Columns	Column Width (Picas)	First Insertion	Subsequent Insertion(s)
1	9.18	\$.6576	\$.5209
2	19.36	\$1.3908	\$1.0987
3	29.54	\$2.1222	\$1.6765
4	39.73	\$2.8536	\$2.2543
5	49.91	\$3.5850	\$2.8341
6	60.09	\$4.3164	\$3.4099

Newspapers to be circulated in this geographic area: 64.531  
Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

Tara Mondloch  
Director- Public Notices  
Manitowoc Herald Times Reporter

Attachment: Official Newspaper (3341 : Official Newspaper Declaration and Bid)

## CONCESSIONAIRE AGREEMENT (Vietnam Veteran's Park, Neshotah Beach)

THIS CONCESSIONAIRE AGREEMENT is made this 15day of April 2021, by and between the CITY OF TWO RIVERS, WISCONSIN, (City) and Ice Clouds, LLC whose principal offices are located at 334 E Mission Road, Green Bay, WI 54301-1804 (Concessionaire).

In consideration of the payments and the performance of the covenants and agreements by Concessionaire set forth below, the City hereby grants to Concessionaire the right to operate a food and beverage Concession at the location identified below, under the following terms and conditions:

**1. Grant of Concession.** The City hereby grants to Concessionaire an exclusive right to provide and operate a Concession business at the City's Neshotah Park Concession Stand (**Concession Stand**), located at 500 Zlatnik Drive and on the terms and conditions described herein. Facilities and equipment at the Concession Stand are further described in **Exhibit A**, attached hereto and incorporated herein by reference.

Any rights not specifically granted to Concessionaire herein are retained by the City, including the ability to allow other concession operations and food trucks at other locations within Neshotah Park.

**2. Term.** The term of this Agreement shall be from May 31, 2021 until October 1, 2021, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed for a one-year term at its expiration upon written agreement of the parties for a maximum of three such extensions.

**3. Concession Operations.** Concessionaire shall provide top-quality concessions to the public and patrons of the Parks at such prices and under such standards of operation as will ensure prompt, courteous, and convenient services to the public and patrons including, without limitation, those standards set forth in **Exhibit B**, attached hereto and incorporated herein by reference. Toward this end, Concessionaire shall: provide all food and beverage services available at the Concession Stand; employ, train, manage, and directly supervise all personnel required to properly operate and maintain the concessions; provide general maintenance to City-owned equipment (**City Equipment**) listed in **Exhibit A**; and obtain all licenses, permits, and certificates required to operate the Concession, including, but not limited to:

- Wisconsin sales tax license
- Manitowoc County Health Department certificate

Concessionaire will operate the Concessions in a manner fully supportive of, and in compliance with, the standards set forth in **Exhibit B**; operate the Concession Stand as a public facilities in a non-discriminatory manner at all times; promote and market the Concession to the general public; and provide any and all equipment in addition to that provided by the City which is necessary to provide the required level of services.

4. Use of Premises. Concessionaire shall have the right to possession of the Concession Stand and those premises within a fifty-foot radius of the Concession Stand (together, the "Premises") for providing the Concession. Concessionaire shall designate a supervisor during the times when the Concessionaire is not present at the Premises; designation of a supervisor shall not excuse Concessionaire from meeting all requirements of this Agreement. Concessionaire shall not use or permit others to use the Premises for any purpose prohibited by law. Concessionaire shall keep the Premises clean and free of trash and debris. Cleaning must be performed at regular intervals during operating hours and at the end of each day. Concessionaire shall maintain all signs or advertisements approved by the City in good and attractive condition at Concessionaire's expense.

5. Restrictions. Concessionaire shall not:

- a) Permit any unlawful practice to be carried on or committed on the Premises.
- b) Use or permit the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance on any policy maintained by the City; including storage of any inflammable fluids, toxic materials, any materials which may otherwise unreasonably expose persons or property to harm or substances of any nature reasonably deemed dangerous by the City or the City's insurance carriers without obtaining prior written consent of the City, except for small quantities of cleaning products incidental to their permitted uses described in this Agreement.
- c) Use or permit the Premises to be used for any purpose that creates a nuisance or injures the reputation of the Parks or the City.
- d) Permit any odors to emanate from the Concession Stands in violation of any applicable law.
- e) Use or permit any portion of the Premises to be used for storage or other purposes except as is necessary and required with its use specified in this Agreement.

Permit Concessionaire's employees to park anywhere upon the Premises except in parking spaces as designated by the City; provided, however, designated employee parking may be modified from time to time by the City upon prior notice to Concessionaire; further, Concessionaire, staff, and/or suppliers shall not drive personal or delivery vehicles on sidewalks, plazas or grass areas unless access is approved by the City.

- g) Sell any tobacco, alcohol products, firearms or fireworks.
- h) Conduct, or allow to be conducted, gambling on premises.
- i) Place or permit any sign, advertisement, display, notice, or other lettering to be exhibited or fixed to any part of the Premises without the City's prior written approval. All signs shall be professionally prepared and no "handwritten" signage will be allowed on the



external surfaces of the Concession Stand, to convey information on menu, pricing, or service to the public.

**6. Hours of Operation.** The Concession Stand shall be open for business for at least the following hours:

10:00 AM to 6:00 PM daily, Sunday — Saturday. Concession stand will open for the season no later than May 31, 2021 and close for the season no earlier than 6:00 PM on Labor Day.

Concessionaire's hours of operation and level of service may be adjusted according to changes in the field, facility schedules, and weather conditions at the premises. Concessionaire may, at its discretion, choose to open as early as 7:00 Am and close as late as 10:00 PM.

**7. Concessionaire Personnel.** The Concessionaire shall provide all personnel (whether employees or independent contractors) and equipment necessary to perform the work required by this Contract.

Concessionaire's employees at the Concession Stand are subject to final approval by the City. Concessionaire shall provide the City with the full name and date of birth of each employee who is to be assigned to work at the Concession Stand, at least four days in advance of that employee's first day of work at the Concession Stand, to allow time for a criminal background check by the Two Rivers Police Department.

The Concessionaire agrees that only employees who have passed such a criminal background check shall be allowed to work at the Concession Stand.

The Concessionaire's employees will be required to adhere to City security, fire, and safety regulations. The Concessionaire agrees that it will, upon notice from the City, immediately remove any personnel who is, for any reason, unsatisfactory to the City.

The Concessionaire shall not represent that it and its personnel are agents or employees of the City.

**8. Improvements.** The City retains the right to modify or alter the Concession Stands at any time and in any manner; provided, however, that such modifications or alterations shall only be made during off-season periods (October 1 through May 15), except for any emergency work deemed necessary by the City. Concessionaire shall make no improvements or alterations to the Concession Stands without the City's prior written approval. Any permanent improvements or alterations to the Concession Stand, buildings or grounds, approved by the City and made by the Concessionaire at their expense, will become the property of the City at the end of this contract.

**9. Maintenance and Repair.** All maintenance and repair to the Concession Stands shall be the responsibility of the City; provided, however, that any maintenance and repair necessitated by the negligence or intentional acts of Concessionaire shall be the sole responsibility of Concessionaire. As a part of the City's preventive maintenance program, the City may require an annual closure for maintenance and repair to rejuvenate the Concession Stands; provided,

however, that such work shall be performed during off-season periods, except for any emergency work deemed necessary by the City.

**10. Equipment.**

- a) The City will furnish equipment, furniture, fixtures, and personal property described in Exhibit A, which shall remain the property of the City. Concessionaire shall be responsible for routine maintenance of all City Equipment and shall keep City Equipment in proper working order, normal wear and tear excepted. The City shall be responsible for replacing and/or repairing City Equipment when deemed necessary by the City in its sole discretion; provided, however, that if replacement is necessary due to the negligence or intentional acts of Concessionaire, Concessionaire shall bear the cost of replacement.
- b) Concessionaire shall furnish its own food, beverages and operating supplies to offer food and beverage services per the contract. All such items shall remain the property of Concessionaire at the termination of this Agreement.

**11. Utilities.** The City shall provide water, sewer, electricity, and gas necessary for the operation of the Concession Stand. Concessionaire is responsible for providing telephone and/or internet services for its exclusive use.

**12. Other Operations and Activities.** Concessionaire shall conduct the Concession granted to it without infringement upon the rights of others, or any interference in the operation of the Parks and Recreation Department facilities in general, or any facilities adjacent thereto. It shall not engage in any business to sell any commodity upon, in, or around the Premises other than as expressly set out in this Agreement. Concessionaire shall cooperate so as not to interfere with the holding or carrying on of any event upon the Premises and shall not create unreasonable noise or annoyance to those participating in or attending such events.

**13. Permits and Licenses.** Concessionaire shall secure, pay for, and post in places designated by the City all permits and licenses necessary for the operation of the Concession, and shall pay, at its own expense, all taxes assessed or levied against its business and merchandise.

**14. Authority of Director.** The City's Parks and Recreation Director (Director) shall be responsible for interpreting and applying the provisions of this contract. The Director shall decide all questions which may arise as to Concessionaire's fulfillment of such standards and guidelines. If the service being performed by Concessionaire does not meet the standards and guidelines set out in this Agreement, the Director shall immediately notify Concessionaire, and the failure shall be deemed a default. In the event Concessionaire disagrees with the Director's decision, Concessionaire shall have the right to appeal the decision to the City's City Manager (**City Manager**), provided such appeal is in writing and filed with the City Manager no more than ten (10) days after Concessionaire's receipt of the Director's written decision. The City Manager shall issue a written decision within twenty (20) days after receipt of the appeal. The City Manager's decision shall be provided to both parties and shall be final.

**15. Access and Inspection.** The Director or designee may enter the Concession Stands at any reasonable time for performing inspections. 24-hour notice of entering concessions will be given by the City to the Concessionaire with exceptions deemed by the city in its sole discretion in the event of emergency.

**16. Payments.**

- a) Concessionaire as payment for the Concession shall pay to the City 10% per calendar month of total gross sales, within fifteen (15) days of the last day of each month.
- b) Concessionaire shall keep a permanent, accurate set of records of all gross sales derived from the conduct of the Concession, including all point-of-sale records, tapes, and printouts; sales reports and ledgers; files; computer records and disks; cash register tapes, sales slips, order records, and invoices; copies of all tax returns filed with any governmental authority that reflect in any manner sales, income, or revenue generated in connection with the Concession, as may be reasonably required in order to ascertain, document, or substantiate gross sales. All such records shall be retained for at least three years after the end of the calendar year to which they relate.
- c) The City shall have the right at any time, and from time-to-time, to review and approve the internal accounting controls and procedures utilized in connection with, or that are designed for, the operation of the Concession. All sales transactions shall be entered a cash register and receipts shall be issued for each sale — no exceptions. Concessionaire shall retain all records of sales transactions. Concessionaire shall provide any sales transaction records to the City upon request. Concessionaire shall provide a sales report based upon this information and submit to the Director with each monthly payment. If a cash register is faulty or in need of repair, it is the responsibility of Concessionaire to report the problem to the City designee immediately and to keep accurate and up-to-date records on all sales until the register is back in working order or until a replacement can be installed. It is imperative that correct and accurate sales records are kept, and that Concessionaire implement effective cash control measures to ensure that all sales are recorded, and receipts are secured.

**17. Security Deposit.** Concessionaire shall furnish a security deposit, as security for Concession fees, security for the return of all City-owned facilities and City equipment in good condition at the termination of this Agreement, and as security for its performance of all covenants contained herein, in the form of a cash deposit of \$1,000.

**18. Other Payment Obligations.** Concessionaire shall promptly pay all taxes and fees of whatever nature applicable to the operation of the Concession and shall maintain all licenses, municipal, state or federal, required for the conduct of business, and shall not permit any of said taxes or fees to become delinquent. Concessionaire shall furnish to the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of social security, unemployment compensation, and all taxes and fees referenced above.

**19. Indemnification.** Concessionaire agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with Concessionaire's operation of the Concession, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Concessionaire, any subcontractor of Concessionaire, or any officer, director, shareholder, member, employee, representative, or agent of Concessionaire, or which arise out of any workers' compensation claim of any employee of Concessionaire or of any employee of any subcontractor of Concessionaire. Concessionaire agrees to investigate, respond to, and provide defense for and defend against any such liability, claims, or demands at the sole expense of Concessionaire and agrees to bear all other costs and expenses related thereto, including court costs and attorneys' fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

**20. Insurance.**

- a) Concessionaire shall procure and continuously maintain at its own expense the minimum insurance coverages listed **below, with** forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- b) Commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence. This policy must include concessionaire liability, products liability, broad form property damage, and personal injury;
- c) Statutory workers' compensation on all employees;
- d) All risk insurance for the full insurable replacement value of City-owned equipment and personal property; and
- e) The required insurance policies shall be endorsed to include the City of Two Rivers as additionally insured as its interests may appear under this agreement. Every policy required above shall be primary insurance, and any insurance carried by the City, its elected officials, officers, employees, or others working on behalf of the City, or carried by or provided through any self-insurance pool of the City, shall be excess and not contributory insurance to that provided by Concessionaire. Each party to this Agreement agrees to waive subrogation on respective property insurance.
- f) The certificate of insurance provided to the City shall be completed by Concessionaire's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect,

and shall be reviewed and approved by the City before the commencement of the Agreement. The certificate shall identify this Agreement and shall provide the coverages afforded under the policies and shall not be canceled, terminated or materially changed until at least thirty days prior written notice has been given to the City. Certificates of insurance shall be marked to identify this Agreement and shall be sent to:

Parks & Recreation Department  
P.O. Box 87  
Two Rivers, WI 54241

**21. Non-discrimination.**

- a) Concessionaire **shall** not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government setting forth the provisions of the Equal Opportunity Laws.
- b) Concessionaire shall not discriminate against any customer, guest, park patron, employee or visitor because of race, color, religion, age, sex, disability, sexual orientation or national origin and shall treat all persons with dignity and respect. Failure to comply with this paragraph shall be an event of default.

**22. Termination.**

- a) This Agreement may be terminated by the Concessionaire, and Concessionaire may be entitled to quit all or any part of the Premises or be released from any obligations hereunder upon thirty (30) days prior written notice for the following reasons:
  - 1) Damage to all or a substantial part of the Premises not caused by Concessionaire;
  - 2) Any limitation or prevention of, or any interference with, any use or possession of all or a substantial part of the Premises by the City;
  - 3) Force majeure causing an inability to perform, due to factors beyond Concessionaire's control such as acts of God, flood, war, riot, fire, explosion, strikes, or acts of government which last for a period greater than one hundred eighty (180) days;

- 4) Any final order or judgment by any court, administrative agency, or other governmental authority requiring such; or
  - 5) Any material breach by the City as provided herein.
- b) This Agreement may be terminated by the City upon thirty (30) days' notice if any of the following occurs:
- 1) Concessionaire fails to make any payment when due, however, Concessionaire shall have a grace period of five (5) business days within which to make such payment to the City; or
  - 2) Concessionaire, while in possession of the Premises, files a petition for bankruptcy or insolvency or for reorganization under the Bankruptcy Act, or voluntarily takes advantage of such Act by answer or otherwise, or makes an assignment for the benefit of creditors;
  - 3) If proceedings are instituted against Concessionaire under any bankruptcy or insolvency law or if a receiver or trustee is appointed for all or substantially all of Concessionaire's property, and such proceedings or receivership or trusteeship are not vacated or dismissed within thirty days after such institution or appointment.
  - 4) Concessionaire fails to comply with any of the terms of this agreement.
- c) Any of the following occurrences or acts shall constitute an "Event of Default" under this Agreement:
- 1) Any event or occurrence identified as such in this Agreement, or any violation of the terms and conditions of this Agreement.
  - 2) Three notices of default within any twelve-month period shall constitute conclusive evidence of repeated defaults and shall constitute a material breach of this Agreement.
- d) The City may, as the non-breaching party, may enter the Premises and Concession Facilities, remove any personal property, and store such property in a public warehouse or elsewhere at the cost of Concessionaire.

**23. Delivery after Termination.** Concessionaire will deliver the Premises and all City Equipment thereon to the City at the termination of this Agreement in as good condition and state of repair as when received, except for ordinary wear and tear, or loss, and damage not otherwise caused by Concessionaire. Within 30 days following termination of this Agreement, City shall return Concessionaire's Security Deposit, less any appropriate deductions damage to the Concession Stand and its premises or damage to or loss of any City-owned equipment.



**24. Cumulative Rights.** No right or remedy is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. The failure of either party to insist at any time upon the strict performance of any covenant or to exercise any right contained in this Agreement shall not be construed as a future waiver. The City's receipt of any payment with knowledge of the breach of any covenant contained in this Agreement shall not be deemed a waiver of such breach. Neither party shall be deemed to have made any waiver of this or any provision of this Agreement unless expressed in writing and signed by such party.

**25. Venue and Governing Law.** Venue for any legal action regarding this Agreement shall lie in the District Court of Manitowoc County, Wisconsin, and this Agreement shall be governed by the laws of the State of Wisconsin and the Municipal Code of the City of Two Rivers.

**26. Independent Contractor.** For the purposes of defining Concessionaire's relationship with the City, it is understood and agreed that Concessionaire is an independent contractor, and nothing herein contained shall constitute or designate Concessionaire or any of its employees or agents as agents or employees of the City, nor shall Concessionaire be deemed to be engaged in a partnership or joint venture with the City. **Concessionaire understands and agrees that Concessionaire is not entitled to nor shall it receive any City benefits, including vacation, worker's compensation, sick pay, or any other benefits from City and is obligated to pay federal and state income tax on any money earned under this Agreement.**

**27. Assignment.** Concessionaire may not assign this Agreement, in whole or in part, without the prior consent in writing of the City. If this Agreement is assigned or transferred, or the Premises are occupied by anyone other than Concessionaire, the City may, after default by Concessionaire, collect Concession fees from the assignee, transferee, or occupant and apply the net amount collected to the Concession fees reserved herein, but no such assignment, transfer, occupancy, or collection shall be deemed a waiver of any agreement, term, covenant, or condition of this Agreement, or the acceptance of the assignee, transferee, or occupant, or a release of Concessionaire from the performance of further performance by Concessionaire of the agreements, terms, covenants, and conditions hereof, and the party originally constituting Concessionaire under this Agreement shall continue liable under this Agreement in accordance with all the agreements, terms, covenants, and conditions of this Agreement. The consent by the City to an assignment or transfer shall not in any way be construed to relieve Concessionaire from obtaining the express consent in writing of the City to any further assignment or transfer.

**28. Notices.** All notices, demands, and communications hereunder shall be personally served, mailed via US Mail, postage pre-paid, as follows:

If to the City:                      Parks and Recreation Department  
    City of Two Rivers  
    P.O. Box 87  
    Two Rivers, WI 54241

If to Concessionaire: Josh Roland Delforge



Ice Clouds, LLC  
334 E Mission Road  
Green Bay, WI 54301-1804

Any notice given by mail shall be deemed delivered when sent addressed as above, with postage prepaid, or when served personally at the applicable address.

**29. Entire Agreement.** This is the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or written, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of this writing.

**30. Severability.** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby. It is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(Remainder of Page left intentionally blank)

**In witness whereof**, the City Manager and City Clerk of the City of Two Rivers, Wisconsin have caused this Agreement to be signed at Two Rivers, Wisconsin as authorized by the Two Rivers City Council.

**City of Two Rivers**

\_\_\_\_\_  
**Terri Vosters, Director of Parks & Recreation**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Jamie Jackson, City Clerk**

\_\_\_\_\_  
**Date**

**Ice Clouds, LLC. (Josh Delforge)**

\_\_\_\_\_

\_\_\_\_\_  
**Date**

Attachment: concession agreementIC21 (3342 : Award of Contract for Concession Services at Neshotah Beach)

## EXHIBIT A

### DESCRIPTION OF FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CITY FOR FOOD AND BEVERAGE CONCESSIONS IN DESIGNATED PARKS AND RECREATION FACILITIES IN THE CITY OF TWO RIVERS

The following location has the equipment listed below that will be made available to the concessionaire. Concessionaire shall be responsible for routine and minor maintenance and cleaning of this equipment. The Concessionaire is authorized by this Agreement to provide concessions at the following locations and in accordance with the schedule provided by the Director:

#### **Neshotah Beach Concession Building**

Concession Stand Address: 500 Zlatnik Drive, Two Rivers, WI 54241

City-provided equipment includes:

1. Chest freezer
2. Refrigerator
3. Popcorn Machine
4. Nacho cheese dispenser
5. Nacho chip warmer
6. Pizza oven
7. Pizza warmer
8. Countertop food warmer
9. Merchandiser refrigerator
10. Two (2) 50 cup coffee pots
11. Hot dog steamer
12. Cash drawer and point of sale system
13. Microwave
14. Hawaiian Ice Machine
15. Cabinets
16. Countertops
17. Four (4) wire rack storage shelves
18. 3 compartment sink
19. Hand wash sink

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT B**

### **Standards for Operation of Concessions**

#### **Cleanliness Standards**

1. Concessionaire will maintain, at all times, food preparation, dining, and service areas, and all equipment, fixtures, paraphernalia, materials, utensils and other items therein, in a clean and sanitary manner. Concessionaire shall keep the Concession Facilities clear of broken glass, litter, debris, and garbage. Concessionaire shall dispose of any wastewater or other waste fluid in the sanitary sewer. In the event waste fluids may not legally be disposed of in the sanitary sewer, Concessionaire is responsible for disposing of same in an appropriate and lawful manner.
2. Concessionaire shall comply with all applicable health and sanitation laws and regulations, including:
  - a. The sanitation code of the U.S. Food Service Industry as published by the National Restaurant Association.
  - b. All State of Wisconsin acts and regulations governing food service operations.
  - c. All applicable City and County public health/sanitation regulations.
  - d. Any specific guidelines established by the Director.
3. At all times, Concessionaire shall permit and facilitate inspection of the food/beverage facilities by the City and by public health/sanitation/building/fire authorities so authorized.
  - a. Concessionaire shall provide a copy of all health department inspections to the Director on the same day the inspection form was issued. All health department violations are to be corrected within the time period allowed by the health inspector or within forty-eight (48) hours, whichever is sooner unless approval for a delay is granted by the health department or the Director.
  - b. Failure to pass health inspections, unless all failures are corrected within forty-eight (48) hours, is a material breach of this Agreement and may result in termination.
4. Concessionaire shall conduct inspections of the food service facilities once weekly. An inspection checklist shall be prepared and completed by Concessionaire for each inspection, and the checklists shall be made available to the Director upon request. The inspection report shall include corrective measures taken or to be taken by Concessionaire. Concessionaire shall also conduct daily inspections and take immediate corrective measures.

5. The City shall conduct a formal inspection of the Concessionaire's Concession Facilities a minimum of four times per year, or as deemed necessary by the City. Concessionaire shall accompany the City's designated representative during the inspection.
6. Failure to comply with this section, after notice from the City, shall be an event of default.
7. Concessionaire and or designated staff shall clean all areas of trash and debris related to the service of food and beverages within a 50-foot radius of the concession stand or location. This must be accomplished periodically during the time that the stand is open and once at the end of the operating day.

### **Facility and Equipment Maintenance**

1. Concessionaire shall be responsible for the maintenance and repair, or replacement of all equipment and facilities for food and beverage handling, and Concession Facilities provided by the concessionaire.
2. The City shall be responsible for maintenance and repair, or replacement of all equipment and facilities for food and beverage handling provided by the City.
3. The City shall make every effort to repair Park facilities damaged by acts of God, vandalism, theft, burglary, etc. that are not the responsibility of the Concessionaire or its agents or employees. However, the city will not reimburse the Concessionaire for losses of product or potential sales due to these events.
4. Failure to comply with this section, after notice from the City, shall be an event of default.

### **Custodial Maintenance**

1. Concessionaire will be responsible for custodial maintenance of the restrooms and areas surrounding the premises (see #7 Cleanliness Standards).
2. The City shall be responsible for the fields and facilities where concession stands are located including turf areas, concrete/hard surface areas, and storage areas.
3. Custodial maintenance shall include, but not be limited to, routine spill clean-up, debris and litter pick-up, stocking of toilet paper and paper towels. All areas will always be kept clean and neat.
4. Concessionaire shall be responsible for trash removal service, grease removal service, and the grease trap system. Concessionaire shall not discharge any grease into building drains and must keep all grease in proper containers for disposal. If grease is incorrectly disposed of in the drain system, Concessionaire shall be responsible for cleaning or repairing drains or grease trap system

6. Failure to comply with this section, after notice from the City, shall be an event of default.

### **Menu and Pricing**

1. Before the beginning of each operating season (March 1 or other date as specified), Concessionaire shall submit a detailed menu and price schedule of all items it proposes to sell, including size, weight, and amount of each item. All prices are subject to City approval. Concessionaire shall plan and prepare imaginative menu selection with an adequate variety of products, in consultation with the City. Any City contract commitments regarding sole sources, *i.e.* beverage products, will be utilized by Concessionaire.
2. Concessionaire shall adhere strictly to all food laws and regulation as adopted by the State of Wisconsin or the County Health Department. Food shall be prepared in such a way as to be acceptable to patrons. Hot food shall be hot and cold food shall be cold. The amount of food served shall be sufficient in relation to price and other services offered. Service shall be prompt, giving attention to the patrons' needs and promoting a friendly relationship. The food shall complement the facility and shall reflect the eating preferences of the patrons.
3. Failure to comply with this section, after notice from the City, shall be an event of default.

### **Employee Conduct and Appearance**

1. Concessionaire shall be responsible for the employment and compensation of its employees. All employees shall provide prompt and courteous service to all customers and the general public. Concessionaire shall provide qualified supervision, competent management staff, and numbers of employees necessary to maintain good service. Employees shall be clean and maintain appropriate clothing and appearance. Concessionaire shall always enforce strict discipline and good order among employees.
2. Failure to comply with this section, after notice from the City, shall be an event of default.

### **Customer Service**

1. All complaints, whether received by Concessionaire or the City, are to be reviewed by Concessionaire and the customer contacted by Concessionaire within forty-eight (48) hours of the filing of the complaint. A written report of the result of the follow-up will be provided to the Director within five (5) days.
2. If the City receives three or more customer service complaints in a reasonable period, the City may conduct a performance audit, utilizing customer surveys to determine customer satisfaction. Customers will be asked if they are "very satisfied," "satisfied," "dissatisfied," or "very dissatisfied" with the operations of Concessionaire. A reasonable number of customers shall be surveyed. The acceptable performance standard shall be seventy-five percent (75%) of the surveyed customers rating satisfied or very satisfied. A rating below seventy-five percent (75%) satisfaction may be grounds for termination of this Agreement. If a survey indicates less than seventy-five percent (75%) satisfaction, Concessionaire may request a

second survey by an independent third party, at the sole cost of Concessionaire. If the second survey indicates customer satisfaction rating of seventy-five percent (75%) or above, Concessionaire will be deemed to have met the standard of acceptable performance.



City Manager's Office, April 16, 2021			
Proposed Budget Amendment to Re-Allocate Funding for Purchase of New Playground Equipment for Neshotah Park (Requires 7 affirmative votes)			
	<b>2021</b>	<b>2021</b>	<b>Net Change</b>
<b>Fund/Account</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>As Result of Amendment</b>
<b>Fund 457, Public Works Equipment</b>			
Revenues			
457-41110, Proceeds from Debt	\$ 387,000	\$ 373,000	\$ (14,000)
Expenditures			
457-53300-8160 Vehicles	\$ 686,000	\$ 672,000	\$ (14,000)
Reflects Front-End Loader Actual Cost \$14,000 below budgeted			
<b>Fund 451, Public Works Streets</b>			
Revenues			
451-49110, Proceeds from Debt	\$ 495,000	\$ 481,000	\$ (14,000)
Expenditures			
451-53300-8730, Conc. Pavement Reconst.	\$ 525,000	\$ 511,000	\$ (14,000)
Reflects Street Projects Costs below budgeted			
<b>Fund 454, Park and Cemetery Projects</b>			
Revenues			
454-49110 Proceeds from Debt	\$ 149,500	\$ 177,500	\$ 28,000
Expenditures			
454-55400-8860, Tennis Cts. & Playground Equip.	\$ 38,000	\$ 66,000	\$ 28,000
Adds \$28,000 for purchase of "Zip Line" Park Apparatus			

Attachment: Budget Amend (3343 : amendment to the 2021 Capital Budget, if sufficient savings could be identified to offset the additi)



## RESOLUTION

### *Directing Staff to Proceed With Activities Necessary for Creation of a New Tax Incremental Financing District (TID) to Assist with New Development on Forest Avenue*

**WHEREAS**, a developer (“Developer”) has proposed a development project (“Project”) involving new market rate multi-family housing at a location *on Forest Avenue* ; and

**WHEREAS**, Developer has represented, and the City anticipates, that TIF funding assistance will be necessary for said Development Project to occur; and

**WHEREAS**, the City wishes to assist such development in the City and to potentially make public infrastructure expenditures to expand housing options within the City ; and

**WHEREAS**, the City wishes to provide financial support to the extent necessary and feasible to make such development activities at the Forest Avenue location possible, recognizing that private investment, and the resulting increased economic activity in Two Rivers from additional housing and residents , would be very beneficial to our community; and

**WHEREAS**, said Development Project is consistent with the City’s 2010 Comprehensive Plan; that plan includes the following recommended community development actions:

- Expand residential development in a contiguous and efficient manner;
- Promote site design flexibility through the use of Planned Unit Development; and

**WHEREAS**, such redevelopment activities are also consistent with the City’s Economic Development Strategic Plan, adopted April 2018, with priorities for economic development that include:

- Promote redevelopment of smart growth/priority redevelopment areas;
- Create/effectively implement the use of Tax Incremental Financing for development; and

**WHEREAS**, certain public infrastructure improvements may also be necessary to achieve successful development in this area; and

**WHEREAS**, the City anticipates that activities to be included in the Tax Incremental Financing Plan for such TIF District will include:

- (a) A direct grant to the Developer to assist with the Development Project costs, the terms for such grant to be addressed in a written development agreement between the City and the Developer;

- (b) Potential public infrastructure improvements including possible public street improvements, trail and/or access upgrades to the West Twin River in proximity to the project location to be determined and addressed in a written development agreement between the City and the Developer;
- (c) Interest and other costs of borrowing associated with the financing of the above activities; and
- (d) The City's reasonable administrative, legal, planning and engineering costs associated with the above activities; and

**WHEREAS**, timely adoption of the Project Plan and boundaries for such TIF District is important to the success of the proposed Project that is the impetus for this resolution.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Two Rivers City Council directs the City Manager and staff to proceed with all necessary activities related to the creation of a new or amended TID to allow for timely action by the Plan Commission, City Council and Joint Review Board.

Dated this 19th day of April, 2021

\_\_\_\_\_  
Councilmember

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

Attachment: TID 15 Comfort Res (3350 : TID 15)

## RESOLUTION

### Addressing Role of the Community Development Authority in "Transform Two Rivers" and other Housing Initiatives

**WHEREAS**, in 1989 the Two Rivers City Council adopted Ordinance Section 2-5-12.1 creating a Community Development Authority (CDA); and

**WHEREAS**, Wisconsin Statutes 66.4325 provides that the Community Development Authority (CDA) is a public body exercising necessary public powers, and having all the powers, duties, and functions conferred on housing authorities by applicable law; and

**WHEREAS**, the City's ordinance 2-5-12.1 authorizes the CDA is created for the purpose of carrying out blight elimination, clearance of undesirable conditions, urban renewal programs and projects and housing projects within the City; and

**WHEREAS**, Two Rivers City Council adopted the extension of Tax Incremental District (TID) 3 on March 18, 2019, TID 4 on February 15, 2021, and TID 5 on July 2, 2018, authorizing funds from the final year increment, of each of these TIDs to be available for affordable housing purposes; and

**WHEREAS**, Two Rivers City Council approved the *Transform Two Rivers Housing Loan Program* April 5, 2021 to encourage exterior home improvements for residential properties with an assessed value at or below 120% of the median home value to qualify as affordable housing for the expenditure of TIDs 3, 4, and 5 funds; and

**WHEREAS**, *Transform Two Rivers Housing Loan Program*, future residential loan programs and related housing projects, blight elimination, urban renewal programs and projects, fall under the purview of the Two Rivers CDA

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Two Rivers City Council directs the City Manager and staff to proceed with all necessary activities related to housing loan programs and related housing projects, blight elimination, urban renewal programs and projects to allow for timely action by the CDA and designate the CDA as the body assigned the authority to approve *Transform Two Rivers Housing Loans* and other initiatives related to housing activities with the understanding that the CDA does not have the authority to commit City funds without appropriate City Council authorization.

**BE IT FURTHER RESOLVED**, that the *Transform Two Rivers Housing Loan Program*, as approved April 5, 2021, is the City's designated program for the use of above referenced TIDs 3, 4, and 5 affordable housing activities.

Dated this 19th day of April, 2021

\_\_\_\_\_  
Councilmember

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

## RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND  
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO  
EXCEED \$1,915,000 GENERAL OBLIGATION PROMISSORY  
NOTES

WHEREAS, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Two Rivers, Manitowoc County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of street improvement projects, bridge repairs and improvements, park projects and Senior Center improvements, fire department equipment and building improvements, public works equipment and building improvements, city hall improvements and police equipment (collectively, the "Project");

WHEREAS, the City Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase proposal to the City (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the City Manager or the Finance/Administrative Services Director/Treasurer (each an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed ONE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,915,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the City Manager and City Clerk are hereby authorized, empowered and directed to

make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of not to exceed ONE MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,915,000). The purchase price to be paid to the City for the Notes shall not be less than 95.50% of the principal amount of the Notes and the difference between the initial public offering price of the Notes and the purchase price to be paid to the City by the Purchaser shall not exceed 4.50% of the initial public offering price of the Notes, with an amount not to exceed 1.50% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 3.00% of the principal amount of the Notes representing other costs of issuance, including bond insurance premium, payable by the Purchaser or the City.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$1,915,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$220,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$1,915,000. Any maturity or mandatory redemption payment may be eliminated, at the option of the City, if the amount of such maturity or mandatory redemption payment is less than or equal to \$220,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$1,915,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2022	\$75,000
04-01-2023	100,000
04-01-2024	195,000
04-01-2025	200,000
04-01-2026	210,000
04-01-2027	215,000
04-01-2028	220,000
04-01-2029	225,000
04-01-2030	235,000
04-01-2031	240,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) will not exceed 2.50%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the



mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2030 for the payments due in the years 2022 through 2031 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the

Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the

Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of

Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the City Manager and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The City Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 19, 2021.

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

Approving Certificate

(See Attached)

Attachment: Two Rivers, City of - 2021 GOPNs - Parameters Resolution (3344 : General Obligation Promissory Notes)



CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT  
AND DETAILS OF  
GENERAL OBLIGATION PROMISSORY NOTES

The undersigned [\_\_\_\_\_] of the City of Two Rivers, Manitowoc County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On April 19, 2021, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$1,915,000 General Obligation Promissory Notes of the City (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$1,915,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$220,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2022	\$75,000	\$ _____
04-01-2023	100,000	_____
04-01-2024	195,000	_____
04-01-2025	200,000	_____
04-01-2026	210,000	_____
04-01-2027	215,000	_____
04-01-2028	220,000	_____
04-01-2029	225,000	_____
04-01-2030	235,000	_____
04-01-2031	240,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is \_\_\_\_\_%, which is not in excess of 2.50%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Notes which is not less than 95.50% of the principal amount of the Notes as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$\_\_\_\_\_) and the purchase price to be paid to the City by the Purchaser (\$\_\_\_\_\_) is \$\_\_\_\_\_, or \_\_\_\_\_% of the initial public offering price of the Notes, which does not exceed 4.50% of the initial public offering price of the Notes. The portion of such amount representing Purchaser's compensation is \$\_\_\_\_\_, or not more than 1.50% of the principal amount of the Notes. The amount representing other costs of issuance is \$\_\_\_\_\_, which does not exceed 3.00% of the principal amount of the Notes.

5. Redemption Provisions of the Notes. The Notes maturing on April 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on \_\_\_\_\_, 2021 pursuant to the authority delegated to me in the Resolution.

\_\_\_\_\_  
[\_\_\_\_\_]
   
[\_\_\_\_\_]

## SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

## SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

## SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

[EXHIBIT MRPMandatory Redemption Provision

The Notes due on April 1, \_\_\_\_, \_\_\_\_, and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20

<u>Redemption</u>	
<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption</u>	
<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption</u>	
<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20

<u>Redemption</u>	
<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

## EXHIBIT B

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	MANITOWOC COUNTY	
NO. R-____	CITY OF TWO RIVERS	\$_____
	GENERAL OBLIGATION PROMISSORY NOTE	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	_____, 2021	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE &amp; CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
 (\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Two Rivers, Manitowoc County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$[\_\_\_\_\_], all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of street improvement projects, bridge repairs and improvements, park projects and Senior Center improvements, fire department equipment and building improvements, public works equipment and building improvements, city hall improvements and police equipment, as authorized by a resolution adopted on April 19, 2021 as



supplemented by a Certificate Approving the Preliminary Official Statement and Details of General Obligation Promissory Notes (the "Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the City Council for said date.

The Notes maturing on April 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, \_\_\_\_\_ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the City Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with

a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Two Rivers, Manitowoc County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF TWO RIVERS  
MANITOWOC COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Jamie Jackson  
City Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

### CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the City of Two Rivers, Manitowoc County, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN

By \_\_\_\_\_  
Authorized Signatory

Attachment: Two Rivers, City of - 2021 GOPNs - Parameters Resolution (3344 : General Obligation Promissory Notes)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE AND  
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO  
EXCEED \$800,000 TAXABLE GENERAL OBLIGATION  
REFUNDING BONDS**

WHEREAS, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Two Rivers, Manitowoc County, Wisconsin (the "City") to raise funds to pay the cost of current refunding the State Trust Fund Loan dated July 23, 2019 (the "Refunded Obligations") (the "Refunding");

WHEREAS, the City Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

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

WHEREAS, it is the finding of the City Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and to sell the taxable general obligation refunding bonds (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a bond purchase proposal to the City (the "Proposal") offering to purchase the Bonds in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Bonds to the Purchaser in a timely manner, the City Council hereby finds and determines that it is necessary, desirable and in the best interest of the City to delegate to either the City Manager or the Finance/Administrative Services Director/Treasurer (each an "Authorized Officer") of the City the authority to accept the Proposal on behalf of the City so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of not to exceed EIGHT HUNDRED THOUSAND DOLLARS (\$800,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 13 of this Resolution, the City

Manager and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Bonds aggregating the principal amount of not to exceed EIGHT HUNDRED THOUSAND DOLLARS (\$800,000). The purchase price to be paid to the City for the Bonds shall not be less than 94.50% of the principal amount of the Bonds and the difference between the initial public offering price of the Bonds and the purchase price to be paid to the City by the Purchaser shall not exceed 5.50% of the initial public offering price of the Bonds, with an amount not to exceed 1.50% of the principal amount of the Bonds representing the Purchaser's compensation and an amount not to exceed 4.00% of the principal amount of the Bonds representing other costs of issuance, including bond insurance premium, payable by the Purchaser or the City.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of up to \$800,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$50,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Bonds shall not exceed \$800,000. Any maturity or mandatory redemption payment may be eliminated, at the option of the City, if the amount of such maturity or mandatory redemption payment is less than or equal to \$50,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$780,000.

<u>Date</u>	<u>Principal Amount</u>
04-01-2023	\$25,000
04-01-2024	30,000
04-01-2025	35,000
04-01-2026	40,000
04-01-2027	45,000
04-01-2028	45,000
04-01-2029	45,000
04-01-2030	45,000
04-01-2031	45,000
04-01-2032	45,000
04-01-2033	45,000
04-01-2034	50,000
04-01-2035	55,000
04-01-2036	55,000
04-01-2037	55,000
04-01-2038	60,000
04-01-2039	60,000

Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 3.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The debt service savings achieved by the Refunding (calculated on a gross basis) (the "Savings Test") shall be at least \$40,000.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the City shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2021 through 2038 for the payments due in the years 2022 through 2039 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously



issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the City Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the City Manager and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the City Manager and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the City Manager and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the City Manager and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Conditions on Issuance and Sale of the Bonds. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the following conditions:

- (a) approval by an Authorized Officer of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate; and
- (b) the Savings Test described in Section 2 is met.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, an Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

Section 14. Official Statement. The City Council hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of

the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the City Manager and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 16. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on the date approved by an Authorized Officer in the Approving Certificate at a price of par plus accrued interest to the date of redemption, subject to final approval by an Authorized Officer as evidenced by the execution of the Approving Certificate.

The City hereby directs the City Clerk to take all actions necessary for the redemption of the Refunded Obligations on their redemption date. Any and all actions heretofore taken by the officers and agents of the City to effectuate such redemption are hereby ratified and approved.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The City Manager and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the City Manager and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the City Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded April 19, 2021.

\_\_\_\_\_  
Council President

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

Approving Certificate

(See Attached)

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT  
AND DETAILS OF  
TAXABLE GENERAL OBLIGATION REFUNDING BONDS

The undersigned [\_\_\_\_\_] of the City of Two Rivers, Manitowoc County, Wisconsin (the "City"), hereby certifies that:

1. Resolution. On April 19, 2021, the City Council of the City adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$800,000 Taxable General Obligation Refunding Bonds of the City (the "Bonds") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.
2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.
3. Proposal; Terms of the Bonds. On the date hereof, the Purchaser offered to purchase the Bonds in accordance with the terms set forth in the Bond Purchase Agreement between the City and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$\_\_\_\_\_, which is not more than the \$800,000 approved by the Resolution, and shall mature on April 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The amount of each annual principal or mandatory redemption payment due on the Bonds is not more than \$50,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2023	\$25,000	\$ _____
04-01-2024	30,000	_____
04-01-2025	35,000	_____
04-01-2026	40,000	_____
04-01-2027	45,000	_____
04-01-2028	45,000	_____
04-01-2029	45,000	_____
04-01-2030	45,000	_____
04-01-2031	45,000	_____
04-01-2032	45,000	_____
04-01-2033	45,000	_____
04-01-2034	50,000	_____



<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
04-01-2035	\$55,000	\$ _____
04-01-2036	55,000	_____
04-01-2037	55,000	_____
04-01-2038	60,000	_____
04-01-2039	60,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is \_\_\_\_\_%, which is not in excess of 3.00%, as required by the Resolution. The debt service savings achieved by the Refunding (calculated on a gross basis) is \$\_\_\_\_\_, which is at least \$40,000 as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$\_\_\_\_\_, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 94.50% of the principal amount of the Bonds as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Bonds (\$\_\_\_\_\_) and the purchase price to be paid to the City by the Purchaser (\$\_\_\_\_\_) is \$\_\_\_\_\_, or \_\_\_\_\_% of the initial public offering price of the Bonds, which does not exceed 5.50% of the initial public offering price of the Bonds. The portion of such amount representing Purchaser's compensation is \$\_\_\_\_\_, or not more than 1.50% of the principal amount of the Bonds. The amount representing other costs of issuance is \$\_\_\_\_\_, which does not exceed 4.00% of the principal amount of the Bonds.

5. Redemption Provisions of the Bonds. The Bonds maturing on April 1, \_\_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, \_\_\_\_\_ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

6. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the City have been irrevocably pledged and there has been levied on all of the taxable property in the City, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

7. Redemption of the Refunded Obligations. In the Resolution, the City Council authorized the redemption of the Refunded Obligations and granted me the authority to

determine the redemption date. The Refunded Obligations shall be redeemed on \_\_\_\_\_, 2021.

8. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Bonds and the direct annual irrevocable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on \_\_\_\_\_, 2021 pursuant to the authority delegated to me in the Resolution.

\_\_\_\_\_  
[ ] [ ]

## SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

## SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

## SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

[EXHIBIT MRPMandatory Redemption Provision

The Bonds due on April 1, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, 20\_\_\_\_\_

<u>Redemption</u>	<u>Amount</u>
<u>Date</u>	
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20\_\_\_\_\_

<u>Redemption</u>	<u>Amount</u>
<u>Date</u>	
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20\_\_\_\_\_

<u>Redemption</u>	<u>Amount</u>
<u>Date</u>	
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, 20\_\_\_\_\_

<u>Redemption</u>	<u>Amount</u>
<u>Date</u>	
_____	\$ _____
_____	_____
_____	_____ (maturity)]

## EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
MANITOWOC COUNTY  
NO. R-\_\_\_\_ CITY OF TWO RIVERS \$\_\_\_\_\_  
TAXABLE GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_, 2021 \_\_\_\_\_%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, the City of Two Rivers, Manitowoc County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2022 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$[\_\_\_\_\_], all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on April 19, 2021 as supplemented by a Certificate Approving the Preliminary Official Statement and Details of Taxable General Obligation Refunding Bonds (the

"Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the City Council for said date.

The Bonds maturing on April 1, \_\_\_\_ and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, \_\_\_\_ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the



City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Two Rivers, Manitowoc County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified City Manager and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF TWO RIVERS,  
MANITOWOC COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Jamie Jackson  
City Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Two Rivers, Manitowoc County, Wisconsin.

ASSOCIATED TRUST COMPANY,  
NATIONAL ASSOCIATION,  
GREEN BAY, WISCONSIN

By \_\_\_\_\_  
Authorized Signatory

Attachment: Two Rivers, City of - 2021 Tax GORs - Authorizing Resolution (3345 : General Obligation Promissory Bonds)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

From Wisconsin Statutes Section 23.33(8)(e)

(e) Signs.

1. The department, in cooperation with the department of transportation, shall establish uniform all-terrain vehicle route and trail signs and standards and uniform signs and standards for the operation of utility terrain vehicles on all-terrain vehicle routes and trails. The standards may not require that any additional signs be placed on all-terrain vehicle routes concerning the operation of all-terrain vehicles or utility terrain vehicles with snow removal devices attached.

2. Except as provided in subd. 3, if a town, village, city, or county designates specific highways under its jurisdiction as all-terrain vehicle routes under par. (b) 2., the town, village, city, or county shall do one of the following:

a. Erect a sign at each point on a highway where the all-terrain vehicle route begins and at each point where the all-terrain vehicle route intersects an all-terrain vehicle trail or a highway that is not designated as an all-terrain vehicle route. The town, village, city, or county is not required to erect a sign under this subdivision at a point that is not more than one-half mile from a sign marking the same all-terrain vehicle route on the same highway.

b. Erect a sign on each highway under its jurisdiction that crosses its territorial boundary in a position to be viewed by motorists as they enter the town, village, city, or county. The signs shall alert motorists that all highways within the town, village, city, or county have been designated as all-terrain vehicle routes, except where otherwise indicated. The town, village, city, or county shall erect signs as appropriate to indicate highways that are not designated as an all-terrain vehicle route.

3. If a town, village, city, or county designates all highways under its jurisdiction as all-terrain vehicle routes under par. (b) 2., the town, village, city, or county may erect a sign on each highway that crosses its territorial boundary in a position to be viewed by motorists as they enter the town, village, city, or county. The signs shall alert motorists that all highways under the jurisdiction of the town, village, city, or county have been designated as all-terrain vehicle routes.

4. If a town, village, city, or county designates all highways under its jurisdiction as all-terrain vehicle routes under par. (b) 2., the town, village, city, or county may erect a sign on each highway under its jurisdiction at the point where that highway crosses its territorial boundary and enters another town, village, city, or county that does not designate the highway as an all-terrain vehicle route. The signs shall be in a position to be viewed by motorists and all-terrain vehicle operators as they leave the town, village, city, or county and shall alert motorists and all-terrain vehicle operators that the all-terrain vehicle route designation has ended.

5. If a town, village, city or county designates highways under its jurisdiction as all-terrain vehicle routes under par. (b) 2., the town, village, city, or county may designate a preferred route and erect signs marking the route.

6. If a town, village, city, or county erects and maintains signs under subd. 3., the department may not require the town, village, city, or county to erect any additional signs marking the all-terrain vehicle routes within the town, village, city, or county.

Language applies if City were to allow ATV's and UTV's on specific streets (i.e., not every street)

Language applies if City were to allow ATV's and UTV's on ALL streets

## LICENSE AGREEMENT

This License Agreement (this "Agreement") is made as of \_\_\_\_\_ (the "Effective Date"), between the City of Two Rivers a Wisconsin municipal corporation, the principal business address of which is 1717 East Park Street, Two Rivers, WI 54241 (the "City"), and Klein Concessions, LLC, a Wisconsin Limited Liability Company, the principal business address of which is 2204 Forest Avenue, Two Rivers, WI 54241 (the "Licensee").

### RECITALS

- A. The City owns the property located on Lake Michigan commonly referred to as Neshotah Beach ("**Beach**").
- B. The Licensee wishes to operate a non-motorized watercraft rental business at the Beach during the summer months that would rent kayaks, paddleboards, and canoes to the public.
- C. The City wishes to accommodate the Licensee's request in accordance with the terms and conditions of this Agreement.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. License. The City licenses to the Licensee that portion of the Jet Ski Parking Lot and adjacent area at the Beach, as designated on the map attached hereto as Exhibit A (the "**Licensed Property**") for its use in operating said non-motorized watercraft rental business, subject to the terms and conditions of this Agreement and for no other purpose or use.

(a) This license is granted on an "AS IS" basis. The City makes no representations or warranties about the condition of the Licensed Property or its fitness for any purpose or use, and shall have no duty to maintain, repair, replace or improve any portion of such areas.

(b) Except as otherwise provided by this Agreement, no changes may be made to the Licensed Property and no permanent structures may be placed on the Licensed Property without the City's prior written consent which the City may for any reason decline. At the expiration of this Agreement, or any renewal thereof, the Licensee shall return the Licensed Property to the condition it was in prior to the effective date of this Agreement. Any costs incurred by the City in the restoration of the Licensed Property to its pre-Agreement condition shall be charged to the Licensee.

2. Term. Unless terminated earlier pursuant to this Agreement, the term of the license shall commence on the Effective Date and shall expire at 11:59 p.m. on September 30, 2021. Licensee's obligations under Section 3 shall survive the expiration of the license or any subsequent renewal of the license. Notwithstanding the foregoing, Licensee shall only have the right to use the Licensed Property from 7:00 a.m. to 8:00 p.m. during the term of this License Agreement.

3. License Fee. The Licensee shall pay to the City a license fee (the "License Fee") not later than October 15, 2021 based on the gross revenue derived from the Licensee's rental business at the Beach during the Term of this License Agreement.. For purposes of this Agreement, "gross annual revenue" shall mean a portion of total revenue, including cash, check, credit card receipt or debit card receipts, paid to the Licensee for all rentals at the Beach. The Annual Fee shall be five percent (5.00%) of the gross annual revenue. The Licensee shall submit a report showing gross annual revenue to the City at the same time it submits payment of the License Fee, and the report shall be subject to audit by the City.

4. Property Rights. This Agreement only grants a license to use the Licensed Property. This Agreement does not grant or convey to the Licensee any rights, title, or interest in the Licensed Property. The City retains all property rights in the Licensed Property.

5. Requirements of Licensee. This license is subject to the following terms and conditions:

(a) The Licensee's non-motorized watercraft rental business shall consist only of renting kayaks, paddleboards, and canoes to the public for a fee. Prior to renting a kayak or paddleboard, the Licensee shall make reasonable efforts to ensure that each customer is capable of operating a kayak or paddleboard in a safe and suitable manner. These efforts shall include providing basic safety training and verifying that each renter is of a suitable age and physical condition to operate a kayak or paddleboard.

(b) The Licensee shall instruct its customers to operate the kayaks and paddleboards, using the shoreline and that area of Lake Michigan adjacent to the Jet Ski Parking Lot. The Licensee shall be responsible for ensuring compliance with this requirement.

(c) The Licensee shall use reasonable judgment in determining whether to rent kayaks or paddleboards when it is apparent that weather or water conditions or forecast conditions, including but not limited to wind conditions, wave conditions, undertows, frigid water, or rip currents, make the use of such watercraft dangerous or unsuitable. The Licensee shall be solely responsible for warning customers of the dangers associated with the use of personal watercraft on Lake Michigan, including the risk of hypothermia.

(d) The Licensee shall use reasonable judgment in requiring compliance with Wisconsin law and setting rules regarding the use of life vests or other safety devices in conjunction with kayak, paddleboard and canoe rentals.

(e) The licensee may park a pickup truck and cargo trailer used in conjunction with the rental business described herein, during the term of this License Agreement within the area designated as the "License Agreement Area" on the attached Exhibit A, within the hours of operation described in (i) below.

(f) The Licensee may place non-motorized watercraft, a pop-up tent not exceeding 100 square feet in area, and temporary signs or banners within the area designated as the "License Agreement Area" on the attached Exhibit A, provided that all such items shall be removed daily after hours of operation.



(g) The Licensee may install temporary storage racks for the storage of kayaks, paddleboards and canoes within the area designated as "License Agreement Area" on the attached Exhibit A, in accordance with plans and specifications approved in writing by the City. Any storage of non-motorized watercraft may not exceed 5' in height. The Licensee shall remove such storage racks from the Licensed Property at the end of the Season.

(h) The Licensee shall ensure that its operation of the rental operation and the use and operation of kayaks, paddleboards and canoes on Lake Michigan comply at all times with applicable local, state and federal laws, regulations, ordinances, orders, permits, and licenses.

(i) The Licensee may operate its business on the Licensed Property from 7:00 a.m. to 8:00 p.m., seven days per week during the Term of this License Agreement.

(j) The Licensee shall make no representations to any person or entity as to any affiliation with, endorsement by, or sponsorship with the City. At no time during the term of this Agreement is the Licensee to be considered affiliated with the City. The City's logo shall not be used at any time for any purpose by the Licensee. On its rental agreement with customers, the Licensee shall conspicuously display a notice disclaiming any affiliation with the City. The notice shall read:

THE RENTAL OF KAYAKS AND PADDLEBOARDS IS  
OPERATED EXCLUSIVELY BY KLEIN CONCESSIONS, LLC.  
THE CITY OF TWO RIVERS HAS NO ROLE IN THIS  
OPERATION.

6. Loss Payment (Indemnification). The Licensee shall hold the City (defined for purposes of this paragraph to include the City's officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the City arising from the Licensee's operation of non-motorized watercraft rental business or use of the Licensed Property. "Loss" means a monetary amount paid or owed for any reason, including for example: judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, and expenses incurred in defending a legal claim.

7. Insurance. Throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain commercial general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, as well as automotive liability coverage for both property damage and bodily injury, with a combined single limit not less than \$1 million.

Also throughout the term of this Agreement, or any renewals thereof, the Licensee shall obtain and maintain workers compensation insurance coverage for its employees.

Each of the three above-named insurance policies shall name the City (including its elected officials, officers and employees) as an additional insured and identify the City as a certificate holder; further, these policies shall include a waiver of subrogation against the City (including its elected officials, officers and employees) by Licensee's insurer.

Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days' prior written notice

to the City, shall be provided to the City. Upon request, the Licensee shall provide the City with copies of the policies of insurance and all endorsements.

8. Assignment or Use by Others Prohibited. The Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement and may not allow any other person or entity to use the Licensed Property for any purpose without the City's prior written consent.

9. Termination. The license granted pursuant to this Agreement is terminable at the will of either the City Council or the Licensee. The City Manager may, upon a reasonable belief that a breach of this Agreement has occurred, suspend the license granted by this Agreement, effective immediately. In case of suspension, Licensee may appeal such suspension to the City Council in writing. Upon receipt of the written appeal, the City shall give the Licensee written notice of the date and time of the next City Council meeting at which such appeal will be considered so that the Licensee may address the City Council. Upon the termination of this Agreement, the Licensee shall, unless the City otherwise consents by resolution of the City Council, without cost to the City, remove any temporary structure and restore the Licensed Property to the condition it was in prior to the date of this Agreement.

10. Breach. To the extent not prohibited by law, the prevailing party in any action brought to, pursuant to or to enforce any provision of this Agreement shall, in addition to any other remedies, be entitled to recover its actual costs, including, without limitation, its actual reasonable attorney's fees, filing fees, expert fees and other expenses incurred to bring, maintain or defend any such action from its first accrual or first notice thereof through any appellate and collection proceedings. A party is a prevailing party if it improves its position from any offer made by the other party prior to filing the lawsuit. This provision shall not alter or affect any remedies under applicable court rules governing sanctions for rejected offers of judgment or case evaluation awards.

11. Miscellaneous.

(a) This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. It may not be modified or amended except in writing, signed by all parties. It shall not be affected by any course of dealing. The captions are for reference only and shall not affect its interpretation.

(b) Any notices shall be made in writing to the addresses first written above or such other addresses as indicated by notice and shall be made by personal delivery or by postage prepaid United States first-class mail and shall be deemed completed when actually received or, if by first-class mail, three business days after mailing.

The parties have signed this amended License Agreement as of the dates below.

CITY OF TWO RIVERS

LICENSEE, KLEIN CONCESSIONS,  
LLC

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

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

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

Date: \_\_\_\_\_



## EXHIBIT A – LICENSED PROPERTY LOCATION

Attachment: Klein (3355 : Klein Concessions License Agreement)

TWENTY-SECOND STREET

ZLATNIK DRIVE

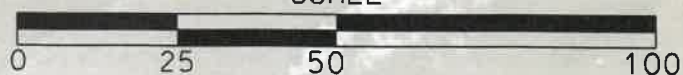
10'x70' AREA  
FOR VEHICLE,  
TRAILER, AND  
MERCHANDISE  
DISPLAY AREA

MAINTAIN CLEAR  
ZONE WITHIN  
2' OF PATH

License Agreement  
Area



SCALE



## ORDINANCE

**AN ORDINANCE** to amend Municipal Code Section 10-1-24B(2) and 10-1-26B(2) to allow limited production and processing as a Conditional Use in the B-1 and B-3 Business Districts. Conditional uses in the B-1 Business District are conditional uses in the B-2 Business District as referenced in Section 10-1-25B(2).

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That Section 10-1-24, entitled B-1 Business District, of the Municipal Code shall hereby be amended as follows:

**B(2) Conditional Uses**

- (t) Production and processing. Limited production and processing with the following development standards:
  - [1] Shall not exceed 1,200 square feet of gross floor area and include a retail component equal to at least 15 percent of the floor area of the use.
  - [2] Shall have little to no external impacts and shall be found to be compatible with the surrounding downtown or commercial environment in terms of intensity, scale of the use, functional and architectural character.

and to renumber subsequent sections as appropriate.

**SECTION 2.** That Section 10-1-26, entitled B-3 Business District, of the Municipal Code shall hereby be amended as follows:

**B(2) Conditional Uses**

- (g) Production and processing. Limited production and processing with the following development standards:
  - [1] Shall not exceed 1,200 square feet of gross floor area and include a retail component equal to at least 15 percent of the floor area of the use.
  - [2] Shall have little to no external impacts and shall be found to be compatible with the surrounding downtown or commercial environment in terms of intensity, scale of the use, functional and architectural character.

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 \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Curt Andrews  
President, City Council

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

Attest:

\_\_\_\_\_  
Jamie Jackson  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney

City of Two Rivers, WI  
Tuesday, April 6, 2021

## Chapter 10-1. Zoning Code

### Article C. Zoning Districts

#### § 10-1-24. B-1 Business District.

- A. Purpose. The purpose of the B-1 Business District is to promote and protect development in the downtown area and in existing business developments. The district is also intended to recognize existing residential uses as conforming uses and promote their continued operation.
- B. Use. In the B-1 Business District, no building or premises shall be used and no building shall hereinafter be erected or structurally altered unless otherwise provided in this chapter, except for one or more of the following uses:
- (1) Principal permitted uses.
    - (a) Art shop, gift shop, jewelry store, optical store, antique store.
    - (b) Animal grooming (no outdoor operations and no overnight boarding).
    - (c) Bakery (retail).
    - (d) Bank, savings and loan, credit union, financial institution.
    - (e) Barbershop and beauty parlor.
    - (f) Boardinghouses and rooming houses existing prior to December 4, 2006, may be continued. New uses of this type are prohibited.
    - (g) Book and stationery store.
    - (h) Bottling, distillery, microbrewery and winery with required on-premises retail sales of products produced on the premises.
    - (i) Bowling alley, pool and billiard room, gymnasium, dancing school, dance hall, skating rink, theater, except drive-in theater.
    - (j) Brokerage house.
    - (k) Candy, ice cream, and soft drink store.
    - (l) Car and truck parts sales (with no outdoor storage).
    - (m) Ceramics studio.
    - (n) Clinic.
    - (o) Community living arrangements and community-based residential facilities for nine to 15 persons.



- (p) Convention and exhibition hall.
- (q) Cleaning, dry cleaning store and laundromat.
- (r) Dress, clothing, dry goods, shoe and/or department store, tailor shop and sporting goods store.
- (s) Drugstore or pharmacy.
- (t) Engraving.
- (u) Event facility/assembly hall.  
[Added at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
- (v) Floor covering sales.
- (w) Florist shop, greenhouse.
- (x) Hardware and paint and wallpaper store.
- (y) Household appliance and repair store, furniture store, plumbing, heating and electrical supplies.
- (z) Hotel and motel.
- (aa) Museum.
- (bb) Music store, radio store, and radio broadcast studio.
- (cc) Office: business, professional, governmental, utility, travel agent, office equipment store.
- (dd) Parking lot.
- (ee) Pet shop.
- (ff) Photography studio and photography sales and supplies.
- (gg) Printing and reproduction services.
- (hh) Public and semipublic uses including churches, schools, library and community building.
- (ii) Radio and television sales and repair.
- (jj) Rental apartments or condominium dwellings above the ground-floor level. Such apartments or condominium dwellings shall have a minimum floor area of 350 square feet for an efficiency unit, 420 square feet for a one-bedroom unit, or 650 square feet for a two-bedroom unit.
- (kk) Residential dwelling unit(s) for the owner, proprietor, commercial tenant, employees or caretaker located in the same building as the business. Such dwelling units(s) shall be located above the ground-floor level, except as follows:  
[Amended 1-7-2019]
  - [1] Buildings initially constructed as churches prior to January 1, 2019, may be repurposed as mixed-use buildings in accord with the following standards:
    - [a] Ground-floor uses may include commercial and residential uses in accord with § 10-1-24.

- [b] Ground-floor residential units shall not occupy more than 60% of the usable ground floor area as defined in § 10-1-13F.
- [c] Ground-floor residential units shall have the same minimum floor area as described in § 10-1-24B(1) and shall comply with applicable building code requirements.
- (ll) Restaurant, cafeteria, lunchroom, refreshment stand, caterer, tavern, bar, and liquor store.
- (mm) Retail food stores including groceries, delicatessen, meat, fish, fruit and vegetables.
- (nn) Secondary meat processing, provided approval is granted by the Plan Commission and Council, and further provided that there is not slaughtering or cleaning involved, e.g., the animal carcasses to be processed shall be cleaned and dressed before arriving at the premises.
- (oo) Single- and two-family dwellings constructed prior to January 1, 2019, may be continued. Buildings originally constructed as single- or two-family dwellings where the ground floor is used for commercial purposes may be returned to its original use, except dwellings along STH 42, STH 147 and STH 310. New one- and two-family dwellings are prohibited. [Amended 2-4-2019]
- (pp) Tanning salon.
- (qq) Temporary structure.
- (rr) Tobacco and pipe store.
- (ss) Philanthropic and eleemosynary institutions.
- (tt) Uses permitted in the R-1, R-2 and R-3 Districts, but not including new single- and two-family dwellings.
- (uu) Video product sales and rentals.
- (2) Conditional uses.  
[Amended 8-5-2019]
  - (a) Animal day care (no outdoor operations and no overnight boarding).  
[Added at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
  - (b) Auction facility, business.
  - (c) Automobile sales and service establishment, storage garage, public garage, filling station.  
[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
  - (d) Bed-and-breakfast establishments meeting all provisions of § 10-1-22A(4)(d).
  - (e) Boat sales and service.
  - (f) Bus depot.
  - (g) Car and truck body repair.
  - (h) Car wash.

- (i) Community living arrangements and community-based residential facilities for 16 or more persons.
  - (j) Day-care center.
  - (k) Drive-in business establishment offering goods or services directly to customers waiting in parked motor vehicles complying with § 10-1-24C.
  - (l) Fish farming/aquiculture.
  - (m) Flea market, excluding any special event authorized by the City Council.
  - (n) Furniture sales and repair, woodworking and cabinetmaking.
  - (o) Gas stations including a convenience store.
  - (p) Grave markers and monument sales.
  - (q) Microwave radio relay structures and cable TV studio.
  - (r) One on-premises detached single-family residence for the owner, manager or caretaker of a motel or hotel, provided such residence is on the same lot as the motel or hotel.
  - (s) Pawnshop.
  - (t) Tattoo and body piercing services.
  - (u) Taxi office.
  - (v) Undertaking establishment.
  - (w) Uses permitted in the R-4 District.
- (3) Accessory uses.
- (a) Those uses which are customary in connection with the permitted and conditional uses and are incidental to those uses.
  - (b) Essential services.
- C. Yard area and height.  
[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
- (1) Height. Any building erected or structurally altered shall not exceed 75 feet in height.
  - (2) Lot width. All lots shall have a minimum width of 45 feet.
  - (3) Front yard and side yard setbacks. No front yard or side yard setback requirement for business buildings, except where a front or side yard abuts a district of a different type. The front or side yard requirement shall then be 50% of that required in the abutting district. Residential buildings must meet the R-3 requirements.
  - (4) Rear yard. There shall be a rear yard having a minimum depth of 20 feet for a building of two stories or less in height. For each additional story or fractional story in height, the depth of such rear yard shall be increased by five feet.
  - (5) Vision clearance. Vision clearance shall be provided in accordance with § 10-1-15.



- (6) Off-street parking and loading. Off-street parking and loading facilities shall be provided in accordance with § 10-1-13.
- (7) Single- and two-family dwellings constructed in the B-1 District shall comply with the provisions of § 10-1-20I.

Select Language ▼

City of Two Rivers, WI  
Tuesday, April 6, 2021

## Chapter 10-1. Zoning Code

### Article C. Zoning Districts

#### § 10-1-25. B-2 Business District.

- A. Purpose. The purpose of the B-2 Business District is to promote and protect development in new business areas and existing outlying business areas of the City. The district is also intended to control most new business development that will occur in the City. The district will be used to rezone land for business use that is currently not zoned for that use.
- B. Use. In the B-2 Business District no building or premises shall be used and no building shall hereinafter be erected or structurally altered unless otherwise provided in this chapter, except for one or more of the following uses:
- (1) Principal permitted uses.
    - (a) All principal permitted uses in the B-1 Business District, except residential uses.
    - (b) Animal grooming (no outdoor operations and no overnight boarding).
    - (c) Animal hospital and veterinary clinic.
    - (d) Boat sales.
    - (e) Bottling, distillery, microbrewery and winery with required on-premises retail sales of products produced on the premises.
    - (f) Car wash.
    - (g) Community living arrangements and community-based residential facilities for nine to 15 persons.
    - (h) Dry-cleaning plant.
    - (i) Greenhouse.
    - (j) Manufactured home and mobile home sales.  
[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
    - (k) Outdoor amusement such as miniature golf.
    - (l) Contractor offices and shops, including sales, service and repair of related products and equipment, with no outdoor operations and no outdoor storage, excluding heavy construction and landscape contractors.
    - (m) Audio, video and electronic equipment sales, service and repair.

- (2) Conditional uses.

- (a) All conditional uses in the B-1 Business District except those uses listed as permitted in this district.  
[Added at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
- (b) Animal day care (no outdoor operations and no overnight boarding).  
[Added 8-5-2019]
- (c) All conditional uses in the B-1 Business District except those uses listed as permitted in this district.
- (d) Bus terminals and service facilities.
- (e) Community living arrangements and community-based residential facilities for 16 or more.
- (f) Heavy contractors' yards and equipment storage.
- (g) Landscape contractors.
- (h) One on-premises detached single-family residence for the owner, manager or caretaker of a motel or hotel, provided such residence is on the same lot as the motel or hotel.
- (i) Parking trucks including semitrucks.
- (j) Petting zoo.
- (k) Private park/picnic area.
- (l) Recreational vehicle courts complying with the provisions of § 10-1-30.
- (m) Recreational vehicle sales, service and storage.
- (n) Secondary meat processing, provided approval is granted by the Plan Commission and Council, and further provided that there is no slaughtering or cleaning involved, e.g., the animal carcasses to be processed shall be cleaned and dressed before arriving at the premises.
- (o) Self-storage facilities.
- (p) Telephone office.  
[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
- (q) Utility trailer and truck rental.
- (r) Warehouse.
- (s) Wholesale establishment.
- (t) Laboratories for research, development and testing.
- (3) Accessory uses.
  - (a) Those uses which are customary in connection with the permitted and conditional uses and are incidental to those uses.
  - (b) Essential services.

C. Yard area and height.

[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]

- (1) Height. Any building erected or structurally altered shall not exceed 75 feet in height.
- (2) Lot size. Each lot shall have a minimum area of 7,200 square feet and a minimum width of 70 feet.
- (3) Setback: 25 feet.
- (4) Minimum side yard: 10 feet.
- (5) Street side yard: 25 feet.
- (6) Rear yard: 20 feet.
- (7) Vision clearance: Same as B-1 Business District.
- (8) Off-street parking and loading. Off-street parking and loading facilities shall be provided in accordance with § 10-1-13.

Select Language ▼

City of Two Rivers, WI  
Tuesday, April 6, 2021

## Chapter 10-1. Zoning Code

### Article C. Zoning Districts

#### § 10-1-26. B-3 Business District.

- A. Purpose. The purpose of the B-3 Business District is to promote and protect development in new business areas and existing business areas along Memorial Drive. The district is also intended to control most new business development that will occur along Memorial Drive. The district will be used to rezone land for business use that is currently not zoned for that use.
- B. Use. In the B-3 Business District no building or premises shall be used and no building shall hereinafter be erected or structurally altered unless otherwise provided in this chapter, except for one or more of the following uses:
- (1) Principal permitted uses.
    - (a) All principal permitted uses in the B-1 Business District.
    - (b) Animal grooming (no outdoor operations and no overnight boarding).
    - (c) Animal hospital and veterinary clinic.
    - (d) Boat sales.
    - (e) Car wash.
    - (f) Community living arrangements and community-based residential facilities for nine to 15 persons.
    - (g) Outdoor amusement such as miniature golf.
    - (h) Manufactured home and mobile home sales.  
[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]
    - (i) Contractor offices and shops, including sales, service and repair of related products and equipment, with no outdoor operations and no outdoor storage, excluding heavy construction and landscape contractors.
  - (2) Conditional uses.
    - (a) Animal day care (no outdoor operations and no overnight boarding).  
[Added 8-5-2019]
    - (b) Auction facility, business.
    - (c) Community living arrangements and community-based residential facilities for 16 or more persons.

- (d) Day-care center.
- (e) Drive-in business establishment offering goods or services directly to customers waiting in parked motor vehicles complying with §10-1-26C.
- (f) Flea market, excluding any special event authorized by the City Council.
- (g) Recreational vehicle sales, service and storage.
- (h) Self-storage facilities.
- (i) Utility trailer and truck rental.
- (j) Warehouse.
- (k) Wholesale establishment.
- (l) One on-premises detached single-family residence for the owner, manager or caretaker of a motel or hotel, provided such residence is on the same lot as the motel or hotel.
- (m) Laboratories for research, development and testing.

(3) Prior conditional uses are conforming. Any use existing as of the effective date of this chapter amendment which is classified in this chapter as a conditional use in its respective zoning district shall be considered a conforming conditional use. Any proposed change to its existing operation shall be subject to the procedures and provisions of the conditional use section of this chapter as if it was being established anew.

(4) Accessory uses.

- (a) Those uses which are customary in connection with the permitted and conditional uses and are incidental to those uses.
- (b) Essential services.

C. Yard area and height.

[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]

- (1) Height. Any building erected or structurally altered shall not exceed 35 feet in height.
- (2) Residences. Dwellings shall meet the setback and yard requirements of the R-3 District and, also, the provisions of § 10-1-20I.
- (3) Lot size. Each lot shall have a minimum area of 6,000 square feet and a minimum width of 60 feet.
- (4) Setbacks: 25 feet.
- (5) Minimum side yard: 10 feet.
- (6) Street side yard: 25 feet.
- (7) Rear yards: 20 feet.
- (8) Vision clearance. Same as B-1 Business District.
- (9) Off-street parking and loading facilities. Off-street parking and loading facilities shall be provided in accordance with § 10-1-13.