



CITY COUNCIL MEETING

Monday, January 06, 2025 at 6:00 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

AGENDA

NOTICE: Arrangements for Addressing the City Council by Telephone, During Public Hearings or Input from the Public can be made by Contacting the City Manager's Office at 920-793-5532 or City Clerk's Office at 920-793-5526 by 4:00 p.m. on the day of the meeting

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Mark Bittner, Doug Brandt, Shannon Derby, Bill LeClair, Darla LeClair, Tim Petri, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski

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

5. PUBLIC HEARING

- 25-001** A. Public Hearing on Proposed Site and Architectural Plans for Proposed Planned Unit Development at 3000 Forest Avenue (Proposed 52-Unit Apartment Development)

Recommended Action:

Motion to approve the Site and Architectural Plans as recommended by the Plan Commission

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

B. Status Update/Reports

1. Staffing Updates
2. April 2025 Council Election Candidates
3. Absentee Ballot Requests for 2025 Calendar Year
4. Reminder on Ordinance Requirements for Clearing Snow and Ice from Sidewalks
5. Winter Parking Ban
6. Christmas Tree Pick-up
7. Lead Water Service Lateral Replacement, 2024-25 Contract
8. Sandy Bay Highlands Subdivision Phase 3

9. Community and Economic Development Update
10. Thank You to Everyone Involved in Decorating Downtown for Christmas
11. Upcoming Events
 - a. Two Rivers Environmental Advisory Board presents, "Great Lakes Fishes: Conservation, Management, and Recipes!" January 9, 2025, 6:00 PM at Lester Public Library
 - b. Woodland Dunes presents, "Wild Wanderers: Animal Homes," January 11, 2025, 9:00 AM - 10:30 AM
 - c. Friends of the Two Rivers Senior Center presents, "Cork and Canvas," January 16, 2025, 6:00 PM at the Community House
12. Changes to Agenda and Archived Council Meeting Videos

C. Legislative/Intergovernmental Update

1. AWWA Filing for Court Review of EPA's Recently Announced Lead and Copper Rule Improvements (LCRI)
2. ARPA Funding Agreements With Manitowoc County
3. Other

4. CONSENT AGENDA

- 25-002** A. Presentation of Minutes
1. City Council Regular Meeting, December 16, 2024
 2. City Council Special Meeting, December 23, 2024

Recommended Action:
Motion to waive reading and adopt the minutes

- 25-003** B. Minutes of Meetings
1. Business and Industrial Development Committee & Community Development Authority, December 27, 2024

Recommended Action:
Motion to receive and file

- 25-004** C. Applications and Petitions
1. Application for Temporary "Class B" Wine License for Friends of the Two Rivers Senior Center for Cork and Canvas event, January 16, 2025, 5:30 PM to 8:30 PM at the Two Rivers Senior Center
 2. Application for Temporary Class "B" Beer License for Knights of Columbus Council 1957 for Annual Knights of Columbus Cornhole Tournament event, February 1, 2025, 7:30 AM to 5:00 PM at the J.E. Hamilton Community House

Recommended Action:
Motion to approve the application and authorize issuance of the license

- 25-005** D. Summary of Verified Bills for the Month December 2024 for \$622,317.00

Recommended Action:
Motion to receive and file

RECOMMENDED ACTION FOR CONSENT AGENDA
Motion to approve the Consent Agenda with the various actions recommended

5. CITY COUNCIL - FORMAL ITEMS

- 25-006** A. Amendment to Agreement for Sale of Real Estate With Wine Not, LLC, Pertaining to the Property at 2023 Washington Street

Recommended Action:

Motion to authorize the City Manager and City Clerk to sign the amendment on behalf of the City

- 25-007** B. Resolution Authorizing a Refund of Room Taxes for Multiple Short-Term Rental Properties, Based on Duplicate Payments Made (Tabled from December 23, 2024 Special Meeting)

Recommended Action:

Motion to refer this matter to the Personnel and Finance Committee, for its review and recommendation back to the City Council (Referral Requested by Committee Chair)

- 25-008** C. Staff Report and Discussion Regarding Status of City Funding Applications for 2025 Water and Sanitary Sewer Projects

Recommended Action:

No action; discussion only

6. FOR INFORMATION ONLY

- A. Personnel and Finance Committee Meeting, Thursday, January 9, 2025 at 6:00 PM
- B. City Council Regular Meeting, Monday, January 20, 2025 at 6:00 PM
- C. City Council Work Session, Monday, January 27, 2025 at 6:00 PM

7. 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

8. RECONVENE IN OPEN SESSION

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

9. ADJOURNMENT

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

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Two Rivers will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City Clerk's office at 920-793-5526 or email clerk@two-rivers.org at least 48 hours prior to the scheduled meeting or event to request an accommodation. For additional assistance, individuals with hearing or speech disabilities can call 711 and be connected to a telephone relay system.

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 other 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.



MINUTES

1. **CALL TO ORDER**

Greg Buckley called the meeting to order at 5:30 PM.

2. **ROLL CALL**

Present (Plan Commission): Greg Buckley, Rick Inman, Kay Koach, Kristin Lee, Matt Heckenlaible, and Adam Wachowski.

Present (City Council): Mark Bittner, Bill LeClair, Darla LeClair, Tim Petri, Bonnie Shimulunas, Scott Stechmesser, and Adam Wachowski.

Excused: Doug Brandt and Shannon Derby.

Also Present: Joe Bronoski, Basudev Adhikari, Aryan Karki, Tracey Koach and Recording Secretary Adam Taylor.

3. **ACTION ITEMS**

A. Request for a Conditional Use Permit for assisted living, congregate housing, and a residential care facility for the elderly located at 2500 Garfield Street, in the IPF Institutional/Public Facilities District, submitted by NHS 1 Hamilton Drive LLC (applicant and owner).

A new owner has taken ownership of the Northland Lodge Facility property; therefore, a new conditional use permit is required.

A motion was made to recommend the Conditional Use Permit to the City Council.

Motion made by Wachowski, seconded by Koach.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

B. Review of Site and Architectural Plan for the construction of a Planned Unit Development (PUD) for a residential development at 3000 Forest Avenue, submitted by Quasius Construction, Inc.

The proposed project includes two multi-family apartment buildings with attached garages. Each building is three stories consisting of (8) one-bedroom units and (18) two-bedroom units. There are fifteen (15) single-stall garages and one parking stall in front of the designated garage in each building. Additional parking spaces are provided in the parking lot.

Updated plans were submitted following the discussion at the November Plan Commission meeting. Most notably there were changes to the site plan and landscaping plan. The site will include landscape features in the space between the parking lot and the right of way. There will also be a meandering sidewalk that will be both in the public right-of-way and on private property. The plans contained updated curbing to better delineate the driving and parking areas.

A motion was made to recommend approval of the plan to City Council with the following conditions:

--Written concurrence from the owner and tenant of the adjacent Dollar General Store at 3022 Mishicot Road that the Site Plan as Approved by the Plan Commission is acceptable to each of those parties.

--Provision of permanent easements, in a form acceptable to the City, to allow for the placement of public sidewalks as shown on the Site Plan, to the extent that such sidewalks, to be installed and maintained at the expense of the Developer, are located on private property.

Motion made by Wachowski, seconded by Heckenlaible.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

4. ADJOURNMENT

Motion to adjourn at 5:58 PM.

Plan Commission:

Motion made by Koach, seconded by Inman.

Motion approved by voice vote, with all members voting in favor.

City Council:

Motion made by D. LeClair, seconded by B. LeClair.

Motion approved by voice vote, with all members voting in favor.

Respectfully submitted, Adam Taylor, Recording Secretary



TWO RIVERS
WISCONSIN

LAND DEVELOPMENT APPLICATION

APPLICANT Quasius Construction, Inc. TELEPHONE (920) 457-5585

MAILING ADDRESS 1202A North 8th Street, PO Box 727 Sheboygan WI 53081
(Street) (City) (State) (Zip)

PROPERTY OWNER 2 Rivers Real Estate Development LLC TELEPHONE (920) 457-8950

MAILING ADDRESS 916 Mulberry Lane Kohler WI 53044
(Street) (City) (State) (Zip)

REQUEST FOR:

- Comprehensive Plan Amendment
- Site/Architectural Plan Approval
- Subdivision Plat or CSM Review
- Zoning District Change
- Conditional Use
- Annexation Request
- Variance/Board of Appeals
- Other

STATUS OF APPLICANT: Owner Agent Buyer Other

PROJECT LOCATION 3000 Forest Ave TYPE OF STRUCTURE Multifamily

PRESENT ZONING P.U.D. REQUESTED ZONING _____

PROPOSED LAND USE Multifamily

PARCEL # 05323510406106 ACREAGE 4.426

LEGAL DESCRIPTION LOT 2 CSM V34 P29

NOTE: Attach a one-page written description of your proposal or request.

The undersigned certifies that he/she has familiarized himself/herself with the state and local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct.

Signed [Signature] Date 11/25/24
(Property Owner) Agent
OF OWNER - QUASIUS CONSTRUCTION

<u>Fee Required</u>	<u>Schedule</u>
\$ 350 Comprehensive Plan Amendment	Application Submittal Date _____
\$ 1/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)	Date Fee(s) Paid _____
\$ 1/b/d CSM Review (\$10 lot/\$30 min)	Plan(s) Submittal Date _____
Subdivision Plat (fee to be determined)	Plan Comm Appearance _____
\$ 350 Zoning District Change	
\$ 350 Conditional Use	
\$ 1/b/d Annexation Request (State Processing Fees Apply)	
\$ 350 Variance/Board of Appeals	
\$ 1/b/d Other	

\$ _____ TOTAL FEE PAID APPLICATION, PLANS & FEE RECEIVED BY _____



SITE NARRATIVE – Architectural Review and Conditional Use Application

November 25, 2024

PROJECT NAME AND ADDRESS:

Kasturi Apartments, 3000 Forest Ave., Two Rivers, WI 54241

ESTIMATED PROJECT COST: \$8.4M

PARCEL INFORMATION/SITE DATA/LEGAL DESCRIPTION:

- The parcel is defined as tax parcel 05323510406106
- It is defined as: LOT 2 CSM V34 P29
- The entire lot area 4.429 acres

ZONING CLASSIFICATION/ZONING REQUIREMENTS:

PUD

EXISTING SITE CONDITIONS/LAND USE:

The site is currently vacant land. The existing building from the previous business will be demolished.

PROPOSED LAND USE/LOT COVERAGE SITE DATA

- Property Size: 4.429 Acres
- New Building ground level Footprint: (reference plans included with submittal)
- New Buildings to be (2) 3-story, 26 unit multifamily buildings

SITE SELECTION

- This location and project align well with the City of Two Rivers need for housing development.

LANDSCAPE REQUIREMENTS

- Landscaping plan will meet the City's Landscaping requirements.

PERFORMANCE STANDARDS/POTENTIAL NUISANCES:

- All performance standards will comply with the City of Two Rivers Ordinances.

OUTDOOR STORAGE:

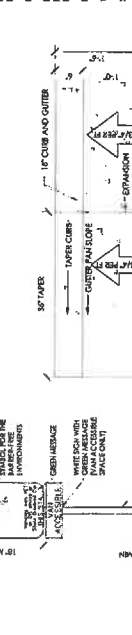
- No outside storage will be allowed.
- Reference the site plan for dumpster location for garbage management. The dumpster enclosure materials will compliment the exterior of the apartment buildings.

SITE LIGHTING:

- All exterior lighting will be wall packs on the exterior walls of the apartments to illuminate the garage/entry areas for safety and security. Coach lighting at the exterior decks. Please reference the photometric plan submitted for lighting locations and lighting level information.
- No lighting will leave the property./

ARCHITECTURE:

- Apartment Buildings are proposed to have multi-color vinyl horizontal siding. White vinyl windows and trim. White aluminum eaves and soffits. White overhead and entry doors. See architectural elevations and renderings for details. Roofing will be Asphalt shingles.
- Any mechanical equipment will be ground set on the back side of the building.



SITE DATA

- LOTS - 112,293 SQUARE FEET (4.67 AC)
 - EXISTING PAVED PARKING LOT (TO BE REMOVED)
 - EXISTING ASBESTOS FOOTPRINT (TO BE REMOVED)
 - EXISTING CONCRETE DRIVE (TO BE REMOVED)
 - PRE-DEVELOPED IMPERVIOUS AREA
 - PROPOSED BUILDING #1 FLOOR AREA (WITH OVERHANG)
 - PROPOSED BUILDING #2 FLOOR AREA (WITH OVERHANG)
 - PROPOSED PARKING AREA
 - PROPOSED DRIVEWAY AREA
 - POST DEVELOPED IMPERVIOUS AREA
 - TOTAL LAND DISTURBANCE
 - 30.38 PROPOSED LOT COVERAGE
- PARCEL COORDINATES (SEE PLANNING DEPARTMENT)
- PERMITS REQUIRED: 1. ZONING PERMIT
2. BUILDING PERMIT
3. SIGNAGE PERMIT
4. STREET USE PERMIT
5. PUBLIC WORKS PERMIT
6. UTILITIES PERMIT
7. TREE REMOVAL PERMIT
8. TREE REPLACEMENT PERMIT
9. EROSION CONTROL PERMIT
10. LANDSCAPE PERMIT
11. FLOOD DAMAGE PREVENTION PERMIT
12. HISTORIC PRESERVATION PERMIT
13. ENVIRONMENTAL PERMIT
14. AIR QUALITY PERMIT
15. SOIL CONSERVATION PERMIT
16. WETLANDS PERMIT
17. CULTURAL RESOURCES PERMIT
18. PUBLIC UTILITIES PERMIT
19. TRANSPORTATION PERMIT
20. OTHER PERMITS AS REQUIRED



3-STORY BUILDING #1
(24) TOTAL UNITS
FIRST FLOOR EL. = (460.50)
SURVEY DATUM

3-STORY BUILDING #2
(24) TOTAL UNITS
FIRST FLOOR EL. = (460.50)
SURVEY DATUM

300th Street
Forest Avenue (15th-14th)
Tannery Road

PROPERTY LINE

1" = 40'

Handicap Signage
12' MIN
18' MIN
5'0" MIN

Isometric View of Curb & Gutter
1" CURB AND GUTTER
TAPER CURB
GUTTER SLOPE
EXPANSION JOINT

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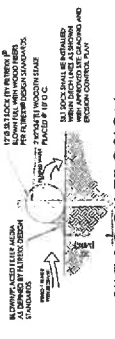
DATE	
NO. REVISIONS	



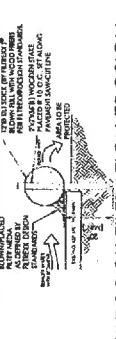
Issue Dates
 Revision: _____ Date: _____
 11.15.2024 11/25/24
 12.15.2024 12/15/24
 01.15.2025 01/15/25
 02.15.2025 02/15/25
 03.15.2025 03/15/25

MULTI-FAMILY RESIDENTIAL DEVELOPMENT
3000 FOREST AVENUE
CITY OF TWO RIVERS, WISCONSIN

DRAWN BY	
CHECKED BY	
DATE	10/22/2024
PROJECT NO.	2023-15
SHEET NO.	C4



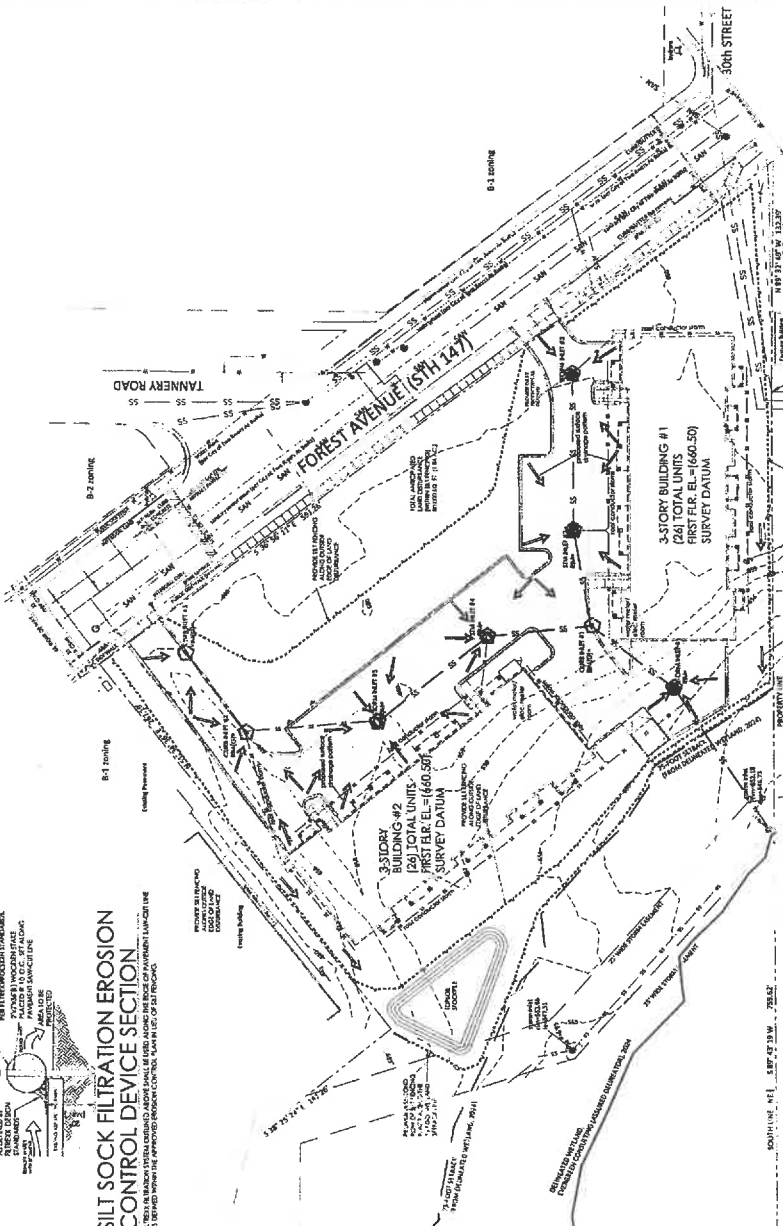
SILT SOCK EROSION CONTROL DEVICE SECTION



SILT SOCK FILTRATION EROSION CONTROL DEVICE SECTION

SITE DEVELOPMENT AND EROSION CONTROL NOTES:
 1. PROVIDE SUFFICIENT COVERAGE OF THE ENTIRE CONSTRUCTION SITE WITH EROSION CONTROL MEASURES. THE SITE SHOULD BE PROTECTED FROM EROSION THROUGHOUT THE CONSTRUCTION PERIOD.
 2. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY EXCAVATION OR GRADING WORK.
 3. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE PROJECT.
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SILT FENCE SECTION & DETAIL
 1. SILT FENCE SHALL BE INSTALLED AT ALL EXCAVATION SITES AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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SITE GRADING AND EROSION CONTROL PLAN
 P-307

CALL DIGGERS' HOTLINE
 1-800-242-8511



FOR MORE INFORMATION OR TO OBTAIN A COPY OF THIS PLAN, PLEASE CONTACT THE PROJECT MANAGER AT THE ADDRESS LISTED BELOW.

SYMBOL	MARK	CITY	BOTANICAL NAME	COMMON NAME	PLANTED SIZE
AV1	1A		POCA GLAUCA	WIRE SPICE	7" DIA.
AV2	8		TRILLIA PICALA	GREEN CHART ARBORESCENS	7" DIA.
FC	3		MALUS HYBRID 'POMMELE'	POMMELE BLOSSERING CRABAPPLE	7" DIA.
FC	4		POPULUS CANNADENSIS	HYBRID POPLAR	7" DIA.
AJ	1		AMPHIBOLUS THALICTRI	ANDROSPOON	10" PL.
BD	4		CORNUS ERUGA	WAX DOGWOOD	30" SP.
CA	7		ACULAS THALICTRI	COMMON REDBUD	POTTED
BS	9		ANDROSPOON GRACIOSA	BIG BLUE HYDRANGEA	POTTED
SW	9		PANICUM VIRGATUM	SWITCHGRASS	POTTED
GR	9		SOLIDAGO VIRGINICA	FIELD GOLDEN ROD	POTTED

SEED SOURCES:
 SEROTED TURF FOR LAYERS: AGARD & SONS, 1100 N. W. 12th St., Pompano Beach, FL 33062-1001
 PLANTING MATERIALS: THE PLANTING CENTER, 1100 N. W. 12th St., Pompano Beach, FL 33062-1001
 MULCH: THE PLANTING CENTER, 1100 N. W. 12th St., Pompano Beach, FL 33062-1001
 FERTILIZER: THE PLANTING CENTER, 1100 N. W. 12th St., Pompano Beach, FL 33062-1001
 15% Release Retarded Fertilizer: 15% 15-15-15 Fertilizer

LANDSCAPE NOTES

- The Contractor shall verify location of all underground utilities and coordinate with owner prior to commencing construction.
- All utilities shall be indicated on the landscape plan.
- Verify all utility lines and existing conditions prior to construction.
- All trees shall be in accordance with all applicable local codes and ordinances.
- All trees shall be planted on the construction site as indicated on the landscape plan.
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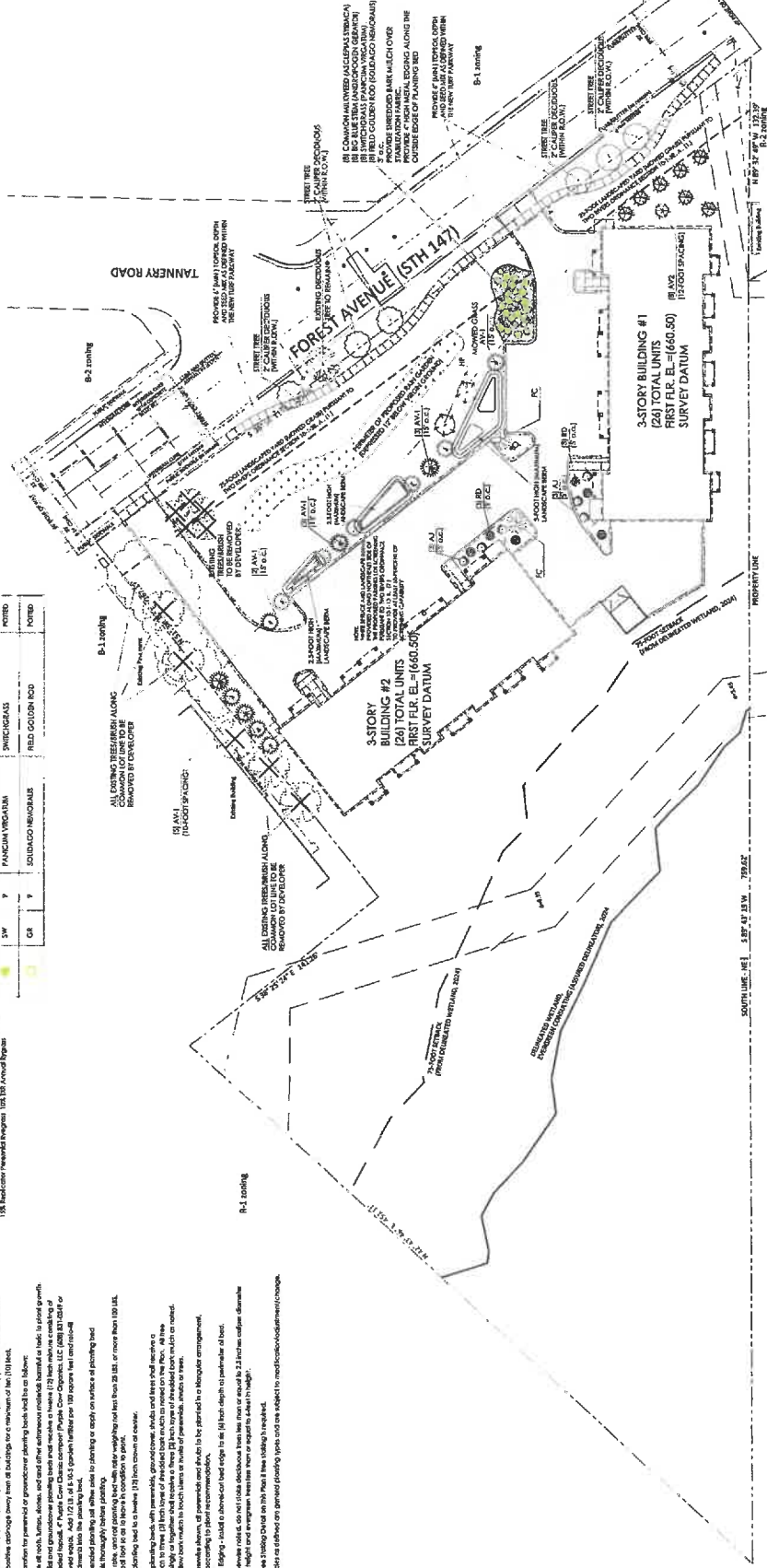
QUASIUS
 CONSTRUCTION CO. | SHEBOYGAN, WI

NO. REVISIONS

Issue	Date
11/17/24	11/17/24
11/17/24	11/17/24
11/17/24	11/17/24
11/17/24	11/17/24
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CITY OF TWO RIVERS, WISCONSIN
MULTI-FAMILY RESIDENTIAL DEVELOPMENT
3000 FOREST AVENUE
 SHEET TITLE
 DRAWN BY
 CHECKED BY

DATE: 10/22/2024
 PROJECT NO.: 2023-16
 SHEET NO.: C5



SITE LANDSCAPE PLAN

1"=40'

CALL DIGGERS' HOTLINE
 1-800-242-8511



CALL TO OBTAIN LOCATION OF UNDISCOVERED UTILITY LINES BEFORE YOU DIG.
 UNDISCOVERED UTILITY LINES ARE NOT SHOWN ON THIS PLAN.
 ANY DAMAGE TO UTILITY LINES IS THE USER'S RESPONSIBILITY.

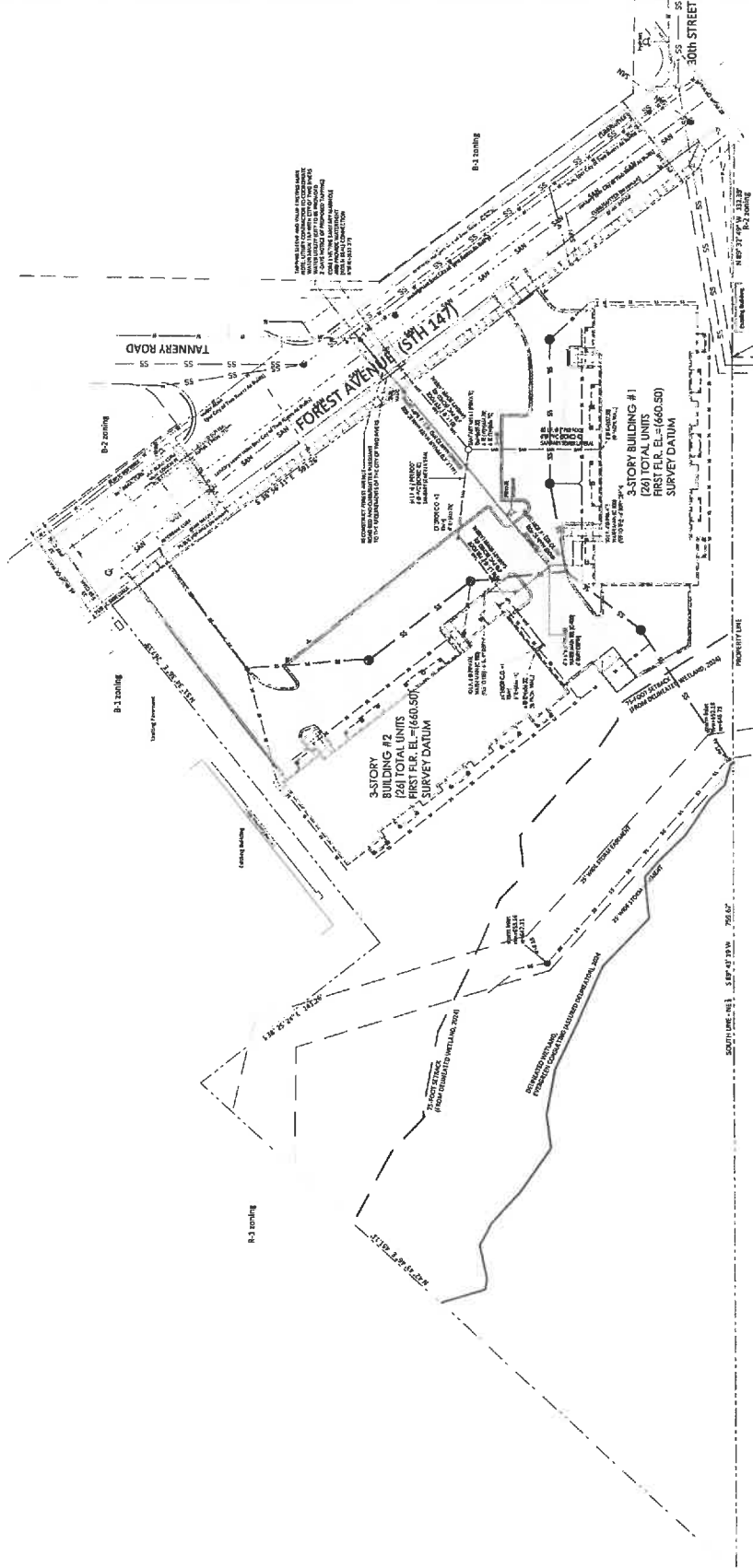
NO. REVISIONS
DATE



Issue Dates
 11/15/24
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 11/20/24
 CITY OF TWO RIVERS
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MULTI-FAMILY RESIDENTIAL DEVELOPMENT
3000 FOREST AVENUE
 CITY OF TWO RIVERS, WISCONSIN

SHEET TITLE
DATE
CHECKED BY
PROJECT NO.
SHEET NO.
C6



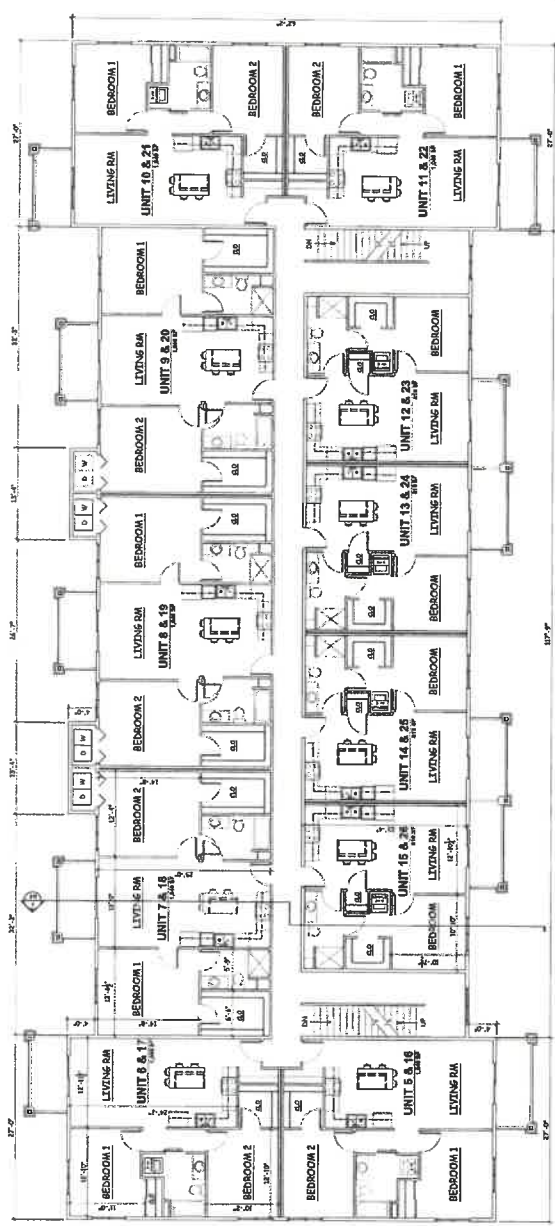
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 1/20/27

CALL DIGGERS' HOTLINE
 1-800-242-8511

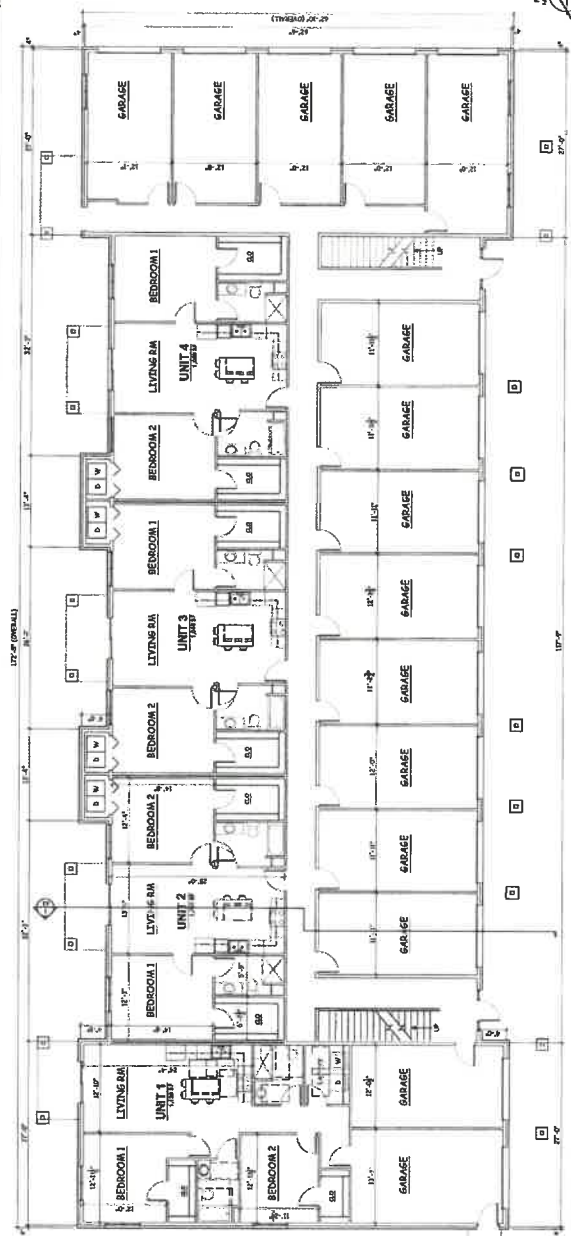


THE INFORMATION ON THIS PLAN IS FOR INFORMATION ONLY. VERIFY ALL UTILITIES AND EASEMENTS PRIOR TO ANY CONSTRUCTION. CONTACT THE CITY OF TWO RIVERS FOR MORE INFORMATION.

"PRELIMINARY DESIGN ONLY - NOT FOR CONSTRUCTION"



SECOND & THIRD FLOOR PLANS

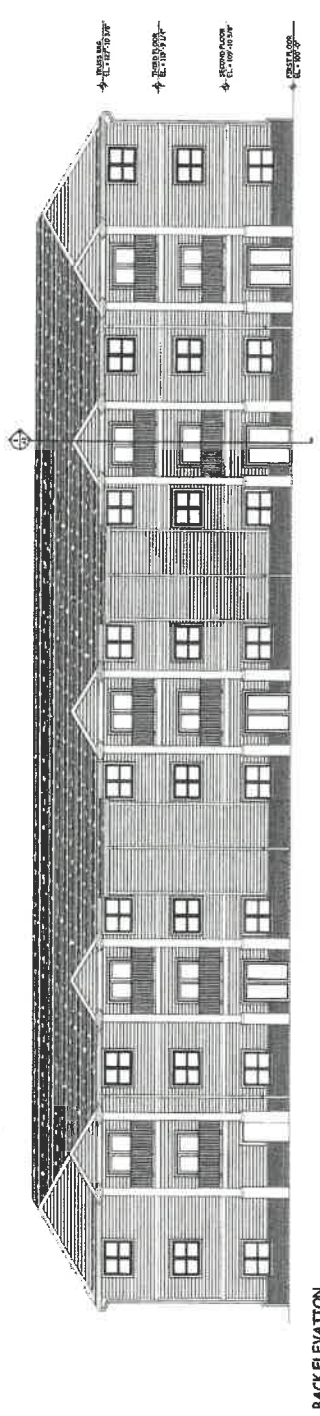


FIRST FLOOR PLAN

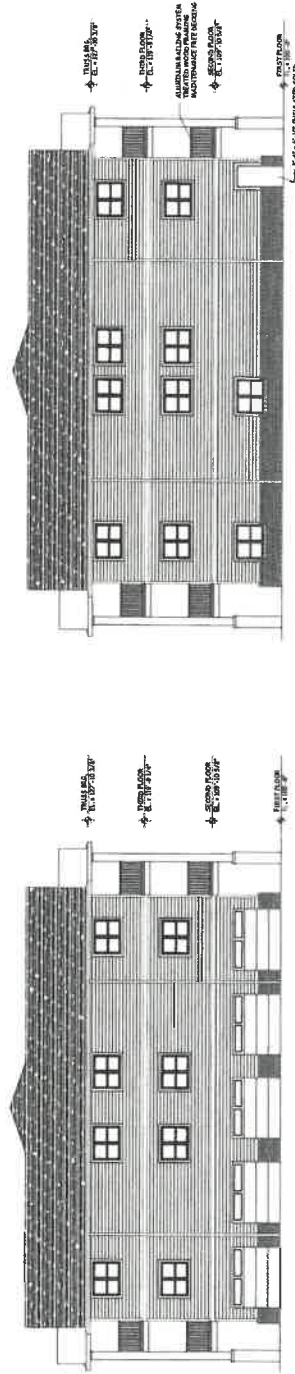
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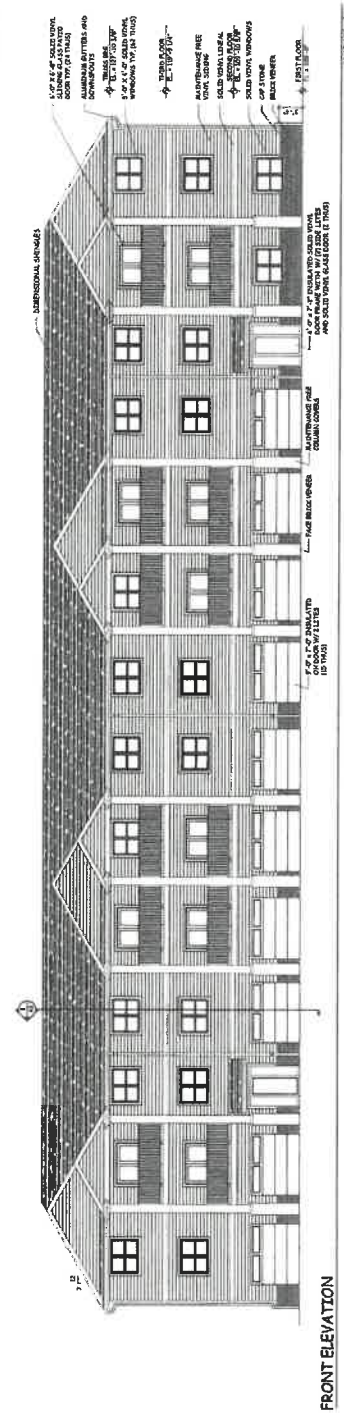
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BACK ELEVATION



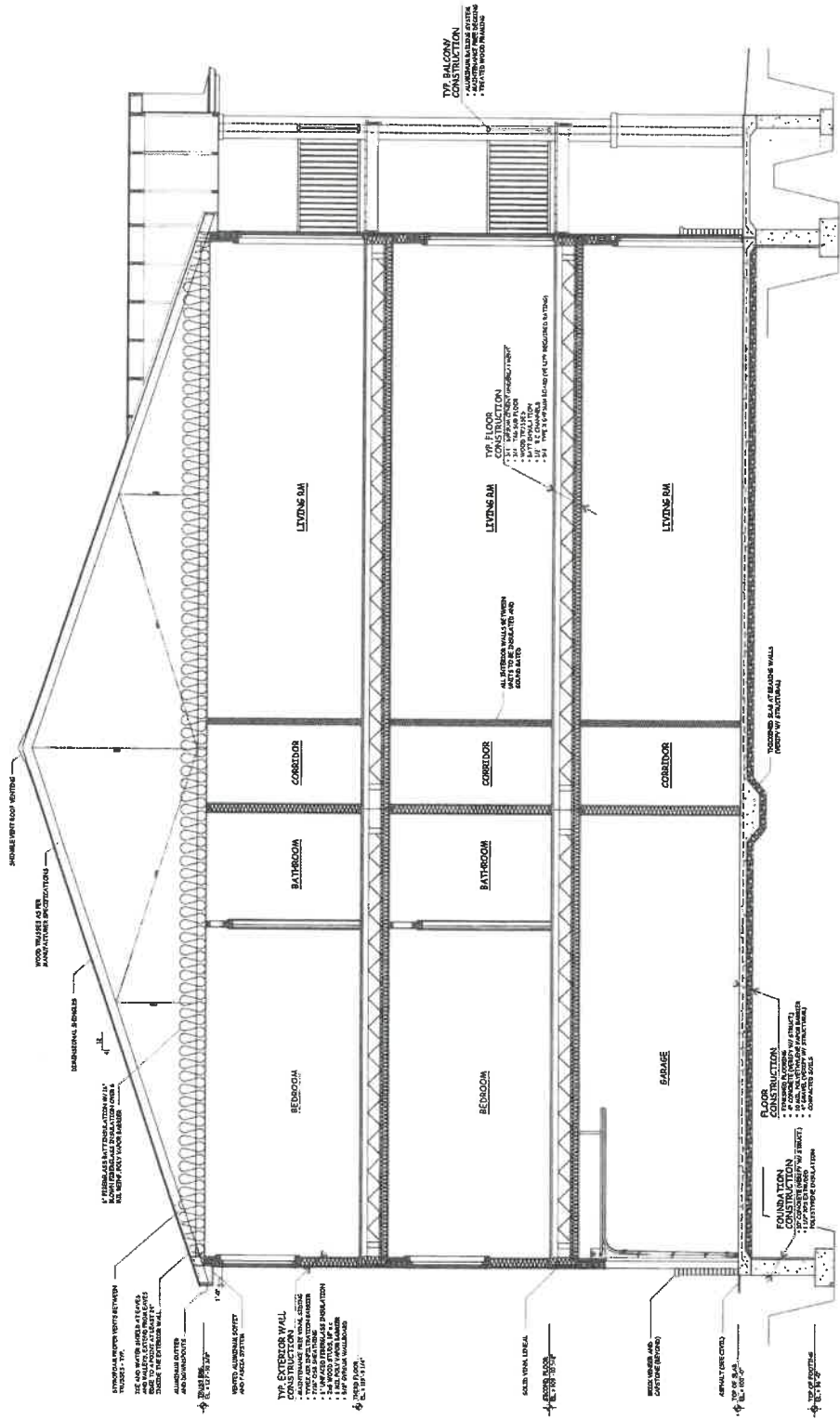
SIDE ELEVATION



FRONT ELEVATION

Client Name

Mark B. Tuckman



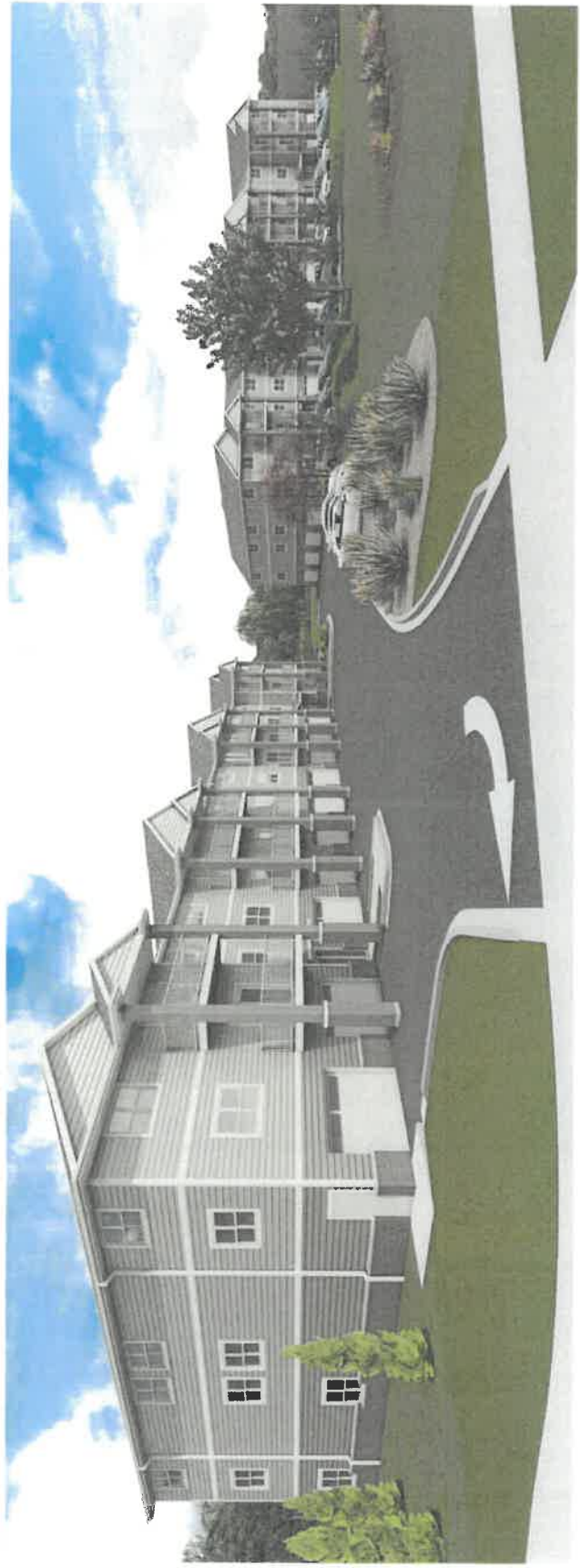
1. PRELIMINARY BUILDING SECTION
A3

Project Number: 2024XX
Date: 05 DECEMBER, 2024
Drawn By: AMM
Checked By: GS

TWO RIVERS APARTMENTS

Client Name

Home & Gardens



"PRELIMINARY DESIGN ONLY - NOT FOR CONSTRUCTION"

A5

"PRELIMINARY DESIGN ONLY - NOT FOR CONSTRUCTION"

Project number:
Date:
Drawing:
Checked by:

2024JC
06 DECEMBER, 2024
ANM
GJ

TWO RIVERS APARTMENTS

Client Name

CONCEPT RENDERINGS

Made & Revised



AWWA statement on LCRI petition

December 13, 2024

AWWA Articles > AWWA statement on LCRI petition

The American Water Works Association (AWWA) on Dec. 13, 2024, filed a Petition for Review of the Lead and Copper Rule Improvements (LCRI) in the U.S. Court of Appeals for the District of Columbia Circuit. AWWA CEO David LaFrance released the following statement today.

"The American Water Works Association shares the U.S. Environmental Protection Agency's (EPA) goal of replacing lead service lines nationwide – in their entirety – as quickly as possible. In fact, AWWA intervened in court in 2021 to support the previous Lead and Copper Rule Revisions (LCRR), which required the development and implementation of complete lead service line replacement strategies.

"We are proud of and encouraged by the tremendous progress water utilities are making to identify lead service lines, share that information with households, and overcome the legal and financial barriers to replacement.

"However, the implementation of the LCRI, in its current form, is not feasible. Among AWWA's concerns are:

- AWWA is deeply concerned about the LCRI's approach to lead service lines on private property. The rule requires water systems to replace lead service lines (and galvanized lines requiring replacement under the rule) when the water system controls those lines. The LCRI presumes that a water system "controls" a lead service line when it has "access" to that line. Under the Safe Drinking Water Act, access does not equal control. By attempting to define access and control as one and the same, the LCRI effectively expands the definition of a public water system to include private property and makes water utilities responsible for issues on private property they cannot necessarily address. This interpretation sets a precedent that deserves careful examination.
- The LCRI poses significant affordability challenges, particularly for households that struggle to pay for essential needs. A study sponsored by AWWA shows the cost of replacing lead service lines nationwide could top \$100 billion, and most of these costs will fall to consumers through higher water bills. The LCRI comes on the heels of a recently finalized PFAS rule that will also cost billions of dollars annually. Additional assistance for consumers, particularly those with lower incomes, will be necessary to maintain water affordability.
- The LCRI's requirement to replace all lead service lines (and galvanized lines requiring replacement) by 2037 is not feasible. Many communities will face significant financial, logistical and personnel challenges. The timeframe for replacement must recognize local circumstances and encourage shared responsibility among utilities, government, consumers and other stakeholders.

"Additional observations and concerns are outlined in AWWA's [February 2024 comments](#) on the proposed LCRI. The petition and additional background are available at awwa.org/lead.

"We look forward to working with EPA. We look forward to working in good faith alongside EPA, water systems, environmental advocates, and many other partners to develop a lead rule that protects every community and is feasible and affordable to implement."

###

Established in 1881, the American Water Works Association is the largest nonprofit, scientific and educational association dedicated to managing and treating water, the world's most vital resource. With approximately 50,000 members, AWWA provides solutions to improve public health, protect the environment, strengthen the economy and enhance our quality of life.



Advertisement



MINUTES

1. CALL TO ORDER

Council President Stechmesser called the meeting to order at 6:00 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Mark Bittner, Shannon Derby, Bill LeClair, Darla LeClair, Tim Petri, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski, Doug Brandt

ALSO PRESENT: Jeff Dawson, Library Director; Mike Mathis, Parks and Recreation Director; Matt Heckenlaible, Public Works Director; Kassie Paider, Finance Director; Dave Murack, Fire Chief; Dave Dassey, IT Assistant; Brian Dellemann, Electric Utility Director; Ben Meinnert, Police Chief; Sean Griffin, 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

None.

6. SWEARING IN AND BADGE PINNING CEREMONY FOR NEW FULL-TIME POLICE OFFICERS

- A. Alek Henseler
- B. Daniel Stonebraker
- C. Brennon Daley

Police Chief Meinnert introduced the new officers to the Council, City Clerk Baryenbruch administered the oath of office to each of the officers.

7. INPUT FROM THE PUBLIC

Andre Robitalle (2313 Jefferson Street) – Provided positive comments about the Neshotah Park playground additions, thanked the Council for listening sessions, and questioned the rationale of the delay in property revaluations prior to the 2024 revaluation..

Erin Gonnerman (3718 Riverview Dr) – Expressed her support of the Van der Brohe Arboretum, stating that an anonymous letter was sent to the arboretum and has circulated in the community and the allegations in the letter are not all true. A petition went around about the arboretum and many people are in support of it and believe it is a great asset to the city.

Charlette Mahnke (1626 Mahogany Run) – Expressed her support of the Van der Brohe Arboretum, stating a letter was sent to Mr. Buckley with false statements and the person that drafted the letter tried to act as a resident of Mahogany Run which is not true. The residents of Mahogany Run are in favor of the arboretum and believe it is a good addition to the city.

Jeff Dahlke (3727 Adam St) – Questioned why the City was out of compliance on property assessments for many years and who is responsible for being out of compliance. Mr. Buckley responded that a revaluation is required only when the City’s assessments are shown to be, on average, more than 10 percent out of line with actual sale prices for five years, based on WI Dept. of Revenue sales studies. As recently as 2019, Two Rivers residential assessment ratio per WI DOR was 101.6%; it only has exceeded 110 percent since 2021.

Mr. Dahlke also stated that he is requesting for a referendum on the April 2025 ballot regarding form of government in the City. He also commented on the funding for the apartment complexes stating in other communities it was a pay go TIF grant not up-front TIF money and he is against the change in business hours at City Hall.

Gordon Miller (3920 Memorial Drive) – Questioned how to have an assessor review the assessment on his property. Mr. Buckley stated that contact information for the City’s assessing firm could be obtained from City staff; he encouraged Mr. Miller to speak with the Finance Director, Ms. Paider, before leaving the meeting.

8. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember Wachowski stated that he received a concern from a citizen regarding Anhalt Nature Preserve; questions about property assessments; a concern about the Uni-mart property; and a letter regarding the Arboretum.

Councilmember Bitter reported that he received a letter regarding the Arboretum that included details about the Arboretum, action that took place on November 4, status of a petition in support of the arboretum.

Councilmember Derby stated that she received a question regarding downtown business loans and rates.

Councilmember Shimulunas reported that she received a question about an issue with the Sandy Bay Subdivision website; the same letter regarding the Arboretum and asked the Council to host a special meeting to speak with the members of the Arboretum.

Council President Stechmesser stated that he received a concern from a resident regarding the increases in taxes.

9. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember Wachowski reported on the Plan Commission, stating that the December meeting was a joint meeting with the City Council to review the architectural plans for a planned unit development located at 3000 Forest Avenue. He also reported on the Advisory Recreation Board, stating the board is working on the Food Truck fee and set up location at Neshotah Beach. He added that there has been great participation in youth programs, Neshotah Park will be receiving additional play equipment due to a grant from the West Foundation and funding from the Room Tax Commission.

Councilmember D. LeClair reported on Main Street, stating voting is currently open for the downtown business Christmas decorations, the theme for 2024 was Christmas Movies. Residents can go online to vote in two different categories.

Councilmember Derby reported on the Library Board, stating programming has been going great and the programs about shipwrecks have been popular.

10. CITY MANAGER'S REPORT

A. Invited Guests

Recognition of the service and dedication provided by Paid On Call Employees of the Two Rivers Fire Department Upon Termination of the Paid on Call Program

- a. Firefighter Lenny Lewis
- b. Firefighter Jason Wiesner

Fire Chief Murack provided history on the Paid On Call Firefighter Program and how the program evolved over the years ultimately ending the program in 2024. Plaques were presented to both employees.

B. Status Update/Reports

1. Staffing Updates

Mr. Buckley reported on the ongoing recruitments: Police Clerk/Evidence Custodian – Scheduling interviews; City Manager – search consultant approved by City Council on November 18, will begin engagement with Recruitment and selection committee in January 2025 with goal of filling position by July 2025; City Planner/Community Development Director – Accepting Applications

2. Two Rivers Utilities Annual Community Food Drive

Mr. Buckley reported TREP informed the Two Rivers Utilities that its food drive had 1001 items donated, with a total weight of 975 pounds of food donated. Thank you to Magee and Koenig Schools for teaming up with TRU. Students were asked to bring one non-perishable food item. Students who donated were entered to win an electric scooter or Amazon gift card. Local residents who donated 3 non-perishable items could select a string of Christmas lights, a flood bulb, or light bulb. They also entered to win a TV, a dehumidifier, or a toolset.

3. Thanksgiving at Two Rivers Senior Center

Mr. Buckley reported 100 people were served and 108 volunteer hours made this event possible. They collected \$2,400 in donations and in-kind giving.

4. Two Rivers Police Department "Operation Elijah" Toy Drive

Mr. Buckley reported that the "Elijah Vue Facebook Group" organized a toy drive to benefit local children in need, in honor of Elijah Vue.. Unwrapped toys and monetary donations were collected at the Two Rivers Police Department. The amount of support and donations was truly amazing. Thank you to all who donated.

5. Cool City Christmas 2024

Mr. Buckley reported Cool City Christmas 2024 was held over the weekend and was a successful event. It has been announced that this will be an annual event.

6. Reminder on Ordinance Requirements for Clearing Snow and Ice from Sidewalks

Mr. Buckley reported that snow and ice must be removed from any public sidewalk within 24 hours from the time when the snow ceases to fall. Also, blowing or depositing snow or ice in the street is against the law. Offenders are subject to fines in accordance with the Two Rivers Municipal Code 4-1-12. The Police Department or the City Engineer may enforce this section.

7. Reminder of Closures for the Christmas and New Year's Holidays

- a. City Hall Closed for the Holidays on December 24 & 25, 2024, and January 1, 2025
- b. Community House Closed for the Holidays on December 24 & 25, 2024 and January 1, 2025
- c. Senior Center Closed for the Holidays on December 24 & 25, 2024 and January 1, 2025
- d. Lester Public Library Closed for the Holidays on December 24, 25, 31, 2024, and January 1, 2025

8. Winter Parking Ban Status

Mr. Buckley reported the Winter Parking Ban took effect December 1 but the Police Department in consultation with the City Manager's Office, continues to evaluate weather conditions and will suspend enforcement if there are extended periods of snow-free conditions. Watch the Two Rivers City Hall and Two Rivers Police Department Facebook Pages and website for updated information on the parking ban.

9. Lead Water Service Lateral Replacement, 2024-25 Contract

Mr. Buckley reported on the 2024-2025 scattered site LSL contract replacements as of 12-12-2024: 64 – Public Water Services Replaced; 42 – Public Sewer Laterals Replaced; 9 – Private Water Services Replaced; 7 – Private Sewer Lateral Replaced; two services were replaced on Madison Street due to service leaks, under contract. Contracts with Manitowoc County, for shared ARPA funding assistance on the 2024 Roosevelt Avenue project and 2024-2025 Scattered Site LSL replacement, are on tonight's agenda

10. Sandy Bay Highlands Subdivision Phase 3

Mr. Buckley reported Orchard Lane (Lake Breeze Way to Rawley Court) along with all of Rawley Court is graveled. Those roads are "available for public access" but a reminder that the area is still an active construction site. The contractor has completed all of the sanitary sewer on Orchard Lane and started up Sandy Ridge Drive.

11. Grants Awarded to Two Rivers Parks and Recreation for Capital Projects and Urban Forestry

- a. A \$100,000 Grant from The West Foundation and a \$20,000 Contribution from the Room Tax Commission to go to Neshotah Park Investment

Mr. Buckley reported a climbing boulder and bamboo climber will go next to the zipline at Neshotah Park, thanks to a \$100,000 grant from West Foundation and a \$20,000 contribution from the City's Room Tax Commission. Installation will take place in spring 2025.

- b. WI DNR \$25,000 Grant to Urban Forestry

Mr. Buckley reported this grant will fund planting trees at Koenig Elementary, removal of ash trees at the library, planting trees at the library, outreach and education programs, a forestry track youth apprentice, and continuing efforts to remove and plant street trees.

- c. Packers Foundation \$3,000 Grant to Build Dugouts at Vietnam Veterans Park and Little League Fields.

Mr. Buckley reported this grant will fund to build dugouts at Vietnam Vets Memorial Park and one of the little league fields. We will partner with the Two Rivers High Construction Class and Art Class to plan, design, and build the dugouts.

12. Community and Economic Development Update

Mr. Buckley reported the City Council and Plan Commission met in joint session on December 9 for site and architectural plan review for a 52-unit market rate apartment complex proposed for construction on the former Hansen the Florist site at 3000 Forest Avenue. Public hearing on the site plan for this project is on January 6, 2025 at 6:00 PM. Draft development agreement for possible City TIF grant assistance is being reviewed by the developer. Construction continues on downtown projects at Sauve's Automotive and the Violet Inn.

13. Upcoming Events

- a. Shop with a Cop, December 18, 2024
- b. Lester Public Library Events, December 21, 2024 & January 3, 2025
- c. Two Rivers Parks and Recreation FREE Slow Flow Yoga Class

14. Other

Mr. Buckley reported on the 2024 Tax Bills that were recently sent to property owners. Two Rivers had not conducted a city-wide revaluation since 1999.

State law requires that a revaluation be completed if WI Department of Revenue sales studies show that the total assessed valuation of the municipality varies by more than 10 percent from actual market value for a period of five years or more. Two Rivers' Aggregate Assessment Ratio, as determined by the WI Department of Revenue, was "in compliance" for the years 2018-2020, but went out of compliance in 2021 and moved further out of compliance over the next two years, due to rapidly escalating home values – this trend has true here and across the country.

The City Manager also reported that the City of Two Rivers is the only local taxing unit that is NOT collecting more taxes from city taxpayers in 2024 (for the 2025 Budget) than in 2023. The City Manager and City Council shared this goal for the 2025 Budget, bearing in mind that many taxpayers would see increases in their tax bills due to the 2024 revaluation. The commitment to keeping taxes down is not unique to 2024; it is the City's track record for the past 5 years (and beyond). As shown in the box below, the City portion of the total levy has increased by only 7.78% over the past 5 years, a far lower rate of increase than the levies of other local taxing entities.

C. Legislative/Intergovernmental Update

11. CONSENT AGENDA

A. Presentation of Minutes

City Council Work Session, November 25, 2024
City Council Regular Meeting, December 2, 2024
City Council Special Meeting, December 9, 2024

Recommended Action:

Motion to waive reading and adopt the minutes

B. Minutes of Meetings

1. Library Board, November 12, 2024
2. Public Utilities Committee, December 2, 2024
3. Public Works Committee, December 4, 2024
4. Room Tax Commission, December 6, 2024
5. Plan Commission Joint Meeting with City Council, December 9, 2024
6. Advisory Recreation Board, December 11, 2024

Recommended Action:

Motion to receive and file

C. Department Reports, December 2024

1. Electric
2. Inspections
3. Library
4. Parks & Recreation
5. Public Works
6. Safety
7. Water
8. Tourism

Recommended Action:

Motion to receive and file

- D. Summary of Verified Bills for the Month November 2024 for \$2,394,975.02

Recommended Action:
Motion to receive and file

- E. Recommendation from Plan Commission Meeting of December 9, 2024 to set a public hearing for Site and Architectural Plan Approval for Residential Planned Unit Development at 3000 Forest Avenue

Recommended Action:
Motion to set the public hearing for Monday, January 6, 2025 at 6:00PM

RECOMMENDED ACTION FOR CONSENT AGENDA
Motion to approve the Consent Agenda with the various actions recommended

Motion carried with a voice vote.

Motion made by B. LeClair seconded by Brandt.
Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

12. CITY COUNCIL - FORMAL ITEMS

- A. Resolution Amending 2025 Parks and Recreation Capital Budget to Account for New Neshotah Park Playground Equipment to be Funded With Grants from the West Foundation and the City's Room Tax Commission

Recommended Action:
Motion to waive reading and adopt the resolution

Motion carried with a roll call vote.

Motion made by Bittner seconded by B. LeClair.
Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

- B. Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing-- 2025 Budgeted Capital Projects

Recommended Action:
Motion to waive reading and adopt the resolution

Motion carried with a roll call vote.

Motion made by Wachowski seconded by Derby.
Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

- C. Action Setting City Council Community Listening Sessions for 2025

Recommended Action:
Motion to adopt the proposed rules as recommended by City Attorney and to set dates/times for such sessions for 2025

Motion carried with a roll call vote.

Motion made by B. LeClair seconded by Derby to adopt the proposed rules as recommended by City Attorney and to set dates/times for such sessions for 2025 and changing from 2 to 3 councilmembers with first date of February 19, 2024

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

- D. Consideration of Making Current City Hall Work Hours Permanent (Most Recent City Council Authorization was Through January 31, 2025, Subject to Review in December 2024)

Recommended Action:

Motion to establish the current work hours, 7:30 AM to 5:00 PM Monday through Thursday and 7:30 AM to 11:30 AM on Friday the regular schedule going forward

Motion carried with a roll call vote.

Motion made by Bittner seconded by Brandt

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Stechmesser

Voting Nay: Petri, Shimulunas, Wachowski

- E. Authorize Turning Off Street Lights Along Downtown Washington Street (12th Street to 22nd Street) from 6:00 PM to Midnight on Christmas Eve, Continuing a Two Rivers Christmas Tradition

Recommended Action:

Motion to authorize this action, understanding that City staff will make efforts to make the community aware through social media posts and a press release and temporary traffic warning signs will be placed at each end of the street.

Motion carried with a voice vote.

Motion made by Wachowski seconded by B. LeClair

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

- F. Resolution Authorizing Adjustments to Non-Union Employee Wage Scales, Consistent With the Adopted 2025 Budget

Recommended Action:

Motion to waive reading and approve the resolution, authorizing the pay adjustments with the exception of the City Manager (subject to Council review)

Motion carried with a roll call vote.

Motion made by D. LeClair seconded by Derby.

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Stechmesser, Wachowski

Voting Nay: Shimulunas

- G. Agreements with Manitowoc County for ARPA Funding Assistance for Lead Water Service Lateral Replacement Projects (\$621,149.59 in County-Shared ARPA Funds, Matching City ARPA Funds Spending on a 50/50 Basis)

1. ARPA Subrecipient Agreement for Lateral Replacements on Roosevelt Avenue (\$112,530.76 in County-Shared ARPA Funds, Matching City ARPA Funds Spending on a 50/50 Basis)

Recommended Action:

Motion to authorize the City Manager and City Clerk to sign the agreement on behalf of the City

Motion carried with a roll call vote.

Motion made by Shimulunas seconded by Derby.

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

2. ARPA Subrecipient Agreement for Lateral Replacements at Various "Scattered Site" Locations as Identified in City of Two Rivers Contract 2-2024 (\$621,149.59 in County-Shared ARPA Funds, Matching City ARPA Funds Spending on a 50/50 Basis)

Recommended Action:

Motion to authorize the City Manager and City Clerk to sign the agreement on behalf of the City

Motion carried with a roll call vote.

Motion made by Petri seconded by D. LeClair to authorize the City Manager and City Clerk to sign the agreement on behalf of the City at the price that is negotiated but no less than \$621,149.59

Voting Yea: Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

Abstain: Bittner

13. FOR INFORMATION ONLY

A. City Council Special Meeting, Monday, December 23, 2024

B. City Council Regular Meeting, Monday, January 6, 2025

14. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn this meeting at 8:21 PM.

Motion carried with a voice vote.

Motion made by Wachowski seconded by B. LeClair

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

Respectfully submitted by,

Amanda Baryenbruch, City Clerk



CITY COUNCIL SPECIAL MEETING

Monday, December 23, 2024 at 6:00 PM

Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

MINUTES

1. CALL TO ORDER

President Stechmesser called the meeting to order at 6:03 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Mark Bittner, Doug Brandt, Shannon Derby, Bill LeClair, Darla LeClair, Tim Petri, Bonnie Shimulunas, Scott Stechmesser

Absent and Excused: Adam Wachowski (arrived at 6:32 PM)

ALSO PRESENT: Kassie Paider, Finance Director; Matt Heckenlaible, Public Works Director; Dave Dassey, IT Assistant; Joe Metzen, Tourism Director; Andrew Adams, City Attorney (via phone); and Greg Buckley, City Manager

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

5. PUBLIC HEARING

- A. Public Hearing on an Application for a Conditional Use Permit for Assisted Living, Congregate Housing, and a Residential Care Facility for the Elderly Located at 2500 Garfield Street, in the IPF Institutional/Public Facilities District, submitted by NHS 1 Hamilton Drive LLC (applicant and owner)

Recommended Action:

Following public hearing, motion to approve the conditional use permit as recommended by the Plan Commission

President Stechmesser convened the public hearing, and requested public input. Following three calls, with no one addressing the Council, he declared the hearing closed.

Shimulunas moved, supported by Derby, to approve the Conditional Use Permit as recommended by the Plan Commission. Following discussion, the motion was approved by a roll call vote, with all Council members present voting yes.

6. INPUT FROM THE PUBLIC

None.

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember D. LeClair stated that she had received a complaint regarding a home that was operating as an illegal business. It was reported to the Inspections Department which sent a letter to the property owner notifying them of the zoning violation.

Councilmember Shimulunas stated that she has received questions regarding the property assessments. She asked where property owners can send their questions or if there is a number citizens can call to answer specific questions on the property. Mr. Buckley stated that he will create a social media post and how to contact the city assessor.

Councilmember Brandt stated that he had received an email in favor of the current form of government and heard feedback recently in favor of the current form of government.

Councilmember Bittner stated that he has also received communications in favor of the current form of government stating it is superior, and it allows the City to hire someone that is qualified to direct the operations of the City.

Council President Stechmesser gave a shout out to the Public Works Department and their recent snow plowing operations.

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember Brandt reported on the Cool City Crime Prevention Committee, stating they recently held Shop with a Cop and helped about 40 children. He commended the Police Department on another successful year.

Councilmember Bittner reported on the Room Tax Commission, stating the next meeting is Monday, December 30, 2024 at 4:00 PM in Council Chambers at City Hall.

9. FORMAL ITEMS

- A. Consideration of an Amendment to the City's Personnel Policy Manual, Regarding Holiday Pay
Recommended Action:
Motion to approve the amendment as recommended by the City Clerk/Human Resources Director and City Manager

Motion carried with a roll call vote.

Motion made by Shimulunas seconded by Derby.

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser

- B. Resolution Authorizing a Refund of Room Taxes for Multiple Short-Term Rental Properties, Based on Duplicate Payments Made
Recommended Action:
Motion to waive reading and approve the resolution

Clerk Note: Councilmember Wachowski arrived at this point in the meeting, 6:32 PM

The Council discussed different options on refund of the overpayment stating they would like to reduce the amount coming out of the General Fund to the most feasible amount. They asked staff to look into options on repayment.

Motion carried with a voice vote.

Motion made by D. LeClair seconded by B. LeClair to table this item. Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

- C. Consideration of a Request to Extend Deadlines Associated With Previously-Approved Facade Grant Agreement With The Wave TR LLC for 2015 Jackson Street
 - Extend Project Completion Deadline from November 30, 2024 to May 31, 2025
 - Extend Deadline for Filing Documentation for Reimbursement from December 31, 2024 to June 30, 2025

Recommended Action:

Motion to authorize the extensions as requested

Mr. Buckley stated that the property owner had requested this extension to allow completion of some of the work when warmer weather conditions permit.

Motion carried with a roll call vote.

Motion made by Wachowski seconded by D. LeClair.

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

10. DISCUSSION ITEMS

- A. Discuss Potential WisDOT Safety Improvement Project on 22nd Street

Public Works Director Matt Heckenlaible reported that he was contacted by the WisDOT in late November to discuss a potential project for which that agency would apply for funding through a Highway Safety Improvement Program grant on behalf of the City. have identified a substantial number of incidents / crashes along the STH 42 corridor and STH 147 corridor, aka 22nd Street, from Monroe Street / Forest Avenue to Lincoln Avenue. They indicated that they observed over 50 crashes, including incidents that involved pedestrians and bicyclists over the past 5 years.

WisDOT feels that reducing the existing four (4) lane roadway down to two (2) through lanes, one in each direction and the implementation of a Two Way Dual Left (TWDL) turn lane for interior block turning movements and designated left turn lanes at the intersections that a lot of these incidents could prevent many accidents. This would be completed in conjunction with overlaying the existing concrete pavement with asphalt. Because the asphalt would be placed over the existing concrete pavement, all of the ADA curb ramps would need to be reconstructed. They would also be looking at installing rectangular rapid flashing beacons (RRFBs) at the intersection of 22nd Street and Jackson Street.

Mr. Heckenlaible reported that the Two Rivers Police Department provided information related to forty-six incidents along the 22nd Street corridor from the Monroe Street/Forest Avenue intersection east to the Lincoln Avenue intersection. There were an additional twenty-four incidents that occurred outside of the public rights-of-way.

Of the forty-six (46) incidents, there is a potential that three (3) may have benefited if a TWDL was present and six (6) probably could have been preventable if a TWDL along with single through lanes were present. Approximately twenty (20) of the incidents were located along the side streets or of which the proposed 22nd Street improvements would not have any impact on.

The Council raised concerns about the proposed changes including the asphalt overlay stating the road is currently in good condition and questioning how long would the asphalt last; and the asphalt would reduce the curb height, possibly causing a safety concern.

It was the consensus of the Council that members did not wish to pursue this potential redesign.

11. FOR INFORMATION ONLY

- A. Regular City Council Meeting, Monday January 6, 2025 at 6:00 PM
- B. Lights Out Downtown on Christmas Eve, 6:00 PM to Midnight

12. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn this meeting at 7:38 PM.

Motion carried with a voice vote.

Motion made by Wachowski seconded by Derby.

Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

Respectfully submitted,

Amanda Baryenbruch
City Clerk

**CITY OF TWO RIVERS
BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE
AND
COMMUNITY DEVELOPMENT AUTHORITY
SPECIAL MEETING
Friday, December 27, 2024, 3:30 PM
3rd Floor City Committee Room – City Hall**

1. Call to Order

The meeting was called to order by BIDC and CDA Chair Greg Coenen at 3:35 PM.

2. Roll Call

BIDC members present were Tom Christensen, Greg Coenen, Tracey Koach, Keith Lyons and Scott Stechmesser. BIDC members absent and excused: Betty Bittner, Shannon Derby, Dave Kalista and Dan Wettstein. Mr. Buckley noted that there was a quorum of the BIDC present (5 of 9 members).

CDA members present were Greg Coenen, Tracey Koach, Keith Lyons and Scott Stechmesser.. CDA members absent and excused: Betty Bittner, Shannon Derby and Dave Kalista. Mr. Buckley noted that there was a quorum of CDA present (4 of 7 members).

Others present were Gregory Buckley, City Manager.

3. Approval of Meeting Minutes

For the BIDC, Christensen moved, supported by Koach, to approve the minutes of the August 26, September 24 and November 26, 2024 meetings as presented. The motion was approved by voice vote, without dissent.

For the CDA, Stechmesser moved, supported by Lyons, to approve the minutes of the August 26, September 24 and November 26, 2024 meetings as presented. The motion was approved by voice vote, without dissent.

4. CDA Action Items

- A. Authorize Extension of Right of First Refusal Agreement With WG&R Bedding, Pertaining to 2-Acre Parcel at Woodland Industrial Park

Mr. Buckley provided background information on the Agreement, which has been in place for at least two years and was last extended at the end of 2023.

Following discussion, Stechmesser moved, supported by Koach, to authorize a one-year extension of the Agreement, with no change in terms. The motion was approved by voice vote, without dissent.

- B. Authorize Release of Mortgage on Block 3, Lot 10 of Sandy Bay Highlands Subdivision No. 2, in Return for Payment of Deferred Price by Fresh Coast Construction, LLC (Spec House Constructed by Fresh Coast Construction, LLC is Being Sold, With Planned Closing Date of December 31, 2024.)

Mr. Buckley reviewed background on this transaction, initially approved by the CDA in September 2022. He noted that the purchase price for the lot was \$32,000, and the deferred payment was approved as an incentive for spec home construction. He added that he does not anticipate, based on recent discussions with the CDA regarding Phase 3 lots, that such an incentive will be offered in the future. CDA members present expressed their concurrence.

Following discussion, Lyons moved, supported by Koach, to authorize the release of mortgage, contingent upon receipt of payment in the amount of \$32,000. The motion was approved by voice vote, without dissent.

5. Information Only

- A. Closing on Sale of Industrial Park Parcel to Driver Solutions, Inc./Rush Logistics is Slated for December 30, 2024

Mr. Buckley reported that the closing, on a 2.5 acre parcel of land on Brown's Drive, is scheduled for December 30. The company's site and architectural plans will be presented for CDA and Plan Commission review, likely in the first quarter of 2025.

- B. Status of Sandy Bay Highlands Subdivision Phase 3

Mr. Buckley reported that the final version of the protective covenants for Phase 3 should be filed with the Register of Deeds on this date. Then the listing agreement with Amy Townsend of Berkshire Hathaway/Starck will be signed, for a period ending March 31, 2025. He noted that he had approved a one-lot listing agreement for sale of one lot in Phase 3, to a party who has been interested in purchasing a lot for several months. That sale is slated to close on January 7, for the list price of \$74,900.

There was discussion of an RFP for realtor services for a term starting on April 1, 2025. Mr. Buckley will contact the CDA members who had previously agreed to assist with such an RFP (Bittner, Coenen and Lyons).

- C. Staff Updates on Local Economic Development Projects

Mr. Buckley reported on current projects at Sauve's Automotive and Violet Inn. He also stated that there was redevelopment interest in the former Family Video site at Washington and 18th Streets.

6. Next Regular Meeting Date


It was noted that the next regular meeting date for the BIDC and CDA is January 27, 2025, at 5:15 PM

7. Adjournment

Stechmesser moved, supported by Lyons, to adjourn the BIDC meeting at 4:00 PM. The motion was approved by voice vote, without dissent.

Stechmesser moved, supported by Lyons, to adjourn the CDA meeting at 4:00 PM. The motion was approved by voice vote, without dissent.

Respectfully submitted,


Gregory E. Buckley
City Manager

License(s) Requested	Fees	
	<input checked="" type="checkbox"/> Temporary "Class B" Wine <input type="checkbox"/> Temporary Class "B" Beer	License Fees
Background Check		\$
Total Fees		\$ 10.00

Part A: Organization Information

1. Organization Name
Friends of the Two Rivers Senior Center

2. Organization Permanent Address
1520 17th Street,

3. City
Two Rivers

4. State
WI

5. Zip Code
54241

6. Mailing Address (if different from permanent address)

7. FEIN
20-8157672

8. Date of Organization/Incorporation
9/13/2007

9. State of Organization/Incorporation
Wisconsin

10. Phone
920-793-5596

11. Email
megoco@two-rivers.org

12. Organization type (check one)
 Bona Fide Club Church Fair Association/Agricultural Society Veteran's Organization
 Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (if applicable)
456-0000554400-02

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Bauknecht	Sharon	President	920-819-9052
Klein	Jan	Vice president	920-323-4986
Kadow	Ruth	Secretary	920-901-5985
Kemp	Sid	Financial Secretary	920-973-7544
Schmidt	Cindy	Treasurer	920-901-7449

Continued →

Part C: Event Information

1. Name of Event (if applicable) Cork and Canvas			
2. Dates of Operation 1/16/25		3. Hours of Operation 5:30 pm - 8:30 pm	
4. Premises Address 1520 17th Street			
5. City Two Rivers		6. State WI	7. Zip Code 54241
8. County Manitowoc	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Two Rivers Senior Center/Megan O'Connor		12. Email and/or Phone Number for Organizer of Event megmar@two-rivers.org 920-793-5597	
13. Organizer Website X		14. Event Website X	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. the event will be held in the Koska room of the J.E. Hamilton Community house. The Senior Center - located within the Community house - consists of the office space, Koska room, S.C. Kitchen, Library, and Behringer room.			

Part D: Attestation

Who must sign this application?

- one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name BALKNECHT		First Name SHARON		M.I. M.
Title Pres.	Email		Phone 920-819-9052	
Signature S Balknecht			Date 11-22-24	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Agent Type (check one)

- Original (no fee) Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor) <i>Megan Elizabeth O'Connor</i>	
2. Business Trade Name or DBA <i>Friends of the Two Rivers Senior Center</i>	
3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information

1. Last Name <i>O'Connor</i>	2. First Name <i>Megan</i>	3. M.I. <i>E</i>
4. Email <i>megmar@two-rivers.org</i>		5. Phone <i>9608-658-2521</i>
6. Home Address <i>1713 24th Street</i>		
7. City <i>Two Rivers</i>	8. State <i>WI</i>	9. Zip Code <i>54241</i>
10. Age <i>38</i>		
11. Drivers License/State ID Number <i>0256-5458-6908-04</i>		12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> ? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) Friends of the Two Rivers Senior Center	
2. Business Trade Name or DBA	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit Organization	

Part B: Individual Information					
1. Last Name O'Connor		2. First Name Megan		3. M.I. E	
4. Relationship to Business (Title) Program + Events Coordinator for Senior Center			5. Email megmar@two-rivers.org		6. Phone 920-793-5597
7. Home Address 1713 24th Street					
8. City Two Rivers		9. State WI	10. Zip Code 54241	11. Date of Birth 11/08/1986	
12. Drivers License/State ID Number 0256-5458-6908-04			13. Drivers License/State ID State of Issuance		

Part C: Address History							
1. Do you currently reside in Wisconsin?					<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years 38	Months 0	
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.							
Previous Address 1		City		State	Zip Code		
2411 34th Street Apt. 16		Two Rivers		WI	54241		
Previous Address 2		City		State	Zip Code		
502 Waldo Blvd		Manitowoc		WI	54220		
Previous Address 3		City		State	Zip Code		
Previous Address 4		City		State	Zip Code		
Previous Address 5		City		State	Zip Code		
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.							
State	County	State	County	State	County	State	County
WI	DANE	WI	Lafayette	WI	Manitowoc		
State	County	State	County	State	County	State	County

Continued →



**TWO
RIVERS**
WISCONSIN

CITY CLERK

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

NOTE:

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

* * * * *

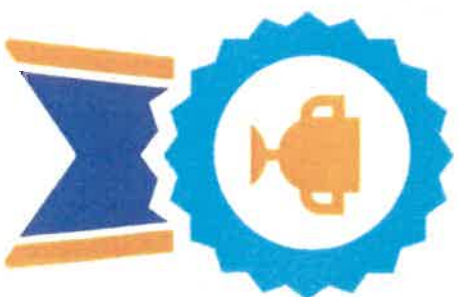
The applicant hereby agrees to indemnify and hold the City of Two Rivers harmless from and against any and all claims, actions, causes of action, damages, expenses, and liabilities which may be imposed upon, incurred by or asserted against the City of Two Rivers by reason of any injury or claim of injury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

Friends of the Two Rivers Senior Center
Organization


Signature

Megan E O'Connor
Printed Name

11/21/24
Date



Certificate

RESPONSIBLE BEVERAGE SERVER

awarded to

Megan Marchant

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats.

www.Wisconsin-Bartending.com

Training Provider

09/25/2024

Training Date

License(s) Requested	Fees	
	<input type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees
	Background Check	\$
	Total Fees	\$ 10.00

Part A: Organization Information

1. Organization Name
Knights of Columbus Council 1957

2. Organization Permanent Address
2210 Garfield St.

3. City
Two Rivers

4. State
WI

5. Zip Code
54241

6. Mailing Address (if different from permanent address)

7. FEIN
39-1085940

8. Date of Organization/Incorporation
4/27/1919

9. State of Organization/Incorporation
WISCONSIN

10. Phone
920-793-1791
920-553-4355 agent

11. Email
dtogew@charter.net (agent)

12. Organization type (check one)

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

13. Is this organization required to hold a Wisconsin Seller's permit? .. yet .. Yes No

14. Wisconsin Seller's Permit Number (if applicable)
456-0000171119-02

Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.

Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Sachse	Jeff	Grand Knight	414-305-4236
Koester	Leland	Deputy Grand Knight	920-214 3967
Seegers	Ray	Treasurer	920 793 8140
Boutwell	TOM	Bar manager	920 860 9874
TEGEN	DANIEL	Bar tender ASSISTANT MANAGER	920 553-4355

Continued →

Part C: Event Information

1. Name of Event (if applicable) <i>Annual Knights of Columbus Cornhole Tournament</i>			
2. Dates of Operation <i>02/1/2025</i>		3. Hours of Operation <i>7:30am - 5:00pm</i>	
4. Premises Address <i>1710 West Park St.</i>			
5. City <i>Two Rivers</i>		6. State <i>WI</i>	7. Zip Code <i>54241</i>
8. County <i>USA</i>	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <i>Two Rivers</i>		10. Aldermanic District <i>N/A</i>
11. Organizer of Event (if not the named applicant) <i>DAN TEGEN</i>		12. Email and/or Phone Number for Organizer of Event <i>dtegen@charter.net</i>	
13. Organizer Website <i>NONE</i>		14. Event Website <i>N/A</i>	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <i>Beer to be sold at the event in the lobby of the J.E. Hamilton Community House. to be consumed in lobby or gym.</i>			

Part D: Attestation

Who must sign this application?

- one officer or director of the nonprofit organization

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Seegers</i>		First Name <i>Ray</i>		M.I.
Title <i>Treasurer</i>	Email <i>rseegers@charter.net</i>		Phone <i>920-793-8140</i>	
Signature <i>Ray Seegers</i>			Date <i>12/19/2024</i>	

Part E: For Clerk Use Only

Date Application Was Filed With Clerk	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <i>KNIGHTS of Columbus Council 1957</i>	
2. Business Trade Name or DBA <i>KNIGHTS of Columbus Council 1957</i>	
3. Entity Type (check one) <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name <i>TEGEN</i>	2. First Name <i>DANIEL</i>	3. M.I. <i>J</i>	
4. Email <i>dtegen@charter.net</i>		5. Phone <i>920-553-4855</i>	
6. Home Address <i>1527 Deer Brook Dr.</i>			
7. City <i>Two Rivers</i>	8. State <i>WI</i>	9. Zip Code <i>54241</i>	10. Age <i>74</i>
11. Drivers License/State ID Number <i>T250 1705 0050 04</i>		12. Drivers License/State ID State of Issuance <i>WI</i>	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire? Submit a completed Form AB-100 with this form.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>TEGEN</i>		First Name <i>DANIEL</i>		M.I. <i>J</i>
Title <i>assistant manager</i>	Email <i>dtegen@charter.net</i>		Phone <i>920-553-4355</i>	
Signature <i>Dan Tegen</i>			Date <i>12/19/2024</i>	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name <i>Tegen</i>		First Name <i>DANIEL</i>		M.I. <i>J</i>
Signature <i>Daniel Tegen</i>			Date <i>12/19/2024</i>	

Alcohol Beverage Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

- sole proprietor
- all partners of a partnership
- all officers, directors, and agent of a corporation or nonprofit organization
- members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Individual Questionnaires are submitted.

Part A: Business Information	
1. Legal Business Name (individual name if sole proprietor) <i>KNIGHTS of Columbus Council 1957</i>	
2. Business Trade Name or DBA <i>KNIGHTS of Columbus Council 1957</i>	
3. Entity Type (check one)	
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	

Part B: Individual Information					
1. Last Name <i>TEGEN</i>		2. First Name <i>DANIEL</i>		3. M.I.	
4. Relationship to Business (Title) <i>Assistant BAR TENDER Manager</i>		5. Email <i>dtegen@charter.net</i>		6. Phone <i>920 553 4355</i>	
7. Home Address <i>1527 Deer Brook Drive</i>					
8. City <i>Two Rivers</i>		9. State <i>WI</i>	10. Zip Code <i>54241</i>	11. Date of Birth <i>02/10/1950</i>	
12. Drivers License/State ID Number <i>T250 1705 0050 06</i>			13. Drivers License/State ID State of Issuance <i>WI</i>		

Part C: Address History						
1. Do you currently reside in Wisconsin? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No						
If yes to 1 above, how long have you continuously lived in Wisconsin prior to the date of application?					Years <i>74</i>	Months <i>10</i>
2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.						
Previous Address 1 <i>1527 Deer Brook Dr.</i>		City <i>Two Rivers</i>		State <i>WI</i>	Zip Code <i>54241</i>	
Previous Address 2		City		State	Zip Code	
Previous Address 3		City		State	Zip Code	
Previous Address 4		City		State	Zip Code	
Previous Address 5		City		State	Zip Code	
3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.						
State <i>WI</i>	County <i>MANITOWOC</i>	State	County	State	County	
State	County	State	County	State	County	

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? Yes No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? Yes No

If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature Daniel Tegen Date 12/

CITY OF TWO RIVERS
1717 EAST PARK STREET
PO BOX 87
TWO RIVERS WI 54241-008

Receipt No: 2.095886

Dec 19, 2024

KNIGHTS OF COLUMBUS

LICENSES & PERMITS
BUSINESS & OCCUPATION
LICENSE
100-44130
BUSINESS OR OCCUPATION

10.00

Total:

10.00
=====

FINANCE - CHECK
Check No: 1919

10.00

Payor:
KNIGHTS OF COLUMBUS
Total Applied:

10.00

Change Tendered:

.00
=====

12/19/2024 8:56 AM



City of Two Rivers 2 Year Operator's License

Daniel Tegen

1527 Deer Brook Dr Two Rivers, WI 54241

License No: 240029
Issued: 6/13/2024 (Effective 7/1/2024)
Expires: 06/30/2026
Fee: \$52.00



Amanda Berglund
City Clerk

DRIVER LICENSE
REGULAR

USA
WISCONSIN
NOT FOR FEDERAL PURPOSES

10 T250-1705-0050-06
1 **TEGEN**
2 **DANIEL JOSEPH**
9 CLASS **D**

1527 DEER BROOK DR
TWO RIVERS, WI 54241

15 SEX **M** 16 HGT **5'-11"**
17 WGT **250 LB** 18 EYES **BRN**
19 HAIR **GRY** 20 RES **12/21/2016**
3 DOB **02/10/1950** 4 EXP **02/10/2025**
5A END **NONE** 5B ORG **000000000000000000000000**

EB 50

DANIEL TEGEN

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/11/2024	138171	BNC Rentals LLC	Refund - Overbilled 8/31/21-6/27/24	640-21130	8/19/2024	1,587.19-
Total 138171:						1,587.19-
12/05/2024	138966	4 K's Pest Control LLC	General Pest Control - Library	280-55110-2410	11/29/2024 - LESTER LIBR	50.00
Total 138966:						50.00
12/05/2024	138967	ADRC of the Lakeshore	Congregate meal donations - Nov 2024	250-23150	11/28/2024	555.00
Total 138967:						555.00
12/05/2024	138968	Amazon Business - Debit Memo	Supplies - Sr. Center	100-54150-3900	1CXD-DT6T-QJDP	17.00
12/05/2024	138968	Amazon Business - Debit Memo	Supplies - DPW	457-48210	1PKJ-7KG9-PW6L	291.15
12/05/2024	138968	Amazon Business - Debit Memo	Supplies - Elec	660-59930-3900	19Y3-QQ93-PQLY	108.96
Total 138968:						417.11
12/05/2024	138969	AnSer Services	After hours answering service Dec 2024-	650-59665-2900	6502-120124	275.00
Total 138969:						275.00
12/05/2024	138970	Aring Equipment Exchange	Parking Brake Valve - DPW	100-16120	909319	1,011.48
12/05/2024	138970	Aring Equipment Exchange	Parts - DPW	100-16120	909232	601.19
12/05/2024	138970	Aring Equipment Exchange	Parts - DPW	100-16120	909418	18.03
12/05/2024	138970	Aring Equipment Exchange	Parts Return - DPW	100-16120	909413	490.37-
Total 138970:						1,140.33
12/05/2024	138971	Bureau Veritas Nat'l Elev Insp Serv LLC	Routine Inspection - City Hall	100-51600-3500	4171535 - 11.25.2024	88.00
Total 138971:						88.00
12/05/2024	138972	Cengage Learning Inc. / Gale	Books - ALP	280-55111-3430	85976738	156.74
Total 138972:						156.74
12/05/2024	138973	Center Point Large Print	Books/ALP - Library	280-55111-3430	2131873	316.41
12/05/2024	138973	Center Point Large Print	Books (ALP) - Lib	280-55111-3430	2129858	25.17

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 138973:						341.58
12/05/2024	138974	Collins Engineers Inc	2024 Bridge Inspections	100-53341-2900	57271	5,500.00
Total 138974:						5,500.00
12/05/2024	138975	Cool City Cleaners Inc	Towel/Mop Cleaning - WTP	690-59820-2900	3342	56.00
Total 138975:						56.00
12/05/2024	138976	Country Visions Cooperative	75W90 Oil - DPW	100-16120	24970	532.16
12/05/2024	138976	Country Visions Cooperative	Diesel - DPW	100-16120	331214	213.75
12/05/2024	138976	Country Visions Cooperative	Diesel - DPW	100-16120	331270	1,815.70
12/05/2024	138976	Country Visions Cooperative	Diesel - DPW	100-16120	331323	1,749.17
12/05/2024	138976	Country Visions Cooperative	Diesel - DPW	100-16120	3312131	1,868.71
Total 138976:						6,179.49
12/05/2024	138977	Discount School Supply	Supplies for Programs - Lib	280-55112-3510	W16252760101	268.58
Total 138977:						268.58
12/05/2024	138978	Eis Implement Inc	Service Call - FD	100-52200-3500	54641	397.50
Total 138978:						397.50
12/05/2024	138979	Environmental Systems Research Institut	ArcGIS - Annual Maintenance / Subscript	100-53100-2410	94854164	1,415.00
Total 138979:						1,415.00
12/05/2024	138980	Fire Dept Petty Cash	Petty cash reimbursement-FD	100-52200-3500	12/3/2024	85.82
Total 138980:						85.82
12/05/2024	138981	Fox Cities Magazine	1/6 Page Ad - Dec 2024 Issue	258-56700-2910	00036296	550.00
Total 138981:						550.00
12/05/2024	138982	GFL Environmental	Grit Dump - WWTP	690-59820-2900	U30000163749	289.34
12/05/2024	138982	GFL Environmental	Grit Dump - WWTP	690-59820-2900	U30000160501	288.52

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 138982:						577.86
12/05/2024	138983	Great Lakes Roofing Corp	Roof Repairs - Library	280-55110-2410	A72587	1,137.62
Total 138983:						1,137.62
12/05/2024	138984	Hayden Water Co. LLC	Distilled Water - Water	650-59642-3900	168286	20.99
Total 138984:						20.99
12/05/2024	138985	Hendricks, Catherine M.	Restorative Yoga - 11/4/24-11/25/24	100-55300-2900	11/25/2024	432.00
Total 138985:						432.00
12/05/2024	138986	Horn Ford Inc.	Service - 2019 Ford Explorer - PD #317	100-52115-2411	53100	2,137.82
Total 138986:						2,137.82
12/05/2024	138987	Hubbart Electric Inc	Service/Water Mixer - Wtr	650-19342	22935C	1,153.44
12/05/2024	138987	Hubbart Electric Inc	Service - Wtr	650-59678-2900	22936C	578.21
Total 138987:						1,731.65
12/05/2024	138988	Jaeger, Jill	Energy Star Rebate - Dehumidifier	660-29253	12/3/2024	15.00
Total 138988:						15.00
12/05/2024	138989	James Imaging Systems Inc.	Contract R14490-MPS-01 10/29/24-11/2	660-59921-3900	1508293	318.12
Total 138989:						318.12
12/05/2024	138990	James Leasing LLC	Contract JL-171-01 Coverage 11/24/24-1	100-53200-5310	19439	2,499.28
Total 138990:						2,499.28
12/05/2024	138991	Klein, Patricia Ann	Simply Seniors Exercise Class - 11/1/24-	100-55300-2900	DECEMBER 2, 2024	45.60
Total 138991:						45.60
12/05/2024	138992	Klein's Hardware Hank	Supplies- Wtr	650-59643-3900	59451	16.34

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/05/2024	138992	Klein's Hardware Hank	Supplies- Wtr	650-59643-3900	59614	3.79
12/05/2024	138992	Klein's Hardware Hank	Keys/Highlift Bldg - Wtr	650-59643-3900	60474	7.39
12/05/2024	138992	Klein's Hardware Hank	Supplies - FD	100-52200-3500	59379	3.78
12/05/2024	138992	Klein's Hardware Hank	Supplies - FD	100-52200-3500	59780	32.99
12/05/2024	138992	Klein's Hardware Hank	Supplies - FD	100-52200-3500	59895	6.49
Total 138992:						70.78
12/05/2024	138993	Liberty Mutual Insurance	Installment #3	100-16310	14999531	71,356.16
12/05/2024	138993	Liberty Mutual Insurance	Workers Compensation - Final Audit Adju	100-51930-5130	15004620	14,664.00
Total 138993:						86,020.16
12/05/2024	138994	Lucky Signs & Graphics	Cool City Christmas Banners - P&R	262-55320-2901	1853	828.00
Total 138994:						828.00
12/05/2024	138995	Manitowoc Disposal Inc	Dec 2024 Small Box - Rec	640-53620-2900	83171	170.00
12/05/2024	138995	Manitowoc Disposal Inc	12 Yd Haul/Land Fee - P&R	640-53620-2900	83172	235.52
Total 138995:						405.52
12/05/2024	138996	Manitowoc Public Utilities	2124 Woodland Dr-WTP	690-59820-2210	11/25/2024	28.95
Total 138996:						28.95
12/05/2024	138997	Manitowoc Trophy	Plaque - FD	100-52300-3900	47230	50.00
Total 138997:						50.00
12/05/2024	138998	McMahon Associates Inc	2023 Ecological Services 9/29/24-11/2/2	680-59750-2900	937277	1,087.35
Total 138998:						1,087.35
12/05/2024	138999	Midwest Meter Inc	1/2" Meter Bases - Wtr	650-19346	0173436-IN	1,860.00
Total 138999:						1,860.00
12/05/2024	139000	Murdock, Lee H.	Performer @ Christmas Tree Ship Conce	280-55111-3510	8/28/2024	400.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139000:						400.00
12/05/2024	139001	Neenah Foundry Company Infrastructure	Sandy Bay Highlands Phase 3	680-19107	169495	11,214.00
Total 139001:						11,214.00
12/05/2024	139002	North Central Laboratories	Lab Supplies-WTP	690-59820-3900	512012	608.08
Total 139002:						608.08
12/05/2024	139003	Northern Lake Service Inc	TOC Testing - Wtr	650-59642-2900	2420574	65.66
Total 139003:						65.66
12/05/2024	139004	ODP Business Solutions LLC	Supplies - Customer Service	690-59840-3900	396014259001	23.17
12/05/2024	139004	ODP Business Solutions LLC	Supplies - Customer Service	690-59840-3900	39604259002	13.82
12/05/2024	139004	ODP Business Solutions LLC	Supplies - Customer Service	690-59840-3900	396032354001	14.27
12/05/2024	139004	ODP Business Solutions LLC	Supplies - Customer Service	690-59840-3900	396742233001	52.97
Total 139004:						104.23
12/05/2024	139005	OpenPoint LLC	OpenPoint Subscription - Dec 2024	660-59923-2403	1636	1,960.00
Total 139005:						1,960.00
12/05/2024	139006	Pace Analytical	Landfill Groundwater Monitoring	419-53600-2900	2440154402	354.00
12/05/2024	139006	Pace Analytical	Landfill Groundwater Monitoring	419-53600-2900	2440154679	3,845.00
Total 139006:						4,199.00
12/05/2024	139007	Payment Service Network	Services 11/1/2024-11/30/2024	690-59840-3900	303223	7.95
Total 139007:						7.95
12/05/2024	139008	Penworthy Company LLC, The	Books JE - Lib	280-55112-3530	0603468-IN	209.63
Total 139008:						209.63
12/05/2024	139009	Pier & Waterfront Solutions LLC	Annual Removal of Kayak Launch/Vets P	218-53540-2900	8737	645.00
12/05/2024	139009	Pier & Waterfront Solutions LLC	Annual removal of dock - Washington Pa	218-53540-2900	8739	945.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139009:						1,590.00
12/05/2024	139010	Premium Waters Inc	Lab Water - WTP	690-59820-2900	391279369	126.99
Total 139010:						126.99
12/05/2024	139011	Psychologie Clinique S.C.	Clinical Psych Eval - A. Henseler- PD	100-52120-2142	STATEMENT 11/21/2024	610.00
Total 139011:						610.00
12/05/2024	139012	R&J Fricke Inc	6 Bag Concrete - 21st / Garfield	100-16120	16642	2,170.25
Total 139012:						2,170.25
12/05/2024	139013	RESCO	Stock - Elec	660-19154	3055355	107.20
Total 139013:						107.20
12/05/2024	139014	Santa's Crew LLC	Cool City Christmas 2024	262-55320-2901	12/3/2024	1,200.00
Total 139014:						1,200.00
12/05/2024	139015	Schroeder Bros Co	Shipping - WWTP	690-59820-2900	94816	18.41
Total 139015:						18.41
12/05/2024	139016	Steinies Water Garden & Irrigation	5" Toro T7 Adjustable Rotors - P&R	100-55400-3500	11178A	815.79
12/05/2024	139016	Steinies Water Garden & Irrigation	2024 Vietnam Park Irrigation Shut Down	100-55400-2900	11254A	1,043.72
Total 139016:						1,859.51
12/05/2024	139017	Superior Chemical LLC	Supplies - CH	100-51600-3500	405487	81.84
Total 139017:						81.84
12/05/2024	139018	Town & Country Engineering Inc.	2023 SDW & CWF Loan Assistance	650-19107	26950	271.25
12/05/2024	139018	Town & Country Engineering Inc.	2023 SDW & CWF Loan Assistance	650-19107	27086	232.50
12/05/2024	139018	Town & Country Engineering Inc.	2024 SDW & CWF Loan Assistance	216-59200-2900	27088	1,220.00
12/05/2024	139018	Town & Country Engineering Inc.	2025 SDW & CWF Loan Assistance	650-19107	26952	1,312.50
12/05/2024	139018	Town & Country Engineering Inc.	2025 SDW & CWF Loan Assistance	650-19107	27089	712.44

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/05/2024	139018	Town & Country Engineering Inc.	Screw Press Punch Llist	690-19107	27087	4,607.55
12/05/2024	139018	Town & Country Engineering Inc.	2024 SDW & CWF Loan Assistance	216-59200-2900	26951	535.00
Total 139018:						8,891.24
12/05/2024	139019	Two Rivers Historical Society	Dec 2024 Monthly Support Pymt	258-56700-2910	DEC2024	250.00
Total 139019:						250.00
12/05/2024	139020	Uniform Shoppe	Clothing - FD	100-52200-3850	3219	159.90
Total 139020:						159.90
12/05/2024	139021	Utility Sales and Service Inc	Service Unit Number 20 - Elec	660-19184	0077820-IN	7,086.41
12/05/2024	139021	Utility Sales and Service Inc	Service Unit Number 363 - Elec	660-19184	0077823-IN	5,411.44
Total 139021:						12,497.85
12/05/2024	139022	Veterans' Plumbing LLC	New Lav Faucet / Library	280-55110-2410	13296	533.76
Total 139022:						533.76
12/05/2024	139023	Vorpahl Fire & Safety	Annual Fire Extinguisher - Library	280-55110-2410	16895821	97.00
Total 139023:						97.00
12/05/2024	139024	Wisc Dept of Transportation	Deposit in TVRP Program Account - PD	100-45131	12/02/2024	6.00
Total 139024:						6.00
12/05/2024	139025	Wisconsin Public Service	WARM BLDG	100-55200-2220	0401271669-12;11/24	19.36
12/05/2024	139025	Wisconsin Public Service	CITY HALL	100-51600-2220	0401271669-24; 11/24	537.17
12/05/2024	139025	Wisconsin Public Service	CEMETERY	100-54910-2220	0401271669-05;11/24	39.05
12/05/2024	139025	Wisconsin Public Service	PARK SHELTER	100-55200-2220	0401271669-14;11/24	16.21
12/05/2024	139025	Wisconsin Public Service	1300 35th Street - Rec	100-55400-2220	0401271669-07;11/24	51.05
12/05/2024	139025	Wisconsin Public Service	1520 17TH ST - Rec	100-54150-2220	0401271669-04;11/24	1,052.36
12/05/2024	139025	Wisconsin Public Service	1916 COLUMBUS ST - Elec	660-59588-2220	0401781669-10;11/24	118.93
12/05/2024	139025	Wisconsin Public Service	1401 Lake Street	660-49390	0401271669-35;11/24	1,868.57
12/05/2024	139025	Wisconsin Public Service	FIRE DEPT	100-52200-2220	0401271669-03;11/24	187.40

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139025:						3,890.10
12/05/2024	139026	Wisconsin Retirement System	Oct 2024 Contributions	100-21520	OCTOBER 2024	132,170.83
Total 139026:						132,170.83
12/05/2024	139027	Zoro Tools Inc.	Supplies - Wtr	650-59675-3900	INV15287735	105.63
12/05/2024	139027	Zoro Tools Inc.	Supplies - Wtr	650-59675-3900	INV15310759	52.81
Total 139027:						158.44
12/12/2024	139028	4 K's Pest Control LLC	General Pest Control - Sr. Center	100-54150-2410	11/29/24 TR SENIOR CEN	50.00
Total 139028:						50.00
12/12/2024	139029	Aflac Business Services	November 2024 Premiums	100-21590	056602	3,327.90
Total 139029:						3,327.90
12/12/2024	139030	Airgas USA LLC	Cylinder Rent - WWTP	690-59833-2900	5512227306	380.31
Total 139030:						380.31
12/12/2024	139031	All In Technology LLC	WatchGuard T45 Firewall w/ Total Securit	670-59930-2900	182	249.00
Total 139031:						249.00
12/12/2024	139032	Anixter Inc.	Cleaner Solvent Wipes - Elec	660-59588-3900	6136689-00	330.45
Total 139032:						330.45
12/12/2024	139033	Border States Industries Inc	CTs - Elec	660-19370	929471351	2,554.86
Total 139033:						2,554.86
12/12/2024	139034	Cengage Learning Inc. / Gale	Books - A Gift	282-55110-7004	85993379	22.39
12/12/2024	139034	Cengage Learning Inc. / Gale	Books - ALP	280-55111-3430	86025601	98.37
Total 139034:						120.76

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/12/2024	139035	Cretton Enterprises Inc	Pick-Up / Leaves & Dispose - Lib	280-55110-3560	12544	1,388.25
12/12/2024	139035	Cretton Enterprises Inc	Fertilize Isands - P&R	100-55410-2900	12558	188.20
Total 139035:						1,576.45
12/12/2024	139036	Cueto, Gustavo	Refund - Overpayment on Final Bill	660-21130	12/9/2024	73.29
Total 139036:						73.29
12/12/2024	139037	DLT Solutions	Subscription Renewal	100-53100-2410	5268827A	3,469.60
Total 139037:						3,469.60
12/12/2024	139038	DOA/Division of Energy	Refund of Energy Assistance Funds - C.	660-21130	12/9/2024	4.26
Total 139038:						4.26
12/12/2024	139039	Frank's Radio Service Inc.	Radio Service Agreement / December 20	100-52100-2441	126510	194.24
12/12/2024	139039	Frank's Radio Service Inc.	Radio Service Agreement / December 20	100-52200-2900	126509	100.00
Total 139039:						294.24
12/12/2024	139040	Fricke Printing Services Inc	Special Events/Brochurs, Envelopes, Se	262-55320-2910	261115	593.42
12/12/2024	139040	Fricke Printing Services Inc	Customer Service Envelopes	690-59840-3900	261112	65.90
12/12/2024	139040	Fricke Printing Services Inc	Water Service Brochures & Mailing	650-19107	261113	1,641.66
12/12/2024	139040	Fricke Printing Services Inc	2024 Tree Trimming Notices	660-59593-2900	261114	1,144.10
Total 139040:						3,445.08
12/12/2024	139041	Hawkins Inc	Azone-15	650-59641-3910	6931011	3,422.45
Total 139041:						3,422.45
12/12/2024	139042	Hendricks, Catherine M.	Slow Flow Yoga - 11/4/24-12/9/24	100-55300-2900	12/10/2024	700.00
Total 139042:						700.00
12/12/2024	139043	Kaat's Water Conditioning Inc	Water - 6303 Riverview Dr	419-53600-2900	11/30/2024	53.49
Total 139043:						53.49

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/12/2024	139044	Kemira Water Solutions Inc	Chemical - WWTP	690-59824-4910	1004171539	11,176.75
Total 139044:						11,176.75
12/12/2024	139045	Klein's Hardware Hank	Supplies - Elec	660-59588-3900	60436	7.49
Total 139045:						7.49
12/12/2024	139046	Kornely, Alice	Refund - Day Trip Appleton	250-55150-3300	11/26/2024	25.00
Total 139046:						25.00
12/12/2024	139047	Lawson Products	Shop Tools - DPW	100-53200-3900	9312049903	115.07
12/12/2024	139047	Lawson Products	Shop Tools - DPW	100-16120	9312049902	59.49
Total 139047:						174.56
12/12/2024	139048	Manitowoc Disposal Inc	Recycling & Refuse Collect - 11/24/2024-	640-53620-2900	11/24/2024-12/7/2024	16,805.35
Total 139048:						16,805.35
12/12/2024	139049	Manitowoc Engraving Inc	Garbage Stickers	640-53620-3900	32525	1,185.00
Total 139049:						1,185.00
12/12/2024	139050	Manitowoc Public Utilities	5000 Memorial Drive	650-59602-2900	11/30/2024	836.00
Total 139050:						836.00
12/12/2024	139051	Manitowoc Trophy	Ribbons / Christmas Tree Decorating Co	262-55320-2901	47217	31.95
Total 139051:						31.95
12/12/2024	139052	Marco	Usage 8/25/24-11/24/24 - Lib	280-55110-2130	38016749	739.80
Total 139052:						739.80
12/12/2024	139053	McMahon Associates Inc	Phase 1 ESA, Woodland Ind. Park Prope	291-56700-2900	937275	2,300.00
12/12/2024	139053	McMahon Associates Inc	Phase 1 ESA - 1303 19th (Eggers Proper	403-53540-8170	937276	2,750.00
12/12/2024	139053	McMahon Associates Inc	20th St Pond (Eggers) - Eng	680-19107	937339	290.00
12/12/2024	139053	McMahon Associates Inc	SBH Stormwater Anlysis	290-56700-2900	937338	1,777.57

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139053:						7,117.57
12/12/2024	139054	Menards - Manitowoc 3141	Supplies-FD	100-52200-3500	48525	45.62
Total 139054:						45.62
12/12/2024	139055	Miller Implement Co Inc	Forks - DPW	100-53200-2410	31116	1,000.00
Total 139055:						1,000.00
12/12/2024	139056	North Central Laboratories	Lab Supplies-WTP	690-59820-3900	512495	781.15
Total 139056:						781.15
12/12/2024	139057	Pomp's Tire Services	Returned Tires - DPW	100-16120	40080765	777.00-
12/12/2024	139057	Pomp's Tire Services	Tires - DPW	100-16120	40080812	777.00
12/12/2024	139057	Pomp's Tire Services	Tires-DPW	100-16120	40081195	450.32
Total 139057:						450.32
12/12/2024	139058	Powell, Barbara	Refund - Appleton Day Trip	250-55150-3300	11/26/2024	25.00
Total 139058:						25.00
12/12/2024	139059	Prasad, Salil	Refund - Overpayment on final bill	660-21130	12/9/2024	157.20
Total 139059:						157.20
12/12/2024	139060	RESCO	Transformers 1787, 1788 -Elec	660-19368	3055760	49,029.00
Total 139060:						49,029.00
12/12/2024	139061	Schroeder, Lorraine	Refund - Appleton Day Trip	250-55150-3300	11/26/2024	25.00
Total 139061:						25.00
12/12/2024	139062	Shawn Williams Creative-Social Media	Social Media Audit, Strategy, Photo & Vid	258-56700-2100	933	1,150.00
Total 139062:						1,150.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/12/2024	139063	Sprang, Kevin	Straw Bales/Ice Rink Central Park	100-55300-3900	193349	39.00
Total 139063:						39.00
12/12/2024	139064	Suettinger's Keys LLC	Lever Lockset / Service Call - Wtr	650-59643-3900	124473	397.38
12/12/2024	139064	Suettinger's Keys LLC	Locks Re-Key 19th & E River	100-55200-2900	124456	90.00
Total 139064:						487.38
12/12/2024	139065	Thuermer Law Office	Municipal Prosecuting - Nov 2024	100-51340-2121	NOVEMBER 30, 2024	1,655.00
Total 139065:						1,655.00
12/12/2024	139066	Unique Management Services Inc	Nov 2024 Placements	280-55110-2130	6133823	69.90
Total 139066:						69.90
12/12/2024	139067	USCELLULAR	Services 11/8/24-12/7/24 - PD	100-52100-2402	0690490511	13.27
Total 139067:						13.27
12/12/2024	139068	Verizon	Vehicle Tracking Subscription	100-53200-2900	374000063518	9.04
Total 139068:						9.04
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - City Hall	100-51600-3500	215393494	297.50
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - Wtr	650-59642-2900	215393491	201.50
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - Elec	660-59588-2900	215393492	450.00
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - P & R	100-55140-3500	215393586	1,735.00
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - WWTP	690-59834-2900	215393588	404.00
12/12/2024	139069	Vorpahl Fire & Safety	Annual Fire Extinguisher - DPW	100-53200-2900	215393589	874.00
Total 139069:						3,962.00
12/12/2024	139070	Waack, Dakota	Energy Star Rebate - Dishwasher & Refri	660-29253	12/10/2024	50.00
Total 139070:						50.00
12/12/2024	139071	Water Quality Investigations LLC	TWO-003 Two Rivers CCT Implementati	650-59923-2900	1024_38	6,245.13

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139071:						6,245.13
12/12/2024	139072	WDATCP	Lab Water Test Fee/Full Year 2025 - Wtr	650-59930-3210	12/10/2024 - 5637529734	408.00
Total 139072:						408.00
12/12/2024	139073	Winter Equipment Company Inc	Curb Guards - DPW	100-53330-3900	IV60950	6,899.10
Total 139073:						6,899.10
12/12/2024	139074	Wisc Dept of Transportation	DOT Bridge Design Project	452-53300-9983	395-0000375648	8.08
Total 139074:						8.08
12/12/2024	139075	Wisc State Laboratory/Hygiene	Flouride Samples - Wtr	650-59642-2900	793692	29.00
Total 139075:						29.00
12/12/2024	139076	Wisconsin Public Service	RESEVOIR	650-59661-2220	040127169-02;11/24	37.23
12/12/2024	139076	Wisconsin Public Service	SOUTH TWR	650-59661-2220	0401271669-25;11/24	27.89
12/12/2024	139076	Wisconsin Public Service	EAST TWR	650-59661-2220	0401271669-26;11/24	21.79
12/12/2024	139076	Wisconsin Public Service	HIGH LIFT	650-59626-2220	0401271669-32;11/24	127.82
12/12/2024	139076	Wisconsin Public Service	FILTER PLANT	650-59643-2220	0401271669-33;11/24	1,222.21
Total 139076:						1,436.94
12/19/2024	139077	Accurate Appraisal LLC	Dec 2024 Services	100-51530-2130	5035	5,350.00
Total 139077:						5,350.00
12/19/2024	139078	Amazon Business - Debit Memo	CREDIT - FD	100-52200-3850	177F-VXQ6-RQLT	43.99-
12/19/2024	139078	Amazon Business - Debit Memo	CREDIT - FD	100-52200-3850	1Q1D-H67M-X3VK	21.98-
12/19/2024	139078	Amazon Business - Debit Memo	Supplies - FD	100-52300-3900	16QN-7YQP-4VXK	269.52
12/19/2024	139078	Amazon Business - Debit Memo	Supplies - FD	100-52200-3100	1CXD-DT6T-PYQG	16.57
12/19/2024	139078	Amazon Business - Debit Memo	CREDIT - FD	100-52200-3850	1MAR-JHN1-TLQC	43.99-
Total 139078:						176.13
12/19/2024	139079	Amazon Business - Debit Memo	Supplies - DPW	100-16120	1NW3-N4CK-1Y43	1,450.08
12/19/2024	139079	Amazon Business - Debit Memo	Supplies - P&R	100-55300-3900	1MVJ-DQ1X-71XV	411.66

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/19/2024	139079	Amazon Business - Debit Memo	Supplies - Wtr	650-19394	1YT7-QCHK-3CRF	174.82
12/19/2024	139079	Amazon Business - Debit Memo	Supplies - Sr. Center	262-55320-2901	1KQL-J3GJ-79PH	79.98
Total 139079:						2,116.54
12/19/2024	139080	Amazon Business - Debit Memo	Supplies - Clerk	262-55320-2901	1WH3-CTG1-6WK3	161.75
Total 139080:						161.75
12/19/2024	139081	Aurora Medical Center	VLU Funds - Energy Efficiency Upgrades	660-29253	12/17/2024	3,300.00
Total 139081:						3,300.00
12/19/2024	139082	Aurora Medical Group	CDL Exam	690-59852-2900	949439	125.00
Total 139082:						125.00
12/19/2024	139083	Bluestem Forestry Consulting Inc	Development of Standards & Operating	260-55210-2900	228	2,300.00
Total 139083:						2,300.00
12/19/2024	139084	Boardman & Clark LLP	Frontier Pole Contacts - Elec	660-59923-2120	294591	450.00
Total 139084:						450.00
12/19/2024	139085	Boy Scouts Troop 925	Donation / Cool City Christmas-Boy Scou	262-55320-2901	12/12/2024	250.00
Total 139085:						250.00
12/19/2024	139086	Center Point Large Print	Books (ALP) - Lib	280-55111-3430	2134990	46.74
Total 139086:						46.74
12/19/2024	139087	City of Two Rivers	2024 Tax Payment / Parcel 000-052-010-	403-53540-8170	12/13/2024	86.92
Total 139087:						86.92
12/19/2024	139088	City of Two Rivers	Garbage Stickers - Library	640-46310	12/16/2024	99.00
Total 139088:						99.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/19/2024	139089	City of Two Rivers Petty Cash	Replenish Petty Cash Check Book	800-21140	12/18/2024	3,331.30
Total 139089:						3,331.30
12/19/2024	139090	Clearesult Consulting	VLU Funds - Energy Efficiency Upgrades	660-29253	12/17/2024	3,800.00
Total 139090:						3,800.00
12/19/2024	139091	Core & Main LP	COUPLINGS HYMAX 12"	650-19154	W102223	3,049.00
Total 139091:						3,049.00
12/19/2024	139092	Erickson Sports LLC	Embroidery - Elec	660-59921-3900	2228	18.00
Total 139092:						18.00
12/19/2024	139093	Fabian, Paul	Energy Star Rebate - TV	660-29253	12/17/2024	25.00
Total 139093:						25.00
12/19/2024	139094	Forster, Maria	Translation Services provided 12/11/24 -	100-21125	12/16/24	42.00
Total 139094:						42.00
12/19/2024	139095	Friends of the TR Sr Ctr Inc	Donation - Cool City Christmas / Big Sidd	262-55320-2901	12/12/2024	250.00
Total 139095:						250.00
12/19/2024	139096	Gannett Wisconsin LocaliQ	Legal Ads	100-51100-2910	0006774151	868.02
Total 139096:						868.02
12/19/2024	139097	Garage Door Specialty LLC	Repair Garage Door Bldg #3 - Wtr	650-59678-2900	7379	530.00
Total 139097:						530.00
12/19/2024	139098	Grainger	Siupplies - Elec	660-19107	9336282927	118.78
Total 139098:						118.78
12/19/2024	139099	Hach Company	Lab Equipment Certification - WWTP	690-59820-2900	14289253	2,390.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139099:						2,390.00
12/19/2024	139100	Heartland Business Systems LLC	Palo Alto Security Appliance Maintenanc	100-51450-2410	751860-H	2,602.33
Total 139100:						2,602.33
12/19/2024	139101	HydroCorp	Monthly Comm CCR Program - Wtr	650-59664-2900	CI-03476	1,478.00
Total 139101:						1,478.00
12/19/2024	139102	InfoSend Inc.	Utility Bill Mailing - November 2024	690-59840-3110	276437	5,464.07
Total 139102:						5,464.07
12/19/2024	139103	James Leasing LLC	Lease Agreement JL-502 12/6/24-1/5/25	100-54150-2900	19662	134.99
Total 139103:						134.99
12/19/2024	139104	KeepIt Photo Booth LLC	Cool City Christmas Photo Booth - Balan	262-55320-2901	12/12/2024	350.00
Total 139104:						350.00
12/19/2024	139105	Kristoff, Lauren	Donation - Cool City Christmas/Roncalli	262-55320-2901	12/12/2024	250.00
Total 139105:						250.00
12/19/2024	139106	LeClair, Joe	Energy Star Rebate - Dishwasher	660-29253	12/17/2024	25.00
Total 139106:						25.00
12/19/2024	139107	Levene, Mary	Reimbursement for Senior Center Snack	806-52100-2105	12/18/2024	23.28
Total 139107:						23.28
12/19/2024	139108	Machut's Supper Club	Refund - Overpayment on final bill	660-21130	12/18/2024	153.21
Total 139108:						153.21
12/19/2024	139109	Mammoth Construction LLC	Watermain Break - Jackson St	650-59673-2900	2036	2,980.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139109:						2,980.50
12/19/2024	139110	Manitowoc Co Solid Waste	Account #162 - Nov 2024 Service	640-53620-2900	STATEMENT 28808	10,129.31
12/19/2024	139110	Manitowoc Co Solid Waste	Account #165 - Nov 2024 Service	640-53620-2900	STATEMENT 28811	217.52
Total 139110:						10,346.83
12/19/2024	139111	Manitowoc Co Treasurer	County Jail & Driver Improvement Surch	100-21125	12/11/2024	749.67
Total 139111:						749.67
12/19/2024	139112	Manitowoc County Clerk of Courts	Payment from Jose Alejandro Batista Me	100-21125	12/16/2024	175.30
Total 139112:						175.30
12/19/2024	139113	Manitowoc Trophy	Plaque - P&R	100-23158	47338	30.00
Total 139113:						30.00
12/19/2024	139114	Northern Lake Service Inc	4th Qtr DBP Testing - Wtr	650-59642-2900	2421614	740.56
12/19/2024	139114	Northern Lake Service Inc	PFOS Sampling - WWTP	690-59820-2900	2421750	477.50
Total 139114:						1,218.06
12/19/2024	139115	Perry Electric LLC	Temporary Power Boards - P&R	100-55140-2900	1283	560.00
Total 139115:						560.00
12/19/2024	139116	RESCO	Cold Shrink Jacket Seal - Elec	660-59594-3900	3056653	637.50
12/19/2024	139116	RESCO	Stock - Elec	660-59595-3900	3057107	345.25
12/19/2024	139116	RESCO	Stock - Elec	660-59593-3900	3057401	89.25
Total 139116:						1,072.00
12/19/2024	139117	Schaus Mechanical	Boiler Repair	690-59834-2900	SD12427	3,319.75
12/19/2024	139117	Schaus Mechanical	Service - Walsh Field Water Tower	650-59672-2900	SD12966	997.80
Total 139117:						4,317.55
12/19/2024	139118	SEERA Focus on Energy	Focus Program - 11/30/2024	660-29253	NOVEMBER 2024	3,756.55

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139118:						3,756.55
12/19/2024	139119	Shopko Optical	Chase Rohrer / Smongeski Fund Payme	816-54100-2100	11/26/24 CHASE ROHRER	99.99
12/19/2024	139119	Shopko Optical	Bruce Lee / Smongeski Fund Payment	816-54100-2100	11/27/2024 - BRUCE LEE	139.99
Total 139119:						239.98
12/19/2024	139120	St Vincent De Paul	2024 Annual Donation - Value of Local Ut	660-59930-3900	12/12/2024	750.00
Total 139120:						750.00
12/19/2024	139121	Stangel's Snow Removal	Stump Removal - 1924 24th Street	100-55200-2900	0000254	800.00
Total 139121:						800.00
12/19/2024	139122	State of Wisconsin	Nov 2024 penalty surcharges	100-21125	12/11/2024	2,271.67
Total 139122:						2,271.67
12/19/2024	139123	Superior Chemical LLC	Toweling - DPW	100-53200-3500	406208	149.94
Total 139123:						149.94
12/19/2024	139124	Town & Country Engineering Inc.	2024 SDW & CWF Loan Assistance	690-19107	27611	640.00
Total 139124:						640.00
12/19/2024	139125	Towsley's Inc	TRU Logo Pens - Elec	660-59930-3900	739147	632.63
Total 139125:						632.63
12/19/2024	139126	Two Rivers Automotive Inc.	Supplies - FD	100-52210-3900	5172-318738	79.74
Total 139126:						79.74
12/19/2024	139127	Two Rivers Ecumenical Pantry	2024 Annual Donation - Value of Local Ut	660-59930-3900	12/12/2024	750.00
Total 139127:						750.00
12/19/2024	139128	Two Rivers High School Art Club	Donation - Cool City Christmas / Face Pa	262-55320-2901	12/12/2024	250.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139128:						250.00
12/19/2024	139129	Two Rivers Youth Sports Inc.	Girls Fastpitch Clinic -Dec 3, 10, 17 of 20	100-55300-2900	12/18/2024	462.00
Total 139129:						462.00
12/19/2024	139130	U.S. Postal Service	2025 First Class Presort / Permit Type M	100-51900-3110	11/20/2024	350.00
Total 139130:						350.00
12/19/2024	139131	U.S. Postal Service	2025 Annual PO Box Renewal Fee	100-51900-3110	2025	246.00
Total 139131:						246.00
12/19/2024	139132	Vacuum Pump & Compressor Inc	Parts for Compressor - Wtr	650-59643-3900	129601-00	1,536.70
12/19/2024	139132	Vacuum Pump & Compressor Inc	Supplies - Wtr	650-59643-3900	129601-01	323.56
Total 139132:						1,860.26
12/19/2024	139133	Vanderlinden, Jean	Donation - Cool City Christmas Decoratin	262-55320-2901	12/12/2024	250.00
Total 139133:						250.00
12/19/2024	139134	Village of Mishicot Treasurer	Nov 2024 Municipal Court Forfeitures	100-21125	12/11/2024	514.25
Total 139134:						514.25
12/19/2024	139135	Vorpahl Fire & Safety	Service - Sr. Center	100-54150-3500	215393826	1,040.00
Total 139135:						1,040.00
12/19/2024	139136	Walden, Don & Cindi	Energy Star Rebate - Clothes Dryer	660-29253	12/17/2024	25.00
Total 139136:						25.00
12/19/2024	139137	Wisc Dept Of Revenue-DEBITMEMO	November 2024 Sales Tax	640-29410	NOVEMBER 2024	8,709.02
Total 139137:						8,709.02
12/27/2024	139138	U.S. Bank-Debit Memo	Credit Card Usage - NOVEMBER 2024/	100-16000	STATEMENT DATED 12-6-	50,717.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139138:						50,717.99
12/26/2024	139139	ACE Building Service Inc	CIAC Payment Reimbursement - 4313 B	660-29252	12/19/2024	17.06
Total 139139:						17.06
12/26/2024	139140	Adam James Consulting LLC	NOAA Presentation / High Lift Bldg Desig	241-56700-8130	1196	1,050.00
Total 139140:						1,050.00
12/26/2024	139141	Amazon Business - Debit Memo	Supplies - DPW	100-16120	1QWT-WQXF-4K9X	.00
Total 139141:						.00
12/26/2024	139142	Amazon Business - Debit Memo	Supplies - Maint	100-51600-3500	1Y7V-1T97-37NY	375.48
Total 139142:						375.48
12/26/2024	139143	Backler, Tom	Refund - 2024 Real Estate Tax Overpay	800-21130	12/20/2024	2,528.55
Total 139143:						2,528.55
12/26/2024	139144	Ball Auto & Truck Parts Inc	Rivet - WWTP	690-59833-3900	358156	9.99
Total 139144:						9.99
12/26/2024	139145	Bay Verte Machinery Inc.	Circular Saw Blade - P&R	100-55140-3500	543888-00	28.45
12/26/2024	139145	Bay Verte Machinery Inc.	Wet/Dry Vacuum - P&R	100-55140-3500	551489-01	99.99
12/26/2024	139145	Bay Verte Machinery Inc.	Supplies - Rec	100-55140-3500	551489-00	1,139.92
Total 139145:						1,268.36
12/26/2024	139146	Buelow Vetter Buikema Olson & Vliet LL	Labor Attorney - November 2024	100-51410-2130	STATEMENT NO. 191	678.50
Total 139146:						678.50
12/26/2024	139147	Charter Communications	Service 12/19/24-1/18/25 - Sr. Cntr	100-54150-2900	171242001121424	98.86
Total 139147:						98.86

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
12/26/2024	139148	Complete Office of Wisconsin	Center Pull Toweling & Tissue - CH	100-51600-3500	840483	165.31
Total 139148:						165.31
12/26/2024	139149	Crowley Gear	Clothing - PD	209-52100-3901	TRPD111024Y	664.80
12/26/2024	139149	Crowley Gear	Clothing - PD	209-52100-3901	TRPD111024	1,663.00
Total 139149:						2,327.80
12/26/2024	139150	Fricke Printing Services Inc	I Voted Labels	100-51440-2910	261111	20.00
Total 139150:						20.00
12/26/2024	139151	Green Acres Landscaping Inc.	Sod Landscaping	660-19107	39744	350.00
Total 139151:						350.00
12/26/2024	139152	GSD Petroleum LLC	Refund - Overpayment of 2024 Real Est	800-21130	12/19/2024	1,100.20
Total 139152:						1,100.20
12/26/2024	139153	Homb, Dana	Refund - Overpayment of 2024 Real Est	800-21130	12/20/2024	990.23
Total 139153:						990.23
12/26/2024	139154	James Imaging Systems Inc.	Contract RI13707-01 - Coverage Period	100-55140-3100	1515190	617.35
12/26/2024	139154	James Imaging Systems Inc.	Contract RI13705-01 - Coverage Period	100-55140-3100	1515189	170.27
12/26/2024	139154	James Imaging Systems Inc.	Contract RI13706-01 - Coverage Period	100-53100-3100	1515338	444.36
Total 139154:						1,231.98
12/26/2024	139155	Kilps, Nathan	2024 Cool City Christmas Face Painting	262-55320-2901	12/20/2024	66.32
Total 139155:						66.32
12/26/2024	139156	Laack, Olivia	2024 Fall Dance Program	100-55300-2900	12/18/2024	1,372.00
Total 139156:						1,372.00
12/26/2024	139157	Lakeshore Sign & Graphic	PD Design Revisions	100-52100-3900	77	7,200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139157:						7,200.00
12/26/2024	139158	Manitowoc Co Register Of Deeds	Filing Fees - Con/Perm & Subdivision Ma	100-52400-2900	CITY OF TR/INSPECTION	170.00
Total 139158:						170.00
12/26/2024	139159	Manitowoc Disposal Inc	Recycling & Refuse Collect - 12/8/2024-1	640-53620-2900	12/8/2024-12/21/2024	16,805.35
Total 139159:						16,805.35
12/26/2024	139160	Michael & Dennise Rakovszky	CIAC Pymnt Reimbursement-Contract #	660-29252	12/18/2024	1,738.67
Total 139160:						1,738.67
12/26/2024	139161	Minnesota Life Insurance Co	Life Insurance premium - Jan 2025	100-21531	JANUARY 2025	3,987.39
Total 139161:						3,987.39
12/26/2024	139162	Northern Lake Service Inc	TOC Testing - Wtr	650-59642-2900	2421717	65.66
Total 139162:						65.66
12/26/2024	139163	Office Enterprises Incorporated	Maint on Postage Meter Equipment 2/2/2	100-51900-2410	569456	774.00
Total 139163:						774.00
12/26/2024	139164	Parma, Jeffrey	Refund-Overpayment on 2024 Real Esta	800-21130	12/19/2024	355.40
Total 139164:						355.40
12/26/2024	139165	R&J Fricke Inc	9 Bag Concrete - 30th/Jackson	100-16120	16696	2,230.25
Total 139165:						2,230.25
12/26/2024	139166	Schaus Mechanical	Inspect & Clean Heating Equip - Lib	280-55110-2410	SD13155	642.50
Total 139166:						642.50
12/26/2024	139167	Schmidt, Daniel	Refund - Overpayment on 2024 Real Est	800-21130	12/19/2024	309.41

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 139167:						309.41
12/30/2024	139168	Schroeder Irrevocable Trust	Refund - Overpayment on 2024 Real Est	800-21130	12/19/2024	.00
Total 139168:						.00
12/26/2024	139169	Sweeney, Craig	Refund-Overpayment of 2024 Real Estat	800-21130	12/19/24	137.26
Total 139169:						137.26
12/26/2024	139170	Two Rivers Automotive Inc.	Supplies - P&R	100-54910-3900	5172-318927	13.43
Total 139170:						13.43
12/26/2024	139171	West & Dunn LLC	Nov 2024 - General Municipal Matters	100-51340-2120	14354	6,440.00
Total 139171:						6,440.00
12/26/2024	139172	Wisconsin Public Service	Bridge Bldg - Engineering	100-53341-2220	0401271669-30;12/24	16.77
Total 139172:						16.77
Grand Totals:						622,317.00

MEMORANDUM

TO: City Council

FROM: Gregory E. Buckley
City Manager



DATE: January 3, 2025

SUBJECT: Proposed Amendment to Agreement for Sale of Real Estate with Wine Not, LLC
Pertaining to 2023 Washington Street

Attached for your consideration on Monday night is the proposed amendment identified above.

This matter was last in front of the City Council at your meeting of November 18, 2024, where the Council directed that such an amendment be prepared, with key provisions consistent with a staff memo that accompanied that agenda (that memo is also attached).

Among other things, the Amendment allows for Wine Not, LLC, should it sell the property in question prior to December 31, 2025, to recoup 100 percent of its documented eligible expenditures associated with the property--“eligible” per the terms of the original agreement. (Sale proceeds would be divided two-thirds City/one-third developer thereafter.) The figure cited in the Amendment for such expenditures is based on expenses as reported by the developer below:

- Plan design by Vision Architecture- \$6,203.23
- Engineering by Larson- \$1,932.00
- Permits- \$3,912.00
- Dumpster- \$1,769.58
- Asbestos Testing by Environmental Management- \$970.00
- Asbestos Removal by Advanced Asbestos Removal- \$1,585.00
- Demo of building by Tower Excavating- \$21,900.00

Total Construction costs to date - \$38,271.81

Purchase Price- \$10,000

Total costs **\$48,271.81** not including property taxes, snow removal, utilities, and labor cost incurred by Fresh Coast Construction LLC.

BARRY KRAHN

MEMORANDUM

TO: City Council

FROM: Gregory E. Buckley
City Manager



DATE: November 15, 2024

SUBJECT: Agreement Between City and Wine Not LLC Pertaining to 2023 Washington St

Background:

The City acquired this property through a cooperative arrangement with Manitowoc County in April 2020. The property had been vacant and tax delinquent for over 10 years. While the County had the ability to take title to the property after three years of tax delinquency, it did not do so, out of concern for the brownfield nature of the property. (There had been a leaking underground storage tank situation, which was remediated and "closed out" by WDNR, subject to certain ongoing conditions.)

In the interest of seeing the property redeveloped, the City acquired the County's tax foreclosure rights through a "Section 75.106" agreement with WI DNR, which qualified the City for the Local Governmental Unit (LGU) exemption to environmental liability that is available to local units under Wisconsin law. Based on that agreement between the City and WDNR and the County's concurrence, the City was awarded title to the property by Manitowoc County Circuit Court in April 2020.

The property was listed for sale with a realtor in July 2020. It was the subject of a purchase agreement with TA Properties (Tim Klein) for a time--from July 2021 to November 2021. Terms included sale for \$10,000, with a \$5,000 non-refundable down payment. In November 2021, the City Council approved allowing TA Properties to terminate the agreement, with a refund of the \$5,000 deposit; the property remained in the City's ownership.

Purchase by Wine Not, LLC

In December 2021, the City issued a Request for Proposals for redevelopment of the property, indicating a willingness to sell the property for \$10,000, provided that a purchaser invest at least \$100,000 in its redevelopment. While a few parties showed some interest in the property, the only proposal received was from Wine Not LLC.

The City Council on February 7, 2022 approved a purchase agreement with Wine Not LLC; that agreement was signed by the City and Wine Not LLC in April 2022; **a copy is attached**. Principals of

Wine Not, LLC are Curt and Jean Andrews and Barry and Gina Krahn--this entity was also the developer of Cool City Brewing Company.

That February 2022 agreement provided, among other things, that Wine Not LLC would:

--Within 180 days submit plans for redevelopment of the property (by January 2023)

--By September 2023, have completed the project and provided the City with evidence of having invested at least \$100,000 in improvements to the property; to the extent such investment fell short of \$100,000, the balance would be due as a payment to the City.

Plans for the project were approved by the Plan Commission in November 2022. But, as work on the property proceeded, the developers ran into several challenges, which drove up the cost of the project considerably. They cited costs of more than \$500,000 as demolition and rebuilding of a portion of the building was found to be necessary.

Upon request of Wine Not LLC, the City Council approved two extensions of the timetable contained in the purchase/development agreement:

--In June 2023, extending completion deadline to December 31, 2023, but leaving the deadline for proof of investment of at least \$100,000 at September 2023.

--In September 2023, extending completion deadline to July 31, 2024, and extending the deadline for proof of investment of at least \$100,000 to December 31, 2023.

Wine Not ultimately made the determination that it was necessary to demolish the entire building, including the back wall. This complicates redevelopment of the site, as a new building will need to meet the Zoning Code's rear yard setback requirement of 25 feet (old building was built just about up to the property line). That said, this lot does feature 150 feet of state highway frontage, and has good potential as a redevelopment site, either by itself or as part of a larger site assembly.

Last Council Discussion was February 29, 2024

On February 29, 2024, Barry and Gina Krahn of Wine Not LLC met with the City Council in a work session and discussed the challenges of redeveloping the property. They indicated that LLC had invested about \$50,000 in the project to date. Various options were discussed to address the project and the purchase/development agreement going forward, as indicated in the **attached minutes** from that meeting.

While it was intended to bring this issue back to the City Council for some manner of action on the purchase/development agreement, I am sorry to say that has not happened to date. I apologize for the extended delay, but other projects and activities have just taken priority on my schedule, and we have been without a Community Development Director since early June.

To get this matter back "on track," there was discussion in closed session at the Council meeting on November 4, to get feedback from the City Council on this matter before re-engaging with Wine Not LLC. In follow-up to that closed session, I met with Wine Not LLC reps and have included this matter on Monday's agenda for open session consideration. Monday's agenda also provides the opportunity for further closed session discussion if the City Council deems that appropriate for negotiation purposes.

Based on that closed session discussion with the Council and a follow-up meeting with representatives of Wine Not LLC I would still recommend giving that entity a formal, written extension to allow them to pursue marketing/redevelopment of the property, under a new or amended Agreement with the following key terms, consistent with the Council's discussion back in February:

- Wine Not and the City must first agree on the amount of Wine Not's documented investment in the Property (represented to be \$50,000).
- Give Wine Not, LLC until December 31, 2025 to sell the property or to develop it; require that the property be listed within 30 days of signing the new/amended Agreement.
- Provide that the City has a right of first refusal to match any bona fide offers received by Wine Not LLC during the above period.
- If Wine Not LLC sells the property during the above period, allow Wine Not LLC to retain 100 percent of sale proceeds in an amount up to its mutually agreed-upon, documented investment in the property (not to exceed \$50,000); any proceeds in excess of that amount will be split between the City (2/3 of such excess) and Wine Not LLC (1/3 of such excess).
- If Wine Not LLC has not sold the property by December 31, 2025, then the City will have a one-month option period (January 1 to January 31, 2026) during which it can exercise an option to purchase the Property from Wine Not LLC for \$10,000. Closing to take place within 60 days of the exercise of such option.
- If the property has not been sold by December 31, 2025 and the City has not exercised its option to purchase by January 31, 2026, then neither the City nor Wine Not LLC has any remaining obligations under the Agreement.

If the City Council directs that these or other key terms be included in a new/amended agreement, I will proceed to work with our City Attorneys to work up a full agreement to bring back to the Council. If this matter needs further review, I suggest a referral to the Personnel and Finance Committee.

AMENDMENT TO AGREEMENT FOR SALE OF REAL ESTATE
AT 2023 WASHINGTON STREET, CITY OF TWO RIVERS

WHEREAS, The City of Two Rivers (“City”) and Wine Not LLC (“Buyer”) entered into an AGREEMENT FOR SALE OF REAL ESTATE (the “Agreement”) dated April 28, 2022, attached hereto as Exhibit A; and

WHEREAS, said Agreement provided for the sale by the City to the Buyer, for the sum of ten thousand dollars (\$10,000.00), of the following property located at 2023 Washington Street in Two Rivers (the “Property”);

Parcel Number 053-000-037-060.09, more particularly described as Original Plat, Lot 6, Block 37 in the City of Two Rivers, Manitowoc County, Wisconsin.

WHEREAS, the sale of the Property, per the terms of the Agreement, also closed on April 28, 2022;

WHEREAS, said Agreement also included certain conditions to be met by the Buyer, such conditions related to the City’s intent that this long-vacant downtown commercial property, acquired by the City to facilitate its redevelopment, be successfully redeveloped in a timely manner; and

WHEREAS, Buyer proceeded, in good faith, to pursue redevelopment plans for the Property, including preparation of site and architectural plans that were approved by the City’s Plan Commission on November 14, 2022, investigation and abatement of asbestos contained in the structure, before ultimately determining that it was not feasible to renovate the existing building, whereupon it was demolished; and

WHEREAS, the City and the Buyer hereby acknowledge that, as of the date of this Amendment Agreement, certain of the conditions contained in the Agreement have not been met by the Buyer, specifically:

Completion of the redevelopment of the Property, consistent with City-approved plans, which the original Agreement required by September 30, 2023, a deadline twice extended by action of the City Council upon request of the Buyer, to December 31, 2023 (extension approved June 19, 2023) and to July 31, 2024 (extension approved September 25, 2023); and

Buyer providing the City with documentation of expenditures made in satisfaction of Section 4.D, of the Agreement, totaling at least one hundred thousand dollars

(\$100,000.00), by September 30, 2023, a deadline once extended by action of the City Council, upon request of the Buyer, to December 31, 2023 (extension approved September 25, 2023); and

WHEREAS, said Agreement also provides for certain remedies should Buyer fail to meet these conditions, including:

1. In the event the Developer does not timely complete its redevelopment of the Property consistent with the City-approved plans, ownership of the property shall revert to the City upon the City's notice to the Buyer.
2. In the event the Developer does not provide the City with documentation, to the City's reasonable satisfaction, of expenditures made in satisfaction of the investment requirements stated in Section 4.D. of the Agreement, in the amount of at least one hundred thousand dollars (\$100,000.00), then Buyer shall be required to pay to the City a sum equal to the difference between one hundred thousand dollars (\$100,000.00) and the amount of such documented investment; and

WHEREAS, Developer has requested that the City consider modifying the terms of said Agreement, to recognize the unanticipated problems encountered by the Developer in pursuing the redevelopment of the Property, to allow the Developer additional time to redevelop or sell the Property to recoup Developer's investment in the Property to date, and to relieve the Developer of the required payment to the City, should its investment in the Property fall short of the \$100,000.00 investment currently required under the Agreement;

NOW, THEREFORE, THE CITY AND THE BUYER HEREBY AGREE AS FOLLOWS:

1. Terms of the Agreement are hereby modified as stated below (the "Amendment").
2. City retains certain rights to the Property, as hereinafter provided.
3. Based on documentation submitted by the Buyer, the City hereby acknowledges that Buyer has, during its ownership of the Property, invested the sum of **\$48,271.81** toward satisfaction of the investment requirements stated in Section 4D of the Agreement. This amount represents the purchase price of \$10,000, plus investments consistent with the terms of the Agreement.
4. In consideration for the City's agreement to amend the Agreement as stated herein, the Buyer agrees to the following:

- A. Buyer shall list the property for sale with a licensed Wisconsin broker and shall provide the City with a copy of the listing agreement. Such listing shall be effective not later than 30 days following the date signing of this Amendment.
- B. Buyer grants the City a Right of First Refusal on the Property; on the date Buyer executes this Amendment, Buyer shall also execute a Right of First Refusal Agreement with the City, in the form attached hereto as Exhibit B.
- C. Should Buyer sell the Property during the term of this Amendment, it shall have the right to maintain Net Proceeds from closing in an amount up to \$48,271.81. "Net Proceeds" is defined as purchase price less realtor commission, title insurance and usual and customary closing costs. Any Net Proceeds in excess of \$48,271.81 shall be shared with the City, with one-third of such Net Proceeds to be retained by Buyer and two-thirds paid to the City at closing. Buyer shall provide the City with a copy of the closing statement for such sale at least five (5) business days in advance of the closing, and City approval of the closing statement shall be required as a condition of closing. Such approval by the City shall not be unreasonably withheld.
- D. If Buyer has not sold the Property by December 31, 2025, then the City shall have an exclusive option, commencing on January 1, 2026, to purchase the Property for ten thousand dollars (\$10,000.00), provided the City provides Buyer with notice of its intent to exercise such option by January 31, 2026. Closing shall take place within 60 days of the exercise of such option by the City.
- E. If Buyer sells the Property to another party, in a manner that complies with all terms of this Amendment Agreement (including but not limited to notice to the City under Right of First Refusal and sharing of sale proceeds as provided herein), then neither the City nor the Buyer shall have any remaining obligations under this Amendment or the Agreement.
- F. If Buyer has not sold the Property by December 31, 2025, and the City has not notified Buyer of the City's intent to exercise its above-cited Option to Purchase by January 31, 2026, then neither the City nor the Buyer shall have any remaining obligations under this Amendment or the Agreement.

Signatures on next page.

Executed this _____ day of January, 2025.

City of Two Rivers

Wine Not LLC

Gregory E. Buckley, City Manager

By: _____
Title: _____

Amanda Baryenbruch, City Clerk

By: _____
Title: _____

Exhibit A

AGREEMENT FOR SALE OF REAL ESTATE

Agreement for Sale of Real Estate made this 28th day of April, 2022, by and between the City of Two Rivers, Wisconsin, ("the City") and Wine Not LLC, ("the Buyer").

1. **Property Sold.** The City agrees to sell and the Buyer agrees to buy on the terms set forth in this Agreement the real property located in the City of Two Rivers, Manitowoc County, Wisconsin, being parcel number 053-000-037-060.09, more particularly described as follows: Original Plat, Lot 6, Block 37 in the City of Two Rivers, Manitowoc County, Wisconsin.
2. **Price and Terms.** The Purchase price of the Property shall be \$10,000.00, of which \$10,000.00 is paid at the time of the Buyer's signing of this Agreement by cashiers or certified check. This payment of \$10,000.00 shall be non-refundable.
3. **Conveyance.** Conveyance is to be made by warranty deed.
4. **Contingencies.** Sale of the Property is subject to the following conditions:
 - A. Approval of this Agreement by the Two Rivers City Council.
 - B. Subject to and conditioned on compliance with the terms of the agreement the City and the WDNR entered into pursuant to Wis. Stat. § 75.106, a copy of which is attached hereto as Exhibit A and made a part hereof, and compliance with the terms of that statute. Buyer acknowledges the Property has been the subject of environmental contamination. [attach s. 75.106 agreement]
 - C. Within 180 days from the execution of this Agreement, the Buyer shall submit Site and Architectural Plans, per Section 11-1-11 of the City's Municipal Code, to the Plan Commission for review and approval.
 - D. By September 30, 2023, the Buyer shall provide to the City documentation reasonably satisfactory to the City that the Buyer invested \$100,000 in the Property. Such documentation can include contractor invoices, architect invoices, material and equipment costs or other documents establishing an investment of at least \$100,000 in value has been made by Buyer to the Property, to the City's reasonable satisfaction. Such investment may include Buyer's expenditures for materials and equipment necessary for Buyer's redevelopment of the property, and Buyer's expenditures for any contractor work done on the property by contractors *in which neither the Buyer nor any member of the Buyer has an ownership interest nor by which any member of the Buyer is employed.* Any "in-kind" work done by the Buyer or by businesses in

which the Buyer or any member of the Buyer has an ownership interest or by which any member of the Buyer is employed shall not be counted toward such investment. Also, Buyer's purchase of the Property shall not be counted toward such investment.

5. No Representations/ "As Is" Condition. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, AND INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR WHETHER IT CONTAINS ANY UNLAWFUL AMOUNTS OF ASBESTOS OR ANY OTHER HAZARDOUS SUBSTANCES AS DEFINED IN FEDERAL OR STATE LAW. BUYER HAS MADE ALL INSPECTIONS OF THE PROPERTY IT DEEMS NECESSARY TO SATISFY BUYER REGARDING THE CONDITION OF THE PROPERTY FOR THE USE INTENDED BY BUYER, AND IS FULLY SATISFIED AND RELIES SOLELY ON THE RESULTS OF ITS OWN INVESTIGATION IN PURCHASING THE PROPERTY DESCRIBED IN THIS AGREEMENT.

6. Failure to Comply with Contingencies in Section 4. If any contingency is not satisfied, this Agreement shall be voidable by the City on written notice given to the Buyer by personal delivery to Wine Not LLC or sent to the following email addresses: curt@sc3keys.com.

7. Date of Closing. Closing will take place within 60 days of the execution of this agreement. Closing will occur at the Two Rivers City Hall.

8. Date of Completion. The development of the Property is consistent with Site and Architectural Plans as approved by the City Plan Commission and is in compliance with any Building Permits or other permits required for such development shall be completed by September 30, 2023.

If that does not take place, title to the property may revert to the City based on the failure to complete such development. Title to the Property shall revert to the City upon written notice to the Buyer given in the manner set forth in Section 6 of this Agreement, and upon such notice Buyer shall promptly sign and deliver to the City a warranty deed to the Property free of any lien or encumbrance. If Buyer shall fail to do so, it is agreed that the City may obtain a court judgment assigning title to the City and injunctive relief compelling delivery of an appropriate deed if needed. Buyer agrees that if the City is required to take

legal action to enforce reversion of title Buyer shall be responsible for reimbursement to the City of its reasonable expenses and attorney's fees incurred in such legal action. This Section of the Agreement shall survive the closing of the sale of the Property to the Buyer.

Not later than September 30, 2023, Buyer shall provide the City with documentation, to the City's reasonable satisfaction, of expenditures made in satisfaction of the investment requirements stated in Section 4.D of this Agreement. Should such documented investment total less than \$100,000, the Buyer shall be required to pay to the City a sum equal to the difference between \$100,000 and the amount of said documented investment, such sum to be paid within 30 days following written demand by the City.

9. Inability to Perform. If a Buyer is unable to perform any of its obligations under the Offer for reasons beyond the control of the Buyer, the Buyer may terminate the Offer if the Buyer provides written notice of termination to the City/Seller at least 60 days prior to the Date of Completion, September 30, 2023, or Buyer may request in writing an extension of time regarding this Agreement at least 60 days prior to the Date of Completion. The City may grant or deny any request for extension in its sole discretion. Buyer's notice shall specify the cause related to its inability to perform its obligation(s). If the Agreement is terminated as provided in this Section, then title to the Property shall revert to the City as provided in Section 8.

10. Closing Costs and Title Insurance. The Buyer shall be responsible for payment of any real estate taxes on the Property which are levied and assessed after the date of closing. The City, at its expense, shall obtain a title commitment, which shall be available to the Buyer at least 10 days prior to the date of closing. If such commitment shows the existence of any defects in title, the Buyer shall advise the City of the same within 10 days of Buyer's receipt of the commitment, and the Seller shall then have 10 days to remedy any such defect, and closing shall be extended accordingly. If such defect cannot be cured, then this Agreement is voidable at the option of the Buyer. Buyer is responsible for payment of any transfer tax payable, and fees associated with the recording of the Property.

11. Possession. The Buyer will have legal possession and occupancy of the Property as of the date of closing.

12. Survival. The provisions of this Agreement which by their terms extend beyond the date of closing will survive closing.


13. Entire Agreement. This Agreement contains the entire agreement of the parties regarding this transaction. All prior negotiations and discussions have been merged into this Agreement.

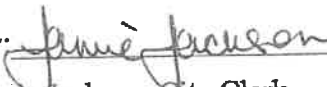
February 7, 2022 (v2)

14. **Authority.** The undersigned represent and warrant that they have full authority to sign and enter into this Agreement on behalf of City and the Buyer, and that the actions necessary to grant them such authority have been duly taken by the City and the Buyer.
15. **Legal Counsel.** This Agreement has been drafted by the attorney for the City acting solely on behalf of the City. If the Buyer desires legal counsel regarding this Agreement or the conveyance contemplated in the Agreement, the Buyer will retain a separate attorney.
16. **Binding Agreement.** This Agreement, as approved by the City Council on February 7, 2022, shall bind, and inure to the benefit of the parties, the City, hereto, the legal representatives, successors and assigns.

SIGNED AND DATED EFFECTIVE AS OF THE DATE SET FORTH ABOVE:

The City of Two Rivers

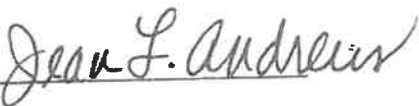

By: 
Gregory E. Buckley, City Manager

By: 
Jamie Jackson, City Clerk

Date: 04/28/2022

Buyer(s):

By: 
By: 

By: 


Date: MAY 3rd 2022

Exhibit B

Return to:
City Manager
City of Two Rivers
1717 E. Park St.
Two Rivers, WI 54241

Pin:

RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY

THIS RIGHT OF FIRST REFUSAL TO PURCHASE PROPERTY (the “**Agreement**”) is made and entered into effective on , 2025 (“**Effective Date**”), by and between **Wine Not LLC** (“**Grantor**”) and **The City of Two Rivers** (“**Grantee**”). Grantor is currently the owner of that certain real estate legally described on Exhibit A attached hereto (the “**Property**”). Grantor hereby grants to Grantee, a Right of First Refusal (“**ROFR**”) in the Property as more particularly set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto promise and agree to pay as follows:

1. **GRANT OF RIGHT OF FIRST REFUSAL.** Grantor hereby grants to Grantee a ROFR to purchase Grantor’s interest in Property under the following terms:

- (a) If at any time Grantor desires to sell the Property or receives a written bona fide offer, which is acceptable to Grantor, Grantee shall have the ROFR to purchase the Property and Grantor shall give Grantee a copy of the proposed offer to purchase. Grantee shall then have the right, until midnight of the date that is ten (10) days following the date of Grantee’s receipt of notice of all terms of said offer, within which to give Grantor notice in writing that Grantee agrees to purchase the Property from Grantor on the same terms and conditions as said offer. If Grantee fails to give

Grantor notice of Grantee's election to exercise Grantee's ROFR, Grantor may then sell the Property to the third-party offering to purchase the Property. If Grantee fails to exercise Grantee's ROFR, and if the sale to the third party fails to close within 60 days after delivery to Grantee of notice of the terms of the third-party offer, then Grantor must again give Grantee notice and the ROFR to purchase the Property before the Property can be sold to any third party, including the third party making the previous offer. Closing shall take place within 60 days of the exercise of such option by the City.

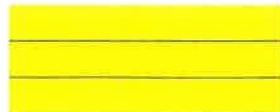
- (b) If Buyer has not sold the Property by December 31, 2025, Grantee shall have the ROFR to purchase the Property and Grantor shall give Grantee a copy of the proposed offer to purchase. Grantee shall then have the right, until January 31, 2026, within which to give Grantor notice in writing that Grantee agrees to purchase the Property from Grantor for the sum of ten thousand dollars (\$10,000.00). Closing shall take place within 60 days of the exercise of such option by the City.
- (c) If Grantor wishes to make a gift of the Property, Grantor shall give notice to Grantee of Grantor's desire to make a gift. Upon Grantor giving notice to Grantee of Grantor's desire to make a gift of the Property, Grantee shall have the right to purchase the Property in the amount the Property is assessed for real estate tax purposes.

2. **TERMINATION.** This Agreement shall terminate upon the consummation of the transfer of the Property to a third party after full compliance with the terms of this Agreement.

3. **NOTICE.** Any notice provided to be given hereunder may be given by either personal delivery, or by United States mail, certified mail, return receipt requested, postage prepaid, addressed as provided below. Notice given by mail shall be deemed given upon the notice being deposited in the mail. However, if notice of a third-party offer is given by mail to Grantee, the hours between midnight, Friday, and midnight, Sunday, shall not be included in calculating the 72-hour period within which Grantee has the right to give notice to Grantor of Grantee's agreement to purchase the Property.

Notice to Grantee shall be addressed as follows:
City Manager
City of Two Rivers
1717 E. Park St.
Two Rivers, WI 54241

Notice to Grantor shall be addressed as follows:



Or at such other addresses as Grantee or Grantor from time to time notify the other in writing that notices should be sent.

4. **SUCCESSORS AND ASSIGNS.** These covenants and agreements herein shall run with the land and shall bind and inure to the benefit of the Grantor and Grantee, and their respective successors and assigns.

5. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. **GOVERNING LAW.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, equity, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the internal the laws of the State of Wisconsin, without giving effect to any choice of law, provision or rule (whether of the State of Wisconsin or any other jurisdiction).

7. **SUBMISSION TO JURISDICTION.** Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America of the Western District of Wisconsin in County of Dane, in the City of Madison, or the courts of the State of Wisconsin in the County of Sauk, in the City of Baraboo, and each party irrevocable submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

8. **WAIVER OF JURY TRIAL.** Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore, each such party irrevocable and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

9. **SPECIFIC PERFORMANCE.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto (i) agrees that it shall not oppose the granting of such specific performance or relief and (ii) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

10. **COUNTERPARTS.** This Agreement may be executed in one or more

counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF this agreement is hereby executed this ___ day of [redacted], 2025.

GRANTOR:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
MANITOWOC COUNTY)

Personally came before me this ___ day of [redacted], 2025. the above named [redacted], to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

GRANTEE:

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
MANITOWOC COUNTY)

Personally came before me this ___ day of _____, 2025, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission: _____

*This instrument drafted by:
Sean P. Griffin
SBN: 1122605
West & Dunn LLC
207 W. Main Street
Waunakee, WI 53597*

EXHIBIT A
Legal Description of the Property

Parcel Number 053-000-037-060.09, more particularly described as Original Plat,
Lot 6, Block 37 in the City of Two Rivers, Manitowoc County, Wisconsin.

CITY OF TWO RIVERS

RESOLUTION

AUTHORIZATION OF REFUND OF OVERPAYMENT OF ROOM TAX DOLLARS

WHEREAS, the City of Two Rivers (the “City”), pursuant to Wis. Stat. § 66.0615(1m), collects Room Tax Dollars from the owners of residential dwellings that have been rented.

WHEREAS, the City, pursuant to Wis. Stat. § 66.0615(1r), collects room tax dollars from marketplace providers of short-term rentals.

WHEREAS, the City received a notice of claim from a tax payer, Baeten Lakeshore Properties LLC, who paid the room tax owed on income received from renting out a short-term rental listed on a marketplace provider.

WHEREAS, said marketplace providers, Airbnb, Inc. and HomeAway.com, Inc. d/b/a VRBO, also paid room tax owed on the same income received from renting out the same short-term rental.

WHEREAS, the City finds, upon audit of the City’s and Baeten Lakeshore Properties LLC’s records pursuant to Wis. Stat. § 66.0615(2), that Baeten Lakeshore Properties LLC has paid \$31,000 in duplicate and excess room tax payments to the City of Two Rivers.

NOW, THEREFORE, The City Council of the City of Two Rivers, Wisconsin, does hereby ordain as follows:

SECTION 1. The City of Two Rivers shall allow the claim of Baeten Lakeshore Properties LLC in the amount of Thirty One Thousand and 00/100 dollars (\$31,000).

SECTION 2. The City of Two Rivers Council directs the City of Two Rivers Finance Director to refund to the property owner the balance allowed in Section 1.

SECTION 3. This resolution shall take effect after the date of its passage and upon publication.

Adopted by the Council of the City of Two Rivers, Manitowoc County, Wisconsin this _____ day of _____, 202_.

Scott Stechmesser
President, City Council

Gregory E. Buckley
City Manager

Attest:

Amanda Baryenbruch, City Clerk

Approved as to form and legality:

Sean P. Griffin
City Attorney