



**TWO
RIVERS**
WISCONSIN

CITY COUNCIL MEETING

Monday, August 15, 2022 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: Jeff Dahlke, Tracey Koach, Bill LeClair, Darla LeClair, Tim Petri, Jason Ring, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski

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

5. INVITED GUESTS

A. A. Bill Kiel, Domažlice Sister City Committee, Regarding City Acceptance of "Friendship Table" Sculpture by Czech Artist and Placement at City Park

Recommended Action:

Motion to read and adopt the resolution

B. Louis Kumbalek, Firefighter/Paramedic

6. PUBLIC HEARING

Individuals present at the meeting will be allowed up to 3 minutes to voice their opinions

A. Consider Public Input Regarding Possible Ordinance Amendment to Allow Operation of ATV's and UTV's on Streets Highways Within the City

Recommended Action:

Following public input, provide direction for any next steps regarding this matter

7. INPUT FROM THE PUBLIC

8. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

9. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

10. CITY MANAGER'S REPORT

A. Status Update/Reports

1. Staffing Updates

2. 17th Street Reconstruction Project

3. Central Park West 365 Project
4. Mural at Neshotah Park
5. Aurora Medical Center National Award for Sustainability
6. Room Tax Avenues
7. Update on Litigation involving Manitowoc Area Visitor Convention Bureau and the City of Manitowoc
8. Other
9. Upcoming Events:
 - a. Concert in Central Park: Clipper City Chordsmen, Thursday, August 18, 6:00-8:00 PM
 - b. Movie at the Beach, Jurassic Park, Friday, August 19, 8:30 PM, Neshotah Beach
 - c. Band on Neshotah Beach: Breakwater Rocks, Sunday, August 21, 2:00-6:00 PM
 - d. Concert in Central Park: Out of the Blue, Thursday, August 25, 6:00-8:00 PM
 - e. Band on Neshotah Beach: Running Blind, Saturday, August 27, 5:00-9:00 PM
 - f. 17th Annual Kites Over Lake Michigan, September 3-4, Two Rivers High School
 - g. Other

B. Legislative/Intergovernmental Update

11. CONSENT AGENDA

A. Presentation of Minutes

1. City Council Meeting - August 1, 2022

Recommended Action:

Motion to waive reading and adopt the minutes

B. Minutes of Meetings

1. Lester Public Library, July 12, 2022
2. Plan Commission, August 8, 2022
3. Architectural Control Committee, July 27, 2022
4. Environmental Advisory Board, July 19, 2022

Recommended Action:

Motion to receive and file

C. Department Reports, July 2022

1. City Clerk
2. Community Development
3. Electric
4. Fire
5. Inspections
6. Library
7. Parks & Recreation
8. Police
9. Public Works
10. Safety
11. Water

Recommended Action:

Motion to receive and file

D. Applications and Petitions

1. Application for New Combination Class "B" Beer/"Class B" Liquor License Application to be effective from date of closing to June 30, 2023 for Choppers Tap, LLC, 1822 Adams Street - Aaron Bernas, Agent (Property is currently licensed to Donna Prausa, dba Dick's Wonder Bar)

Recommended Action:

Motion to approve the application and authorize issuance of the license upon closing of property sale

2. Application for Operator License - Recommended for Denial by Police Chief - Adam Gauthier

Recommended Action:

Motion to deny the application, based on the recommendation of the Police Chief

E. Summary of Verified Bills for the Month of July for \$1,781,720.19

Recommended Action:

Motion to receive and file

RECOMMENDED ACTION FOR CONSENT AGENDA

Motion to approve the Consent Agenda with the various actions recommended

12. CITY COUNCIL - FORMAL ITEMS

A. Resolution Authorizing Inter-Fund Loan to Fund \$28,000 Equipment/Technology Purchase - for Airing Council Meetings "Live" on Spectrum Cable

Recommended Action:

Motion to waive reading and adopt the resolution as presented

B. City Manager's Appointments to the Business Improvement District Board Library Board

Recommended Action:

Appointment of Joanne Kouba, to Business Improvement District Board, to a term expiring May 1, 2024 filling the vacancy created by the resignation of Chong Chow; and Katie Stone to the Lester Library Board of Directors, to a term expiring May 1, 2024 filling the vacancy created by the resignation of Thomas Van Horn

C. Ordinance Adopting and Enacting a New Code for the City of Two Rivers, Providing for the Repeal of Certain Ordinances Not Included Therein; Providing a Penalty For the Violation Thereof; Providing for the Manner of Amending Such Code; and Providing When Such Code and This Ordinance Shall Become Effective (Implementing Change to Municode from General Code)

Recommended Action:

Motion to waive reading and adopt the ordinance

D. Authorization to Order Stage Structure for the Central Park West 365 Project

Recommended Action:

Motion to authorize purchase of the stage from Porter Corporation of Holland, MI, in the amount of \$204,700 from funds budgeted in the capital projects fund for this project

E. Wisconsin Wildlife Damage Abatement and Claim Program Application from Randy Meyer--to Allow Shooting of Geese on Undeveloped Industrial Park Property Owned by City, Leased by Mr. Meyer

Recommended Action:

Motion to authorize City Manager to sign on behalf of the City as landowner

F. Approval of Development Agreement with Wine Not, LLC Addressing Terms for \$250,000 WEDC Community Development Investment Grant Assistance to be Funded Through the City--Assistance to Cool City Brewing Company Project at 1718 West Park Street

Recommended Action:

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

13. FOR INFORMATION ONLY

A. Personnel and Finance Committee Meeting, Monday, August 22, 2022, 10:00 AM

B. City Council Work Session Meeting, Monday, August 29, 2022, 6:00 PM

C. City Council Regular Meeting, Tuesday, September 6, 2022, 6:00 PM

14. CLOSED SESSION

The City Council reserves the right to enter into Closed Session, per Wisc. Stats 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session

--Discuss possible property purchase

15. RECONVENE IN OPEN SESSION

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

16. ADJOURNMENT

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

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

It is possible that members of and possibly a quorum of governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no 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.



**CITY OF TWO RIVERS
RESOLUTION
AUTHORIZING ACCEPTANCE OF FRIENDSHIP TABLE
SCULPTURE TO BE CREATED BY
CZECH ARTIST VÁCLAV FIALA,
FUNDED THROUGH EFFORTS OF THE
TWO RIVERS-DOMAZLICE SISTER CITIES COMMITTEE
AND PLACED AND MAINTAINED IN A CITY PARK SPACE**

WHEREAS, the City of Two Rivers has since 2017 enjoyed the benefits of a Sister Cities relationship with the City of Domazlice in the Czech Republic—a relationship between our beautiful, lakefront city in the heart of North America and that beautiful, historic city in the heart of Europe born of the World War II experience of Lt. Co. Matt Konop, U.S. Army 2nd Infantry Division, of Two Rivers, who in May 1945 helped liberate that city from which his grandparents had emigrated to Manitowoc County; and

WHEREAS, this friendship between our cities has been furthered through exchange visits by adults and students from the two communities, the most recent in May-June of this year; and

WHEREAS, the arts are an important component of this relationship, with high school music students from both cities participating in concerts with students in their Sister City, the creation of commemorative posters at Two Rivers' Hamilton Museum of Wood Type and Printing, and other activities; and

WHEREAS, in further commemoration of the special, historic relationship between the United States and the Czech Republic, specifically the City of Domazlice, a new memorial, the work of noted Czech artist Vaclav Fiala, was unveiled in Domazlice in June 2021. The sculpture features a granite monolith with the Czech and American flags and a table with a modeled traditional Czech Chod hat and an American Army helmet, plus the inscription "We came not to take anything of yours. We came with an idea: Freedom;" and

WHEREAS, friends of the Two Rivers – Domazlice Sister Cities Committee have recently pursued having artist Fiala create a companion sculpture for placement in Two Rivers, further commemorating the special, historic link between our two communities—that sculpture, in the form of a "Friendship Table" again featuring Chod peasant and American G.I. headgear, is shown in the illustration attached hereto; and

WHEREAS, that committee, operating under the structure of the Two Rivers Historical Society, will take responsibility for contracting with the artist and securing the necessary funds for compensating the artist and shipping the artwork to Two Rivers, but requires the cooperation of the City of Two Rivers in several respects, as hereinafter stated;

NOW, THEREFORE, BE IT RESOLVED that the City of Two Rivers hereby makes the following commitments necessary to make this exciting public art addition to our city a reality:

1. To accept ownership and maintenance responsibility for the sculpture upon its arrival in Two Rivers;
2. To allow for placement on City Park property, in a location to be mutually agreed upon by the City and the Sister Cities Committee, in consultation with the artist;
3. To accept, on behalf of the Friendship Table project, a generous donation of 100,000 Czech koruna (currently about \$4,200 U.S.) to the City of Two Rivers, which shall then be forwarded to the Sister Cities Committee for the express purpose of assisting this project, whose total cost is estimated at approximately \$28,000 U.S. plus shipping and installation;
4. To assist the installation of the sculpture here in Two Rivers, by City having City forces install a concrete slab or other foundation that the City Engineer deems reasonable and cost effective, for placement of the sculpture; and

BE IT FURTHER RESOLVED that the City shall not have direct financial responsibility for the creation, fabrication or installation of the Friendship table sculpture, other than to the extent specifically identified herein; and

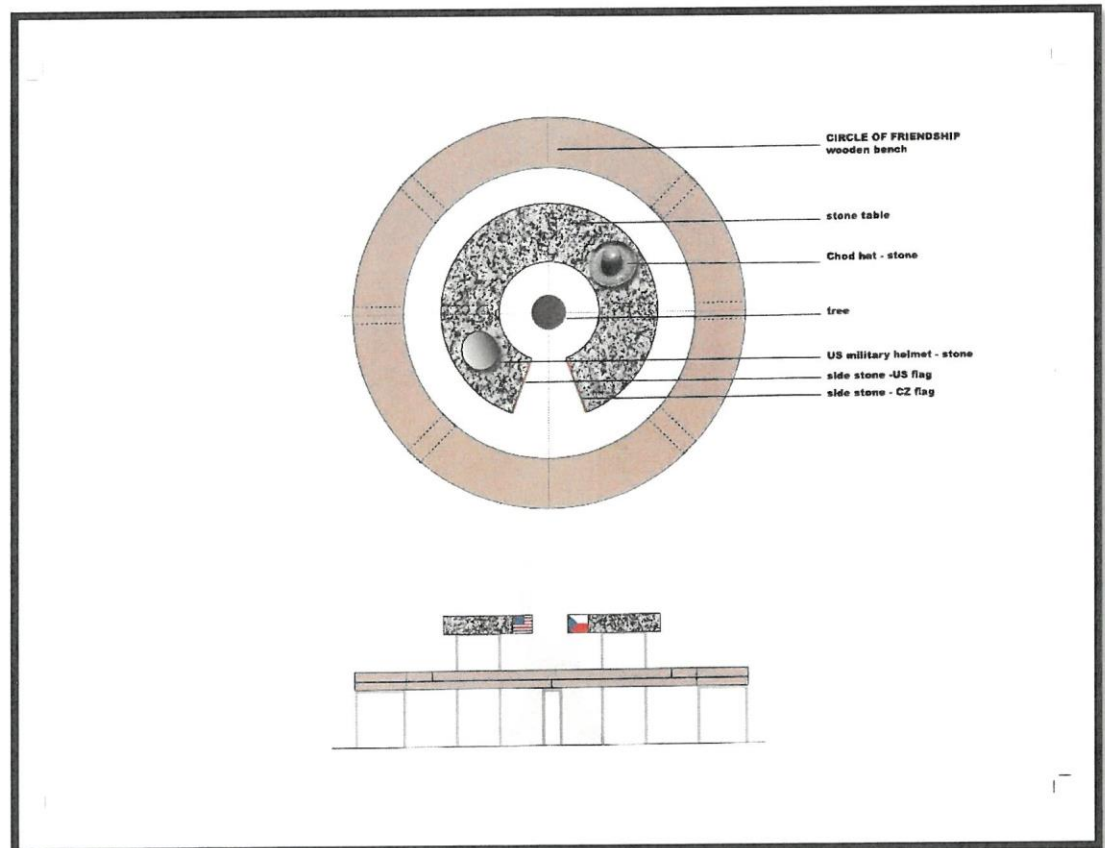
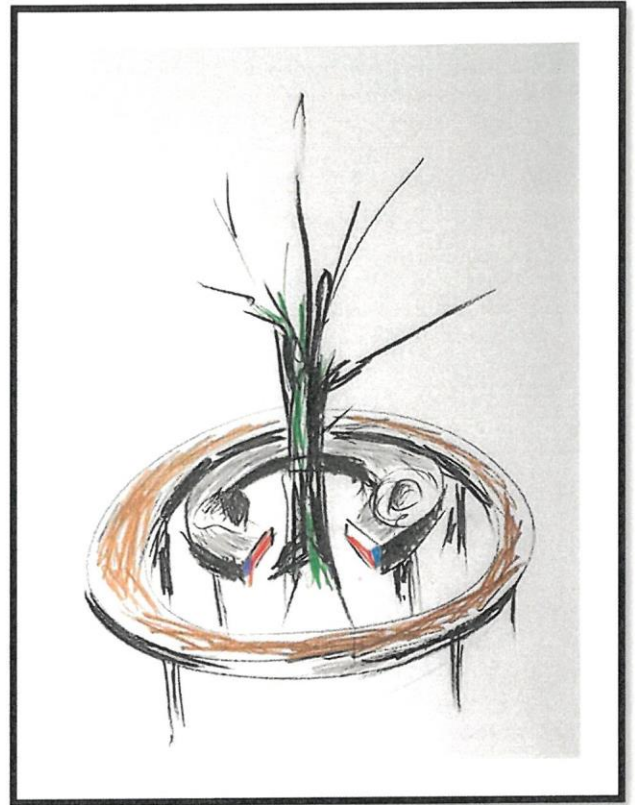
BE IT FURTHER RESOLVED that the City encourages community support for this new piece of public art, planned to soon grace Two Rivers and honor our friendship with the people of Domazlice.

Approved this 15th day of August, 2022.

Councilmember

Gregory E. Buckley, City Manager

PROPOSED TWO RIVERS FRIENDSHIP TABLE





Two Rivers - USA - 2022



--MEMORANDUM--**TO: City Council****FROM: Gregory E. Buckley**
City Manager**DATE: August 12, 2022****SUBJECT: ATV'S and UTV'S on City Streets**

Following public input at a well-publicized public hearing on Monday night, the City Council is expected to provide direction on any "path forward" for possibly allowing the operation of all-terrain vehicles (ATV's) and Utility Terrain Vehicles (UTV's) on City streets.

The purpose of this memo is to summarize City staff concerns about allowing such use, based both on citizen input to date and on research on what would be involved if such on-street operation is permitted.

The staff recommendation, based on input not only from the Police Department but also from Community Development, Tourism and other City staff, is that the City Council not pursue an ordinance that would allow such operation.

1. Negative impacts on community quality of life. Not to say that some local ATV and UTV owners might see the ability to operate on local streets as an enhancement to their quality of life, but many residents have expressed concerns about noise, unsafe operation, "cruising" neighborhoods and local attractions like the beach, that they perceive as negative.

Many of these concerns have been expressed in e-mails directed to the Council through the City Clerk's Office, which as of this Friday afternoon are running 47 to 3 **against** any change in the current prohibition on ATV's/UTV's on City streets.

While several area towns have allowed ATV and UTV use on town roads, we need to remember that **we are a city, not a town.** City streets are generally curbed and guttered, without gravel shoulders, neighborhoods are built with a much greater density, with smaller lot sizes than in the towns, and there are no large, open parcels that can be accessed by traveling along the shoulder of the road for a short distance, like "out in the town." Residents of cities tend to have greater concerns about issues like neighborhood noise, streets tracked up with dirt or mud, or vehicles parked on the grass in front yards than is the case out in the country. That is probably why most mid-sized cities in our part of Wisconsin—including Manitowoc, Sturgeon Bay, Sheboygan, Port Washington and plenty of others, do not allow such machines on city streets.

2. Little perceived economic benefit. As has been pointed out numerous times during the extended discussion of this topic, there are no ATV/UTV trails within nor even close to our city. There are no public ATV trails in Manitowoc County. Many of the cities and villages in Wisconsin that have opted to allow ATV's and UTV's on local streets are indeed located on or near to such trails—they want to facilitate access to and spending by trail users at local businesses.

In short, there is little to no economic benefit anticipated from allowing ATV's/UTV's on city streets. And they could detract from the experience of visiting some of our major visitor attractions, like the beach.

3. You can't enter or exit the City on a route where ATV's/UTV's are "Street Legal." ATV's/UTV's are not allowed on State highways outside of the City limits, nor are they allowed on County highways in Manitowoc County. The only "town road" that accesses any part of the City is Woodland Drive, which would access only a few properties on the City's far west side (hospital, Woodland Industrial Park).

(BTW, both the Manitowoc County Traffic Safety Commission and the County Highway Committee in the Fall of 2021 considered allowing ATV's/UTV's on county roads; both voted to **deny** the request.)

4. State law severely limits the City's ability to regulate ATV's and UTV's locally, even if we do have some "great ideas" about how a local ordinance might be crafted. Most significant is the language of Wis. Stats. 23.33(11)(am) 1., which states:

23.33 All Terrain Vehicles and Utility Terrain Vehicles

(11) Local ordinances.

(am)1. Any county, town, city, or village may enact an ordinance that is in strict conformity with this section and rules promulgated by the department under this section if the ordinance encompasses all aspects encompassed by this section, except as provided in subds. 2., 3., and 4. and s. 349.11 (11).

(NOTE: the exceptions cited in the language above relate only to use of highway bridges by ATV's/UTV's, to use of ATV's/UTV's for snowplowing, and to the ability of local units to allow ATV's/UTV's on local streets and roads)

This language is interpreted by both the Police Chief and the City Attorney to mean, among other things, that the City cannot impose local registration requirements for ATV's/UTV's, nor impose local licensing requirements for their operators.

Further, the State law requires that any law or regulation applying to ATV's must also apply to UTV's, and vice versa. You could not allow one on City streets without allowing the other.

5. The Two Rives Police Department, which would be charged with enforcing any local ordinance, recommends against allowing ATV's and UTV's on City Streets.

In addition to the various reasons cited above, Chief Kohlmeier has pointed out that ATV's and UTV's are not regulated under the State's Motor Vehicle Code, but under DNR statutes and regulations—a whole new body of law that officers would be required to be trained in and enforce if a local ordinance as proposed is enacted. Such an investment of City and TRPD resources does not seem appropriate, in light of limited resources and the other public safety issues already facing this city.

For all of the above reasons, the staff recommendation is to **not allow** the operation of ATV's and UTV's on streets in the City of Two Rivers.



NOTICE OF PUBLIC HEARING

Section 6, ItemA.

SHOULD THE CITY ALLOW THE USE OF ATV'S AND UTV'S ON CITY STREETS?

WHEN: MONDAY, AUGUST 15, 2022

**WHERE: CITY HALL, 1717 E. PARK STREET,
TWO RIVERS, WI 54241
3RD FLOOR COUNCIL CHAMBERS**

TIME: 6:00 PM DURING REGULAR COUNCIL MEETING

Individuals present at the meeting will be allowed up to 3 minutes to voice their opinions.

Written comments ahead of the meeting can be submitted to the City Clerk via email at jjackson@two-rivers.org or by mail to: City Clerk, PO Box 87, Two Rivers, WI 54241



See enclosed "ATV/UTV Fact Sheet." Information is also posted on the City's website, www.two-rivers.org under "ATV/UTV HEARING."

Have a question on this topic? Send your question to the City Clerk as noted above. You will receive a reply, and City staff will do its best to post answers to all questions presented in advance of the hearing, under a "Q & A" section on the website announcement pertaining to ATV's and UTV's.



CITY OF TWO RIVERS

ATV/UTV FACT SHEET

What is an ATV?



All-terrain vehicle — is defined by state statute (Section 23.33) and is representative of the adjacent pictures. Generally, an ATV has 3 or more wheels and is equipped with a seat that is straddled by the rider. ATV's Weigh 900 pounds or less.



What is an UTV?

Utility terrain vehicle — is also defined by statute and common variations of a UTV are shown here. Generally, a UTV has 4 or more wheels and is designed to carry passengers in addition to the driver. UTV's can weigh up to 3,000 pounds.



ATV/UTV USE ON PUBLIC STREETS

GENERAL CONSIDERATIONS

- ATVs/UTVs are only permitted on city streets if allowed by ordinance. The City of Two Rivers currently does not allow the use of ATVs/UTVs on streets within the City.
- UTVs can be allowed or restricted on designated ATV routes, but if the City allows UTV's on any street, it MUST also allow ATV's. CITY CANNOT allow only UTVs on streets.
- Local Ordinances cannot be more restrictive than WI State Statute relating to operation and penalties for ATV/UTVs [WI Statutes 23.33(11)(am)]

COMPARED TO GOLF CARTS

- Golf carts can be allowed on both County Hwy's & State Hwy's without special DOT permission
- Golf carts are more neighborhood friendly –quiet, slow moving
- **ATVs/UTVs have the ability to operate at far higher speeds than golf carts.** Most ATVs/UTVs can travel as fast as 65-70 MPH
- Golf carts governed under the motor vehicle statutes (Chapter 346 Rules of Roadway) and are subject to the SAME penalties as a motor vehicle
- ATV's/UTV's are governed under DNR Regulations (Chapter 23)
 - ATV/UTV OWI: \$500-600 forfeiture, no 2nd or subsequent OWI violations apply to other vehicle types (e.g. Boats-ATV-Car)
 - UTV/ATV OWI's do NOT count towards other motor vehicle OWI's
 - Open intoxicants ARE allowed on an ATV/UTV
 - No driver's license required if born after 1988-safety certificate (2 hr. online course)

OTHER FACTS

- ATV/UTV use on public streets is allowed by State Statute under these circumstances only:
 - Farm use
 - Snow removal within 2 miles of residence only
 - Police/Fire/City maintenance exemption on roadways
 - By ordinance created by a city, town or village in strict conformity with statute
- Majority of ATV/UTV fatalities are on roadways (paved surfaces)
- Manitowoc County has not given permission for operation on any County Highways
 - Approx. 2/3 of Manitowoc County allows ATV/UTV on Township roads only
 - No authorization has been given to operate on County or State Highways.
 - No ATV/UTV routes or trails connect to the City of Two Rivers
 - ATVs/UTVs not allowed in Point Beach State Park
- Motor vehicles always have right of way – UTV/ATV generally at fault in accidents
- State law doesn't require helmets 18+
- Seatbelt laws: Not applicable to ATV - Seatbelts required for passengers only on UTV
- Persons with suspended, revoked or no WI Driver's License can operate an ATV/UTV
- State Statute allows ATV/UTV emitting sound levels of up to 96 decibels; the standard stationary noise limits in Two Rivers are:
 - 60 decibels DAYTIME - 50 decibels NIGHTTIME (after 10PM)
 - 70 decibels ALL TIMES for industrial/business districts
- State doesn't require insurance for UTV's/ATV's
- **There is no mandatory reporting for NON-injury accidents for UTV's/ATV's – as a result,** accident data is greatly under-reported
- Signage needed for ATV/UTV roads-trails per guidelines by DNR – Often paid for by local ATV clubs
- Manufacturer warnings against operation on roadways due to: soft tires, tire tread, rear differential lock, seating, high center balance vs golf carts
- Two Rivers Police Officers are neither trained nor experienced in enforcing DNR regulations



**TWO
RIVERS**
WISCONSIN

POLICE DEPARTMENT

Section 6, Item A.

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



March 29, 2021

To: Gregory E. Buckley, City Manager
From: Brian W. Kohlmeier, Chief of Police
Ref: UTV Usage within City

The subject of allowing UTV/ATV use within the City of Two Rivers has been brought up a number of times in recent past. The most recent discussion came about shortly after the ordinance regulating golf cart use on roadways was created. Chief Collins addressed that inquiry in 2018/2019 and it was rejected by the City Council at that time. In May of 2020, this topic was brought before the City Council and after input from the police department in consultation with the WI DNR, the City Council voted not to allow such usage.

Most recently, this topic has been brought forward, however, excluding ATV use and focusing on UTV use only. Not much has changed in the 10 months since it was last discussed at Council. Attached to this memo is a listing of considerations that was put together last year. These are simply notes and do not include detailed information on each point. Please note there is some repetition as a result of further categorizing some of the points.

The Police Department does not recommend UTV usage on roadways within the City of Two Rivers based on a number of serious safety and regulatory factors. The Police Department does not believe that the few reasons a segment of the population may desire such usage in the City in any way outweighs the multitude of concerns supporting their prohibited use on city streets. Police Department staff along with a representative from the WI Department of Natural Resources will be present at the Council Meeting to answer any questions.



ATV/UTV USE ON ROADWAYS

CONSIDERATIONS

(2019 – 2020 - 2021)

GENERAL CONSIDERATIONS

- **Majority of UTV/ATV fatalities are on roadways**
- **DESIGNED FOR OFF-ROAD USE!**
- Golf cart ordinances generally restrict operation on roadways with speed limits of 35mph or less
- The State of WI has never given permission to local jurisdictions to operate UTV/ATV on state roads
- No operation on State Hwy's except to cross to another trail
- Manitowoc County has not given permission for operation on County roads
- **No other community in WI of a population of approx. 11,000 or greater allows use of UTV/ATV openly on roadways.**
- Oconto area has reported numerous problems – In the area of schools
- Possible increase in traffic accidents & accidents w/injury
- MV's always have right away – UTV/ATV generally at fault in accidents
- ACT 183 allows street tires on UTV/ATV but most don't – this is a major factor in fatality accidents
- State law doesn't require helmets 18+
- Seatbelt laws not adequate - Seatbelts required for passengers only (not driver)
- 16 w/safety certificate for UTV/ATV on roads before 1988 exempt from safety certificate online courses (requirement)
- Significant additional training: Laws MV vs. UTV/ATV differences for enforcement (open intoxicants, licenses, OWI, etc.)
- All those w/o DL's could now operate (suspension/revocations due to OWI)
- Golf carts: Slow moving vehicle & can be held to MV laws-UTV's/ATVs can't
- Noise problems-State Statue –decibels (96) & Special procedure to enforce
- Only a few township routes in Manitowoc Co, no trails, county roads, state roads
- State doesn't require insurance for UTV/ATV
- Amplified sound potentially greater to rise above machine noise & wearing helmets
- Hours of operation?
- **No mandatory reporting of accidents for UTV/ATV's** - Accident data-greatly under reported
- If road not designated – not legal to operate an UTV/ATV
- Signage needed for UTV/ATV roads-trails per guidelines by DNR
- **Manufacture warnings against operation on roadways due to: soft tires, tire tread, rear differential lock, seating, high center balance vs golf carts**
- **Ability to operate at far higher speeds than golf carts.** Most UTV/ATV 's can do upwards of 65-70 MPH

- Road maintenance due to aggressive torque and tire treads - damage to road shoulders due to off-road design

Compared to Golf Carts

- Golf carts can be allowed on both Cty Hwy's & State Hwy's
- Golf carts are more neighborhood friendly –quiet, slow moving
- Likely to have significantly less golf carts than UTV/ATV's
- Golf carts governed under Chapter 346 Rules of Roadway
- UTV/ATV governed under Chapter 23
 - UTV/ATV OWI has 500-600 forfeiture, no 2nd or sub across vehicles types (Boats-ATV-Car)
 - UTV/ATV OWI's do NOT count towards other OWI's
 - UTV/ATV - Open intoxicants allowed
 - UTV/ATV - No driver's license required if born after 1988-safety certificate (2 hr. online course)

Regulations to Consider for Ordinance

- **Most penalties (IF included/added) would be at ordinance level ONLY**
- Tires
- Lights, markings, and mirrors
- Driver's license requirement
- Insurance mandate
- Sound deadening
- Alcohol use restrictions
- Safety gear & seatbelts requirements
- Hours of operation
- Speed limitations
- Road/street restrictions
- Park restrictions/grass areas
- Road position restrictions

OTHER CONSIDERATIONS

- **Recent communities rejecting UTV/ATV use: Two Rivers, Oconto, and Suamico**
- No UTV/ATV routes or trails near Two Rivers, closest Kewaunee ATV Park & Newton
- Training requirements for officers (3 realms: Ordinance, Traffic Statutes, DNR Statutes)
- Additional enforcement obligations-----SIGNIFICANT
- Not attracting anyone to Two Rivers or contributing to economic development
- Not allowed in Point Beach State Park adjacent to Two Rivers



**TWO
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WISCONSIN

Jamie Jackson <jamjac@two-rivers.org>

ATV issue

1 message

Terry Paulow <tpaulow@hotmail.com>

Fri, Aug 12, 2022 at 12:44 PM

To: "jamjac@two-rivers.org" <jamjac@two-rivers.org>

As a resident of Two Rivers I am strongly opposed to ATV and UTV travel in the city. The image they create is not what this city needs. Please keep them off our streets.

Terry Paulow. 616 21st St.

Sent from my T-Mobile 5G Device
Get Outlook for Android

*sent to
Council 8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV Public Hearing

1 message

Brenda De Bruyn <bjdebruyn72@gmail.com>

Fri, Aug 12, 2022 at 10:22 AM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

To all concerned:

I want to register my opposition to allowing ATVs and UTVs on city streets. Having read the information sent out by the city, I am concerned about several items highlighted. Both speed abilities and noise level of these vehicles are problematic. Other concerns are that no insurance is required, no driver's license is required, open intoxicants are allowed, no seatbelts or helmets are required, and persons with suspended or revoked driver's licenses are allowed to operate them.

I live just north of Neshotah Park and we contend with drivers exiting the park or trying to access the park from 22nd St. (not allowed because of the one way traffics through the park). Most people are polite, but we do get a fair amount of traffic coming on to 23rd Street and some are speeding and noisy (motorcycles). Some also continue north on Neshotah Road at unsafe speeds and some cars have been observed to "drag race" on the road. Allowing ATVs and UTVs on the city streets will just exacerbate this problem.

Thank you for hearing my concerns.

Brenda De Bruyn
2304 Neshotah Road, Two Rivers

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

Fwd: Form submission from: Contact Us

1 message

Dave Dassey <davdas@two-rivers.org>
To: Jamie Jackson <jamjac@two-rivers.org>

Fri, Aug 12, 2022 at 8:35 AM

Dave Dassey
I.T. Assistant
City of Two Rivers

----- Forwarded message -----

From: **Two Rivers Wisconsin** <tworivers-wi@municodeweb.com>
Date: Thu, Aug 11, 2022, 8:14 PM
Subject: Form submission from: Contact Us
To: <davdas@two-rivers.org>

Submitted on Thursday, August 11, 2022 - 8:14pm

Submitted by anonymous user: 131.93.92.60

Submitted values are:

First Name marylou
Last Name rulseh
Email mlrulseh@yahoo.com
Phone Number 9205535058
Question/Comment

I disagree with allowing atv on city streets. Am I wrong In saying they are regulated by the dnr?

I BELEIVE alcohol is allowed on vehicle. How can this be regulated?

I believe these vehicles belong in the woods, not on our beach.

This is a crazy idea. Typically, you don't see a senior citizen on such a vehicle, nor do you see a lot of people in their 50s.

Can you even give them a speeding ticket? Where are these vehicles registered?

Do they have license plates? This is under the direction of dnr. Can they park on the street?

We have a nice quiet town, a beautiful beach. Let's not trash it up

The results of this submission may be viewed at:

<https://www.two-rivers.org/node/7/submission/135>

*Sent to
Council
8-12-22*



**TWO
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Section 6, Item A.

Jamie Jackson <jamjac@two-rivers.org>

atv

1 message

Lisa Bandy <lkb0135579@gmail.com>

Thu, Aug 11, 2022 at 3:38 PM

To: jjackson@two-rivers.org

not a good ideal for people crossing the street . atv driver's don't think rules of the road apply to them..& would not fare well in a car crash.. thanks john

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

UTV/ATV use on city streets

1 message

tmculligan@charter.net <tmculligan@charter.net>
To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Thu, Aug 11, 2022 at 2:41 PM

Hello, my name is Tim Culligan and I live at 2200 45th Street in Two Rivers with my wife, Michaelyn.

Two Rivers has allowed UTV/ATV's on the roadway during the winter months for the purpose of snow removal since I believe 2010. I do not know of any issues the city has had in the past regarding operation of these types of vehicles. The city of Wisconsin Dells now allows UTV/ATV's on the city streets, and we all know how busy the Dells is.

This past weekend my wife and I spent the weekend in Reedsville, Wisconsin and was pleasantly surprised to see UTV/ATV's operating on the roadway within the city of Reedsville. In fact, a number of UTV/ATV's were operating from Reedsville to Seven Lakes Golf Course in Valders. After The weekend, I reached out to a county deputy asking if they have had any negative issues regarding UTV/ATV use on the roadway. I was informed they have not. The deputy also informed me that Keil also just voted to allow UTV/ATV use on city streets.

I have heard concerns regarding the safe operation of these type vehicles in the roadway. A UTV with its seatbelts and roll cage is clearly safe. The ATV I don't see as being any different than a moped, trike motorcycle, motorcycle, and much safer than a golfcart with small children sitting on a rear facing seat with no seatbelts, like we currently see. There are currently over 46,000 miles of approved road routes in Wisconsin. If there were any issues/concerns, I believe we would have heard about it.

The concerns over the 1% that may create a negative issue could easily be handled by revoking the permit issued to the owner/operator.

I hope you vote yes to allow UTV/ATV's on the roadway as I believe it will have a positive impact on the local economy.

Thank You
Tim Culligan

*Sent to Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV

1 message

Ginny Matthews <ginmatth@gmail.com>

Thu, Aug 11, 2022 at 7:52 PM

To: "jamjac@two-rivers.org" <jamjac@two-rivers.org>

J Jackson,

I am definitely, definitely, definitely opposed to ATVs and UTVs on any street in Two Rivers. Opposed for many of the reasons stated in the flyer, especially the fact that no driver's license is required or can be driven by those with a suspended or revoked license, no insurance is required, they are loud, and will most likely be dangerous to other drivers, bikers, and pedestrians.

Thank you,

Ginny Matthews

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

Fwd: Public Hearing regarding whether or not to allow ATVs and UTVs on city streets

1 message

Lisa Bandy <lkb0135579@gmail.com>
To: jjackson@two-rivers.org

Thu, Aug 11, 2022 at 4:35 AM

----- Forwarded message -----

From: **Lisa Bandy** <lkb0135579@gmail.com>
Date: Wed, Aug 10, 2022 at 8:57 AM
Subject: Public Hearing regarding whether or not to allow ATVs and UTVs on city streets
To: Lisa Bandy <lkb0135579@gmail.com>

I want to voice my opposition against any changes to city ordinances which would allow ATVs and UTVs to drive on city streets. I understand that people enjoy riding their recreational vehicles and I would be happy to support some place for them to do so. Those places, however, should be away from residential areas where people want to relax and unwind. Two Rivers, being both a residential city and a vacation destination may be more susceptible to the impact of recreational vehicles than most communities. Some people feel entitled to do whatever they want when they're on vacation which can include activities like driving faster, louder or later than what the ordinance actually allows. That changes the very feel of a neighborhood and realistically it takes a lot more work to reverse the changes after they are made.

I can put up with a lot of things from neighbors but one of my pet peeves is noise. I know that there's little I can do to stop the M-80s or whatever it is that people set off around the 4th of July and I doubt that it would do any good to call the police.

Twenty years ago when my husband and I were looking for a vacation/ retirement home, we looked at several houses near Lake Como and in Sheboygan and Manitowoc. Among the most important reasons for deciding to buy a home in Two Rivers along with proximity to the lake was the sense of peace and quiet in the neighborhood. I have reflected on that tranquility and how fortunate I feel for having decided to move to a neighborhood with a strong sense of community where most of the residents live here year round and take care of their properties rather than a neighborhood which has a much larger influx of visitors in the summer months.

No one wants nuisance disturbances or to have police out all the time trying to curtail problems. Both change the feel of a neighborhood.

Thank you for hearing Two River's residents on this matter.

Sincerely,

Lisa Bandy

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV

1 message

Collette Tegen <cmtegen@gmail.com>

Tue, Aug 9, 2022 at 6:41 PM

To: jjackson@two-rivers.org

I am totally against permitting ATVs/UTVs on any Two Rivers streets. They present policing problems and any number of safety issues. Why would you want to create more enforcement work the police department?

Please do not pass this ordinance permitting them.

Thank you.

Collette Tegen

1527 Deer Brook Dr

Two Rivers

Sent from my iPhone

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV on city streets

1 message

Scott Reeners <srreeners@yahoo.com>

Tue, Aug 9, 2022 at 4:59 PM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Good Morning,

Here are my comments on the proposal to allow ATV/UTV's on the streets of Two Rivers:

1. I own property in northern Wisconsin on an ATV/UTV trail. I have had no problems as the trail my cabin is on is part of a trail system that goes on for hundreds of miles. Therefore, there are plenty of places to use these vehicles as they were intended--off-road.
2. Use of ATV/UTV's on the streets of the various villages and towns are allowed "Up North" to provide passage from one trail to another--that's it.
3. While I am not opposed to ATV/UTV's it seems unreasonable to allow them on the streets of Two Rivers as there are no corresponding trails in or out of the city.
4. My major concerns are these: open intoxicants are allowed on ATV/UTV's which can lead to poor operation and drunk driving; no driver's license is required so those who have lost their driver's license due to repeated OWI's may operate these vehicles; noise levels are too high for streets where houses are close together which amplifies street noise; and my number one concern is ATV/UTV's being driven on the beach and through parks which will cause irreparable damage and danger to those trying to use the parks for other recreation. It will be difficult for Police Officers to chase down offending vehicles through the parks and/or beach.
5. Since the Two Rivers Police Officers don't have experience or training in enforcing DNR regulations, it will require a DNR Officer to respond to any issues and to my knowledge, there are no DNR Officers in Two Rivers.
6. My final comment is actually a question: Why does anyone feel the **need** to drive an ATV/UTV on the streets of Two Rivers? Aren't cars, golf carts, and bicycles options enough?

This proposal seems to be addressing an issue that doesn't exist and creates a problem that the city does not need. Let's concentrate our efforts on creating a safe and quiet atmosphere for our residents and guests.

Thank you!

Scott Reeners
2016 Lincoln St.
Two Rivers, WI 54241

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

Re: ATV/UTV

1 message

Greg Buckley <grebuc@two-rivers.org>

Wed, Aug 10, 2022 at 11:22 AM

To: David VanGinkel <tworiversclothingcompany@charter.net>

Cc: Tim Petri <tpetri@two-rivers.org>, Tracey Koach <tkoach@two-rivers.org>, lthomas@two-rivers.org, Bill LeClair <bleclair@two-rivers.org>, "LeClair, Darla" <dleclair@two-rivers.org>, "Shimulunas, Bonnie" <bshimulunas@two-rivers.org>, Jason Ring <jring@two-rivers.org>, Jeff Dahlke <jdahlke@two-rivers.org>, Adam Wachowski <awachowski@two-rivers.org>, Scott Stechmesser <sstechmesser@two-rivers.org>, Jamie Jackson <jamjac@two-rivers.org>

Hello Dave--

Per the Council's direction, City Clerk Jamie Jackson will scan and forward a copy of this email to all Council members, along with any other emails on the subject received this week.

BTW, you have included one former Council member (Larry Thomas) in your email and left out one current Council member (Scott Stechmesser). I have added Scott to this reply.

Thanks for sharing your views.

Greg

On Wed, Aug 10, 2022, 10:16 AM David VanGinkel <tworiversclothingcompany@charter.net> wrote:

Good Morning, Two Rivers City Council,

I am just writing this email to weigh in, with my personal opinions of the ATV/UTV debate. I may not be able to attend the meeting, so here are my thoughts on the subject. Greg, please print copies of this email, and include them in each Council-person's packets for distribution tomorrow.

"Noise level"

I have heard time and again- "We don't want these things on the roads, because they're too loud". These statements are very misleading, and actually go against what we have historically stood for in this town. First, ATV's and UTVs are not that loud. I'd invite the Council to head to their favorite dealership that sells UTVs. Ask them to start a new UTV, and then have them start any big motor motorcycle. From the factory, most ATV/UTVs come with fairly quiet exhaust. This is because of emissions, and the fact that many land owners and such, do not want the noise on their property, etc. With that said, many ATV/UTV owners do put louder, aftermarket exhausts on their machines to enhance performance, increase fuel economy, or because they want them louder. But, that can be said for anything on the road. If a particular vehicle on our streets, is in fact, "too" loud, the TRPD should pull them over, and cite them. On the contrary, over the last 2 decades, Two Rivers has hosted an incredibly popular and successful "Two Rivers Cool City Classic Car Show & Cruise Night. About a decade ago, we even hosted, on the same weekend, the Cool City Classic downtown, AND The WI HOG Rally at Neshotah. We LITERALLY celebrate custom, LOUD vehicles in this City!

"Speed"

"Those things are just too fast!" This one is really simple. We have posted speed limits throughout the City. Speed, or drive reckless, and get pulled over. No different than if someone is driving stupid in their car. It's black and white.

Sent to Council 8-12-22

"Trails"

"We don't have any UTV trails in the area, I doubt anyone would come here just to ride their UTV on the street."

While we do not have a trail system for UTVs right now, we do have established snowmobile trails, etc. Who knows what could develop, just like anything else? Few years ago, we didn't have kayak trails, and I'm old enough to remember no bike trails. Also realize, that not everybody who owns a UTV goes mud running or trail riding with it. Some owners like their machines clean, and just like to cruise them around. We are a BEACH TOWN. If we allowed them on the roads, and up to Point Beach and Scheffels campground, we would see a definite increase in tourism here. (Lots of campers bring golf carts to campgrounds, and there's no golf course...)

Those would be the 3 main battle cries I am hearing from the opposition. Now, I am going to give a little bit of personal experience, and what I think should be adopted. First thing, is I would absolutely, 100%, separate "ATV/UTV".

UTVs are built with roll cages, and most have side impact structure built in as well. They are literally designed with crash in mind.

ATVs are smaller "4-wheeler" machines, and are not nearly as safe as a UTVs. In my opinion, they probably should not be on the roads from a safety point of view, but they're really no less safe than motorcycles, so I think it comes down to a Freedom thing, versus a Govt. body picking and choosing, based on who's circulating the most (all) petitions.

Golf Carts. While they are already legal, I think it should be looked at again, while we're discussing this. Golf carts can't even maintain the speed limits. I own a downtown property and have watched golf carts hold up traffic, semi-trucks, etc. Not to mention, that if you're in a situation that you need to quickly get out of, most golf carts do not have quick acceleration, and if you have to turn quickly, they're incredibly tippy. UTVs may be "faster", but at least they can get out of the way, quickly. Golf carts have zero crash safety built in, and almost never have seat belts. As a personal experience, I've been thrown from a golf cart, when I didn't know the driver was going to take a hard left. At least I was on a grass fairway...

In closing, after over a year of thought on the subject, I think this should come down to a "All or None" situation, or the debate will never end. If you're going to allow Golf carts, which already have their own list of complaints, you need to allow them all, and enforce the rules of the road. I personally feel that UTVs on the road are safer than Golf Carts. Allowing UTVs would bring in a whole new demographic of people to our town, and allow residents with these machines to use them more. I'd vote to give it a shot. If there's issues, modify the ordinance, moving forward, but don't pick and choose.

Thank you for your time, and consideration.

David VanGinkel (Owner)

Two Rivers Clothing Company

Two Rivers Cannabis Company

1422 Washington St. T.R. WI 54241

920-553-9231



Jamie Jackson <jamjac@two-rivers.org>

No on ATV/UTV Use, Please

1 message

Lisa Morley <LisaKMorley@outlook.com>

Wed, Aug 10, 2022 at 11:44 AM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Dear Clerk and Council,

I am writing to ask that you vote against permitting ATVs and UTVs on the Two Rivers streets, or to expanding their use in any way in Two Rivers.

These vehicles are loud. This area is already strangely loud because there are lots of motorcycles and old cars. I have lived in much more crowded and urban areas but this area is tops for excessively loud trucks and motorcycles.

Also, they are dangerous, and not just for the driver. A driver has the choice to operate a vehicle that has no seatbelt, but ATV/UTVs are small enough to escape the eyes of motorists and pedestrians and fast enough to hurt them. Also, I understand that ATV drivers do not need to have insurance in case of an accident, and that people who have already proven themselves to be too irresponsible to drive a car are able to drive an ATV/UTV. Expanding their use puts others in the community at greater risk.

Finally, I found this nonprofit website to be a good source of information and include it in case it is of interest:
<https://consumerfed.org/off-highway-vehicle-safety/>

Because of the above safety concerns and noise concerns, I ask that you do not permit additional use of ATVs on Two Rivers streets.

Thank you for the opportunity to submit input on this issue.

Sincerely,

Lisa Morley

1605 26th Street

Two Rivers, WI 54241

Tel. 651.429.4737

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV Issue - comments

1 message

Gerry Neuser <GerryNeuser@manitowocountywi.gov>
To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Tue, Aug 9, 2022 at 1:10 PM

Thank you for taking written comments regarding this issue.

Please accept this email as our opposition to allowing ATV's and UTV's on city streets in Two Rivers.

Two Rivers Law Enforcement opposes their use on our City Streets.

We support their determination and feel the council should support it as well.

There are also other concerns that should be taken into account:

- These vehicles are not designed and built for public roads and lack basic public road required safety equipment.
- ATV's and UTV's are meant for off-road trail riding. We are not connected to an ATV/UTV trail system like some rural communities are, so there is no business need to take ATV's/UTV's into the City.
- They do not have the same type of mufflers as cars or trucks. They are loud and there will inevitably be complaints.
- These vehicles will be a traffic hazard.

Thank you for your consideration.

Gerry & Cory Neuser

419 Highland Ct.

Two Rivers WI

*sent to
Council
8-12-22*

This message is intended for the use of the person or organization to whom it is addressed. It may contain information that is confidential, privileged, or otherwise protected from disclosure by law. If you are not the intended recipient or a

Received in
Mail 8-8-22.

To City Clerk

I say no ATV/UTV in the city, there are trails for them to use. There is 2 houses in the next block over from us who already are a nuisance. They ride ATV, mopeds, and snowmobiles up and down the streets and sidewalks, they impede walkers and street traffic with their vehicles anytime they please. These type will abuse any, and all privileges for everyone! Thanks

Sent to
Council
8-12-22



Jamie Jackson <jamjac@two-rivers.org>

ATV and UTV

1 message

Brian Portzen <bportzen@gmail.com>

Mon, Aug 8, 2022 at 8:19 PM

To: jjackson@two-rivers.org

Please do NOT allow use of ATVs and UTVs on City streets for the following reasons:

Cost to TRPD for training.

Additional TRPD responsibilities

Safety issues on streets

Noise on streets

Open intoxicants on ATVs/UTVs? That's crazy.

Please vote no

Brian Portzen

1605 26th St

Two Rivers, WI 54241

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

John Vasey ATV/UTV Comments

1 message

John Vasey <emcmssjvk@yahoo.com>

Mon, Aug 8, 2022 at 12:08 PM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

The following are my comments for the Public Hearing scheduled for 15 August 2022.

Should the city allow the use of ATV's and UTV's on city streets?

My answer is NO, NO, and NO, for the following reasons;
(I am a former ATV owner, 15 years)

- the increase in noise levels (almost doubling), would be reason alone to seek residence in elsewhere.
- the City's emergency services already have a full workload. Allowing ATV/UTV use in the city would increase their burden with responding to additional accidents/issues.
- the city does not connect to any ATV trail system. ATV/UTV users should go north and enjoy the vast trail system available for them to use.
- no drivers license. no insurance, no accident reporting (non-injury), open containers....this all means NO ACCOUNTABILITY!!!

Respectfully,
John K. Vasey

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

*sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV and UTVs on TR city streets

1 message

Michael Garey <michaelrgarey@icloud.com>

Sun, Aug 7, 2022 at 10:28 AM

To: jjackson@two-rivers.org

We're sure many public officials and others will be saying everyone they hear from is in favor. This is simply a reflection of who they speak to, not a reflection of the general populace. Everyone we speak to, including us, thinks it is a terrible idea to allow unlicensed, uninsured drivers of speedy recreational vehicles on TR city streets. Already enough hazards on our streets with licensed drivers who don't drive well. We live adjacent to Neshotah Beach and see far too many close calls with pedestrians crossing to the beach and hot rodders thinking this is a place to show off. Please don't allow ATVs and UTVs in town.

Michael R & Jenene G Garey
724 Zlatnik Dr, Two Rivers, WI 54241 920-793-2389

*Sent to
Council
8-12-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV - UTV HEARING

1 message

Kevin Hagerty <khags@charter.net>

Fri, Jul 29, 2022 at 11:06 AM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

The only way I would consent to this proposal would be if ATVs and UTVs were subject to the same laws and regulations as other motor vehicles i.e.: cars, trucks and motorcycles. This is an extremely dangerous situation being proposed for city of Two Rivers streets! I really hope this does not go any further.

*Kevin J Hagerty*Sent from  for Windows*Sent
to Council
8-5-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV

1 message

Jayne Rulseh <rulsehj@gmail.com>

Fri, Jul 29, 2022 at 6:46 AM

To: jjackson@two-rivers.org

Hi

This letter is being written to let the city council members know I'm against ATV traffic in the city of Two Rivers .

These Vehicles are meant for trails and are very noisy. This isn't the type of look we want for our wonderful city with our great beach and bicycle trails and state park.

The tourism that is coming into our city now is coming in to get away from noise this will create so much noise. I also feel this will put an extra strain on our police department. If the council wants to bring in tourism the focal point should be on the businesses on Main Street not adding a noise factor to our city.

Jayne Rulseh

Sent from my iPhone

Sent to
Council
7-29-22



Jamie Jackson <jamjac@two-rivers.org>

ATVS and UTVS

1 message

Donna Kryzenske <donnaandronk@att.net>

Fri, Jul 29, 2022 at 4:46 AM

To: jjackson@two-rivers.org

We would like to voice our opposition to allowing the use of ATVS and UTVS on the streets of Two Rivers. Here are our reasons:

1. they are able to reach speeds that will make them unsafe to other motorists, pedestrians and bicyclists.
2. open intoxicants allowed, this needs no explanation.
3. no driver's license required, an accident waiting to happen with no seatbelts required. Can be operated by folks with a suspended/revoked license.
4. they are very LOUD.
5. the manufacturers recommend not operating on highways and streets.

We feel that allowing these vehicles to operate within Two Rivers will be dangerous to our residents. Please do not allow this to happen.

Sincerely,
Donna and Ron Kryzenske
Residents of Two Rivers

Sent from my iPhone

*Sent to
Council
7-29-22*



Jamie Jackson <jamjac@two-rivers.org>

ATVs UTVs

1 message

Nancy Juedes <nancyjuedes65@gmail.com>

Wed, Jul 27, 2022 at 3:14 PM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

I am not in favor of the use of ATVs UTVs in the city. There is enough problems with the golf carts already and to add ATVs and UTVs would be very dangerous. We are not a rural community and we are all highways on all sides. There is no way they would abide with not going on the highways to get where they want to go. There is enough for the police to take care of without adding this burden on them. Also being as they cannot really enforce anything will get out of hand very quickly. Thank you

Sent to
Council
7-29-22

To Whom it may concern:

I Donald Dewitt, 3430 Adams St am 130 percent
percent against any.

ATV'S

UTV'S

Golf carts

Electric wheel chairs

Scooters

Snow mobiles

using city streets. they pay nothing for
maintainance of said streets. They arn't Built
for city use. They arn't hisconal or Equipte
for Street use. Vote NO!!!

Thank You



P.S. The city will have to Chaing There
way of doing some things!!!

sent to
Council
7-29-22





Jamie Jackson <jamjac@two-rivers.org>

ATV's/UTV's

1 message

Jacque Meneau <yatya270@gmail.com>

Tue, Jul 26, 2022 at 1:54 PM

To: jjackson@two-rivers.org

Just a note to let you know we are against letting these recreation vehicles on the city streets. As drivers we already have enough between the motorcycles, mopeds, bikes and E-bikes, rollerblades and motorized skateboards, golf carts and farm utility vehicles. We don't need anymore potential hazards on our streets.

Kenneth Meneau

Jacque Meneau

Sent from my iPhone

*Sent to
Council
7-29-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV's on city Streets

1 message

Julie Juedes <jjuedes@acuity.com>

Mon, Jul 25, 2022 at 8:31 AM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Good Morning,

I wanted to note my opposition to AVT's and UTV's driving on city streets. Living in the Sandy Bay Highlands, we already see atv's occasionally zipping down our street and driving around on the undeveloped land in the subdivision. I can tell you that they are driving fast, reckless, and the machines are loud. It is a nuisance to the neighborhood. The police will get calls to check it out, but because they are busy with important things, by the time they are able to get there the atv's/utv's have moved on. This is already happening. Why we would allow this all over the city and put even more nonsense on our police department is beyond me. I am opposed.

Thank you.

Julie Juedes – 2917 Sandy Ridge Drive.

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Sent to
Council
7-29-22



Jamie Jackson <jamjac@two-rivers.org>

Form submission from: Contact the Council

1 message

Two Rivers Wisconsin <tworivers-wi@municodeweb.com>
Reply-To: Two Rivers Wisconsin <tworivers-wi@municodeweb.com>
To: jamjac@two-rivers.org

Sat, Jul 23, 2022 at 8:10 AM

Submitted on Saturday, July 23, 2022 - 8:10am

Submitted by anonymous user: 24.183.12.83

Submitted values are:

First Name Chris
Last Name Eggert-Rosenthal
Address 2816, 2816 35th Street
City Two Rivers
State WI
ZIP 54241
Phone 3345464282
Email cnor1101@yahoo.com
Subject/Topic off road vehicles on city streets
Message

I have seen several ATV and other such vehicles on the the city street recently and am definitely apposed to seeing more of them driving on public roads. The operators of these observed vehicles were driving tooo fast to effectively stop for pedestrians or other sudden objects. these vehicles are designed for off road for a reason--travel and rec off road. Please do not consider legalizing this in TR
Would you like us to contact you? Yes, by email
Attachment

The results of this submission may be viewed at:

<https://www.two-rivers.org/node/5111/submission/118>

Sent to
Council
7-29-22



Jamie Jackson <jamjac@two-rivers.org>

Use of ATV's and UTV's on City Streets

1 message

Dolly McNulty <mcdolly@lakefield.net>

Sat, Jul 23, 2022 at 5:23 PM

To: jjackson@two-rivers.org

I do not think we should allow any unlicensed motorized vehicle on city streets.

Dolly McNulty
1509 Deer Brook Drive
Two Rivers WI 54241
Cell: 920-860-3743
mcdolly@lakefield.net

 **Dolly McNulty.vcf**
1K

*Sent to
Council
7-29-22*



Jamie Jackson <jamjac@two-rivers.org>

Form submission from: Contact the Council

1 message

Two Rivers Wisconsin <tworivers-wi@municodeweb.com>

Thu, Jul 21, 2022 at 12:25 PM

Reply-To: Two Rivers Wisconsin <tworivers-wi@municodeweb.com>

To: jamjac@two-rivers.org

Submitted on Thursday, July 21, 2022 - 12:25pm

Submitted by anonymous user: 147.219.53.37

Submitted values are:

First Name Louise

Last Name Euclide

Address 2730 34th Street

City Two Rivers

State WI

ZIP 54241

Phone

Email

Subject/Topic ATV/UTV use on city streets

Message

I am against allowing ATV/UTV use on Two Rivers' city streets. To do so would cause significant concerns for both the city and residents. Noise levels, pollution levels and safety are of great concern, not to mention the significant issue of liability to the city and residents. Let's keep our streets and neighborhoods as safe and peaceful as we can. Thank you. Would you like us to contact you? No, do not contact me

Attachment

The results of this submission may be viewed at:

<https://www.two-rivers.org/node/5111/submission/114>

*Sent to
Council 7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

ATVs and UTVs on City Streets

1 message

Deborah Brotcke <dbrotcke@comcast.net>

Thu, Jul 21, 2022 at 9:04 AM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Good morning, I am writing to urge the city of Two Rivers to **not allow** the use of ATVs and UTVs on our city streets for the following reasons:

1. It is alarming that persons with suspended or revoked licenses or no driver's licenses can operate an ATV/UTV. Consequently, immature operators and those who have lost their licenses are making split second decisions regarding rules of the road at 65-70 miles an hour.
2. Our police department officers are not trained in enforcing DNR regulations.
3. Drivers of autos on our city streets are so busy watching for children and adults on bikes as well as electric scooters and bikes. The electric bikes and scooters already travel faster than a manually operated bike.
4. The noise generated by ATVs and UTVs are much higher than the standards allowed in our city.
5. I have already observed young kids operating ATVs in Paddler's Park, using it like a race course and they were driving in the grassy areas there as well.
6. Because these vehicles require no insurance to operate, any accident with an insured auto, regardless of whose fault, will be assumed by the insured. How is that fair?
7. How could the chaos created by these vehicles be good for tourists or those pondering moving to this lovely fishing village?
8. How can an already stretched police force assume yet another responsibility for which they are not trained?

We can see no benefit to the city of Two Rivers in allowing ATVs and UTVs on city streets. We urge City Council members to vote against this proposal.

Deborah & James Brotcke
2708 River Lane
Two Rivers, WI 54241
dbrotcke@comcast.net
815-762-5173

Sent to
Council 7-22-22



Jamie Jackson <jamjac@two-rivers.org>

ATV - UTV hearing

1 message

Ricky Pelishek <rpelishek@charter.net>

Wed, Jul 20, 2022 at 2:40 PM

To: jjackson@two-rivers.org

Good Morning.

My vote would be, NO" on allowing ATV's - UTV's on city streets.

Mobility scooters, golf carts and LSV (low speed vehicles) have a defined use on city streets

* Mobility scooters provide seniors and mobility impaired people with the ability to get around and enjoy their town safely and inexpensively.

* Golf carts provide affordable transportation in town for not only seniors, but others who want to use "greener" options to larger gas using vehicles (for gas fueled ones) or total "green" with electric vehicles.

* Electric LSV's are a step up which can be enclosed or have other conveniences, but still are limited in speed and safe to operated on city streets.

Allowing ATV's - UTV's on city streets has no useful purpose.

* They are meant for use as off-road sport vehicles or for doing specific jobs in areas with no roads.

* They are noisy, tend to drive in or over things they aren't supposed to.

* The purposes they are allowed for and useful for are already defined and allowed.

* The City of Two Rivers has paved streets and recreation areas are accessible by normal road vehicles.

* They are not "green" conscious vehicles since they all use gasoline.

ATV's - UTV's were designed for off-road use. Mobility scooters, golf carts and LSV's were made to use on streets in low speed areas which the City of Two Rivers' streets are better suited for.

Allowing ATV's - UTV's on city streets, in my opinion, will only cause problems and extra work for law-enforcement, park and city maintenance personnel.

MY vote is a big "NO" on allowing ATV's - UTV's on city streets.

Thank You!

Ricky Pelishek
1523 16th ST Two Rivers, WI
715-475-1290

--

I'm a natural teacher, but I never taught anyone. I only facilitated an atmosphere of learning.
Grampydiddly

Sent to Council
7-22-22



Jamie Jackson <jamjac@two-rivers.org>

Should the city allow the use of ATV's & UTV's on city streets?

1 message

Mac McDougall <nrmcdog@outlook.com>

Tue, Jul 19, 2022 at 3:15 PM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Thank you very much for the head's up on this situation and the information regarding it all. Good job. We DO NOT want the ATV's & UTV's on our city streets at any time. We are not even fans of the golf carts for that matter. We cannot think of one thing GOOD that could come out of this. It's bad enough with bikes of all kinds, motorcycles, golf carts and then this?? NO WAY! And then think of the additional NOISE! OMG.....we vote a resounding NO. Neil and Renee McDougall

*Sent to Council
7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV question

1 message

Sue Kaminsky <suekaminsky3@gmail.com>

Mon, Jul 18, 2022 at 2:05 PM

To: jjackson@two-rivers.org

Hi, I got my light bill today and I was reading about ATVs. I see they aren't required to have insurance. I was curious let's say there's a accident between a ATV and a car along with injuries. So the car driver's insurance has to pick up if the ATV is at fault? If that's the case, they need to be insured especially if they are allowed to have open intoxicants, cause you know they will be driving and drinking. Also, I would bet someone is going to ask what about snowmobiles in winter. Thanks for your help about the insurance. I would go to the meeting but I have a hard time walking. Thank you Sue Kaminsky

*Sent to
Council
7-22-22*

Received
7-18-22
H

July 15, 2022

City Clerk
P.O. Box 87
Two Rivers, WI 54241

I would like to give you my thoughts on the ATV and UTV'S on city streets upcoming decision.

First of all, if the City Council Members all read the fact sheet that was sent out, none one of them should have pushed this issue to where it is today.

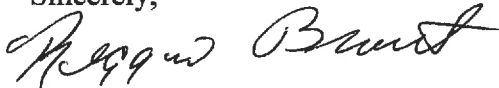
It would be totally irresponsible for the city to put itself in a situation where it could be sued for negligent behavior for allowing them on it's streets. Just think what could happen in the case of a accident or death where the state doesn't even classify them as a motor vehicle.

I cannot attend the meeting on the 15th. I would however like to suggest that the "fact sheet" be handed out to every person that is attending, it may be the first time they get the correct data.

In closing, I'm strongly against this proposal.

As long as I'm sending you this, I'll also say, I'm opposed to front yard gardens.

Sincerely,


Reggie Brault

Sent to
Council
7-22-22

Received
7-18-22
JH

July 17, 2022

Two Rivers City Manager Greg Buckley
Two Rivers City Council

Dear Mr. Buckley and City Council:

I am strongly opposed to the proposal to allow the use of ATV's and UTV's on city streets in Two Rivers. These vehicles were designed for off-road recreation and were not intended for use on city streets, as substantiated even by the manufacturers, and such use would be a dangerous and ill-advised activity.

City staff has done an excellent job researching and outlining the issues pertaining to use of ATV's and UTV's on city streets. I am particularly concerned about lax regulation of these vehicles, such as allowing open intoxicants, not requiring a driver's license for drivers born after 1988, and no requirements for helmets or seatbelts (except for passengers on UTV's). It is also concerning that people with suspended or revoked driver's licenses can drive ATV's/UTV's. Additionally, as there is no requirement for the drivers to carry insurance, it could be very difficult for people to be compensated for costs of accidents or damages caused by ATV/UTV drivers. There is certainly a higher likelihood of injury to ATV/UTV drivers, too, as the vehicles are open.

In addition to the safety concerns, the noise of the vehicles, which well exceeds the stationary noise limits in Two Rivers, would create an unpleasant and uncomfortable driving experience for other drivers and pedestrians.

Another concern with allowing ATV's/UTV's on city streets is the extra burden on the Police Department and costs to the city for officer training and for implementation of the ordinance, including attorney fees.

Due to the substantial safety concerns, the distraction and noise ATV's/UTV's would cause on city streets, and a likely negative impact on tourists' experiences in our city, I urge the Council to oppose allowing the use of ATV's and UTV's on Two Rivers' city streets.

Sincerely,



Susan Landers
2820 37th St.
Two Rivers, WI 54241

Sent to
Council
7-22-22



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV

1 message

Paul Kappelman <2kappys@gmail.com>

Fri, Jul 15, 2022 at 8:19 PM

To: jamjac@two-rivers.org

Hello,

My name is Paul Kappelman and I live at 3116 45th Street. I'm totally against having ATV/UTV's running on the city streets. They are not designed to run on paved roads. They are governed and licensed by the DNR and I don't think they should be allowed because of all the reasons stated in the letter in our water & light bill. The City Council was elected to solve problems not to create them.

Thanks,
Paul Kappelman

Sent from my iPhone

*Sent to
Council
7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV Usage in Two Rivers

1 message

RONALD SAUBERT <rnssaubert@lakefield.net>

Fri, Jul 15, 2022 at 3:21 PM

To: jjackson@two-rivers.org

Hello,

We would not be in favor of allowing ATVs and UTVs on city streets.

Thank you,

Ron and Sari Saubert

3808 Bellevue Pl

*Sent to
Council
7-27-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV Comments

1 message

Aaron Buchholz <abuchholz48@gmail.com>

Fri, Jul 15, 2022 at 6:20 AM

To: jjackson@two-rivers.org

City of Two Rivers,

We enjoy living in this community for its scenic beauty and quiet peaceful presence on the lakeshore. We oppose allowing ATV/UTV on city streets. This isn't the right fit with the vision for this city and how it's been marketed. We would support one route through the city for operators to get from point A to point B but there's no trails to go to making this unnecessary. Please do not change this ordinance. Thank you for the opportunity to comment.

Aaron and Lynn Buchholz

2515 37th Street

Sent from my iPhone

Sent to
Council
7-22-22



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV on City streets

1 message

Barry Hett <barryhett@gmail.com>
To: jjackson@two-rivers.org

Wed, Jul 13, 2022 at 3:10 PM

To the City of Two River,

My wife Sue A Hett and myself Barry D Hett do not think we should approve of the use of ATV/UTV on city streets because a driver's license is not required to operate them and a person who has a suspended driver's license can legally operate on the streets if this gets approved as is.

And also because OWI's committed on an ATV/UTV do not count towards other MV OWI's.

If a valid driver's license was required and the DMV rules and laws regarding OWI were to apply we would say yes to approving use on city streets.

--

Sincerely yours,
Barry and Sue Hett
2714 33rd St
Two Rivers, WI 54241

PS

If this passes please make it a requirement to keep all 4 wheels on the pavement so as to prevent damage to the soft shoulder.

*Sent to
Council
7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

Opposition to ATV/UTVs on city streets

1 message

Patti Trick <pattitrick@gmail.com>

Wed, Jul 13, 2022 at 7:07 PM

To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

I am writing to express my opposition to allowing ATVs and UTVs to operate on city streets. My initial thought is that they are extremely loud and would be an annoyance to the residents of Two Rivers. I can see no benefit of their use in the city and believe they would have a negative effect to residents and to tourists. Since there are currently no trails that connect to the city, I fail to understand any reason to permit them to drive in the city. The information you provided in your ATV/UTV Fact Sheet, clearly outlines the following common sense reasons why ATV and UTV vehicles should not be permitted in the city.

- ATV/UTV drivers are not required to have a driver's license. Citizens must be of a certain age and have a license to operate other types of motor vehicles on streets, so it is inappropriate and risky to allow unlicensed persons to drive ATV/UTVs on city streets.
- Owners of ATV/UTV vehicles are not required to carry insurance. If they cause an accident with an automobile, the auto owners' insurance would have to cover costs. This would likely result in higher insurance rates to the automobile owner.
- Open intoxicants are allowed, meaning the driver can be operating under the influence and perhaps would be more likely to cause a serious accident.
- ATV/UTVs would be contributing to wear and tear on our city streets without any responsibility for the costs of maintaining our streets.
- ATV/UTVs are not regulated by our motor vehicle statutes, but by DNR regulations. Two Rivers police officers are not trained in enforcing DNR regulations. I assume this would require additional training for city police, presumably at a cost to city residents through taxpayer dollars.
- ATV/UTVs are not required to abide by our vehicle noise decibel levels. They are very loud and would be an annoyance to city residents and visitors.

I am opposed to the use of ATV/UTVs on the streets in the city of Two Rivers and ask that an ordinance is not passed to allow them.

Sincerely,

Patti Trick
2121 45th Street, Unit L
Two Rivers, WI 54241

*Sent to Council
7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV-UTV

1 message

Sharon Suettinger <trpolarbear1@gmail.com>

Thu, Jul 14, 2022 at 8:37 AM

To: jjackson@two-rivers.org

I think allowing these vehicles to be in the city will be good for tourists. Also for people that don't want to be spending a ton of money for gasoline anymore. The only thing I would like to see recommended would be a red flag on the top so cars make sure that they know they're there. Thank you!

Sincerely,
Sharon Timm Suettinger

*Sent to Council
7-22-22*



Jamie Jackson <jamjac@two-rivers.org>

Use of atv/utvs on city streets

1 message

pahayes616 <pahayes616@gmail.com>

Mon, Jul 11, 2022 at 1:40 PM

To: jjackson@two-rivers.org

To: City Council Members:

I would like to voice my opposition to allowing atv/utvs to be operated on the streets of Two Rivers. The concerns presented at the June 6th city council meeting by Mark Grams, Kay Koach and the police chief reflect my views. Comparing golf carts to atv/utvs is like comparing apples to oranges. Please vote "no" to allowing use of these vehicles on city streets.

Thank you,

Patti Hayes
616 21st St
Two Rivers, WI

Sent from my T-Mobile 5G Device

*Sent to
Council 7-13-22*



Jamie Jackson <jamjac@two-rivers.org>

Comments regarding the Public hearing on ATV/UTVs

1 message

Jeff Lorenz <uncjeff544@gmail.com>

Tue, Jul 12, 2022 at 2:04 PM

To: jjackson@two-rivers.org

City Clerk/Two Rivers City Council,

Based on the information included with this months water/electric bill, I would strongly discourage the City of Two Rivers from passing any ordinance allowing ATV/UTVs on city streets other than what the state already allows for the following reasons:

- < Noise, we don't need any more noisy motor vehicles on the street than we already do!
- < unregulated intoxicated use of ATV/UTVs as well as no open container restrictions, seatbelt requirements or helmet requirements
- < No insurance mandate, driver of a motor vehicle would be "on the hook" for repair cost.
- < There is not an established ATV trail system in the area that intersects with city streets.
- < There is simply no need or justification for ATV/UTVs on city streets and the City of Two Rivers will not benefit in any way, shape or form by passing an ordinance allowing for their use on city streets

Thank you
Jeffrey Lorenz

*Sent to Council
7-13-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV's and UTV's on city streets

1 message

jimchadek@charter.net <jimchadek@charter.net>

Tue, Jul 12, 2022 at 8:55 PM

To: jjackson@two-rivers.org

Absolutely NO. That is a disaster waiting to happen.

*Sent to
Council
7-13-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV

1 message

Betsy Freiberg <bblibrary.tr@gmail.com>

Wed, Jul 13, 2022 at 9:54 AM

To: jjackson@two-rivers.org

Good morning. I would like to register my support of the position held by Mark Grams, Kay Coach and the police dept. that ATVs do not belong on city streets. My hope is that ATVs will be considered on their own for use on city streets. The definition and regulation is distinct from UTVs (used by the city ie) and LSVs (low speed vehicles ie golf carts).

Betsy Freiberg
1809 Garfield St, Two Rivers, WI

*Sent to
Council
7-13-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV

1 message

Bill Freiberg <bigbendfreiberg@hotmail.com>
To: "jjackson@two-rivers.org" <jjackson@two-rivers.org>

Wed, Jul 13, 2022 at 10:05 AM

I would like to support the position held by Mark Grams Kay Coach and the police dept that ATVs should not be allowed on city streets. Their definition and regulation is unique. My hope is that ATVs will be considered on their own, not compared to UTVs (as used by the city) and LSVs (low speed vehicles like golf carts).

Bill Freiberg
1809 Garfield St, Two Rivers, Wi

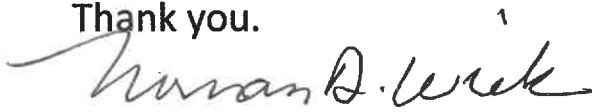
*Sent to
Council 7-13-22*

July 5, 2022
1718 30th Street
Two Rivers, Wisconsin 54241

City Clerk
Box 87
Two Rivers, WI 54241

The city should NOT allow the use of ATVs and UTVs on city streets.
We feel that they would increase the probability of accidents and a
hazard to other motorists and pedestrians.

Thank you.



Norman D. Wick

Diane C. Wick

Received in Mail
7-7-2022
Sent to Council
7-8-22



Jamie Jackson <jamjac@two-rivers.org>

Form submission from: Contact the Council

1 message

Two Rivers Wisconsin <tworivers-wi@municodeweb.com>
Reply-To: Two Rivers Wisconsin <tworivers-wi@municodeweb.com>
To: jamjac@two-rivers.org

Tue, Jul 5, 2022 at 9:23 AM

Submitted on Tuesday, July 5, 2022 - 9:23am

Submitted by anonymous user: 68.114.252.29

Submitted values are:

First Name Curt
Last Name Andrews
Address 3207 Adams
City Two Rivers
State Wi
ZIP 54241
Phone 2142154642
Email curt.andrews@yahoo.com
Subject/Topic ATV/UTV

Message

After reading again the statement provided in the recent utility statement regarding ATV/UTV's there is NO reason for us to even consider having these on our streets here in Two Rivers. Thanks for sharing the facts about these and the current differences to help inform and educate us.

We live in a wonderful city, and not we don't live in the rural country.

We need to remind ourselves of that and the over 11,000 people living here.

I can't imagine us allowing our safe city to be placed in harm's way by turning a blind eye to current laws and lack of regulations on these vehicles. The added strain to our police to regulate and expense to possibly have to take on or even attempt to make this work.

These vehicles should not be allowed on our streets just as to why the state and Manitowoc County don't allow them on their streets.

I appreciate all you guys do for the community. It's your job to continue to keep our city safe for all citizens of TR, support our city staff and police, help attract more businesses, residents and visitors, and spending the taxpayer dollars in that manner.

Let's grow and strengthen our community today and for future generations, not be spending valuable time on this type of ordinance change, again and again.

Let's get back to the real things that matter to we the people.

Thanks

Curt

Would you like us to contact you? Yes, by email

Attachment

The results of this submission may be viewed at:

<https://www.two-rivers.org/node/5111/submission/91>

*Sent to Council
7-8-22*



Jamie Jackson <jamjac@two-rivers.org>

Comment on the subject of ATV/UTV use in the city

1 message

Sally Karbon [REDACTED]

Fri, Jun 24, 2022 at 10:43 AM

To: jjackson@two-rivers.org

Right now these vehicles are not legal due to safety concerns. That being said, the city doesn't have enough police to patrol the city now (for traffic issues), and this would just add to the police "load". Right now, no one uses signals or follows traffic signs, UTV users will abuse these safety issues as well. Bicyclists don't stop for stop signs or use signals so why would UTVers? I have a feeling this freedom would also leak on to citizen's personal private property.... (i.e. heavy traffic after an event, instead of waiting along with regular cars and trucks for traffic to flow, UTVs will just pop out and go around, including the sidewalk (pediestrian hazard) and citizen's lawns/private property.) And when someone is injured or private property is damaged who is going to pay for it?- not the city.

Thank you

please do not share/post this email address anywhere!

*Emailed to
Council 7-1-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV city streets

1 message

Sue Kaminsky <suekaminsky3@gmail.com>

Thu, Jun 30, 2022 at 9:54 PM

To: jjackson@two-rivers.org

I wouldn't want to have ATVs or any vehicle like that on city streets. It's bad enough with people not following the speed limits, some people on bikes driving in and out of traffic, golf carts holding up traffic. ATVs belong on trails or in the country. I have seen people on the east side, in summer, riding with kids on the ATVs, or having a cart to the back of the ATV with kids in. Then what about the beach? Will they be allowed on the sand? People don't pay attention to driving now add a ATV, not good. It's nice you are asking opinions, but from past experience, the minds are made up on what they want to do. Been like that for a long time. Thank you Sue Kaminsky I am a resident.

*Emailed
to Council
7-1-22*



Louise Nissen Euclide

Assign conversation ▼

Facebook message received
by Two Rivers, WI City Hall
page on 6/28/2022

Section 6, Item A.



Hi, thanks for contacting us. We've received your message and appreciate you reaching out.

May I add one additional concern?

Please do NOT allow RV's on our city streets. Two Rivers is a beautiful and quiet city and RV's would ruin that. Also, safety is of utmost concern. Let's keep our streets and neighborhoods as safe as possible.

Thank you,
Louise Euclide
2730 34th Street
Two Rivers

Excuse me ... my error. I meant to say ATV's in my message above.

Thank you.

*Emailed to
Council
7-1-22*



Jamie Jackson <jamjac@two-rivers.org>

ATV/UTV

1 message

Dean Hirvela <navyvet1969@icloud.com>
To: jjackson@two-rivers.org

Mon, Jun 6, 2022 at 10:09 PM

Jamie: Dean and Marilee Hirvela here. After watching tonight's council we wanted to tell you our feelings on this subject. We are against allowing ATV/UTV's on our city streets. We were both born and raised here and see no benefit to our city. I can see them driving thru Neshotah park and the beach area. Not to mention the traffic problems this would create around school starting and ending times. Take a look around Magee and LB Clarke at these times and you'll see our point. We have enjoyed riding ATV's at our son in laws parent's cabin near Three Lakes , WI. However we just don't feel that the city streets of Two Rivers is the place for ATV/UTV riding. The police chief expressed many of our concerns and did one heck of a job. Thanks Jamie. Dean and Marilee Hirvela
Sent from my iPhone

*Emailed
to Council
6-10-22
JH*



**TWO
RIVERS**
WISCONSIN

Jamie Jackson <jamjac@two-rivers.org>

ATV Hearing Opinion

1 message

ROBERT WEBBER JR <subcrit@aol.com>
To: jjackson@two-rivers.org

Thu, Jun 23, 2022 at 8:09 AM

Dear Two Rivers City Council,

I am opposed to ATVs on our city streets.

There are no ATV trails that directly connect to the city of Two Rivers.

ATVs are not designed for street use. High speeds and tight street corners are a deadly mix, likely to cause injury to the driver and pedestrians, as well as property damage.

ATVs are likely to be driven by people of all age, and some who are not mature enough to be safe and follow the rules.

I am not going to enjoy hearing them driving up down the streets with poorly muffled engines.

ATVs and golf carts are not comparable, and one being driven legally in Two Rivers does not create a precedent for ATVs.

ATVs are not equipped with turn signals and brake lights, which are required on the golf carts.

Thanks
Rob Webber
1143 Harbor Street

Sent from my iPad

*Emailed to
Council 6-24-22
ff*



Jamie Jackson <jamjac@two-rivers.org>

ATV in the city

1 message

mary ellen alsvig <kuchenlover@hotmail.com>

Thu, Jun 23, 2022 at 11:13 AM

To: "JJackson@two-rivers.org" <JJackson@two-rivers.org>

Dear Greg,

Please don't allow them in town. We have such a beautiful city and my feeling is that of the noise level, ie revving their engines etc.

I am a bike rider for many of my 73 years and have seen the aggressive car drivers not following the rules with near misses, car door openings, cut offs while riding and driving in the bike lanes. I can't imagine adding off road vehicles to the mix.

Golf carts are fine but I rarely see those in town. Wouldn't mind one myself but don't think I could compete with car drivers these days.

This wasn't an issue so much in years past.

The aggressive and anything goes attitude has changed that for all of us.

Sincerely,

Mary Ellen Alsvig

*Emailed to
Council 6-24-22
jj*



CITY COUNCIL MEETING

Monday, August 01, 2022 at 6:00 PM

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

MINUTES

1. CALL TO ORDER

The meeting was called to order by Council President Wachowski at 6:00 PM.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Jeff Dahlke, Bill LeClair, Darla LeClair, Tracey Koach, Tim Petri, Jason Ring, Bonnie Shimulunas, Scott Stechmesser, Adam Wachowski

ALSO PRESENT: Dave Buss, Finance Director; Dave Dassey, IT Assistant; Brian Delleman, Electric Utility Director; Steve Denzien, Fire Chief; Mike Mathis, Parks & Recreation Director; Jim McDonald, Public Works Director; Ben Meinnert, Assistant Police Chief; Elizabeth Runge, Community Development Director/City Planner; Andrew Sukowaty, Water Utility Director; and Greg Buckley, City Manager; and Jack Bruce, City Attorney.

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

Motion to allow remote participation by Councilmember D. LeClair.

Motion carried with a roll call vote.

Motion made by B. LeClair, Seconded by Ring.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

5. PUBLIC HEARING

- A. Public Hearing for Ordinance to Amend the District Map Section 10-1-3(a)(1) of the Municipal Code for a Change in Zoning from B-1 Business District to R-3 Single and Double Family Residence District 1723 East Street. Said 26 Square Feet of Land is Intended to be Added to 1715 East Street Which is Zoned R-3 Residence District

Recommended Action:

Motion to waive reading and adopt the ordinance

Council President Wachowski opened the public hearing and made three calls for public input. There were no members of the public present and wishing to comment during the public hearing. The public hearing was closed.

Motion carried upon a roll call vote.

Motion made by Dahlke, Seconded by Stechmesser.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

6. INPUT FROM THE PUBLIC

Dorothy Tinkham Delo - 2100 Garfield Street - Ms. Delo reported that she is a registered taxpayer and full-time resident and spoke about her view of the Beach Bash, referring to it as Beer Bash. She expressed her frustration that the pavilion wasn't used for the musical entertainment and that the speakers were not facing out towards the water, but rather towards the street and residential neighborhood. She stated that her home shook the whole night.

She also commented that Snowfest was a nice event and expressed her opinion that the City not allow ATVs and UTVs on City streets following the upcoming public hearing.

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember D. LeClair reported that a message was received through the Contact the Council portal on the City's website suggesting that the City come up with a nominal fee for non-residents to use the beach. She suggested that the Council start looking into fees for the beach and trails.

Councilmember Shimulunas reported on a question from a resident asking if businesses have to pay a fee to be listed on the City's business directory on the new City website. Mr. Buckley indicated that there is currently not a fee and that if the Council would like to entertain establishing a fee or to provide direction otherwise on determining which businesses qualify for addition to the directory, it can be added to a future agenda.

Councilmember Dahlke reported on the following:

- He received a question as to why the utility bills are coming from California. Also, if this change has resulted in a reduction in staff time, what are those staff members doing now? Finance Director Dave Buss reported that the City recently switched to a service for mailing of the bills. He indicated staff time on billing has been greatly reduced and allows for staff time to be spent on tasks that were otherwise being pushed aside due to demands of the billing and mailing process.
- He received a call from someone in support of the broadcasting of meetings on cable. This person also suggested that school board and county board meetings be put out on the public access channel.
- He also received contact from someone suggesting there be a charge for parking at the beach.
- He received a complaint from someone regarding the negatives of ATV and UTV use being included in the public hearing notice that the City put out.
- Someone also questioned why the City Councilmembers rode in vehicles during the Snowfest parade instead of walking.

Councilmember Shimulunas reported on an issue with a stop sign being down over the weekend and her concern that the issue was not fixed yet today following her messages left with emergency dispatch and public works. Public Works Director McDonald indicated that he would arrange for a replacement sign to be installed immediately.

Councilmember Dahlke reported that he saw the pictures that Councilmember Petri sent to him regarding the issue with beach access at Park Road and indicated that the worked looked to be something that should require a permit.

Council President Wachowski reported that he also spoke to the individual concerned about non-Two Rivers businesses being in the business directory on the City website. He also read a thank you from Travis at Port Pizza for the support by parents and players in the summer fundraiser. Nearly \$6,400 was raised this year for the recreation program.

Mr. Buckley stated that he was aware of concerns about realtors with out-of-town offices included on the website but pointed out that there are realtors who reside in Two Rivers and are active selling real estate in Two Rivers that work for those offices.

Councilmember Petri reported that he thinks the beach access at the end of Park Road should be wide enough to allow emergency access.

Councilmember Dahlke congratulated the Fire Department for a job well done in their recent assistance to a resident having boat issues.

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember D. LeClair reported that the Environmental Advisory Board is planning to put on a winter educational series at the Library to address green infrastructure, pollinator gardens, and no-mow May. She commented that Mike Mathis, Parks & Recreation Director is providing a lot of good information to the committee. The Environmental Advisory Board is also working on a City match program to coincide with the WPPI tree grant program.

She also reported that Two Rivers Main Street's new executive director, Jason Ring, is on board as of today, August 1. Two Rivers Main Street plans to submit a grant application for a portion of the \$100,000 grant opportunity the West Foundation has available. If awarded the funds would support public parks.

9. CITY MANAGER'S REPORT

A. Invited Guests
None.

B. Status Update/Reports

1. Staffing Updates

Mr. Buckley reported that an offer has been extended to the top candidate for the full-time Community Service Officer position. Application review is underway for the Public Works Director/City Engineer position and the Parks & Recreation Department is in need of part-time building attendants at the Community House.

Upcoming retirements include Jim McDonald, Public Works Director/City Engineer and Vicky Berg, Zoning Administrator/Inspections Assistant.

Recruitments will be posted soon for a Senior Center Program and Special Events Coordinator and a position to fill the vacancy being created by Vicky Berg's retirement.

2. 17th Street Reconstruction Project

Mr. Buckley reported that the contractor started the water main work at the 17th Street Reconstruction project on July 25. The underground utility work is scheduled through August with grading and paving operations to follow.

The contractor doing lateral replacements is scheduled to start on approximately 10 replacements starting the week of August 1. Replacements will continue to be scheduled as materials become available.

The contractor scheduled to install pond plantings at Eggers Pond will begin in early August. Multiple herbicide and weed control activities for prairie planting areas will occur through early October at which time permanent prairie seeding will be performed.

3. Central Park West 365 Project
Mr. Buckley reported that pledges and donations for the Central Park West 365 Project are just over \$640,000, 80% of the fundraising goal of \$800,000. More than 50 additional fundraising letters were mailed last week with the goal of taking fundraising “over the top”.
4. ATV/UTV Hearing - August 15
Mr. Buckley reported that a public hearing on the City possibly allowing ATV/UTV use on City streets is being held Monday, August 15 during the regular Council meeting. The hearing is being publicized in June and July Utility billing inserts and on the City's website. Any written comments received in advance of the hearing are being forwarded to City Council weekly.
5. New Kayak Launch at Paddlers Park
Mr. Buckley reported that a new kayak launch has been installed at Paddlers Park and the Parks & Recreation Department is evaluating options for signage to direct visitors to the locations of the kayak launches.
6. City Assistance for Façade Upgrades
Mr. Buckley reported that the City is providing grant funding this year to assist with several façade improvement projects by local businesses. The grants to properties located in the downtown Business Improvement District are funded jointly with Two Rivers Main Street. The properties receiving grant assistance are Weichert Realtors at 1603 Washington Street, High Lift Coffee at 12th and Madison Streets, The Hook Lanes & Games at 1916 Washington Street, Cool City Brewing Company on West Park Street, and Renee's Specialties on Memorial Drive.
7. In Person Absentee Voting for August 9 Partisan Primary Now Until August 5, City Hall
Mr. Buckley reported that in person absentee voting is available at City Hall through Friday, August 5.
8. Polling Locations will be Open for the Partisan Primary Election, August 9, 2022, 7:00 am to 8:00 pm
Mr. Buckley reported that the City's two polling locations at St. Peter the Fisherman Parish Center and Abundant Life Church will be open for the Partisan Primary Election from 7:00 am to 8:00 pm on Tuesday, August 9.

City Clerk Jamie Jackson also reported that the City will be implementing Badger Books at the Partisan Primary on August 9. Badger Books are electronic poll books which will offer a quicker poll book check in process, increased efficiencies for pollworkers, and a reduction in staff time finalizing election data following the closing of the polls. The purchase of Badger Books was approved by the City Council in October 2021 at the same time the reduction from 4 to 2 polling places was approved.

9. Upcoming Events:
Mr. Buckley reported on the following upcoming events.
 - a. 13th Annual War on the Shore Girls Fastpitch Tournament, August 4-7, Vietnam Veterans Memorial Park
 - b. Concert in Central Park: Two Rivers Community Band, Thursday, August 4, 6:30-8:00 pm
 - c. Two Rivers Regatta, August 6-7, Seagull Marina
 - d. Bands on the Beach: Nettle Hill, August 6, 5:00-9:00 pm, Neshotah Beach
 - e. Tom Pease Performs, August 10, 1:30-3:00 pm, Lester Public Library

- f. Concert in Central Park: Eddie Larsen's Classic Memories, August 11, 6:00-8:00 pm
- g. Rogers Street Days, August 12-13, Rogers Street Fishing Village
- h. Bands on the Beach: Listening Party, August 14, 2:00-6:00 pm

10. Other

Mr. Buckley reported that the Wisconsin Department of Revenue released the preliminary equalized valuation figures for 2022 for local units across Wisconsin today. Based on 2021 real estate sales and new construction, the equalized valuation of the City of Two Rivers grew by 18 percent. Comparable increases were attributed to the City of Manitowoc and Manitowoc County.

Mr. Buckley also reported that www.exploretworivers.com is the most accurate and up-to-date source for events in the City of Two Rivers.

- C. Legislative/Intergovernmental Update
None.

10. CONSENT AGENDA

A. Presentation of Minutes

- 1. City Council Meeting - July 18, 2022
- 2. City Council Work Session Meeting - July 25, 2022

Recommended Action:

Motion to waive reading and adopt the minutes

B. Minutes of Meetings

- 1. Room Tax Commission, May 24, 2022
- 2. Room Tax Commission, June 21, 2022

Recommended Action:

Motion to receive and file

C. Applications and Petitions

- 1. Application for Temporary Class "B" Retailer's License from Two Rivers Youth Sports for War on the Shore, August 4-7, 2022 at 1200 35th Street, Two Rivers

Recommended Action:

Motion to approve the application and authorize issuance of the license

- 2. Application for Commercial-Hauler's License - Recommended for Approval

- a. GFL Environmental, 428 High Street, Chilton WI 53014

Recommended Action:

Motion to approve the application and authorize the Engineering Department to issue the licenses

- D. Block Party Permit Request for 34th Street Bounded by the Intersecting Streets of Monroe Street and Adams Street, for September 3, 2022, from 9:00 AM - Midnight, Requested from Susanne Hinkle, 2015 34th Street

Recommended Action:

Motion to approve the permit

- E. Summary of Verified Bills for the Month of June for \$2,019,640.39

Recommended Action:

Motion to receive and file

F. Finance Reports, June 2022

1. Debt Service
2. General Fund
3. Lester Library
4. Utilities Report

Recommended Action:

Motion to receive and file

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 Dahlke, Seconded by Koach.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

11. CITY COUNCIL - FORMAL ITEMS

A. Option to Purchase Streu Property on 19th Street from 290 Fund

Recommended Action:

Council discretion

Motion to direct staff to proceed with the actions necessary to purchase the property on 19th Street owned by the Streus, per an existing option to purchase agreement held by the Ctiy and bring back a blight resolution related to qualifying the City for the local government unit exemption under State law.

Motion carried with a roll call vote.

Motion made by Stechmesser, Seconded by B. LeClair.

Voting Yea: B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

Voting Nay: Dahlke

B. Cable TV Equipment Upgrade to Resume Broadcasting to Public Access Channel

1. Report from Staff on Terms of Agreement and Equipment Guarantees During Service Period

Mr. Buckley shared a report from Rick Powell, IT Supervisor, indicating that Spectrum would guarantee the equipment and broadcasting capabilities throughout the time the City has an agreement for public access channel broadcasting services. The proposed up-front payment of \$28,000 to Spectrum would guarantee access to Spectrum for such services for three years. Thereafter, the City would need to pay Spectrum an additional monthly fee, estimated at \$795.

2. Budget Amendment for Purpose of Cable TV Equipment Upgrade

Recommended Action:

Motion to authorize the City Manager to sign agreement and approve the budget amendment

Motion to advance \$28,000 from the City Hall and IT capital funds and budget over the next three years to replenish the funds and direct staff to bring a budget amendment or loan agreement back to Council for approval at the August 15 meeting.

Motion carried with a voice vote.

Motion made by Dahlke, Seconded by Koach.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

12. FOR INFORMATION ONLY

Mr. Buckley reported on the following upcoming meetings and also indicated that the Personnel & Finance Committee will meet on Monday, August 22.

A. City Council Regular Meeting, Monday, August 15, 2022, 6:00 pm

B. City Council Work Session Meeting, Monday, August 29, 2022, 6:00 pm

13. CLOSED SESSION

Motion to enter into Closed Session at 7:27 pm, per Wisc. Stats 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session: Discuss proposed purchase from Manitowoc County of the aquired property at 1910 20th Street.

Motion carried upon a roll call vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

14. RECONVENE IN OPEN SESSION

Motion to reconvene in open session at 7:58 pm to consider possible actions in follow-up to closed session discussions.

Motion carried with a voice vote.

Motion made by Stechmesser, Seconded by B. LeClair.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

15. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn at 7:58 pm.

Motion carried with a voice vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Dahlke, B. LeClair, D. LeClair, Koach, Petri, Ring, Shimulunas, Stechmesser, Wachowski

Respectfully submitted,

Jamie Jackson
City Clerk



LIBRARY BOARD MEETING

Tuesday, July 12, 2022 at 6:00 PM

Webster Room - Lester Public Library 1001
Adams Street, Two Rivers, WI 54241

MINUTES

1. **CALL TO ORDER** – President Palmer called the meeting to order at 6:00 PM.
2. **ROLL CALL**
Board Members Present: David Pennefeather, Sharon Sleger, Tracey Koach, Ned Guyette, Mary Glaser, Don Weiss, Kathryn Gadd, and Stanley Palmer. Absent and Excused: Thomas Van Horn. Also present: Chris Hamburg, Adult Services Coordinator; and Jeff Dawson, Director.
3. **WELCOME NEW BOARD MEMBER** – Mary Glaser, Two Rivers School District Representative and 3rd grade teacher at Magee Elementary, introduced herself to the Board and the Library Board of Trustees introduced themselves to Mary.
4. **PUBLIC COMMENT** - None
5. **APPROVAL OF BOARD MEETING MINUTES**
Motion to approve the minutes from the June 14, 2022 meeting made by Weiss, second made by Sleger. Voice vote carried unanimously.
6. **RECEIVE AND FILE EXPENDITURE AND FINANCIAL REPORTS**
Motion to receive and file the expenditure and financial reports from June, 2022, made by Pennefeather, second made by Koach. Voice vote carried unanimously.
7. **BOARD MEMBER COMMENT**
Sleger was glad to see a full parking lot at the library. Palmer shared that it was good to see children and their parents gathering for summer reading incentives at the help desk.
8. **DIRECTOR'S REPORT**
Dawson presented the report and fielded questions about his report.
9. **COMMUNICATIONS**
 - A. Library eLinks – July edition of the monthly online newsletter
 - B. Seehafer Article
 - C. Raider Reporter Article
 - D. Thank you card from Kirsten Sleger
10. **REPORT FROM CITY COUNCIL REPRESENTATIVE**
Summer events from a variety of sponsors have begun and will continue through the summer. Street construction from the 17th Street Bridge to the beach will begin soon. There is a public hearing slated for August concerning street use of ATV and UTVs.
11. **REPORT FROM SCHOOL DISTRICT REPRESENTATIVE**
School District summer school numbers are bit down. Field Trip Fridays to begin this Friday. New reading program in development k-8. High school pool will reopen in the fall. The school board is taking an active role in the schools.

12. REPORT FROM COUNTY REPRESENTATIVE

The annual County Fair, August 24-28 promises to be fun for all. New park facilities installed at county parks, such as Cato Falls County Park now has restrooms, running water, and drinking fountains. ADA piers are being installed at several county lakes.

13. UNFINISHED BUSINESS

- A. COVID-19 Update provided by Dawson.
- B. Motion to approved changes to the Proctoring Examinations Policy, with the new fees taking effect August 1, 2022, made by Weiss, second made by Guyette. Voice vote carried unanimously.

14. NEW BUSINESS

- A. Dawson presented a Strategic Plan update. Staff have begun discussions for the next 5 year Strategic Plan.
- B. Motion to waive reading and adopt the Resolution of Gratitude for Kirsten Sleger, made by Koach, second made by Glaser. Voice vote carried unanimously.

15. BOARD EDUCATION – Freedom to Read; Dawson presented the Freedom to Read Statement from the American Library Association; the Wisconsin Library Association Statement on the Freedom to Read and Intellectual Freedom; two articles on recent challenges, one from Wisconsin and a view from the national perspective; and discussed how to approach material challenge requests, utilizing *Trustee Essentials: A Handbook for Wisconsin Public Library Trustees*.**16. CLOSED EXECUTIVE SESSION - None****17. ADJOURNMENT**

Motion to adjourn made by Guyette, second made by Koach. Voice vote carried unanimously. Meeting adjourned at 7:27 PM.

Respectfully submitted by Jeff Dawson



PLAN COMMISSION

Monday, August 08, 2022 at 5:30 PM

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

MINUTES

1. CALL TO ORDER

The meeting was called to order at 5:30 PM.

2. ROLL CALL

Present: Greg Buckley, Rick Inman, Kay Koach, Kristin Lee, Jim McDonald, Eric Pangburn, Adam Wachowski

Also Present: Councilmember Bonnie Shimulunas, Community Development Director/Planner Elizabeth Runge and Recording Secretary Vicky Berg.

3. PUBLIC HEARING

- A. Public hearing for the Project Plan and Boundaries for TID No 17 which is proposed to eliminate blight at the formers Eggers West site on 13th Street

The project plan, boundaries, purpose, expenditures and statutory requirements were reviewed and discussed. The Proforma was distributed.

Discussion to create separate TIDs for the new construction and rehabilitation project. Include an expenditure related to the purchase and possible reuse or removal of the West Twin River railroad bridge.

Motion to amend the Project Plan to include an expenditure, not to exceed \$400,000, to purchase, conduct engineering studies to reuse or remove the West Twin River railroad bridge if financially feasible.

Motion made by McDonald, seconded by Koach

Upon a roll call vote, motion carried

Voting Yea: Buckley, Inman, Koach, Lee, McDonald

Voting Nay: Pangburn, Wachowski

No one addressed the Commission during the public hearing.

Motion to waive reading and adopt the Resolution adopting the Project Plan and Boundaries for TID No. 17 with the proposed amendment and modify the Proforma.

Motion made by McDonald, seconded by Koach

Upon a roll call vote, motion carried

Voting Yea: Buckley, Inman, Koach, Lee, McDonald

Voting Nay: Pangburn, Wachowski

4. ACTION ITEMS

A. Review the draft ordinance to amend the regulations for driveways

The draft ordinance was discussed and revisions were recommended. Motion to table to the September meeting.

Motion by Wachowski, seconded by Lee

Upon a roll call vote, motion carried

Voting Yea: Buckley, Inman, Koach, Lee, McDonald, Pangburn, Wachowski

B. Review the complete draft of the City of Two Rivers 20-Year Comprehensive Plan

A summary of the plan was provided. Commissioners were asked to review and provide feedback. The open-house for public input may be held in September. No action taken by the Commission.

5. ADJOURNMENT

Motion to adjourn at 7:12 PM.

Motion made by Pangburn, seconded by Wachowski

Upon a voice vote, motion carried

Voting Yea: Buckley, Inman, Koach, Lee, McDonald, Pangburn, Wachowski



ARCHITECTURAL CONTROL COMMITTEE

Wednesday, July 27, 2022 at 2:00 PM

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

MINUTES

1. CALL TO ORDER

The meeting was called to order at 2:03 PM.

2. ROLL CALL

Present: Vicky Berg, Don Karman, Kay Koach, James McDonald, Elizabeth Runge.

Also Present: Mark Anderson (property owner)

3. ACTION ITEMS

- A. Review plans for the construction of a single-family dwelling on Lot 14, Block 2, Sandy Bay Highlands Subdivision No. 2, submitted by Mark and Diane Anderson (owners)

The plans submitted meet the subdivision covenants except the sump discharge connection to the public storm sewer was not shown. This shall be noted on the plans returned to the owner when the building permit is issued.

Mr. Anderson provided information related to the exterior materials. Exterior materials include charcoal gray vinyl horizontal siding; white windows and trim; charcoal gray vinyl board and batten on the gables; gray stone; stamped concrete front porch to match stone; and cedar or fir clear coated gable and porch accents.

Motion to approve the plans noting the sump discharge shall be connected to the public storm sewer.

Motion carried upon a voice vote.

Motion made by Runge, seconded by Karman.

Voting Yea: Berg, Karman, Koach, McDonald, Runge.

4. ADJOURNMENT

Motion to adjourn at 2:14 PM.

Motion carried upon a voice vote.

Motion made by McDonald, seconded by Runge.

Voting Yea: Berg, Karman, Koach, McDonald, Runge.

Vicky Berg, Chairperson



**TWO
RIVERS**
WISCONSIN

ENVIRONMENTAL ADVISORY BOARD MEETING

Tuesday, July 19, 2022 at 5:30 PM

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

Section 11, ItemB.

MINUTES

1. CALL TO ORDER

2. ROLL CALL AND CHECK ON REMOTE PARTICIPANTS

Present: Katherine Dahlke, Donald DeBruyn, Brian Henrickson, Darla LeClair, Ben Meinnert, Jay Orvis, Larry Thomas

Staff Present: Park & Rec Director Mike Mathis, City Engineer II Scott Ahl and Director of Public Works/City Engineer Jim McDonald

3. REVIEW LAST MINUTES - APPROVE OR CORRECT

The June minutes were approved.

4. PUBLIC INPUT

5. NEW ITEMS FOR DISCUSSION AND ACTION

"No Mow May" Implementation or encouragement. Research alternatives. Delay enforcement of long grass and weed regulations. Require registration to participate. Encourage pollinator gardens. Conduct winter informational presentations regarding native plants, and invasive insects and plant species.

City Council forwarded issue of front yard gardens to this committee. The Police Department noted many complaints are received regarding long grass and the condition of front yards. Suggested guidelines for front yard maintenance. Research exemption for front yard gardens if the property has no other area to garden. Katherine Dahlke volunteered to develop guidelines for front yards.

Two emerald ash borer infestations were reported. Once a tree becomes infested, the trees are expensive to remove. The Rec Dept is responsible for removal costs of trees on city-owned land, including street rights-of-way. The Detroit Urban Ag Ordinance was noted for reference.

Discuss interest in a field trip to the new Arboretum (with City Council Members). Darla LeClair will research potential dates for the tour.

Discuss contacting local smaller family farms regarding runoff control and how it impacts the bottom line for them. Many landowners lease their land to larger farmers, so little incentive for landowners to discuss. Information should be provided by the UW-Extensions and other farmers.

Discuss creation of a pamphlet for realtors focused on the benefits of trees.

City match WPPI new tree grant council resolution.

Discussion of holding a winter educational series about pollinator gardens, with guest s

Suggested topics: Pruning, ornamental gardens, backyard gardens. Contact UW-Extension for desired pollinator species.

6. DISCUSS IDEAS FOR HIGHLIGHTING SOME OF THE GREEN INFRASTRUCTURE CONCEPTS

Obtain a link to the March 10, 2021 UW Sea Grant Presentation, which discussed some possible ideas for green infrastructure. The Park and Rec Department is considering a grant application for performing a tree inventory.

7. ADVISORY BOARD "NEXT STEPS"

8. OTHER ITEMS THAT MAY COME BEFORE THE BOARD, WITH CONSIDERATION AND ACTION, IF NEEDED

9. SET DATE, TIME, AND AGENDA ITEMS FOR NEXT BOARD MEETING(S)

Next meeting on Tuesday, August 16, 2022, at 5:30pm

10. ADJOURNMENT

The meeting adjourned at 6:40 PM



MEMO

DATE: August 10, 2022
TO: City Council and City Manager Greg Buckley
FROM: Jamie Jackson, City Clerk/Human Resources Director
SUBJECT: Monthly Updates

ELECTIONS:

There were 1,968 ballots cast in the August 9th Partisan Primary at the City's two polling locations resulting in a 32% voter turnout. Of 716 absentee ballots issued, there were 604 received back in time to be counted. 124 of those absentee ballots were cast in-person at City Hall during the 9 days of in-person absentee voting.

Following an extended delivery delay due to supply chain issues, the Badger Books (electronic poll books) were successfully implemented at this election. The change from the traditional paper poll book to Badger Books was well received by both voters and poll workers who enjoyed the efficiency of the voter check-in process. Due to the implementation of the Badger Books, Clerk's office staff was able to import post-election data into WisVote on August 10th and reconcile the election data in less than one hour as opposed to multiple days of data entry time required with the use of paper poll books in prior elections.

The next election is November 8, 2022. Important dates and deadlines pertaining to voter registration and absentee voting will be released in an upcoming utility billing insert.

HUMAN RESOURCES UPDATES:

- Upcoming Retirements:
 - o Jim McDonald, Public Works Director/City Engineer – September 2022
 - o Vicky Berg, Zoning Administrator/Inspections Assistant – September 2022
 - o Dan Glaser, Certified Meter Technician – December 2022
- Current Recruitments:
 - o Public Works Director/City Engineer – Full-Time
 - o Program & Events Coordinator-Senior Center – Full-Time
- Upcoming Recruitments:
 - o Certified Meter Technician (to backfill Dan Glaser's position)
 - o Zoning & Building Inspections Office Position (to backfill Vicky Berg's position)



**TWO
RIVERS**
WISCONSIN

CITY CLERK

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

Section 11, Item C.

OPERATOR'S LICENSES ISSUED:

On May 4, 2020 the City Council authorized the City Clerk to issue Operator's Licenses. The following licenses have been issued since the 7/18/2022 Council meeting:

Name	Address	Duration
Melanie A Goessl	2761 Canyon Bluff Rd., Green Bay	2 years
Joseph G Horak	810 28 th St., Two Rivers	2 years
Brooke M Jennings	1913 Monroe St., Two Rivers	2 years
Mercedes M Meyer	1620 24 th St., Two Rivers	2 years
Troy R Obester	8218 Hidden Valley Rd., Maribel	2 years
Samantha M Rezachek	1202 N. 8 th St., Manitowoc	2 years
Tanya R Spurlock	1616 22 nd St., Two Rivers	1 year
Vibek K. Timilsaina	7312 Pinegrove Ln., Two Rivers	2 years





From: Elizabeth Runge, Community Development Director

Date: August 15, 2022

Re: Staff Report

Key Activities:

- Continuing work on development agreements and meeting with associated developers to finalizing these agreements.
- Held Joint Review Meeting No.1 with taxing jurisdictions and the Public Hearing for the creation of Tax Increment District 17 with the City's Plan Commission.
- Shared information about loan programs related to the city's housing loan program as requests continue to come into the office.
- Continued dialogue with the City's real estate agent regarding a lot that is of interest to a party. Relayed information regarding the City's assessment policy for the paving costs in the Sandy Bay Highlands subdivision.
- Met with parties related to a potential land purchase(s) of private land to discuss concepts for the site.
- Participated in joint meetings with developers, engineers and the WDNR related to the future development of the West River Loft and the site investigation process that is ongoing.
- Participated and supported the Interim Tourism Director in tourism tasks
- Preparing/working with Human Resources for staff alternatives to fill the position of Zoning Administrator/Building Inspection Assistant

Two Rivers Electric Department

Monthly Report For

August 2022

Electric Consumption in KWH:

This Month: July Data

2017	2018	2019	2020	2021	2022	%Change from 2017-2022	%Change from 2021-2022
7,919,253	8,146,687	8,301,539	9,178,562	8,620,575	8,275,136	4.49%	-4.01%

Year-to-Date:

2017	2018	2019	2020	2021	2022	%Change from 2017-2022	%Change from 2021-2022
47,804,935	48,560,270	48,207,068	48,906,051	49,799,852	50,074,013	4.75%	0.55%

Cost of Electricity Purchased in Dollars:

This Month:

2017	2018	2019	2020	2021	2022
\$ 759,123.00	\$ 727,259.00	\$ 685,741.00	\$ 724,361.07	\$ 800,266.02	\$ 881,531.09

						%Change from 2017-2022	%Change from 2021-2022						
\$	0.09586	\$	0.08927	\$	0.08260	\$	0.07892	\$	0.09283	\$	0.10653	11.13%	14.75%

Section 11, ItemC.

Location	Description of work performed
Columbus Substation	Yearly testing and maintenance
Eastside	Pole, equipment & wire Replacements
Southside	Pole, equipment & wire Replacements
Northend	URD feeder cable replacement

Number of Services Upgraded or Changed:	5
Number of Electric Meters Installed:	28
Total Number of Electric Meters Tested:	15
Service Disconnects & Reconnects Normal Hrs:	26

Fire Department Monthly Report

July 2022

Section 11, Item C.

			Monthly			Year to Date 2022			Year to Year 2021		
Total Incident Responses				170			1172		1194		
EMS Response Total EMS Incidents				154			1086		1085		
	Total Patients			123			802		718		
	On Scene			31			263		632		
	Interfacility Transports			24			258		340		
	Intercepts			3			20		12		
	Other			0			0		0		
EMS Revenue	Date of Service Report		Monthly			Year to Date 2022			Year to Year 2021		
EMS Operations Billing Information	SDC and TRIP Revenue		\$2,295.43			\$44,061.99			\$38,548.61		
	Charges		\$135,944.37			\$1,262,361.47			\$1,031,320.13		
	Payments		\$128,604.25			\$535,869.20			\$428,898.12		
	Adjustments		\$170,306.85			\$807,585.17			\$469,697.26		
	Change + or - in Accounts Receivable		-\$162,966.73			-\$81,092.90			\$141,724.74		
Monthly Collection Percentage			94.60%			42.45%			41.59%		
Fire Incidents	Total Fire Incidents			16		88			107		
	Structural			0		7			2		
	Fire Other			2		8			11		
	Unauthorized			1		9			9		
	Hazardous Condition			5		27			23		
	False / Cancelled			1		17			27		
	Service Calls			5		17			23		
Overlapping calls				24		170			224		
Occup/ Inspect	Total Inspections			42			269		252		
	General			42			269		177		
	Special/Other/Consults						0		19		
			Violations	15			99		61		
			Corrections	11			63		29		
Training	Total Hours			386			2903		2866		
	Fire Training			206			1743		1746		
	EMS Training			120			800		820		
	Community Based Outreach			60			360		300		
See attached training summary											
Public Education			Monthly			Year to Date 2022			Year to Year 2021		
Totals / Events	Staff Hours	Participants	5	7	15	30	76	74	32	33	77
CPR Classes	Staff Hours	Participants	3	5	7	24	25	58	32	33	7
Station Tours	Staff Hours	Participants	2	2	8	2	2	8	0	0	0
Presentations	Staff Hours	Participants	0	0	0	4	49	8	0	0	0
Maintenance			Monthly			Year to Date 2022			Year to Year 2021		
Total Hours			192.2			1644.25			1270.9		
Building Care, Cleaning, Maintenance			70.2			539.3			433.3		
Grounds Care			2			61.25			37.5		
Vehicle Checks			100.5			936.7			693.5		
Vehicle Cleaning			9.5			37.05			57.5		
Vehicle Maintenance			10			69.95			49.1		
Current Events											
Kellnersville review											
Air consumption drill											
Fire truck ride for school public education prize											
Training for part time recruits											

Monthly EMS Training Report July 2022

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

I also encourage all council members to contact me to do a ride-a-long at the TRFD

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

Notable Events in July 2022

- EMS Protocols, Policies, and Education Continues (CDC, DHS, National/Local and Best Practice)
- POP Hiring Process (Clara Powalisz)
- Community Member Ride-a-long
- DHFS EMS Flex Grant Applied for
- Meeting with LTC (4 Paramedic Students Accepted for Internship)
- FT/POC professional development and training (Refresher/Skills)
- All TRFD Paramedics continue with the 2021-2022 Paramedic/CCP Training Refresher
- Daily collaboration with relevant community partners (IFT)
- Daily communication with Medical Director (Operations/IFT related)
- Daily QI/QA shift EMS Education

EMS: 120 hrs (3-4h/day average)

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

Training hours above are conservative.

- **POC EMS/Paramedic Training**
- **Paramedic/Critical Care Paramedic Refresher (In-Person)**
- **Protocol (COVID Update)**
- **EMS Remediation based on QI/QA**
- **EMS Competencies/Evaluations/Education**

- **Medical Director collaborative QI/QA (Painter/Nelson)**
- **Pod/Web Casts (EMS1/EMS World/Various Others)**
- **Company level EMS training**
- **Paramedic QI/QA (all reports) Shift Officers/Medical Director**
- **IFT QI/QA**
- **TEMS training (Kautzer, Burke, Schroeder)**
- **Shift Officers IFT/Staff Update Meetings**
- **EMS Related Meetings/Training/Updates**

Community Based Paramedic Outreach: 60 hours (2h/day average)

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

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

- **Community Outreach visits/calls/visits**
- **Collaboration with Community Partners**
- **Unnecessary 911 call mitigation**
- **Public health meetings**
- **Health Department Meeting updates**
- **Operational collaboration with various agencies**
- **Phone calls/visits to citizen's at risk**
- **Collaboration with Public Health, Hospice and other area agencies**
- **Community Education**

Meals on Wheels

Be Well

For more detailed information feel free to contact me.

-Respectfully Submitted

A/C David Murack

David R. Murack

Assistant Chief

Emergency Operations/Community Outreach

City of Two Rivers Fire Department

2122 Monroe Street, Two Rivers WI, 54241

Station: [920-793-5521](tel:920-793-5521)

Cell: [920-901-3810](tel:920-901-3810)

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

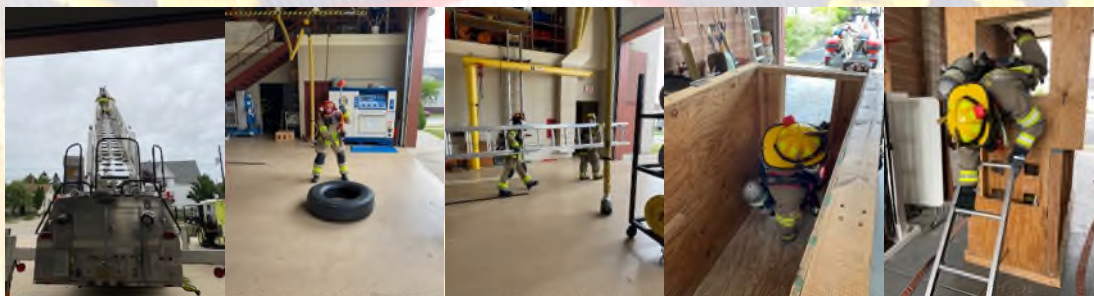
Web Page: <http://www.two-rivers.org/fire/fire-department.php>

Monthly Fire Operations Report for July 2022

News

Training

- The training theme for July was our annual air consumption drill. This drill physically taxes the staff while working together in teams of two. Some of the objectives we are aiming to achieve are teamwork, gear acclimation, physical fitness, and firefighter skills review.
- Our apparatus training topic was pumper drafting with and without the use of the primer.
- PPE training was the SCBA donning drill.



Public Education/Prevention

- In July, Public Education division completed its last student prize for 2021 – 2022 school year with a fire truck ride.

Fire Operations

<u>Fire Operations training:</u>	206 hours
<u>Fire Inspections:</u>	42 Inspections, 15 Violations, 11 Correction, 50 hours
<u>Public Education:</u>	2 CPR skills evaluations, 1 CPR classes, 11 students, 2 Station tours, 8 students.

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

INSPECTIONS DEPARTMENT

MONTHLY SUMMARY JULY 2022

	Permits Issued		Permit Revenue		Project Value	
	Month	YTD	Month	YTD	Month	YTD
Building (residential)	38	161	4,873	25,098	775,669	4,009,460
Building (commercial)	4	21	192	7,412	19,924	838,354
Electrical	17	120	1,465	9,335	60,918	324,169
Heating	12	118	700	7,892	75,495	937,204
Home Occupation	-	1	-	50	-	-
Moving	-	-	-	-	-	-
Plumbing	14	83	2,320	10,605	210,342	545,681
Sign	1	7	50	400	9,895	43,434
Tank	-	-	-	-	-	-
Wrecking	-	6	-	444	-	8,200
Totals	86	517	9,600	61,236	1,152,243	6,706,502

YTD Comparison	Permits Issued		Permit Revenue		Project Value	
	2022	2021	2022	2021	2022	2021
Building	182	192	32,510	24,279	4,847,814	2,917,474
Electrical	120	149	9,335	8,515	324,169	217,853
Heating	118	123	7,892	7,926	937,204	674,651
Home Occupation	1	-	50	-	-	-
Moving	-	4	-	300	-	36,994
Plumbing	83	113	10,605	13,720	545,681	549,411
Sign	7	10	400	500	43,434	2,375
Tank	-	1	-	50	-	-
Wrecking	6	7	444	619	8,200	54,000
Totals	517	599	61,236	55,909	6,706,502	4,452,758

Other Activities

Received and responded to requests for information from the general public and staff
 Prepared agenda packet and minutes for Plan Commission meeting
 Prepared notices, ordinances & related documents for public hearings

Lester Public Library Director's Report July 2022

News

- Former Lester Public Library Board of Trustee and current LPL Foundation Board Treasurer, Bob Fay was awarded second place in the Local Column category of the **2021 Wisconsin Newspaper Association Foundation's Better Newspaper Contest**. Bob won for three columns: the **Trapp Family Singers**, **Ruth West** and **Amelia Earhart**. The articles were written as part of the Preserving the Past series of the Manitowoc County Historical Society, which appear every two weeks in the Manitowoc Herald Times Reporter. Listed below are links to the MCHS website in case you'd like to read them. The award is typically given to professional newspaper staff writers. It is unusual for a "contributor" to be recognized with an award. Bob volunteers to write articles on "local history" happenings. Bob receives no cash stipend or honorarium - just bragging rights. Bob shared the news via an email and added, "More importantly, I really could not do this without having access to old newspapers on microfilm at LPL. Chris has been particularly helpful with ILL requests as well. THANK YOU!"
- Registration is now open for Wisconsin Trustee Training Week www.wistrusteetraining.com, August 22-26 Sponsored by all 16 public library systems, the annual Trustee Training Week offers a one-hour webinar each day of the week on a topic of interest to public library trustees and administrators. The line-up of presenters this year includes: Becky Spratford, Lisa Shaw, John Thompson, Nancy Sylvester, and John Chrastka. Presentation topics range from materials challenges to planning effective meetings. The webinars will be recorded and archived. Trustee Training Week is supported by the Wisconsin Department of Public Instruction (DPI), Public Library Development Team, with funding support from the Institute of Museum and Library Services.
- Back in April, 2022, library patron Lora Kinjerski, gave a shout out to library staff on Facebook, on a recent trip she had lost her luggage, and was able to retrieve the luggage due to an LPL library book found inside. Spirit airlines called the library and Marie Bonde, Customer Service Coordinator, took the call – they had found a book in a piece of luggage without any other identification and could Marie give them the contact information for our patron. Marie told the airline because of privacy issues we could not give that information, but, if the airline gave a number, Marie would contact the patron and have the patron contact the airline. They did and Lora was able to retrieve her missing luggage, along with the library book! An example of outstanding customer service provided by LPL, while protecting our patron's privacy. Kudos to Marie Bonde.
- Another example of the library's deep connection to our community – in July, Marie Bonde had noticed that one of our regular patrons had many overdue books and Marie had not seen him in the library for some time, uncharacteristic behavior from that patron. Marie had the police do a wellness check and sadly the police found the patron had passed away. Due to Marie's call, next of kin were notified and ultimately the library was recognized in the obituary. We were sad to learn of long-time library patron Donald Schoenke's passing. Kudos to Marie Bonde.

Library Foundation

- The West Foundation invited the Lester Public Library Foundation to apply for a \$50,000 grant. Terry Ehle, Youth Coordinator, Mike Mathis, Parks & Recreation Director and I met to discuss possibilities to partner on a grant application that includes story walks through the library grounds and story walks at City parks. The LPL Foundation agreed to run the grant through their organization.
- The Library Foundation is in the process of creating book bags for sale at the circulation desk. The book bags are a great promotional piece for the Foundation.

Library Legislation – No Report

Activities

- 07/01/22 – Provided a library tour for Mary Glaser, Lester Public Library Board of Trustees, Two Rivers School District Representative
- 07/05/22 – Two Rivers City Council Meeting
- 07/06/22 – Lester Bentley Committee, Two Rivers Historical Society, Webster Room
- 07/07/22 – Provided a library tour for Mike Mathis, the new Two Rivers Parks and Recreation Director
- 07/12/22 – Lester Public Library Management Team Meeting
- 07/12/22 – Lester Public Library Board Meeting
- 07/13/22 – Lester Public Library All Staff Meeting
- 07/13/22 – Met with MCLS Staff, Becky Scherer; Director, Margie Verhelst, ILS/IT Technician; and Kate Verhelst, Office & Outreach Coordinator
- 07/13/22 – City Department Heads Meeting
- 07/14/22 – City of Two Rivers Safety Committee Meeting
- 07/15/22 – Manitowoc Calumet Library Automated Resource Sharing Consortium (LARS) Participants Council Meeting, hosted by LPL in person and virtually.
- 07/15/22 – Virtual Manitowoc Calumet Library System Directors Meeting, hosted by LPL in person and virtually.
- 07/18/22 – Met with Mike Mathis, Parks & Recreation Director and Terry Ehle, Youth Coordinator, to discuss West Foundation grant offered to the Lester Public Library Foundation.
- 07/18/22 – Two Rivers City Council Meeting
- 07/19/22 – Lester Public Library Management Team Meeting
- 07/19/22 – Lester Public Library Foundation Meeting, Webster Room
- 07/22/22 – Met with City Council Member, Darla LeClair in regards to possible environmental programming at the library

Jeff Dawson, Director, Lester Public Library 08/01/2022



Hamilton Community House
1520 17th Street
Two Rivers WI 54241-0087
Office (920) 793-5592
Senior Center (920) 793-5596

Date: August 9, 2022
To: Greg Buckley
CC: City Council, Recreation Staff, Advisory Recreation Board
From: Mike Mathis
Subject: Recreation Department July Report

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

➤ Meals on Wheels served	1,390
➤ Congregate Meals	62
➤ TRUST car rides	96
➤ Senior Center Programs	1587
➤ CH / Shelter /Other Facility Rentals	18050
➤ Recreation Programs	3939
➤ Visitors/Contacts (phone and in person)	
➤ Total CH building usage	560

The J. E. Hamilton Community House was open **31 days** in the month of **July** for an average daily usage of **26 people per day**.

Senior Center

- Committee on Aging - Kyle Kornek from TR Public Schools appointed and confirmed.
- Thank you parks and recreation staff, police, and fire department staff that have volunteered for Meals on Wheels due to short staffing.
- New Nutrition and Volunteer Coordinator, Mary Omillian, started on August 1st.
- Baraboo/Wisconsin Dells Senior trip was a success.
- First time leading a fun hotdog lunch on National Hotdog Day and many positive comments were received.
- Volunteer Meals on Wheels drivers have given positive feedback about updated entry.
- Using United Way "Ride United" website for volunteer marketing is positive for volunteer recruitment.

Recreation and Event Activities

- Hiring continues for Community House attendants, 2 – 3 needed.
- Several major softball tournaments were a success, drawing thousands of attendees.
- Kids Camp at Washington Park wrapped up and was an overall success.
- Bands on the Beach continues to be a major success with a younger attendee.
- Summer softball and baseball leagues have come to conclusion with good participation.
- Concerts continued to be very well attended.



Cemeteries, Forestry, Parks, and Maintenance

- Kayak launches installed at Veterans and Paddlers Parks.
- Maintenance teams are working hard to keep up with the busy event and beach season.
- Replaced Veterans Park dock handrails.
- Mural completed at Neshotah Park restroom.

Senior Center Participation	Number	Room / Location
Meals on Wheels served	1,390	
Congregate Meals	62	
TRUST car rides	96	
Senior Center Programs	1587	
# SC Office Contacts	2,745	
# New Members	11	
# Volunteers	89	
# Volunteer Hrs Donated	852.85	

Recreation Programming	Number	Room / Location
Simply Seniors	89	Gym
Ron Strong 7 Week Speed Class	60	Gym Stage & Gym
Walking	105	Gym
JE Community House Totals	254	
Kid's Night-July 13	150	Koenig School
Kid's Night-July 26	52	Washington Park
Rec Camp	300	Washington Park
Men's Summer Softball League (7/6,7/13,7/20,7/27)	600	Vietnam Park
Dance Program (7/5,7/7,7/15,7/14,7/19,7/21)	210	Behringer Room
Youth Golf Camp (7/11,7/12,7/14)	12	
LaCrosse Program (7/1,7/8,7/15, 7/22)	44	
Soccer Skills Camp	60	LB Clarke
Summer Outdoor Soccer	80	Vietnam Park
Ponytails Games(4 games)	120	Vietnam Park
Single A (8 games)	300	Vietnam Park
Double A (8 games)	300	Vietnam Park
Peanuts (2 games)	80	Vietnam Park
PeeWee (8 games)	300	Vietnam Park
Pony (8 games)	275	Vietnam Park
Ponytails Practices	126	Vietnam Park
Single A Gold Practices	84	Vietnam Park
Single A Purple Practices	91	Vietnam Park
Double AA Gold Practices	44	Vietnam Park
Double AA Purple Practices	84	Vietnam Park
Peanuts Practices	98	Vietnam Park
PeeWee Gold & Purple Practices	150	Vietnam Park
Pony Chew Practices	77	Vietnam Park
Pony Port Sandy Bay Practices	48	Vietnam Park
Other Facility Totals	3685	
Total Recreation Programming	3939	

Rentals / Events	Number	Room / Location
Melissa Ahlswede-Graduation Party	20	Gym
Jared Rohrer-Birthday Party	50	Gym
Adrianne Greenwood-Birthday Party	30	Gym
Karly Brown-Bridal Shower	60	Koska Room
Better Life Blood Drive	100	Behringer Room
Jennifer Lee-Graduation	200	Gym & SC Kitchen
Mark Weber-TKD	100	Gym
JE Community House Totals	560	
BOTB (7/2,7/10, 7/31)	3000	Rotary Pavillion
Brian Lee Day 7/9	3000	Central Park
Lonz's Men's Softball Tourn. 7/8-7/10	1500	Vietnam Park
Concerts in the Park (7/7,7/10,7/14,7/17,7/21,7/28)	1200	Central Park
Kiwanis Fish Derby 7/15-7/17	1000	Walsh Field
Ravens Football	300	Magee School
Branch Blaze Game	100	Walsh Field
Snowfest	4000	Neshotah Park & Diamond
Scenic Shore Bike Tour	900	Neshotah Beach
Great Bike Give Away	250	Walsh Field
WI Heat Tournament	2500	Vietnam and Neshotah Diamond
Relay for Life	300	Central Park
Other Facility Totals	18050	
Total Rentals / Events	18610	
Park/Shelter Reservations	Number	Room / Location
		Central Park
		Coast Guard
		Harbor View
8	375	Neshotah Beach
3	255	Neshotah Horseshoe
6	244	Neshotah Jaycee
5	175	Neshotah Park
1	30	Neshotah Rotary
1	35	Open Space/Wedding
2	70	Vets
		Vietnam
1	50	Walsh
10	435	Washington
		Zander
Total Reservations	1669	
Park/Shelter & JE Community House	24218	

Two Rivers Police Department Monthly Report June 2022

Section 11, Item C.



Serving our community since 1858

Two Rivers Police Department

1717 East Park St.

Two Rivers, WI 54241

Business (920) 793-1191

Non-Emergency (920) 686-7200

Monthly Report June 2022



New Officers

In June we officially welcomed Officers Zayla Mueller, Leander Menn, Seth Tobison, Mitch Nussberger and Luke Brinkman to our team here at the Two Rivers Police Department. They were all sworn in before the City Council in June.



Many of these new officers actually started their hiring process with us back in December of 2021. However, as many of them had to finish their academy yet and were set to graduate in spring we were unable to begin full-time training immediately. For an agency of our size to be down five officers is a significant number and nowhere in our history could we find a comparable situation where we were hiring and training five new officers at once. In addition to their swearing in and badge presentation at the Council Meeting, we had a short presentation and a welcome ceremony for the new officers and their families.



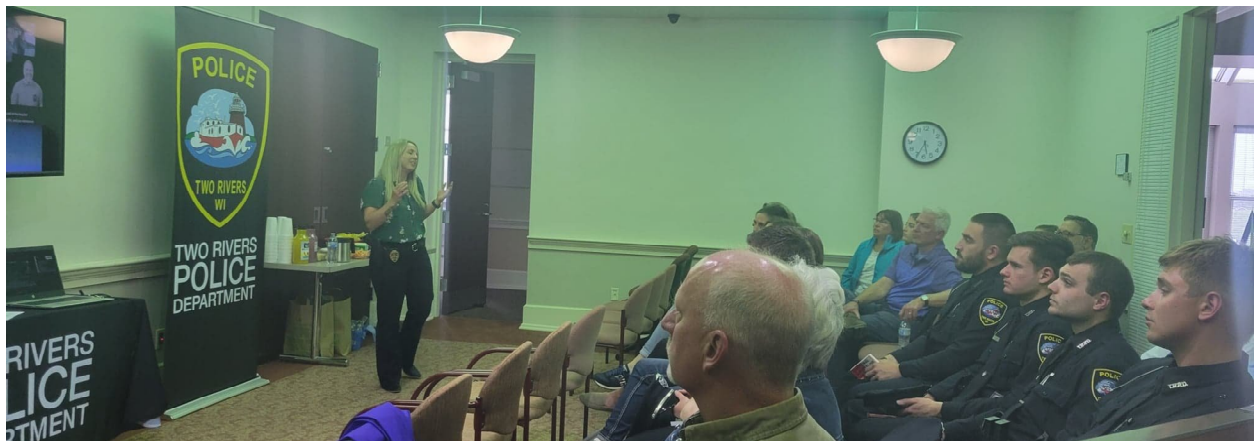
Officer Zayla Mueller started part-time earlier this spring and was brought on full-time after her graduation from Lakeshore Technical College. She comes to us from Plymouth and worked as a Community Service Officer at Sheboygan PD and Elkhart Lake PD.

Officer Leander Menn started part-time earlier this spring as well and was brought on full-time after his graduation from Northeast Wisconsin Technical College. He comes to us from Green Bay and previously worked as a security guard at Bellin Health.

Officer Seth Tobison was a lateral transfer from Hortonville PD and Shiocton PD. He graduated the academy at Fox Valley Technical College. He started in May and brings over six years of experience in law enforcement with him. He currently lives in DePere.

Officer Mitch Nussberger started just recently after his graduation from Lakeshore Technical College. He comes to us from Sheboygan and previously was studying to be an electrician working at Kohler.

Officer Luke Brinkman started on June 6th and just recently graduated UW Eau Claire. He attended the academy at Chippewa Valley Technical College. He comes to us from Sturgeon Bay and previously worked on a charter fishing boat.



We are very excited to have them as part of our team and we look forward to all the great things we know these officers will bring to our department and the community! Welcome new officers to the TRPD family!



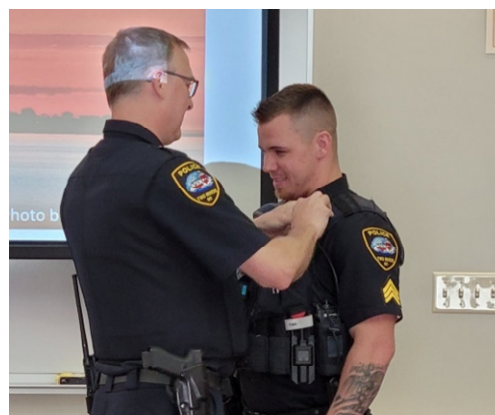
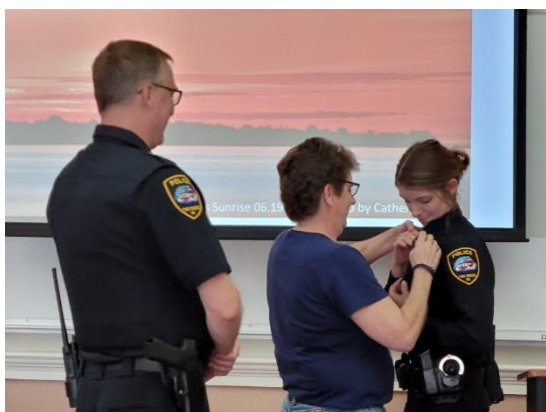
Promotions and New Assignments

At the Two Rivers Police Department we pride ourselves with being able to advance the careers of our officers. We do this by creating promotional opportunities and specialty assignments that give our officers an opportunity to focus their skills in a specific area of interest. This is no small feat for a department of our size and we were happy to announce a number of upcoming changes.

Promotions-

Megan Klumpyan was promoted and sworn in as a Detective. She was previously a School Resource Officer at LB Clarke Middle School for the last several years. She also worked as a 3rd shift patrol officer and has been with the department for 6 years.

Brad Dimmick was promoted and sworn in to the position of Sergeant. Sergeant Dimmick previously worked as a 2nd shift patrol officer and was recently made a field training officer. Sergeant Dimmick has been with the department for 4 ½ years.



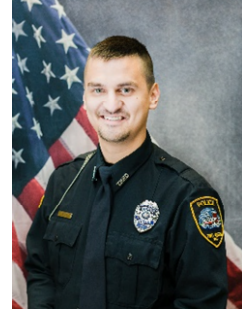
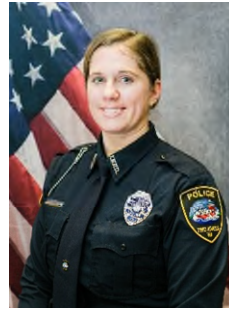
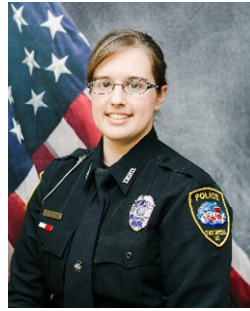
New Assignments-

Officer Matt Lutze was selected as a new School Resource Officer and will be taking the place of Detective Klumpyan at LB Clarke Middle School.

Officer Briana Propson was selected as a new School Resource Officer and will be filling the vacancy at the elementary schools.

Officer Amanda Verhelst was also selected as a future School Resource Officer and is scheduled to fill a vacancy at the high school planned for 2023.

Officer Logan Tlachac was selected to become the next drug Investigator and will be working jointly with the Manitowoc County Metro Drug unit.



Congratulations to all our officers on their promotions or assignment changes!

Internship



One of the many programs we have here at the Two Rivers Police Department is a student internship program. Though the program has been in existence for quite a while, the pandemic a couple years back ended its regularity. This year we reignited the program and welcomed Arik Johnson to the team as an intern for the summer. Arik stayed busy doing projects around the police department, riding along with officers, helping with training and events and learning. Thank you, Arik, for joining our team for the summer and good luck in your future endeavors!

DARE Graduation



We celebrated our 5th Grade DARE program graduates at LB Clarke middle school in June. DARE (Drug and Alcohol Abuse Resistance Education) encourages students to make safe and responsible choices.

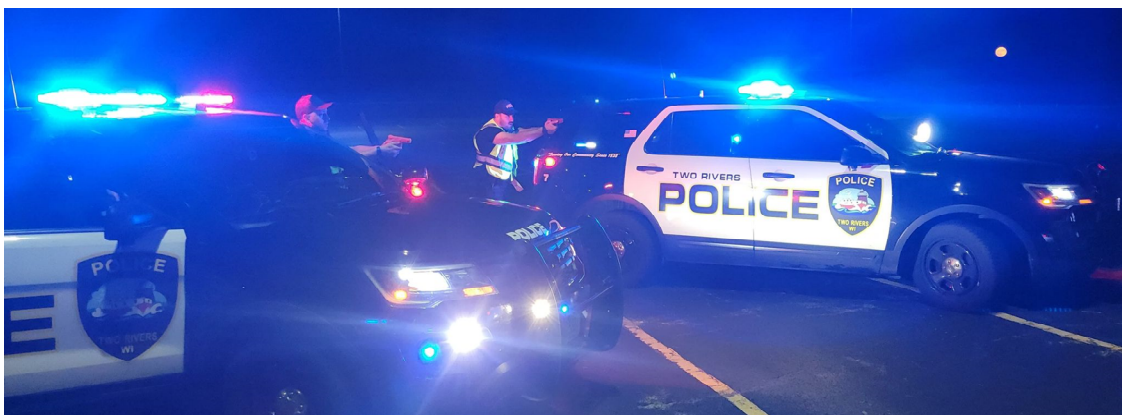
School Resource Officer Klumpyan and Lieutenant Raatz were our department DARE instructors this year. Special thank you to Officer Klumpyan for being able to take the majority of the classes this year.

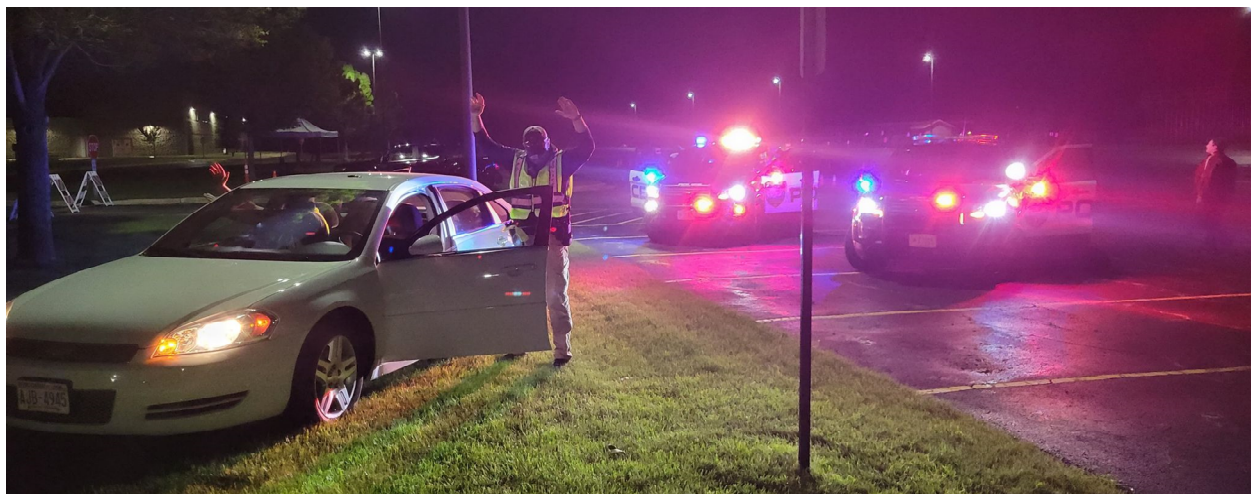
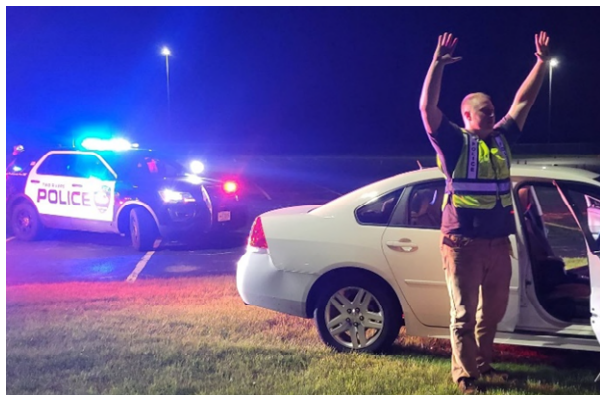
The DARE program has been a great tool in creating relationships between the department and youth in our community.



June Training

- Chief Kohlmeier attended three days of the National FBI Academy state re-trainer conference in Minocqua. Graduates get an invaluable opportunity to network and discuss current event topics in the world of law enforcement.
- Every month our two assigned SWAT operators, Lt. Spurney and Sgt. Wandrie, attend an 8-hour training with the Manitowoc County SWAT team. The team practices firearms drills, team movement exercises, room clearing and a number of other training topics.
- The majority of the officers in the department attended our annual June In-Service where they received mandatory pursuit training in the form of classroom, hands-on practical driving exercises and pursuit driving practice. Officers also trained in high risk traffic stops, room clearing, tactical movement, officer down extraction and shield use exercises. Xanti was also available on one of the days so officers could train in the tactical scenarios utilizing a K9 as well.





Anniversaries



Lieutenant Jake Glaser
June 21st, 2016
6 Years



Lieutenant Nicholas Spurney
June 17th, 2018
4 Years



Detective Megan Klumpy
June 1st, 2016
6 Years

Get To Know Us In 2022

Brogan Tremel

Patrol Officer

How long have you been a police officer? **3.5 years**

What are your current duties? **3rd Shift Patrol Officer.**

What is your favorite thing about the department? **Working with a great group of people.**

Why did I become a Police Officer? I wanted to go into a profession where I was able to make a difference in people's lives. It gives me the chance to serve my community and see the impact of my work in the community. Each day is always different. I enjoy showing up to work knowing that my shift won't be the same as the last one I worked.

If you could live anywhere else in the world where would it be and why? **Montana. I would love to live somewhere in the midwest near the mountains**

Favorite TV Series? **Band of Brothers**

If you could visit anywhere else in the world where would it be and why? **Germany and Italy. So much history in each of those countries.**

Favorite Food? **Tacos**

What do I do for fun? **Hunting, biking and the outdoors.**

Favorite Sports Teams? **Green Bay Packers and Milwaukee Brewers.**



Tips for those thinking of getting into law enforcement:

Learn to separate your professional and personal lives. Don't always bring your work life into your personal life all the time so it doesn't feel like you ever left work. This job is mentally exhausting with everything we see on the job. Learn how to decompress when your off duty and enjoy your time off. Don't let current events, and politics make you want to quit this profession. Politics and the news media always focus on the negative. They don't look at the positive things Law Enforcement Officers do each and every day. Working in Law Enforcement is a rewarding career. Take advantage of training opportunities if your department offers to send you to them. In this career, you never stop learning. The more trainings you attend, you'll be more equipped with additional knowledge and experience that can help you even be more effective on duty.

Arik Johnson

Intern

Tell us a little about yourself- My family and I moved to the Two Rivers from the Birchwood, Wisconsin area in the summer of 2021. I attend the University of Minnesota - Duluth where I am finishing up a bachelor's degree in criminology and sociology. I am a part of the campus football program that earned an NSIC conference championship last year.

What have you learned as an intern? Through my time spent with the Two Rivers Police Department I have witnessed that policing as a career is easiest when rapport is established between law enforcement officials and the community they serve. A trusted police department that values communication and relationships conducts their operations fairly and efficiently, and the community itself will be safer and happier. The officers of the Two Rivers Police Department exemplify the qualities of integrity and responsibility and are true guardians of the community.

What are your future goals? My future goal is to join a police department and serve the community as an officer.



What do you do for fun? My hobbies include working out, video games, history, and getting to spend time with officers of the Two Rivers Police Department.

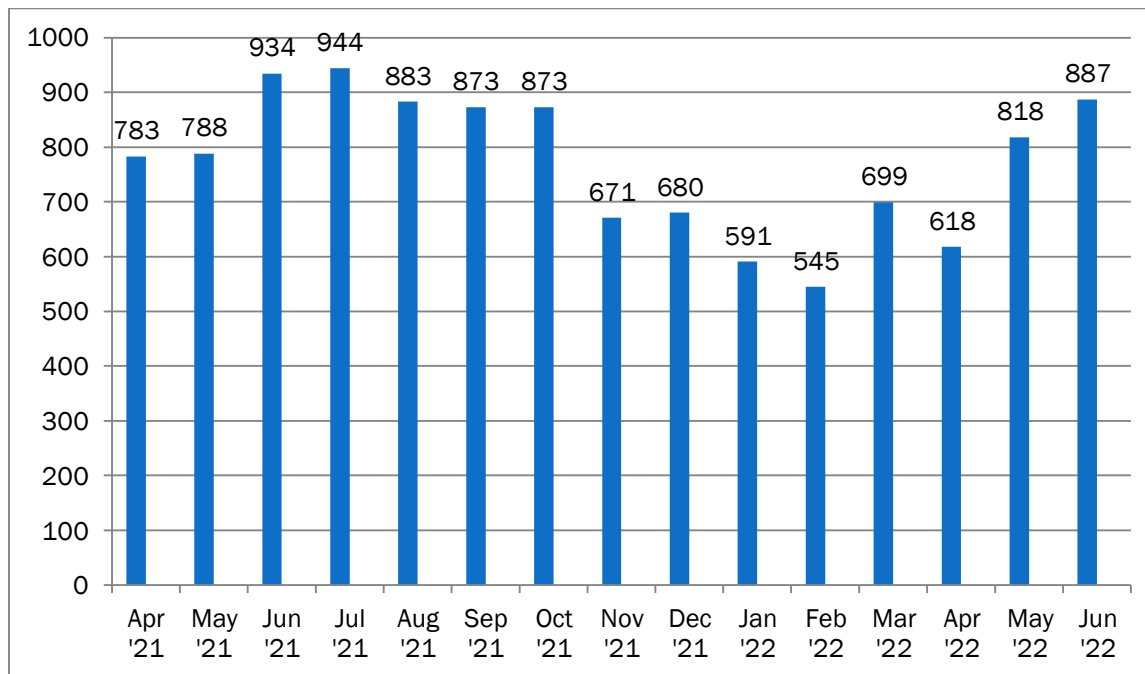
Favorite quote? "Have to vs get to." By simply replacing "have to" with "get to" in our language we reframe the outlook from obligation to opportunity and remind ourselves to be grateful for the little moments.

Anything else fun you'd like to add? The Bulldog football opener is September 1st against Southwest Minnesota State. Video streaming is available on the UMD athletics website. Roll Dogs!

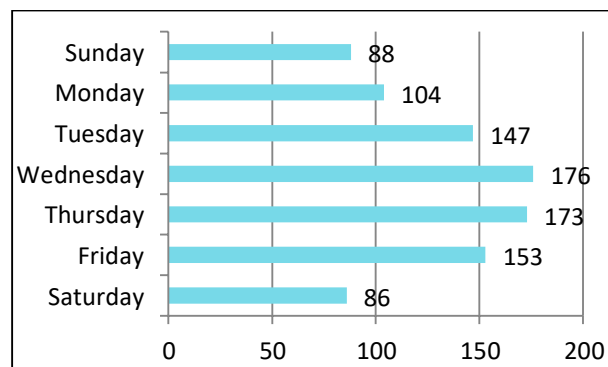
CALLS FOR POLICE SERVICE

June 2022: 887	2022 YTD TOTAL: 4,158 TOTAL LAST YEAR: 9,610
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Monthly Calls Comparison Chart:



Calls for Service by Day of Week:

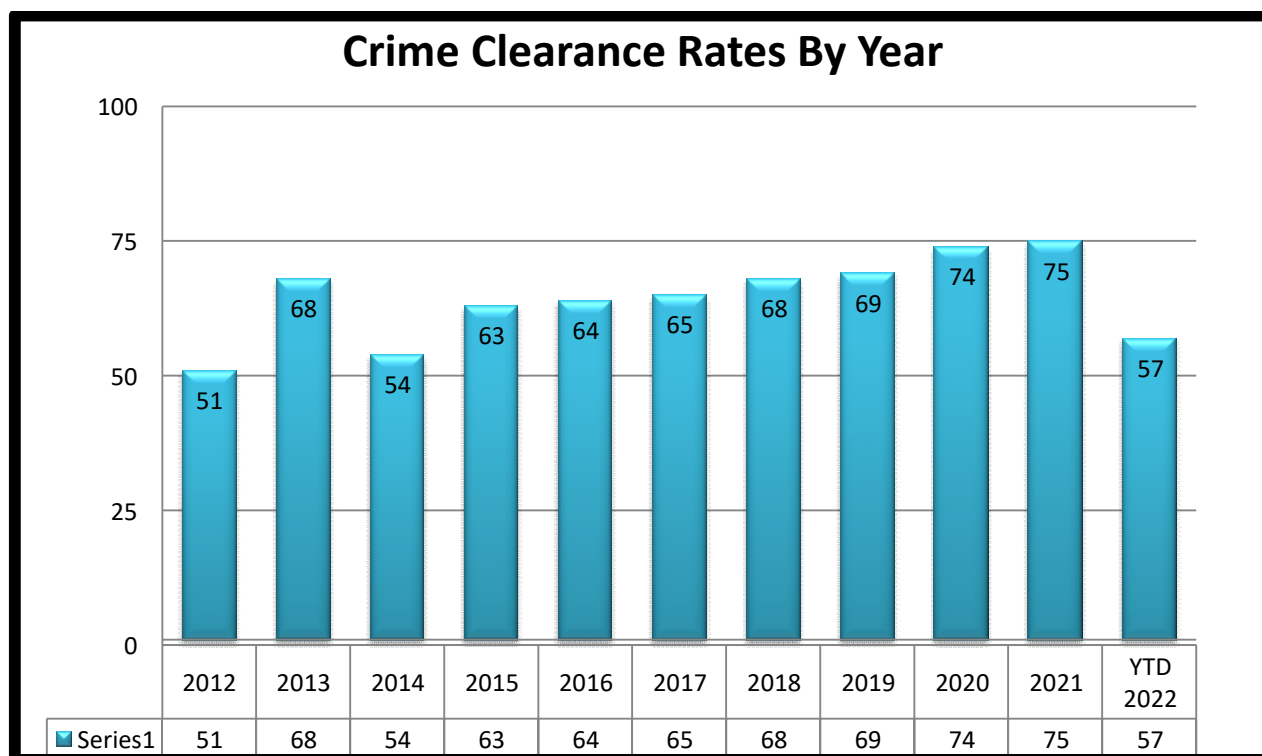


CRIME CLEARANCE RATE:

Each law enforcement agency in the Nation submits monthly reports to the Uniform Crime Reporting (UCR) Program. This program collects and reports crime offense data for the Nation, categorizing crime data as Part I or Part II offenses. Part I offenses include: Murder/Non-Negligent, Forcible Rape, Robbery, Assault(s), Burglary, Larceny/Theft, Motor Vehicle Thefts, and Arson. Part II offenses include all other crime classifications outside those defined as Part I offenses. These monthly reports also afford the Two Rivers Police Department the ability to monitor our crime clearance rate. The crime clearance rate is simply the percentage of offenses reported as compared to how many of those offenses were cleared or resolved. The Two Rivers Police Department is proud to note that our crime clearance rates are generally well above the average for the State of Wisconsin. Because some cases that are reported in one month may be solved or “cleared” the next month or months later, it is difficult to state crime clearance rates as purely a monthly rate. For our purposes, we continue to track our CCR rates across the months and years as well.

	June
Reported Part 1 Cases	12
Cases Cleared	6
Crime Clearance Rate	50%

Crime Clearance Rate YTD: 57%



Adult & Juvenile Arrest/Charge Summary:

The following is the total of ADULT and JUVENILE ARRESTS/CHARGES made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

2022	
Adult Arrests	40
Juvenile Arrests	17
Total	57

Field Warnings 2022

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
FIELD WARNING													
6-5-22 KEEPING OF CHICKENS & DUCKS	0	0	1	0	1	0	0	0	0	0	0	0	2
9-1-4 W/O INJ DISORDERLY CONDUCT WITHOUT INJURY	0	2	0	0	0	0	0	0	0	0	0	0	2
346.57(4)(e) 001 SPEEDING ON CITY HIGHWAY (1-10 MPH)	0	0	0	3	3	5	0	0	0	0	0	0	11
346.57(4)(e) 007 SPEEDING ON CITY HIGHWAY (16-19 MPH)	0	0	0	0	0	3	0	0	0	0	0	0	3
346.57(4)(f) 005 SPEEDING IN OUTLYING DISTRICT (11-15 MPH)	0	0	0	0	1	0	0	0	0	0	0	0	1
346.57(4)(e) 006 SPEEDING ON CITY HIGHWAY (11-15MPH)	0	0	0	4	11	26	0	0	0	0	0	0	41
341.04 NON-REGISTRATION OF VEHICLE	0	0	1	5	5	4	0	0	0	0	0	0	15
346.46(2)(A) IMPROPER STOP/STOP SIGN-STOP LINE	0	0	0	0	0	1	0	0	0	0	0	0	1
346.18(3) FAIL/YIELD RIGHT/WAY FROM STOP SIGN	1	0	0	0	0	1	0	0	0	0	0	0	2
346.57(2) UNREASONABLE AND IMPRUDENT SPEED	1	0	0	0	0	0	0	0	0	0	0	0	1
346.46 001 FAIL TO STOP/IMPROPER STOP AT STOP SIGN	0	0	0	1	3	5	0	0	0	0	0	0	9
346.37(1)(C)1 001 VIOLATE RED TRAFFIC SIGNAL	0	0	0	0	2	0	0	0	0	0	0	0	2
341.04(1) 001 NON-REGISTRATION OF AUTO, ETC	3	2	5	0	0	0	0	0	0	0	0	0	10
346.57(2) 007 FAILURE TO KEEP VEHICLE UNDER CONTROL	0	0	0	0	0	1	0	0	0	0	0	0	1

346.46 FAIL TO STOP/IMPROPER STOP AT STOP SIGN	0	0	0	1	1	0	0	0	0	0	0	0	2
344.62(2) OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE	2	2	2	0	0	1	0	0	0	0	0	0	7
344.62(1) 001 OPERATING MOTOR VEHICLE W/O INSURANCE	1	1	7	2	4	3	0	0	0	0	0	0	18
341.15(3)(B) IMPROPER DISPLAY/PLATES (HARD TO SEE)	1	0	0	0	0	0	0	0	0	0	0	0	1
9-6-4/OWNERS RESPONSIBILITY OF OWNERS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS	0	2	1	0	0	0	0	0	0	0	0	0	3
341.15(1m)(a) FAIL/ATTACH REAR REGIS. DECAL/TAG	1	0	0	1	0	1	0	0	0	0	0	0	3
6-5-7(C)-2-10 RESTRICTIONS ON KEEPING DOGS (DOG AT LARGE)	0	0	0	2	3	1	0	0	0	0	0	0	6
6-5-21 LIMIT ON NUMBER OF DOGS AND CATS	0	1	1	0	0	0	0	0	0	0	0	0	2
6-5-7(A)(2)(A) DOG AT LARGE - ON PREMISE	1	0	0	4	2	4	0	0	0	0	0	0	11
346.37(1)(C)(1)/RED VIOLATE RED TRAFFIC SIGNAL	0	0	1	0	0	0	0	0	0	0	0	0	1
9-1-1 941.10 NEGLIGENT HANDLING OF BURNING MATERIALS	0	0	0	0	0	1	0	0	0	0	0	0	1
8-4-1(B) ABANDONMENT OF VEHICLES PROHIBITED	0	0	1	0	0	0	0	0	0	0	0	0	1
6-5-15 ANIMAL FECES	0	1	1	0	0	0	0	0	0	0	0	0	2
6-5-10 ANIMALS RUNNING AT LARGE (FOWL, DOVES, PIGEONS, ETC)	0	0	1	0	0	0	0	0	0	0	0	0	1
6-5-7(A)(2)(B) DOG AT LARGE - OFF PREMISE	1	2	6	0	0	0	0	0	0	0	0	0	9
6-5-6 PENALTY FOR FAILURE TO OBTAIN RABIES SHOT	1	5	3	4	4	7	0	0	0	0	0	0	24
6-5-1 DOG LICENSE	9	11	9	7	14	10	0	0	0	0	0	0	60
TR305.19(1) DOORS-HOODS, TRUNK LID-WORKING CONDITION	1	0	0	0	0	0	0	0	0	0	0	0	1
347.48(2m)(b) SEATBELT - OPERATOR USE REQUIRED	0	0	0	0	0	1	0	0	0	0	0	0	1
347.39(1) NO MUFFLER/DEFECTIVE MUFFLER	1	0	0	0	0	1	0	0	0	0	0	0	2
347.38(1) DEFECTIVE HORN OR UNNECESSARY NOISE	1	0	0	0	0	0	0	0	0	0	0	0	1
347.14(1) OPERATE VEHICLE W/O STOPPING LIGHTS	2	2	5	1	2	1	0	0	0	0	0	0	13

347.13(3) OPERATE VEHICLE W/O REGISTRATION LAMPS	0	0	3	0	0	0	0	0	0	0	0	0	3
347.13(1) NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT	1	1	2	0	0	0	0	0	0	0	0	0	4
346.57(5) SPEEDING - EXCEEDING ZONED & POSTED LIMIT/HWY CONST	5	4	11	5	2	0	0	0	0	0	0	0	27
346.57(4)(F) SPEEDING- 35MPH OUTLYING DISTRICT - CITY	0	1	2	0	0	0	0	0	0	0	0	0	3
346.57(4)(EM) SPEEDING 25 MPH SERVICE ROAD/CITY/VILLAGE	0	0	0	0	0	1	0	0	0	0	0	0	1
346.57(4)(E) SPEEDING 25 MPH HWY CITY/VILLAGE	4	2	4	0	0	0	0	0	0	0	0	0	10
346.48(1) FAIL TO STOP FOR SCHOOL BUS	0	0	0	0	0	1	0	0	0	0	0	0	1
346.46(1) FAILURE TO STOP FOR STOP SIGN	4	0	6	2	0	0	0	0	0	0	0	0	12
346.39(1) FAILURE TO STOP FOR FLASHING RED SIGNAL	0	5	0	0	0	0	0	0	0	0	0	0	5
346.23(1) FAIL YIELD RIGHT OF WAY PEDESTRIAN CONTROL INTERSECTION	0	0	0	0	1	0	0	0	0	0	0	0	1
346.18(2) FAILURE YIELD RIGHT OF WAY MAKING LEFT TURN	0	0	0	1	0	0	0	0	0	0	0	0	1
346.13(3) DEVIATE FROM DESIGNATED LANE	0	0	0	0	1	0	0	0	0	0	0	0	1
343.05(3)(a) OPERATE W/O VALID LICENSE	2	0	0	0	0	0	0	0	0	0	0	0	2
342.15(5) FAILURE TO TRANSFER VEHICLE TITLE	0	0	0	1	0	0	0	0	0	0	0	0	1
341.62 DISPLAY FALSE VEHICLE REGISTRATION PLATE	0	0	0	1	0	0	0	0	0	0	0	0	1
341.61(2) DISPLAY UNAUTH. VEH. REGISTRATION PLATE	0	1	0	0	0	0	0	0	0	0	0	0	1
341.04 001 NON-REGISTRATION OF VEHICLE <=10000 LBS	0	0	0	1	1	0	0	0	0	0	0	0	2
341.03(1) OPERATE AFTER VEH REV/SUSP OF REGISTRATION	0	0	3	2	1	0	0	0	0	0	0	0	6
347.09(1)(A) HEADLAMPS-VEHICLES EQUIPED W/2 HEADLAMPS	0	0	0	0	0	1	0	0	0	0	0	0	1
347.06(3) UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	5	3	10	3	1	3	0	0	0	0	0	0	25
347.06(1) OPER W/O REQUIRED LAMP LIGHTED	3	1	4	1	4	2	0	0	0	0	0	0	15
346.935(2) OPEN INTOXICANTS IN MOTOR VEHICLE BY PASSENGER/DRIVER	0	0	0	0	0	1	0	0	0	0	0	0	1

FIELD WARNING	51	49	90	52	67	86	0	0	0	0	0	0	395
Totals	51	49	90	52	67	86	0	0	0	0	0	0	395

Municipal Citations 2022

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
ORDINANCE													
10-1-15(3)(A) FENCE HEIGHT IN FRONT YARD	0	0	0	0	0	1	0	0	0	0	0	0	1
11-2-2 ELECTRICAL CODES	0	0	0	0	1	0	0	0	0	0	0	0	1
9-1-4 W/INJ DISORDERLY CONDUCT WITH INJURY	0	0	0	1	1	1	0	0	0	0	0	0	3
9-1-4 W/O INJ DISORDERLY CONDUCT WITHOUT INJURY	3	3	2	1	3	1	0	0	0	0	0	0	13
9-1-2(E)(3) POSSESS ANY ELECTRONIC SMOKING DEVICE UNDER 18	0	0	0	3	2	0	0	0	0	0	0	0	5
125.07(4)(B) 17-20 UNDERAGE DRINKING/POSSESS 17-20	0	0	0	1	0	0	0	0	0	0	0	0	1
9-1-1 947.0125(3)(C) UNLAWFUL USE OF COMPUTERIZED COMMUNICAITON-HARASSMENT	0	0	0	0	0	1	0	0	0	0	0	0	1
9-2-10(C) CONTRIBUTE TO TRUANCY	2	0	2	0	3	1	0	0	0	0	0	0	8
943.50(1M)(A) MISD RETAIL THEFT - ALTER PRICE	0	0	1	0	0	0	0	0	0	0	0	0	1
9-1-3 (2) 120.12(20) SMOKING ON SCHOOL PROPERTY PROHIBITED	0	0	1	0	0	0	0	0	0	0	0	0	1
943.13(1M)(B) TRESPASS TO LAND-REMAIN AFTER NOTICE	0	0	0	1	0	0	0	0	0	0	0	0	1
125.07(4)(A)1 17-20 UNDERAGE DRINKING-PROCURES 17-20	0	0	0	2	0	0	0	0	0	0	0	0	2
9-6-4/OWNERS RESPONSIBILITY OF OWNERS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS	0	2	1	0	3	14	0	0	0	0	0	0	20
9-2-13 POSSESSION OF DRUG PARAPHERNALIA	0	2	0	0	2	0	0	0	0	0	0	0	4
9-2-12 POSSESSION OF TETRAHYDROCANNABINOLS/8 GM OR LESS	0	2	2	0	0	1	0	0	0	0	0	0	5
9-1-2(B) SALE OR GIFT OF CIGARETTES, NICOTINE OR TOBACCO PRODUCTS TO PERSON UNDER 18 YOA	1	0	0	0	0	0	0	0	0	0	0	0	1
943.14 CRIMINAL TRESPASS TO DWELLING	0	0	0	1	0	0	0	0	0	0	0	0	1
6-1-1 125.07(4)(B) UNDERAGE DRINKING-POSSESS/CONSUMES	1	0	0	0	0	0	0	0	0	0	0	0	1
9-2-7 DISORDERLY CONDUCT WITH MOTOR VEHICLE (NOT IN PARK)	0	0	0	0	0	1	0	0	0	0	0	0	1

9-2-5/10P-7A LOUD AND UNNECESSARY NOISE/VIBRATIONS 10PM-7AM	1	0	0	0	2	0	0	0	0	0	0	0	3
9-1-1 947.012 DISORDERLY CONDUCT WITH TELEPHONE	1	0	0	0	0	0	0	0	0	0	0	0	1
9-1-1 941.10 NEGLIGENT HANDLING OF BURNING MATERIALS	0	0	0	0	0	1	0	0	0	0	0	0	1
9-2-10(B) HABITUAL TRUANCY	1	1	2	1	1	0	0	0	0	0	0	0	6
9-2-10(A) SIMPLE TRUANCY	0	5	0	2	4	1	0	0	0	0	0	0	12
8-4-1(B) ABANDONMENT OF VEHICLES PROHIBITED	0	1	1	0	0	0	0	0	0	0	0	0	2
6-5-7(A)(2)(B) DOG AT LARGE - OFF PREMISE	0	2	0	0	0	0	0	0	0	0	0	0	2
6-5-1 DOG LICENSE	3	0	0	0	0	1	0	0	0	0	0	0	4
ORDINANCE Totals	13	18	12	13	22	24	0	0	0	0	0	0	102
Totals	13	18	12	13	22	24	0	0	0	0	0	0	102

Traffic Citations 2022

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
TRAFFIC													
343.44(1)(b) 013 OPERATING WHILE REVOKED (FORFEITURE)	2	0	0	0	1	0	0	0	0	0	0	0	3
346.57(4)(e) 006 SPEEDING ON CITY HIGHWAY (11-15MPH)	0	0	0	1	0	2	0	0	0	0	0	0	3
341.04 NON-REGISTRATION OF VEHICLE	0	0	0	5	0	4	0	0	0	0	0	0	9
346.18(3) FAIL/YIELD RIGHT/WAY FROM STOP SIGN	2	0	0	0	0	0	0	0	0	0	0	0	2
346.87 UNSAFE BACKING OF VEHICLE	0	0	0	0	2	0	0	0	0	0	0	0	2
346.57(2) UNREASONABLE AND IMPRUDENT SPEED	1	0	0	0	0	0	0	0	0	0	0	0	1
346.62(2) RECKLESS DRIVING-ENDANGER SAFETY	1	0	0	0	1	0	0	0	0	0	0	0	2
341.04(1) 001 NON-REGISTRATION OF AUTO, ETC	1	1	2	0	0	0	0	0	0	0	0	0	4
346.89(3)(a) 001 TEXTING WHILE DRIVING	0	0	0	0	1	0	0	0	0	0	0	0	1
346.46 FAIL TO STOP/IMPROPER STOP AT STOP SIGN	0	0	0	0	0	1	0	0	0	0	0	0	1
346.06 004 FAILURE TO YIELD RIGHT OF WAY	0	0	0	0	0	1	0	0	0	0	0	0	1
346.63(1)(A) 002 OPERATING WHILE INTOX (1ST)	0	1	0	0	0	0	0	0	0	0	0	0	1
344.62(1) 001 OPERATING MOTOR VEHICLE W/O INSURANCE	1	0	1	5	2	6	0	0	0	0	0	0	15
343.44(1)(a) 004 OPERATING AFTER SUSPENSION (4TH+)	1	0	0	0	0	0	0	0	0	0	0	0	1

343.44(1)(a) 003 OPERATING AFTER SUSPENSION (3RD)	0	0	0	0	0	1	0	0	0	0	0	0	1
346.88(4) 001 MV WINDOWS NOT REASONABLY CLEAN	1	0	0	0	0	0	0	0	0	0	0	0	1
346.04(2t) RESIST OFFICER/FAIL TO STOP FOR OFFICER	0	1	0	0	0	0	0	0	0	0	0	0	1
346.04(3) OPERATOR FLEE/ELUDE OFFICER	1	0	0	0	0	0	0	0	0	0	0	0	1
346.935(3) OPEN INTOXICANTS OR NITROUS OXIDE IN MV BY DRIVER	0	0	0	0	0	1	0	0	0	0	0	0	1
347.48(2m)(b) SEATBELT - OPERATOR USE REQUIRED	0	0	0	0	4	3	0	0	0	0	0	0	7
347.39(1) NO MUFFLER/DEFECTIVE MUFFLER	0	0	0	0	0	1	0	0	0	0	0	0	1
346.70(1) 001 FAILURE TO NOTIFY POLICE OF ACCIDENT	0	0	1	0	0	0	0	0	0	0	0	0	1
346.69 HIT AND RUN PROPERTY ADJACENT TO HIGHWAY	1	0	2	0	0	0	0	0	0	0	0	0	3
346.68 HIT AND RUN- UNATTENDED VEHICLE	0	0	0	0	0	1	0	0	0	0	0	0	1
346.63(1)(B) CIR OWI- OPERATE WITH PAC OVER LEGAL LIMIT	0	0	1	0	0	0	0	0	0	0	0	0	1
346.63(1)(B) ORD OWI - OPERATE WITH PAC OVER LEGAL LIMIT	2	1	0	2	0	0	0	0	0	0	0	0	5
346.57(5) SPEEDING - EXCEEDING ZONED & POSTED LIMIT/HWY CONST	0	1	0	1	0	1	0	0	0	0	0	0	3
346.57(4)(F) SPEEDING-35MPH OUTLYING DISTRICT - CITY	0	0	1	0	0	0	0	0	0	0	0	0	1
346.57(4)(E) SPEEDING 25 MPH HWY CITY/VILLAGE	1	0	1	0	1	0	0	0	0	0	0	0	3
346.46(1) FAILURE TO STOP FOR STOP SIGN	3	1	0	1	0	0	0	0	0	0	0	0	5
346.39(1) FAILURE TO STOP FOR FLASHING RED SIGNAL	0	0	0	0	0	1	0	0	0	0	0	0	1
346.23(1) FAIL YIELD RIGHT OF WAY PEDESTRIAN CONTROL INTERSECTION	1	0	0	0	0	0	0	0	0	0	0	0	1
346.18(4) 001 FAIL/YIELD WHEN EMERGING FROM ALLEY	1	0	1	0	0	0	0	0	0	0	0	0	2
346.18(2) FAILURE YIELD RIGHT OF WAY MAKING LEFT TURN	0	1	0	0	0	0	0	0	0	0	0	0	1
346.18(1) FAIL RIGHT OF WAY UNCONTROLLED INTERSECTION	0	0	0	1	1	0	0	0	0	0	0	0	2
346.13(1) UNSAFE LANE DEVIATION	0	0	0	1	0	1	0	0	0	0	0	0	2
343.44(1)(b) OPERATING WHILE	1	2	0	6	0	2	0	0	0	0	0	0	11

REVOKED (REV DUE TO ALC/CONT SUST/REFUSAL)													
343.44(1)(a) 001 OPERATING AFTER SUSPENSION	0	0	2	2	2	1	0	0	0	0	0	0	7
343.05(3)(a) OPERATE W/O VALID LICENSE	3	2	4	5	3	2	0	0	0	0	0	0	19
341.15(3)(A) IMPROPER DISPLAY/PLATES (NO PLATES)	0	0	1	0	0	0	0	0	0	0	0	0	1
341.03(1) OPERATE AFTER VEH REV/SUSP OF REGISTRATION	1	0	1	0	0	0	0	0	0	0	0	0	2
343.05(3)(b) OPERATE MOTORCYCLE W/O VALID LICENSE	0	0	0	1	0	3	0	0	0	0	0	0	4
347.06(1) OPER W/O REQUIRED LAMP LIGHTED	0	2	0	1	0	1	0	0	0	0	0	0	4
346.89(1) INATTENTIVE DRIVING	4	0	0	2	2	1	0	0	0	0	0	0	9
346.63(1)(A) ORD OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	2	0	0	3	0	1	0	0	0	0	0	0	6
346.63(1)(A) CIR OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	0	0	1	0	0	1	0	0	0	0	0	0	2
TRAFFIC Totals	31	13	19	37	20	36	0	0	0	0	0	0	156
Totals	31	13	19	37	20	36	0	0	0	0	0	0	156

June 2022 Juvenile Arrests

Statute	Crime Code and Description	Counts	# of Arrests using Crime Code
940.225(3M)	11D 4TH DEGREE SEXUAL CONTACT WITHOUT CONSENT	1	1
9-2-10(A)	90B SIMPLE TRUANCY	1	1
9-2-10(B)	90B HABITUAL TRUANCY	1	1
9-1-1 947.0125(3)(C)	90C UNLAWFUL USE OF COMPUTERIZED COMMUNICAITON-HARASSMENT	1	1
9-1-4 W/INJ	90C DISORDERLY CONDUCT WITH INJURY	1	1
9-1-4 W/O INJ	90C DISORDERLY CONDUCT WITHOUT INJURY	2	2
51.15	90Z EMERGENCY DETENTION/MENTAL HEALTH	1	1
Totals:		8	8

June 2022 Adult Arrests

Statute	Crime Code and Description	Counts	# of Arrests using Crime Code
948.02(1)(E)	11D 1ST DEGREE CHILD SEX ASSAULT-CONTACT WITH PERSON UNDER 13	1	1
940.204(2)	13A BATTERY/THREAT TO HEALTHCARE PROVIDERS & STAFF	1	1
948.03(3)(B)	13A PHYSICAL ABUSE OF A CHILD - RECKLESS CAUSATION OF BODILY HARM	1	1
948.03(4)(B)	13A FAILING TO ACT TO PREVENT BODILY HARM	1	1
940.19(1)	13B BATTERY - SIMPLE	2	2
947.01(1) 13B	13B DISORDERLY CONDUCT - SIMPLE ASSAULT	2	2
940.203(2) THREAT	13C THREAT TO JUDGE/PROSECUTOR/LE OFFICER	1	1
943.01(1)	290 CRIMINAL DAMAGE TO PROPERTY	1	1
9-2-12	35A POSSESSION OF TETRAHYDROCANNABINOLS/8 GM OR LESS	1	1
961.41(3G)(AM)	35A POSSESS NARCOTIC SCH I OR II	1	1
961.41(3G)(B)	35A POSSESS OTHER SCHEDULE DRUG	1	1
961.41(3G)(E)	35A POSSESS THC	1	1
961.41(3G)(G)	35A POSSESS METHAMPHETAMINE	1	1
961.573(1)	35B POSSESS DRUG PARAPHERNALIA	4	4
948.11(2)(A)	370 EXPOSE CHILD TO HARMFUL MATERIAL	1	1
9-2-10(C)	90B CONTRIBUTE TO TRUANCY	1	1
9-1-4 W/INJ	90C DISORDERLY CONDUCT WITH INJURY	1	1
947.01(1) 90C	90C DISORDERLY CONDUCT - GENERAL	7	7
346.63(1)(A) CIR	90D OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	1	1
346.63(1)(A) ORD	90D OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE	1	1
968.075(1)(a)	90F DOMESTIC ABUSE	1	1
10-1-15(3)(A)	90Z FENCE HEIGHT IN FRONT YARD	1	1
51.15	90Z EMERGENCY DETENTION/MENTAL HEALTH	3	3
9-1-1 941.10	90Z NEGLIGENT HANDLING OF BURNING MATERIALS	1	1
9-2-7	90Z DISORDERLY CONDUCT WITH MOTOR VEHICLE (NOT IN PARK)	1	1
9-6-4/OWNERS	90Z RESPONSIBILITY OF OWNERS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS	15	15
9-7-2	90Z CHRONIC NUISANCES PROHIBITED	1	1
946.41(1) RESIST	90Z RESISTING AN OFFICER	1	1
946.49(1)(a)	90Z BAIL JUMPING-MISDEMEANOR	5	3
946.49(1)(b)	90Z BAIL JUMPING-FELONY	12	6
948.025(1)(D)	90Z REPEATED SEX ASSAULT OF SAME CHILD	1	1
968.09(1)	90Z WARRANT ON FAILURE TO APPEAR	1	1
973.10	90Z PROBATION HOLD	10	10
Totals:		84	76

2022 Public Works/WWTP Tracking			<u>2022</u>		<u>2021</u>	
			<u>July</u>	<u>Year-to-Date</u>	<u>July</u>	<u>Year-to-Date</u>
<u>ENGINEERING 2022</u>						
	Landfill Leachate Pumpage (gallons)		766,237	4,607,503	489,697	6,765,301
	Precipitation		4.70	22.50	6.50	34.39
	Number of Encumbrance property checks		30	194	39	347
<u>STREET DIVISION 2022 (Manhours)</u>			<u>July</u>	<u>Year-to-Date</u>	<u>July</u>	<u>Year-to-Date</u>
	Work for Engineering					6
	Shop/Vehicle Maintenance		468	3,277	549	4,841
	Street Maintenance		228	774	271	1,673
	Street Cleaning		127	543	138	1,183
	Street Signs/Painting		160	454	178	855
	Snow & Ice			719		940
	PT Snowplowers			26		322
	Bridge - maintenance			11	20	36
	Old Dump/Landfill/River Sediment					
	17th Street Bridge opening		129		190	381
	Storm Sewers					
	Refuse/Garbage			4		2
	Recycling/Leaf Collection			10		625
	Weed Cutting		72	159	125	219
	Work for Others		664	2,334	519	4,250
	Special Events					
	Landfill Maintenance		34		15	
	Landfill Sampling					
	PBS Sewers		3	40	7	59
	Salted Streets			15		20
	Plowed all city streets			5		6
	Open 17th Street Bridge		228	621	320	1059
<u>WASTEWATER UTILITY 2022</u>			<u>July</u>	<u>Year-to-Date</u>	<u>July</u>	<u>Year-to-Date</u>
	Wastewater Treated, Gallons		67,099,000	415,294,500	695,098,000	1,271,212,100
	MONTHLY AVERAGE: Daily Flow, Gallons		2,164,000	2,277,000	3,068,000	2,320,301
	MONTHLY AVERAGE: Daily BOD, Lbs.		4,236	4,314	4,097	4,156
<u>Plant Discharges (MONTHLY AVERAGE)</u>						
	Biological Oxygen Demand (BOD), mg/l		4.80	7.04	17.40	9.64
	Suspended Solids, mg/l		5.40	4.89	16.00	8.73
	Ammonia, mg/l		0.06	0.30	0.63	0.58
	Phosphorus, mg/l		0.27	0.23	0.57	0.42
	Fecal Coliform, per 100ml		10.00	16	331.00	50.75
	pH, Min (6.0)		6.70	6.6	6.90	6.88
	pH, Max (9.0)		7.00	6.9	7.40	7.07
<u>Chemicals</u>						
	Polymer, Gallons		88	616	88	1056
	Ferric Chloride, Gallons		2,589	16,999	2,156	26,335
	Chemical Purchases for the month		\$ -	\$ 37,435.79	\$ 10,030.00	\$ 37,668.92
	Mishicot Payment to City		\$ 6,125.06	\$ 50,660.20	\$ 7,338.41	\$ 83,532.83
	Emergency call-ins		2	10	1	24

June 2022 Public Works Narrative Tasks**ENGINEERING 2022****Lead water services and Sanitary Sewer lateral Replacement**

- Project was bid February 23, with Essential Sewer & Water being the low bidder
- Project includes replacement of 50 lead water services, and adjacent sewer laterals
- Contractor has replaced two services as of end of July, which were emergency due to leaking services.
- Contractor started work on other laterals August 1. Expects to continue work through October

Eggers Pond, (near 20th St & East River St)

- City staff and consultant continue to work on project coordination
- Contract was bid June 2, 2021, with Superior Sewer & Water being the low bidder.
- Street paving on 20th Street is expected to occur in August
- Pond Plantings scheduled for middle of August, with prairie plantings (around pond) scheduled for early October

17th Street Reconstruction

- Limits from East Street to Zlatnik Drive, and East Park Street to Jefferson Street
- Project was bid on February 23, with low bid from Jossart Bros. Construction
- Contractor mobilized equipment July 19; Started water main construction July 25.
- Expect to complete water main construction mid August, and start service lateral replacement, with storm sewer construction expected in early September.
- Upon completion of work east of the bridge, work is expected to start between East Park Street and Jefferson

Street Improvement Grants

- Staff submitted additional applications in early June for street improvement grants for years 2023-2027. Applications were submitted for Roosevelt Ave, East River St, Lincoln St, 23rd St (West of Lincoln Ave), Emmet St, 13th/Monroe Streets, 26th/Williams/27th Streets, Neshotah Rd, Pierce St, Jefferson St, and School St (10th-14th).

Pierce Court Drainage

- Staff is coordinating with a consultant on cleaning a drainage ditch which drains the Pierce Ct area
- Work is planned based on drainage channel siltation, causing water in the channel.

Shoreline Protection

- Staff and consultant submitted the permit application for shoreline protection placed at DPW/WWTP area, Eggers Pond Site, Lot F, and Neshotah Pond area, as required by DNR.

Sidewalk Repair

- Future contract(s) to be bid for additional sidewalk complaint areas, as marked in prior years
- Staff is responding to additional complaints, for which notices have been sent to affected residents.

Storm Lateral, and mini storm sewer work continues to be considered to help provide location

STREET DIVISION 2022

17th Bridge Openings (228)
 Weed Cutting - City - Private Lots
 Street Sweeping
 Haul Street Sweepings To Landfill
 Street Painting
 PBS Sewers (3) City Main Open All Three
 BiWeekly - Monthly - Semi Annual Sewers
 HydroVac At WWTP
 HydroVac For Electric Dept.
 Install / Remove Banners Washington & 22nd St.
 Replace Red Concrete Crosswalks 17th & Washington
 Street Openings - Concrete - Blacktop
 Set Up Take Down Barricades For SnowFest / Parade / Fish Derby
 Repair Replace Street Signs
 StormWater Pond Inspections
 Repair Washouts Brown's Dr. Storm Pond
 Hydro/Sandblast Painted Parking Stalls Senior Center

WASTEWATER UTILITY 2022



**Two Rivers
July 2022**

Prepared By: Patrick Murphy – MEUW Regional Safety Coordinator

SAFETY REPORT

ACCOMPLISHMENTS

1. Training

- Digger Derrick/Crane Classroom. Practical in August

2. Audits/Inspections

No Inspections

3. Compliance/Risk Management

- Site and field inspections
- First Aid supplies and upcoming compliance changes (October of 2022)

GOALS AND OBJECTIVES

1. Training

- Annual compliance training TRPD- Completed
- Table Top Exercise Development ongoing

2. Audits/Inspections

- Field Inspections

3. Compliance/Risk Management

- Continue to promote good investigation and root cause analysis for all incidents
- Promote incident and near miss reporting

Jul-22

CITY OF TWO RIVERS

Section 11, Item C.

ULTRAFILTRATION FACILITY MONTHLY OPERATING REPORT

ULTRAFILTRATION MEMBRANE FACILITY PRODUCTION

TOTAL PRODUCTION	40,680,520 GAL/MONTH
LESS BACKWASH WATER	4,728,240 GAL/MONTH
WATER TO CITY	35,952,280 GAL/MONTH
MAX. DAILY WATER PRODUCTION	1,540,790 GAL/DAY
MIN. DAILY WATER PRODUCTION	1,142,320 GAL/DAY
AVERAGE DAILY WATER PRODUCTION	1,312,270 GAL/DAY

TOTAL PRODUCTION	40680520 GAL/MONTH
WATER TO CITY	35952280 GAL/MONTH

PUMP OPERATION

LOWLIFT PUMPS

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

HIGHLIFT PUMPS

1	2	3	4	
312	0	0	462	HR/MO
10.1	0	0	14.9	HR/DAY

USED FOR PRODUCTION ONLY

CHEMICAL USAGE

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

POUNDS USED	PMG	PPM
3195.0	0.09	0.00
4959.0	0.12	0.00
468.0	0.01	0.00
1838.0	0.00	0.00
963.1	0.02	0.00
40 gals	----	----

RESERVOIR OPERATIONS

HOURS OF OPERATION
 PUMP HOURS PER MONTH

HR/MONTH

PUMP 7	PUMP 8	PUMP 9	TOTAL
414	0	420	834

TOTAL GALLONS PUMPED PER MONTH

9,955,000 GAL/MONTH

MAXIMUM GALLONS PER DAY

503,000 GAL/DAY

MINIMUM GALLONS PER DAY

230,000 GAL/DAY

AVERAGE GALLONS PER DAY

321,129 GAL/DAY

REPORT PREPARED BY

Garret Wachowski

DATE

8/2/2022




Police Department
1717 East Park Street
Post Office Box 87
Two Rivers, WI 54241-0087

EMERGENCY DIAL911
 Non-Emergency Police Response.....(920)686-7200

Police Business Office.....(920)793-1191
 Mon.-Fri. 7:00 a.m. to 4:30 p.m.
 Fax(920) 793-5500
 Emailtrpolice@two-rivers.org

TO: Jamie Jackson, City Clerk

FROM: Chief Brian W. Kohlmeier 

DATE: August 4, 2022

SUBJECT: Alcohol Beverage License: Adam E. Gauthier

It is my recommendation to deny the application for an Alcohol Beverage License to Adam E. Gauthier. This recommendation is based on Gauthier being charged and convicted of multiple offenses substantially related to the license use. Mr. Gauthier has been convicted of the Felony offense of Manufacture/Delivery of THC (Marijuana). Mr. Gauthier has an additional related Misdemeanor conviction of Possession of THC. In addition to these criminal offenses, Mr. Gauthier has a 2007 conviction of Operating of Motor Vehicle While Intoxicated.

Mr. Gauthier meets the definition of a "Criminal Offender" pursuant to WI Statute 125.04 (5)(b), based on these felony and misdemeanor convictions.

Based on this information, Adam E. Gauthier is not suitable to hold an Alcohol Beverage License within Two Rivers at this time.

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/08/2022	131660	Streicher's	Vest - FD	100-52200-3850	STATEMENT 4/8/2022	40.00-
Total 131660:						40.00-
07/12/2022	132065	Duckett, Travis & Christina	Refund due to overpayment on final bill.	660-21130	6/9/2022	166.48-
Total 132065:						166.48-
07/06/2022	132220	Sleger Holdings LLC	BIDC Loan - Ec Dev	290-56700-7520	06/30/2022	175,000.00
Total 132220:						175,000.00
07/07/2022	132221	ADRC of the Lakeshore	Reimburse ADRC for May congregate m	250-23150	07/07/2022	346.00
Total 132221:						346.00
07/07/2022	132222	Amazon Business - Debit Memo	Supplies - Cust Serv	690-59840-3900	1HVQ-KLKW-WMYF	42.98
07/07/2022	132222	Amazon Business - Debit Memo	Supplies - Maint	100-51600-3500	1KRR-QXQR-W4F4	532.80
Total 132222:						575.78
07/07/2022	132223	Atwell, Sally	Energy Star Rebate - Dehumidifier	660-29253	07/01/2022	15.00
Total 132223:						15.00
07/07/2022	132224	Aurora EAP	EAP - Quarterly 7/1/22-9/30/22	500-51510-2900	505-CI0000870	1,059.84
Total 132224:						1,059.84
07/07/2022	132225	Bayens, Matthew P.	Bands on the Beach 8/21/22	262-55320-2900	07/01/2022	700.00
Total 132225:						700.00
07/11/2022	132226	Bergeon, Bob & Shan	Class canceled during COVID	100-46720	RECEIPT #23999	.00
Total 132226:						.00
07/07/2022	132227	Blackstone Publishing	A-audio-Lib	280-55111-3470	2048848	143.99
Total 132227:						143.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/07/2022	132228	Braun Building Center	Supplies-Rec	258-56700-2900	BB074790502 BB0747764	164.00
Total 132228:						164.00
07/07/2022	132229	Cedar Crest Ice Cream	Parks & Rec	262-55320-3790	0992217204	654.74
07/07/2022	132229	Cedar Crest Ice Cream	Parks & Rec	262-55320-3790	0992217305	201.60
Total 132229:						856.34
07/07/2022	132230	Christopher Electric	Refund - Voided Permit EL-2022-0098	100-44310	2022-104	200.00
Total 132230:						200.00
07/07/2022	132231	Cintas Corp	Supplies - Water & Electric	650-59643-3900	5113151139	90.40
Total 132231:						90.40
07/07/2022	132232	City Of Manitowoc	Monthly Bus Pass - May 2022	250-23103	0345059	60.00
Total 132232:						60.00
07/07/2022	132233	Civic Systems LLC	Semi-Annual Software Support - 7/1/22-1	100-51510-2403	CVC22332	9,298.00
Total 132233:						9,298.00
07/07/2022	132234	Crescent Electric Supply Co	Stock #s 17629/PO# 51095	660-19154	S510371396.001	2,497.50
Total 132234:						2,497.50
07/07/2022	132235	Dahm, Robert	Energy Star Rebate - Dehumidifier	660-29253	07/01/2022	15.00
Total 132235:						15.00
07/07/2022	132236	DeBruyn, Don	Solar Credit Refund - Acct 8421-0	660-21130	07/05/2022	150.80
Total 132236:						150.80
07/07/2022	132237	Digger's Hotline	Split distribution	660-59584-2900	06/30/2022	712.00
Total 132237:						712.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/07/2022	132238	Erickson Sports Apparel	Logowear	258-56700-2910	102898	4,447.00
Total 132238:						4,447.00
07/07/2022	132239	Essential Sewer and Water Services LLC	Public lateral replacement for 2206 Jacks	690-19107	211345	6,477.00
Total 132239:						6,477.00
07/07/2022	132240	Fishkin Lucks LLP	Legal Fees - Paragon Foreclosure	290-56700-2100	10555	190.91
07/07/2022	132240	Fishkin Lucks LLP	Legal Fees - Paragon Foreclosure	290-56700-2100	10627	525.06
Total 132240:						715.97
07/07/2022	132241	Fox Cities Magazine	Advertising - July 2022 Issue	258-56700-2910	00033651	1,050.00
Total 132241:						1,050.00
07/07/2022	132242	Frank's Radio Service Inc.	Channel Knob - PD	100-52115-2450	120908	7.55
Total 132242:						7.55
07/07/2022	132243	Garage Door Specialty LLC	Service Call - Elec	660-59598-2900	1100	140.00
Total 132243:						140.00
07/07/2022	132244	Graybar	Receptacles & Covers for Substation - E	660-59582-3900	9327413796	74.52
Total 132244:						74.52
07/07/2022	132245	James Imaging Systems Inc.	Printers Contract RI4490-MPS-01 - Cove	660-59921-3900	1205639	392.54
Total 132245:						392.54
07/07/2022	132246	Klein, Patricia Ann	Simply Seniors Exercise Class - 6/1/22-6	100-55300-2900	07/05/2022	88.80
Total 132246:						88.80
07/07/2022	132247	Kulpa Jr, Frank	Solar Credit Acct #8419-0	660-21130	07/05/2022	190.70
Total 132247:						190.70

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/07/2022	132248	Larsen, Edward G.	TR Central Park Concert Series 8/11/22	262-55320-2900	7/1/22	625.00
Total 132248:						625.00
07/07/2022	132249	Lawson Products	Sign shop pins - DPW	100-53320-3900	9309684467	17.04
Total 132249:						17.04
07/07/2022	132250	Luisier Plumbing Inc	Testing - Rec	100-55200-2900	27106	796.00
Total 132250:						796.00
07/07/2022	132251	Midwest Meter Inc	Water Meters - Wtr	650-19346	0144298-IN	5,896.00
Total 132251:						5,896.00
07/07/2022	132252	Northern Lake Service Inc	TOC/TTHM/Haloacetic samples - WTR	650-59642-2900	420186	673.52
Total 132252:						673.52
07/07/2022	132253	OpenPoint LLC	OpenPoint Subscription - July 2022	660-59923-2403	1267	2,350.00
Total 132253:						2,350.00
07/07/2022	132254	Payment Service Network	Services 06/01/2022-06/30/2022	690-59840-3900	260385	7.95
Total 132254:						7.95
07/07/2022	132255	Piggly Wiggly	Hot dog buns - Rec	262-55320-3790	021001010844 & 0010069	17.90
Total 132255:						17.90
07/07/2022	132256	Preston, James	Bands on the Beach 8/6/22	262-55320-2900	07/01/2022	750.00
Total 132256:						750.00
07/07/2022	132257	Prompt Printing Center	Envelopes - Finance	100-51510-3100	34915	161.00
Total 132257:						161.00
07/07/2022	132258	Shawn Williams Creative-Social Media	Social Media strategy, Jneteenth, Kayak	258-56700-2910	904	750.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132258:						750.00
07/07/2022	132259	Steve's Scope Mounting & More	Ammunition-PD	100-52100-3144	642889	1,000.00
Total 132259:						1,000.00
07/07/2022	132260	Suettinger's Keys LLC	Service Call / Primus Deadbolt lock - Rec	100-55200-2900	124319	422.95
Total 132260:						422.95
07/07/2022	132261	Superior Chemical Corp	Janitorial Supplies - PWD	100-53200-3500	337994	120.11
Total 132261:						120.11
07/07/2022	132262	The Listening Party LLC	Bands on the Beach 8/14/22	262-55320-2900	07/01/2022	750.00
Total 132262:						750.00
07/07/2022	132263	Transcendent Technologies	Ascent Land Records Implementation (M	459-51600-8170	M5681	1,631.25
Total 132263:						1,631.25
07/07/2022	132264	Two Rivers Historical Society	July 2022 Monthly Support Pymt	258-56700-2910	JULY2022	250.00
Total 132264:						250.00
07/07/2022	132265	USA Blue Book	Supplies - WWTP Customer # 722911	690-59820-3900	024937	276.69
Total 132265:						276.69
07/07/2022	132266	Wisconsin Public Service	PARK SHELTER	100-55200-2220	0401271669-14;6/22	18.44
07/07/2022	132266	Wisconsin Public Service	Bridge Bldg - Engineering	100-53341-2220	0401271669-30;6/22	18.44
07/07/2022	132266	Wisconsin Public Service	1401 Lake Street	660-49390	0401271669-35;6/22	603.68
07/07/2022	132266	Wisconsin Public Service	1520 17TH ST - Rec	100-55140-2220	0401271669-4;6/22	265.08
07/07/2022	132266	Wisconsin Public Service	CEMETERY	100-54910-2220	0401271669-5;6/22	23.90
07/07/2022	132266	Wisconsin Public Service	1300 35th Street - Rec	100-55400-2220	0401271669-7;6/22	21.43
Total 132266:						950.97
07/07/2022	132267	Wolter Inc.	Chipper Repair - Elec	660-19184	532224835	69.03

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/07/2022	132267	Wolter Inc.	Chipper Repair - Elec	660-19184	532224880	69.69
Total 132267:						138.72
07/07/2022	132268	Woodland Dunes Nature Center	Solar Credit Refund - Acct #8420-0	660-21130	07/05/2022	140.90
Total 132268:						140.90
07/14/2022	132269	4 Control Inc	Substations/Radio Tower Spraying - Elec	660-59588-2900	8158	655.70
Total 132269:						655.70
07/14/2022	132270	Amazon Business - Debit Memo	Supplies-Clerk	100-51420-3100	1DJF-X3CN-VCXM	75.95
07/14/2022	132270	Amazon Business - Debit Memo	Supplies - PD	100-52100-2913	1TJR-CLCM-V9WQ	88.90
07/14/2022	132270	Amazon Business - Debit Memo	Supplies - Maint	100-51600-3500	1XJM-TP3P-TQXF	341.35
Total 132270:						506.20
07/14/2022	132271	American Public Works Assoc	Membership renewal-McDonald	100-53100-3210	832083 - 7/05/2022	237.00
Total 132271:						237.00
07/14/2022	132272	AnSer Services	After hours answering service-Elec & Wtr	650-59665-2900	6502-070122	222.00
Total 132272:						222.00
07/14/2022	132273	Arthur J Gallagher RMS Inc	22-23 Renewal of RR Protective Policy	239-56700-2900	4334208	3,000.00
Total 132273:						3,000.00
07/14/2022	132274	Ball Auto & Truck Parts Inc	supplies - WWTP	690-59831-3900	266255	175.95
Total 132274:						175.95
07/14/2022	132275	Bergeon, Shan	Girls Single A Refund - Cancelled during	100-46720	7/5/2022	59.00
Total 132275:						59.00
07/14/2022	132276	Blackstone Publishing	A Audio - Lib	280-55111-3470	2050392	87.17

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132276:						87.17
07/14/2022	132277	Braun Building Center	Mortar Mix - DPW	100-16120	BB075251501	167.45
Total 132277:						167.45
07/15/2022	132278	Buss, David	Central Park Concert Series - Clipper Cit	262-55320-2900	7/11/2022	.00
Total 132278:						.00
07/14/2022	132279	Center Point Large Print	Books (ALP) - Lib	280-55111-3430	1942480	43.74
Total 132279:						43.74
07/14/2022	132280	City of Two Rivers Petty Cash	Replenish Petty Cash Check Book	800-21130	07/06/2022	825.89
Total 132280:						825.89
07/14/2022	132281	Clipper City Chordsmen	Central Park Concert Series - 8/18/22	262-55320-2900	7/11/2022	350.00
Total 132281:						350.00
07/14/2022	132282	Coughlan Companies LLC	Books JNF - Lib	280-55112-3400	286254	327.84
07/14/2022	132282	Coughlan Companies LLC	Books JNF - Lib	280-55112-3400	287835	116.45
Total 132282:						444.29
07/14/2022	132283	Country Visions Cooperative	Diesel, Oil & Weed Killer - DPW	100-16120	STATEMENT 6/30/22	10,714.69
Total 132283:						10,714.69
07/14/2022	132284	Cretton Enterprises Inc	June 2022 Services - Lib	280-55110-3560	10695	2,733.67
07/14/2022	132284	Cretton Enterprises Inc	June 2022 Services - P & R	100-55200-2900	10696	5,567.25
Total 132284:						8,300.92
07/14/2022	132285	Dewane, Patrick	Reimbursement - Overpayment of Room	259-41210	7/12/2022	5,736.93
Total 132285:						5,736.93

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/14/2022	132286	Fastenal	Supplies - Elec	660-59588-3900	WIMAN290440	785.28
07/14/2022	132286	Fastenal	Vending-Wtr	650-59643-3900	WIMAN290442	90.93
Total 132286:						876.21
07/14/2022	132287	Fire Dept Petty Cash	Petty cash reimbursement	100-52200-3500	7/12/2022	73.57
Total 132287:						73.57
07/14/2022	132288	Fricke Printing Services Inc	Absentee Ballots Envelopes	100-51440-2910	240920	1,840.80
Total 132288:						1,840.80
07/14/2022	132289	GALLS LLC	Honor Guard Coats - PD	461-52100-8150	021009195	1,576.75
07/14/2022	132289	GALLS LLC	Ballistic Helmets - PD	100-52115-3850	OR20856173	6,657.21
Total 132289:						8,233.96
07/14/2022	132290	GFL Environmental	Services 06/01/2022-06/30/2022 -WWTP	690-59820-2900	U30000065614	292.47
Total 132290:						292.47
07/14/2022	132291	Grainger	Supplies - WWTP	690-59833-3900	9349699307	47.75
07/14/2022	132291	Grainger	Supplies - WWTP	690-59833-3900	9350566403	10.59
07/14/2022	132291	Grainger	Supplies - WWTP	690-59833-3900	9361580518	56.73
Total 132291:						115.07
07/14/2022	132292	Guardian Alliance Technologies	Social Media Screening Services	100-52120-2154	15745	40.00
Total 132292:						40.00
07/14/2022	132293	Hi-Way 42 Garage & Towing LLC	Towing - DPW	100-16120	48536	340.00
Total 132293:						340.00
07/14/2022	132294	Hoerth, Chad	Bands on the Beach - Bare Bones Blind -	262-55320-2900	7/11/2022	1,200.00
Total 132294:						1,200.00
07/14/2022	132295	HP Enterprises	Summer Reading Program - Mini Golf - L	280-55112-3510	7/12/2022	300.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132295:						300.00
07/14/2022	132296	John Fabick Tractor Company	New Control Panel Install - Elec	100-53200-2410	SIGP0008049	1,909.60
Total 132296:						1,909.60
07/14/2022	132297	Kaat's Water Conditioning Inc	Bottled water, 6303 Riverview Dr - 07/01/	419-53600-2900	6/30/2022	151.99
Total 132297:						151.99
07/14/2022	132298	Kemira Water Solutions Inc	FERRIC CHLORIDE - WWTP	690-59824-4910	9017757664	7,575.75
Total 132298:						7,575.75
07/14/2022	132299	KONE CHICAGO	Maintenance 07/01/2022-09/30/2022	660-59598-2900	962251876	392.40
Total 132299:						392.40
07/14/2022	132300	Kropp Concrete Products Inc	Adj Rings & Base - DPW	100-16120	29983	2,980.00
Total 132300:						2,980.00
07/14/2022	132301	Luisier Plumbing Inc	City Hall Car Garage	459-51600-8170	27046	9,450.00
Total 132301:						9,450.00
07/14/2022	132302	Manitowoc Co Recycling Center	50% RU Consolidation Grant Award 202	640-43545	705202226	1,442.55
Total 132302:						1,442.55
07/14/2022	132303	Manitowoc Disposal Inc	Recycling & Refuse Collect 6/25/22-7/8/2	640-53620-2900	6/25/22-7/8/22	14,729.61
07/14/2022	132303	Manitowoc Disposal Inc	Dumpster Service - DPW	640-53310-2900	63151	275.00
07/14/2022	132303	Manitowoc Disposal Inc	Services - P & R	640-53620-2900	63152	770.00
Total 132303:						15,774.61
07/14/2022	132304	Manitowoc Public Utilities	2124 Woodland Dr-WTP	690-59820-2210	6/29/2022	30.05
07/14/2022	132304	Manitowoc Public Utilities	Service - 5000 Memorial Dr. - Wtr	650-59602-2900	6/30/2022	636.96

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132304:						667.01
07/14/2022	132305	Manitowoc Trophy	4th of July Buttons - Rec	262-55320-3900	41594	9.00
07/14/2022	132305	Manitowoc Trophy	Name Badge - Mathis, Bauer, Sheeter -	100-55300-3900	41595	26.00
Total 132305:						35.00
07/14/2022	132306	Marco	Services - Library	280-55110-2130	31950460	271.34
Total 132306:						271.34
07/14/2022	132307	Maritime Plumbing and Mechanical LLC	Reconnect San Laterals - 2415 Hayes &	690-19107	44729	6,085.00
Total 132307:						6,085.00
07/14/2022	132308	Meridian Group Inc.	WHPC-Edgewater Terrace-Two Rivers L	239-56700-5950	MAY 23, 2022 - TIF REVE	20,000.00
Total 132308:						20,000.00
07/14/2022	132309	Murzyn, David J.	Central Park Concert Series - Out of the	262-55320-2900	7/13/2022	550.00
Total 132309:						550.00
07/14/2022	132310	Nelson & Associates LLC	Clothing-Z. Mueller - PD	100-52115-3852	2602	166.00
Total 132310:						166.00
07/14/2022	132311	North Central Laboratories	Supplies-WTP	690-59820-3900	472824	1,348.45
Total 132311:						1,348.45
07/14/2022	132312	Oshkosh Fire & Police Equipment	Diamond Cut All Blade - FD	100-52210-2410	187501	212.57
Total 132312:						212.57
07/14/2022	132313	Parkitecture & Planning LLC	Two Rivers Splashpad Construction Doc	415-55410-2900	3 - 7/6/22	9,204.00
Total 132313:						9,204.00
07/14/2022	132314	Payment Service Network	Central Park Donations/CC Fees	415-55410-2900	261424	18.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132314:						18.00
07/14/2022	132315	Pease, Thomas A	2022 Summer Reading Performer - Lib	280-55112-3510	7/11/2022	450.00
Total 132315:						450.00
07/14/2022	132316	Peterson, Charles	Energy Star Rebate - Dishwasher	660-29253	7/7/2022	25.00
Total 132316:						25.00
07/14/2022	132317	Petrzelka, Heidi	Credit Refund - due to overpayment on fi	660-21130	7/11/2022	166.48
Total 132317:						166.48
07/14/2022	132318	Pomp's Tire Services	Tires - DPW	100-16120	40061569	1,432.08
Total 132318:						1,432.08
07/14/2022	132319	Prompt Printing Center	Municipal Violation Forms - PD	100-52100-2912	34916	212.00
07/14/2022	132319	Prompt Printing Center	Garbage stickers - Cust Serv	640-53620-3900	34917	1,080.00
Total 132319:						1,292.00
07/14/2022	132320	Quarles & Brady LLP	TID 7, Amendment 3, Legal Reviews	236-56700-2900	6501025	1,443.50
Total 132320:						1,443.50
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12802	535.00
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12803	2,033.00
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12804	856.00
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12805	695.50
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12806	1,712.00
07/14/2022	132321	R&J Fricke Inc	Concrete - DPW	100-16120	12807	454.75
Total 132321:						6,286.25
07/14/2022	132322	Renegade Pest Management	Pest Control - City Hall	100-51600-3500	3482	70.00
Total 132322:						70.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/14/2022	132323	Schindler Elevator Company	Quarterly Billing 7/1/22-9/30/22 P & R	100-55140-2900	8105986826	936.74
Total 132323:						936.74
07/14/2022	132324	SEERA	Focus Program - 06/30/2022	660-29253	JUNE 2022	3,874.77
Total 132324:						3,874.77
07/14/2022	132325	Sentinel Technologies Inc.	Network Switches - IT	460-51900-8100	P691076	54,993.00
Total 132325:						54,993.00
07/14/2022	132326	SHI International Corp.	OES Annual Renewal	100-51450-2400	B15457683	6,643.20
Total 132326:						6,643.20
07/14/2022	132327	Suettinger's Keys LLC	Keys - Elec	660-59921-3900	124310	6.00
Total 132327:						6.00
07/14/2022	132328	Two Rivers Municipal Utilities	1326 E River Street	417-56700-2900	2595-06;7/22	5.75
Total 132328:						5.75
07/14/2022	132329	Unique	Placements - June 2022	280-55110-2130	6102806	46.60
Total 132329:						46.60
07/14/2022	132330	US Alliance Fire Protection Inc.	Annual Sprinkler Inspection - Lib	280-55110-2410	1046-F083038	325.00
Total 132330:						325.00
07/14/2022	132331	Utility Sales and Service Inc	TRK 27 Repair/Repair Pole Saw - Elec	660-19184	0074083-IN	1,842.45
Total 132331:						1,842.45
07/14/2022	132332	Van Ess, Tyler	Baseball Official 7/5/22	100-55300-2900	7/12/2022	40.00
Total 132332:						40.00
07/14/2022	132333	VIPRE Security	VIPRE Endpoint - Cloud Subscription Re	100-51450-2400	931136	2,455.70

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132333:						2,455.70
07/14/2022	132334	Waukesha Co Technical College	Tuition & Materials Fees-Glaser	100-52100-2920	S0773626	125.00
Total 132334:						125.00
07/14/2022	132335	West & Dunn LLC	Legal - General Matters	100-51340-2120	5246	5,959.11
Total 132335:						5,959.11
07/14/2022	132336	Wisconsin DNR-Environmental Fees	2022 Environmental Fees - WWTP	690-59855-2900	436005680-2022-1	13,778.40
Total 132336:						13,778.40
07/14/2022	132337	Wisconsin Media	Liquor License	100-51420-3220	0004741957	748.07
Total 132337:						748.07
07/14/2022	132338	Wisconsin Public Service	RESEVOIR	650-59661-2220	0401271669-02;6/22	23.72
07/14/2022	132338	Wisconsin Public Service	1916 COLUMBUS ST - Elec	660-59588-2220	0401271669-10;6/22	32.55
07/14/2022	132338	Wisconsin Public Service	CITY HALL	100-51600-2220	0401271669-24;6/22	81.29
07/14/2022	132338	Wisconsin Public Service	SOUTH TWR	650-59661-2220	0401271669-25;6/22	23.65
07/14/2022	132338	Wisconsin Public Service	EAST TWR	650-59661-2220	0401271669-26;6/22	26.68
07/14/2022	132338	Wisconsin Public Service	HIGH LIFT	650-59626-2220	0401271669-32;6/22	39.49
07/14/2022	132338	Wisconsin Public Service	FILTER PLANT	650-59643-2220	0401271669-33;6/22	1,800.97
Total 132338:						2,028.35
07/14/2022	132339	Wisconsin Supreme Court	2022 WI Municipal Court Clerk Seminar -	100-51200-2920	SEPTEMBER 22 & 23, 202	40.00
Total 132339:						40.00
07/14/2022	132340	WPPI - Debit Memo	June 2022 Purchased Power	660-59902-2900	25-62022	694,865.63
Total 132340:						694,865.63
07/14/2022	132341	WPPI Energy	Library HVAC retrofit project Loan Payme	280-55110-2950	17658;17659;17660;17662	1,836.12
Total 132341:						1,836.12

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/14/2022	132342	Zarnoth Brush Works Inc	Sweeper Brooms - DPW	640-53310-3900	0190086-IN	4,083.50
Total 132342:						4,083.50
07/21/2022	132343	4 K's Pest Control LLC	Pest control - Sr. Center	100-54150-2900	19498	45.00
Total 132343:						45.00
07/21/2022	132344	4impring Inc.	Coma Vacuum Tumbler w/ Straw	258-56700-3901	10150337	474.63
Total 132344:						474.63
07/21/2022	132345	AECOM Technical Services Inc	June 2022 Landfill Services	419-53600-2900	2000646698	1,440.00
Total 132345:						1,440.00
07/21/2022	132346	Airgas USA LLC	Cylinder Rent - WWTP	690-59833-2900	9989175662	309.44
Total 132346:						309.44
07/21/2022	132347	Amazon Business - Debit Memo	Supplies - Elec	660-59588-3900	1F74-DNMC-W46J	341.96
07/21/2022	132347	Amazon Business - Debit Memo	CREDIT - FD	100-52210-2410	1FLJ-JVVP-WFG4	21.58
07/21/2022	132347	Amazon Business - Debit Memo	Supplies- FD	100-52210-2410	1XJM-TP3P-TL3D	186.33
Total 132347:						506.71
07/21/2022	132348	B&M Waste Service Inc	Portable Restroom Rental - Neshotah Be	100-55200-2900	170255	340.00
Total 132348:						340.00
07/21/2022	132349	Badger Wholesale Company Inc.	Concession Food - P & R	262-55320-3790	1599081	422.85
Total 132349:						422.85
07/21/2022	132350	Ball Auto & Truck Parts Inc	Supplies - Rec	100-55140-2410	265869	3.98
Total 132350:						3.98
07/21/2022	132351	Cintas Corp	First Aid Cabinet - DPW	100-53300-3900	9184339754	75.81

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132351:						75.81
07/21/2022	132352	City of Two Rivers	Garbage Stickers - Library	640-46310	7/19/2022	80.00
Total 132352:						80.00
07/21/2022	132353	CivicPlus LLC	New Website Build & 1 Year Hosting	459-51600-8170	230003	8,250.00
Total 132353:						8,250.00
07/21/2022	132354	Complete Office of Wisconsin	Paper - PD	100-52100-2912	492022	77.50
Total 132354:						77.50
07/21/2022	132355	Cool City Cleaners Inc	Towels/Mops- WTP	690-59820-2900	105111	56.00
Total 132355:						56.00
07/21/2022	132356	Curt Andrews	Tree Power Incentive-Public Benefits	660-29253	7/18/2022	116.25
Total 132356:						116.25
07/21/2022	132357	Delta Dental of Wisconsin	Delta Premiums - Aug 2022	100-21532	1813018	6,390.20
Total 132357:						6,390.20
07/21/2022	132358	Duessing, Scott	Energy Star Partners Rebate-Dehumidifi	660-29253	7/18/2022	15.00
Total 132358:						15.00
07/21/2022	132359	Emerald Transformer	Disposal of PCB Control Panel - Elec	660-59588-2900	141004387	7.50
Total 132359:						7.50
07/21/2022	132360	ENTERPRISE FM TRUST	Monthly Lease Payments - July 2022	690-59828-2410	FBN4516023	6,344.67
Total 132360:						6,344.67
07/21/2022	132361	Erickson Sports Apparel	T-Shirts - P & R	262-55320-3900	102896	234.00
07/21/2022	132361	Erickson Sports Apparel	Logowear	258-56700-3901	102909	360.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/21/2022	132361	Erickson Sports Apparel	Logowear	258-56700-3901	102913	512.00
Total 132361:						1,106.00
07/21/2022	132362	Frank's Radio Service Inc.	Battery - FD	100-52210-2410	120954	139.45
Total 132362:						139.45
07/21/2022	132363	Fricke Printing Services Inc	Bat Labels - P & R	100-55300-3900	240990	243.75
Total 132363:						243.75
07/21/2022	132364	Garage Door Specialty LLC	Garage Door Repair/Warehouse - Elec	660-59598-2900	1266	1,585.00
Total 132364:						1,585.00
07/21/2022	132365	GoTo Technologies USA Inc.	Logmein Central Renewal - IT	100-51450-2400	IN60001387723	7,498.98
Total 132365:						7,498.98
07/21/2022	132366	Green Ignite	HID Retrofit LED Lamp - Elec	415-55410-3900	INV-004688	444.36
Total 132366:						444.36
07/21/2022	132367	Hardy Diagnostics	BHI Broth - Wtr	650-59643-3900	2784305	123.30
Total 132367:						123.30
07/21/2022	132368	Holschbach Excavating Inc	Bedding Sand - P & R	100-55300-3900	25467	35.00
Total 132368:						35.00
07/21/2022	132369	HVA Products Inc	Service Call - Lib	280-55110-2410	55854	775.00
07/21/2022	132369	HVA Products Inc	5 Year Software Maintenance - Lib	280-55110-2410	55891	1,275.00
Total 132369:						2,050.00
07/21/2022	132370	HydroCorp	Cross Connection Control Prog - June 2	650-59664-2900	0067696-IN	3,280.00
Total 132370:						3,280.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/21/2022	132371	James Imaging Systems Inc.	Contract RI13705-01 - Coverage Period	100-55140-3100	1212073	140.62
07/21/2022	132371	James Imaging Systems Inc.	Contract R113706-01 - Coverage Period	100-53100-3100	1212074	359.29
07/21/2022	132371	James Imaging Systems Inc.	Contract RI13707-01 - Coverage Period	100-55140-3100	1212428	685.28
Total 132371:						1,185.19
07/21/2022	132372	JSM Secure Inc.	VK Enhanced Door Access & Virtual Key	100-52200-2900	72584	300.00
Total 132372:						300.00
07/21/2022	132373	K&K Material Handling Inc	Repair to Dockboard @ GT Machine	417-56700-8170	463980 (GT MACHINE)	480.00
Total 132373:						480.00
07/21/2022	132374	Lamp Recyclers Inc.	Summer 2022 Recycling Event	660-59923-2900	117872	1,651.45
Total 132374:						1,651.45
07/21/2022	132375	Living Water Digital	Exploretworivers.com Website	258-56700-2910	LWD_21397	97.77
Total 132375:						97.77
07/21/2022	132376	Manitowoc Co Register Of Deeds	June Recording Fees	100-52400-2900	7/7/2022 - JUNE CHARGE	30.00
Total 132376:						30.00
07/21/2022	132377	Manitowoc Co Solid Waste	DPW - dumpster	640-53310-2900	STATEMENT 25580	196.63
07/21/2022	132377	Manitowoc Co Solid Waste	Account #162 June 2022 Service - Eng	640-53620-2900	STATEMENT 25593	10,992.84
07/21/2022	132377	Manitowoc Co Solid Waste	Dumpster - P&R	640-53620-2900	STATEMENT 25596	60.86
07/21/2022	132377	Manitowoc Co Solid Waste	Account #239 June 2022 Service - Eng	640-53310-2900	STATEMENT 25630	1,393.10
Total 132377:						12,643.43
07/21/2022	132378	Manitowoc Co Treasurer	County Jail & Driver Improvement Surch	100-21125	7/15/2022	942.85
Total 132378:						942.85
07/21/2022	132379	Manitowoc Disposal Inc	Dumpster Service - P & R	640-53620-2900	63320	357.50
Total 132379:						357.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/21/2022	132380	McMahon Associates Inc	Const, On-site Rep, CWF, Env Investigati	680-19107	927122	35,164.93
07/21/2022	132380	McMahon Associates Inc	Pierce Ct Outfall Permits	680-59740-2900	927139	102.00
07/21/2022	132380	McMahon Associates Inc	Stake R/W @ 29th St @ Forest Ave	100-53320-2900	927140	231.00
07/21/2022	132380	McMahon Associates Inc	Lake View Ave Stream Realignment	680-59740-2900	927141	102.00
Total 132380:						35,599.93
07/21/2022	132381	Pace Analytical	Woodfill Seep Analysis	419-53600-2900	2240118216	466.00
Total 132381:						466.00
07/21/2022	132382	Payment Service Network	Central Park Donations/CC Fees - Schmi	415-55410-2900	261890	22.09
Total 132382:						22.09
07/21/2022	132383	Peak Software Systems Inc.	SportsMan SQL Core thru 7/29/23 - P &	100-55300-2900	024764	3,054.00
Total 132383:						3,054.00
07/21/2022	132384	Prompt Printing Center	Envelopes-Assessing	100-51530-3100	34922	99.00
Total 132384:						99.00
07/21/2022	132385	R&J Fricke Inc	Concrete - DPW	100-16120	12929	454.75
07/21/2022	132385	R&J Fricke Inc	Concrete-PW	100-16120	12930	936.25
07/21/2022	132385	R&J Fricke Inc	Concrete-PW	100-16120	12931	829.25
Total 132385:						2,220.25
07/21/2022	132386	RESCO	Cutouts - Elec	660-19154	866567-00	6,510.50
Total 132386:						6,510.50
07/21/2022	132387	Schaus Roofing/Mechanical	Repair Walk in Freezer - Rec	100-54150-3500	SD5392	350.18
Total 132387:						350.18
07/21/2022	132388	State of Wisconsin	June 2022 penalty surcharges	100-21125	7/15/2022	2,813.32
Total 132388:						2,813.32

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/21/2022	132389	Suettinger's Keys LLC	Keys - Wtr	650-59643-3900	124311	2.00
Total 132389:						2.00
07/21/2022	132390	Superior Chemical Corp	Supplies-WWTP	690-59834-3900	338319	82.92
Total 132390:						82.92
07/21/2022	132391	Town & Country Engineering Inc.	2023 SDW Application	650-19107	24156	1,876.25
Total 132391:						1,876.25
07/21/2022	132392	Two Rivers Municipal Utilities	19th Street	417-56700-2900	8329-01;7/22	9.78
Total 132392:						9.78
07/21/2022	132393	USA Blue Book	Sodium Chloride - Wtr	650-59643-3900	035462	787.74
Total 132393:						787.74
07/21/2022	132394	Veterans' Plumbing LLC	Permit Cancelled	100-44320	2022-105	110.00
Total 132394:						110.00
07/21/2022	132395	Village of Mishicot Treasurer	June 2022 Municipal Court Forfeitures	100-21125	7/15/2022	1,388.71
Total 132395:						1,388.71
07/21/2022	132396	Vorpahl Fire & Safety	2022 Annual Inspection - City Hall	100-51600-3500	215344414	91.00
Total 132396:						91.00
07/21/2022	132397	Wells Fargo Vendor Financial Services L	Compact Track Loaders T595	457-53300-8160	5020900115	932.74
07/21/2022	132397	Wells Fargo Vendor Financial Services L	Toolcat 5600	457-53300-8160	5020900116	1,185.38
Total 132397:						2,118.12
07/21/2022	132398	Wisc Dept Of Revenue-DEBITMEMO	June 2022 Sales Tax	640-29410	JUNE 2022	24,575.76
Total 132398:						24,575.76

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/28/2022	132399	Airgas USA LLC	Welding Supplies - DPW	100-53200-3900	9127657253	13.32
Total 132399:						13.32
07/28/2022	132400	Amazon Business - Debit Memo	GRILL SUPPLIES	100-51600-3500	13N3-6QN3-9J93	45.98
07/28/2022	132400	Amazon Business - Debit Memo	Additional Promo Discount - FD Clothing	100-52200-3850	1CNW-YYGX-9XKN	649.68
07/28/2022	132400	Amazon Business - Debit Memo	Supplies - Elections	100-51440-3900	1K3H-9X4H-9NMV	129.48
07/28/2022	132400	Amazon Business - Debit Memo	Supplies- P & R	100-55140-3100	1KWV-V1Y9-WHYR	82.59
07/28/2022	132400	Amazon Business - Debit Memo	Refund - Fire Dept Clothing	100-52210-2410	CREDIT MEMO #1P4G-14	15.99-
Total 132400:						891.74
07/28/2022	132401	Amy James Consulting LLC	Services - 6/17/22 to 7/18/2022	258-56700-2100	242	4,500.00
07/28/2022	132401	Amy James Consulting LLC	Reimbursement for Allegra Pymt Invoice #	258-56700-2910	REIMBURSEMENT	90.41
Total 132401:						4,590.41
07/28/2022	132402	Associated Trust Company	GOPM - 6/30/2021-6/30/2022	300-58100-6900	23162	475.00
07/28/2022	132402	Associated Trust Company	Taxable General Obligation Refunding B	300-58100-6900	23163	475.00
Total 132402:						950.00
07/28/2022	132403	B&M Waste Service Inc	Portable & Handicap Restroom 7/19-202	100-55200-2900	170343	660.00
07/28/2022	132403	B&M Waste Service Inc	Portable Restroom Rentals - 7/24/2022-8	100-55200-2900	170392	85.00
Total 132403:						745.00
07/28/2022	132404	Blaha, Paul	Energy Star Rebate - Dehumidifier	660-29253	7/26/2022	15.00
Total 132404:						15.00
07/28/2022	132405	Brock White Company LLC	Rebar - DPW	100-16120	15496317-00	2,080.00
Total 132405:						2,080.00
07/28/2022	132406	Canteen Vending	Distilled Water - WWTP	650-59643-3900	I22107	44.45
Total 132406:						44.45
07/28/2022	132407	Charter Communications Inc	1520 17th Street - Rec	100-55140-2900	0000265071922	82.79

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132407:						82.79
07/28/2022	132408	Cherry Lake Publish/Sleeping Bear Pres	JNF-Lib	280-55112-3400	188588	20.95
07/28/2022	132408	Cherry Lake Publish/Sleeping Bear Pres	JNF-Lib	280-55112-3400	189520	20.95
Total 132408:						41.90
07/28/2022	132409	Coban Technologies Inc.	Motor Vehicle Maintenance - PD	100-52115-2411	47928	105.00
Total 132409:						105.00
07/28/2022	132410	Dunn Entertainment Inc	Bands on the Beach Spicy Tie Band	262-55320-2900	7/21/2022	2,500.00
Total 132410:						2,500.00
07/28/2022	132411	Electric Power Systems International Inc	Unit 2 Substaion Testing-EElec	660-59592-2900	00112693	13,975.00
Total 132411:						13,975.00
07/28/2022	132412	Essential Sewer and Water Services LLC	Private Sewer	690-19107	C2	13,718.50
Total 132412:						13,718.50
07/28/2022	132413	Fastenal	Supplies-Wtr	650-59643-3900	WIMAN290591	393.94
Total 132413:						393.94
07/28/2022	132414	Fire Apparatus & Equipment Inc	Class A Foam Concentrate	100-52210-2410	23632	777.44
Total 132414:						777.44
07/28/2022	132415	Frontier	Telephone - Water	650-59661-2200	5741 7/22	80.59
Total 132415:						80.59
07/28/2022	132416	Garage Door Specialty LLC	Garage Door Remotes & Programming	660-59588-3900	1324	155.00
Total 132416:						155.00
07/28/2022	132417	Grainger	Supplies-WTP	690-59833-3900	9331712720	11.23

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
07/28/2022	132417	Grainger	Supplies-WTP	690-59833-3900	9371196305	41.69
Total 132417:						52.92
07/28/2022	132418	James Imaging Systems Inc.	Staples - CH	100-51410-2130	1211716-1	121.75
Total 132418:						121.75
07/28/2022	132419	Liberty Mutual Insurance	Terrorism Risk Installment	100-16310	TERRORISM RISSK INSU	738.00
Total 132419:						738.00
07/28/2022	132420	Mammoth Construction LLC	Water Service - 1916 12th Street	650-59675-2900	1345	3,335.00
Total 132420:						3,335.00
07/28/2022	132421	Manitowoc County Clerk of Courts	2022 Spring Election and 2021 Noxious	100-53100-3220	7/21/22	42.55
Total 132421:						42.55
07/28/2022	132422	Manitowoc County Treasurer	Refund Of Delinquent Special Assmt #05	100-16000	REFUND OF SPECIAL AS	126.57
Total 132422:						126.57
07/28/2022	132423	Manitowoc Disposal Inc	Recycling & Refuse Collect 7/9/2022-7/2	640-53620-2900	7/28/2022	14,729.61
Total 132423:						14,729.61
07/28/2022	132424	Michels Materials	Screenings-Rec	218-53540-3900	433449	90.64
Total 132424:						90.64
07/28/2022	132425	Minnesota Life Insurance Co	Life Insurance premium - Aug 2022	100-21531	AUGUST 2022	4,044.07
Total 132425:						4,044.07
07/28/2022	132426	Northeast Asphalt Inc.	Black top-PW	100-16120	1814318	1,839.20
Total 132426:						1,839.20
07/28/2022	132427	Northern Divers USA Inc.	Lake intake dive inspection - WTR	650-19107	TR01667876	26,925.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132427:						26,925.00
07/28/2022	132428	Paragon Development Systems Inc.	Badger Books/Elections	459-51600-8170	15122879	4,502.00
07/28/2022	132428	Paragon Development Systems Inc.	Badger Books/Elections	459-51600-8170	15122882	9,880.00
07/28/2022	132428	Paragon Development Systems Inc.	Badger Books/Elections	459-51600-8170	15122885	5,928.00
Total 132428:						20,310.00
07/28/2022	132429	Penworthy Company LLC, The	Books J - Lib	280-55112-3420	0582953-IN	211.74
Total 132429:						211.74
07/28/2022	132430	Pfefferkorn, Robert	Energy Star Rebate - Refrigerator	660-29253	7/21/2022	30.00
Total 132430:						30.00
07/28/2022	132431	Pick 'n Save	Restitution rec'd by the Court - PD	100-21125	7/22/22	50.00
Total 132431:						50.00
07/28/2022	132432	Port Sandy Bay	Youth Sports Fundraiser-Rec	100-23160	7425	10,615.00
Total 132432:						10,615.00
07/28/2022	132433	Preferred Controls Inc.	Onsite PLC & HMI Programming & Parts	650-59643-2900	4435	11,283.45
Total 132433:						11,283.45
07/28/2022	132434	Quadient Inc	Ink Cartridge for IX3-5-7	100-51900-3900	16732241	281.20
Total 132434:						281.20
07/28/2022	132435	Quadient Leasing USA Inc.	Quarterly postage lease 05/02/22-08/01/	100-51900-5310	N9479547	489.03
Total 132435:						489.03
07/28/2022	132436	R&J Fricke Inc	Concrete-PW	100-16120	12973	1,013.00
07/28/2022	132436	R&J Fricke Inc	Cement - DPW	100-16120	12974	989.75

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132436:						2,002.75
07/28/2022	132437	RESCO	Supplies-Elec	660-59594-3900	866564-00	583.97
07/28/2022	132437	RESCO	Supplies-Elec	660-19154	866566-00	315.90
Total 132437:						899.87
07/28/2022	132438	Schaus Roofing/Mechanical	Services - Library	280-55110-2410	SD5393	355.77
Total 132438:						355.77
07/28/2022	132439	Schindler Elevator Company	Preventive Maint 8/1/22 - 10/31/22 - CH	100-51600-3500	810601851	958.05
Total 132439:						958.05
07/28/2022	132440	School Specialty LLC	Round Ottoman-Lib	456-51600-8170	208130275810	444.87
Total 132440:						444.87
07/28/2022	132441	Spectrum Corp	Scoreboard Parts-REc	100-55400-2900	0194244-IN	408.05
Total 132441:						408.05
07/28/2022	132442	Steinies Water Garden & Irrigation	Supplies-Rec	100-55400-2900	8528A	773.69
Total 132442:						773.69
07/28/2022	132443	Strand Associates Inc	North Reservoir Permitting - Wtr	650-59923-2900	0185105	2,607.80
Total 132443:						2,607.80
07/28/2022	132444	Stryker Sales LLC	Battery Pack - FD	100-52300-3900	3817001M	461.52
Total 132444:						461.52
07/28/2022	132445	Superior Chemical Corp	Supplies-WWTP	690-59834-3900	338899	117.91
Total 132445:						117.91
07/28/2022	132446	TAPCO	Control Box Repair - DPW	100-16120	I730837	17,074.85

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132446:						17,074.85
07/28/2022	132447	Thuermer Law Office	Municipal Prosecuting - July 2022	100-51340-2121	JULY 26, 2022	1,560.00
Total 132447:						1,560.00
07/28/2022	132448	Town & Country Engineering Inc.	2022 SDW and CWF Loan Assistance	680-19107	24155	803.75
Total 132448:						803.75
07/28/2022	132449	Two Rivers Senior Center	2022 Senior Health & Information Fair - T	280-55110-2130	36" TABLE DONATION	35.00
Total 132449:						35.00
07/28/2022	132450	Vorpahl Fire & Safety	2022 Annual Inspection - FD	100-52200-2900	215344413	680.00
Total 132450:						680.00
07/28/2022	132451	Water Education Group	Careers in Water Promo Books - Wtr	650-59930-2910	22-442	185.00
Total 132451:						185.00
07/28/2022	132452	WCA/Group Health Trust	August 2022 Health Premiums	100-16300	0013170679	162,056.44
Total 132452:						162,056.44
07/28/2022	132453	WI DNR	Foam - FD	100-52210-2410	370-0000025534	462.10
Total 132453:						462.10
07/28/2022	132454	Wisconsin Public Service	114 DAVIS STREET	100-55400-2220	0401271669-1;7/22	36.24
07/28/2022	132454	Wisconsin Public Service	Library	280-55110-2220	0401271669-23 7/22	325.56
07/28/2022	132454	Wisconsin Public Service	1403 Lake Street	660-59588-2220	0401271669-38; 7/22	16.77
07/28/2022	132454	Wisconsin Public Service	Pavillion	100-55200-2220	0401271669-42;7/22	19.81
07/28/2022	132454	Wisconsin Public Service	3801 Mishicot Rd.	100-54910-2220	0401271669-9;7/22	42.87
Total 132454:						441.25
07/28/2022	132455	Wisconsin Retirement System	June 2022 Contribution	100-21520	JUNE 2022	112,588.26

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 132455:						112,588.26
07/28/2022	132456	WOMT	After Further Review 2021-2022	258-56700-2910	886-00061-0012	80.00
Total 132456:						80.00
07/28/2022	132457	Zoll Medical Corporation	Contract 7/1/22-6/30/23	100-52200-2900	90065401	595.00
Total 132457:						595.00
07/29/2022	132458	U.S. Bank-Debit Memo	Credit Card Usage - June/July 2022	100-16000	STATEMENT 7/6/2022	46,465.10
Total 132458:						46,465.10
Grand Totals:						1,781,720.19

**CITY OF TWO RIVERS
RESOLUTION AUTHORIZING INTER-FUND LOAN
FROM FUND 290, ECONOMIC DEVELOPMENT, TO
FUND 460, INFORMATION SYSTEMS CAPITAL PROJECT
AND AMENDING THE 2022 BUDGET FOR FUND 460**

WHEREAS, the City in April 2022 experienced an unexpected failure of the equipment that had previously made possible the live broadcasting of City Council meetings on Spectrum Cable; and

WHEREAS, the City's Information Technology staff has subsequently obtained a proposal from Spectrum to provide the necessary equipment and facilities to again broadcast meetings on the local cable system; and

WHEREAS, the cost to secure such equipment and facilities, and to resume cable TV broadcasting within the next several months and for then for the following 36 months (after which a monthly service fee, estimated at \$795, will apply) is \$28,000; and

WHEREAS, the City Council believes that cable broadcasting of its meetings, in addition to live streaming on Facebook and YouTube, is an important service to the community and wishes to make the necessary investment to resume such cable TV broadcasts of the meetings, but there are not funds budgeted in the 2022 City Budget for the related \$28,000 expense;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes a loan in the amount of \$28,000 from Fund 290, Economic Development, to Fund 460, Information Systems Capital, on the following terms:

--Loaned funds may be transferred on any date following City Council approval of this resolution, upon the direction of the City Manager, for the purpose of making payment to Spectrum;

--Interest on the loan shall accrue at an annual rate of 3 percent

--Loan shall be repaid in three annual installments, from the IT operating budgets for 2023, 2024 and 2025, and charged by IT to the various City operating departments and funds in a manner proportionate to their support for the overall IT operating budget.

BE IT FURTHER RESOLVED that the Fund 460 Budget for 2022 is hereby amended to add \$28,000 to Revenue line item 460-49223, "Transfers from Other Funds" to reflect this inter-fund loan, and to line item 460-51900-8100, "IS Equipment Upgrade: to reflect the planned outlay to Spectrum.

Approved this 15th day of August, 2022.

Councilmember

Gregory E. Buckley, City Manager



Committee Volunteer Application City of Two Rivers

If you reside in the City of Two Rivers and wish to be appointed to a citizen committee, commission or board, please complete the following application and return to the City Manager's Office, Post Office Box 87, Two Rivers, Wisconsin 54241-0087. Forms can also be returned via fax to 920-793-5563 or e-mailed to grebuc@two-rivers.org.

Name (Last, First, Middle initial): Stone, Katie, J

Home Address: 805 27th St

Two Rivers, WI 54241

Home Telephone: 920-737-1465

Employer/Business: Lakeshore Technical College

Employer Address: 1290 North Ave Cleveland, WI 53015

Occupation: Student Help

On which committees, commissions or boards would you like to serve?

Hester Library Board of Directors

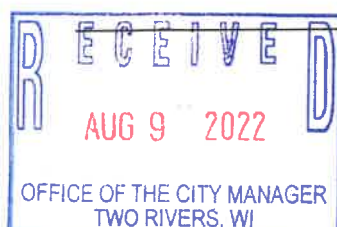
Do you have any special skills, knowledge, experience or interest that relate to the above committee, commission or board?

I have been an avid patron of Hester Library for 7 years.

I participate in their individual and family activities. I care very much for Hester's well-being.

Do you have any conflict of interest related to the committee for which you are applying (such as employed relatives, business or financial conflicts, etc)?

No conflicts.



Signature: KStone

Date: 08/05/2022

we have worked directly with a board of directors at two previous jobs (one not-for-profit and one non-profit). we have served on the Leadership Team and did administrative work for the T-box (now CORE Treatment) half-way house in Manitowoc, WI. I also served with the Sheboygan T-box in a Consultant role.

I also have experience as a Center Director at a non-profit and a General Manager at a corporate store.



**TWO
RIVERS**
WISCONSIN

Section 12, Item B.

Committee Volunteer Application

If you reside in the City of Two Rivers and wish to be appointed to a citizens Committee, Commission, or Board please complete the following application and return to the City Manager's Office, P.O. Box 87, Two Rivers, WI, 54241-0087 or email liskue@two-rivers.org

Name (Last, First, Middle): Kouba, JoAnne L
2803 36th St Two Rivers, WI 54241
Home Address: _____
920-3239838 Email: joanne.kouba@gmail.com
Phone: _____
Employer/Business: Weichert, Realtors CornerStone
Employer Address: 1603 Washington St Two Rivers, WI 54241
Occupation: Real Estate Broker

Which Committee, Commission, or Board do you wish to serve on?

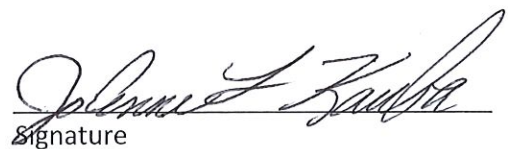
Business Improvement District Board

Do you have any special skills, knowledge, experience, or interest that relates to the above Committee, Commission, or Board?

I own 2 buidings and 1 business on Washington Street.

Do you have any conflict of interest related to the Committee, Commission, or Board for which you are applying (such as employed relatives, business or financial conflicts, etc.)?

No


Signature

August 10, 2022

Date



www.two-rivers.org



920.793.5532



920.793.5512

ORDINANCE

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE*; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Section 1. The Code entitled Two Rivers, Wisconsin Municipal Code published by Municode, consisting of chapters 1 through 12, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before August 15, 2022, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the fine may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the council to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after August 15, 2022, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon final passage and publication or posting as provided by law.

Dated August 15, 2022

Adam Wachowski
President, City Council

Gregory E. Buckley
City Manager

Attest:

Jamie Jackson
City Clerk

Approved as to form and legality:

John M. Bruce
City Attorney

--MEMORANDUM--

TO: City Council

FROM: Gregory E. Buckley
City Manager



DATE: August 12, 2022

SUBJECT: Authorization to Place Order for New Central Park Bandstand

I am requesting Council authorization to proceed with the purchase of the stage structure for the new Schmitt Brothers Stage in Central Park. Purchase price is \$204,700, including freight (quotation attached).

We have long anticipated that the City would direct-order the stage structure, which is the so-called Constellation model from Poligon (Porter Manufacturing) in Holland, Michigan—the same company that manufactured the Rotary Pavilion structure. I am requesting approval to order the stage structure at this time in order that:

1. It can be manufactured and delivered well in advance of the 2023 construction season;
2. We can have full engineering plans for the concrete platform and footings, provided by the manufacturer, yet this Fall (estimated 4-6 weeks), so City crews might be able to do site prep and install the platform and footings this Fall;
3. We avoid any further price increases on the structure.

I would like to use City personnel on this part of the park project both for cost savings (versus bidding out to a contractor) and so we could have a better shot at getting the north end of the park completed by early Summer of next year, even if the southern portion is still under construction. Our crews laid the foundation for and installed the Rotary Beach Pavilion a few years back, and we understand that at least a couple of other Wisconsin communities have installed the Constellation model stage with their own forces. (Park project will be billed for associated City labor, as it was with the Rotary Pavilion.)

Funds are available in the Capital Project Fund for the Central Park West 365 project.

We expect to be bidding out the rest of the park project by late September; the project designer is meeting with City staff and the CPW 365 Design Committee on August 17.



CUSTOM PRICE QUOTE

Section 12, Item D.

John Finn
Reese Recreation
PO Box 7512
PROSPECT HEIGHTS, IL 60070
Phone: 608-588-7697
Fax:
Email: jfinn@mhtc.net

CUSTOMER INFORMATION

Name City of Two Rivers
Address 1717 East Park St
City, State Zip TWO RIVERS, WI 54241
Country United States
Phone
Fax

PROJECT INFORMATION

Project Name Schmitt Brothers Pavilion
Job Location TWO RIVERS, WI 54241
Quote Number 158565
Revision 1
Freight Miles 298 miles
Date Quoted July 18, 2022
Day Quote Expires September 16, 2022

DESIGN CRITERIA

* Building Code 2015 IBC
* Wind Speed 115
* Ground Snow Load 40
Min Clearance Height

Calc Books 2
Drawings 4
Submittal Approval Required YES
Sealed Drawings Required YES
Upper Roof Slope

* Contact your local municipality to verify building code and loading. Please work with your Inside Sales Coordinator to review pricing if the building code and loading shown on this quote do not match the local requirements of this project location.

BUILDING DESCRIPTION

Building Quantity	1	
Model and Size	-CST 38X20	181,520.00
Primary Roof	Stained T&G	8,720.00
Secondary Roof	MG with Trim	41,260.00
Anchor Bolts		840.00
Ornamentation	Letters to read Schmitt Brothers Pavilion	3,080.00
Electrical Access	Access with 14 cutouts	1,050.00

BUILDING TOTALS

	Building Price Each	236,470.00
	<i>LESS 15% 35,470.00</i>	<i>201,000.00</i>
QUOTE TOTALS		
Building Quantity	1	
	Total Price	236,470.00
	Total Engineering Price	600.00
	State Sales Tax	
	Additional Sales Tax	
	Freight Charge	3,100.00
	GRAND TOTAL	240,170.00
		<i>\$204,700.00</i>



OFFICIAL: NEW CENTRAL PARK STAGE TO HONOR SCHMITT BROTHERS QUARTET

\$100,000
NAMING GIFT



Former Green Bay Mayor Jim Schmitt, Jim Schmitt, Father Carl Schmitt announce naming gift

\$100,000 Naming Gift to Honor National Champion Barbershop Quartet From Rivers, Who Entertained Audiences Worldwide from 1950's to 1980's



United States
Department of
Agriculture

APHIS

Wildlife Services

WISCONSIN COOPERATIVE WILDLIFE DAMAGE CONTROL PROGRAM

1201 Storbeck Dr.
Waupun, WI 53963
(920) 324-4514
(920) 324-5367 Fax

Wisconsin Department
of Natural Resources
and
Cooperating Counties



YOUR COPY

WISCONSIN WILDLIFE DAMAGE ABATEMENT AND CLAIMS PROGRAM (WDACP)

Telephone: 1-800-433-0663

ELIGIBLE SPECIES:

Wild deer, bear, geese, turkey, elk & cougar

EMPHASIS:

Primary - abatement

Secondary - compensation

ABATEMENT ELIGIBILITY:

- You must be the crop owner.
- You must control the hunting access on enrolled land (both owned and leased).
NOTE: For leased land the landowner must sign over hunting control to the enrollee.
- You must enroll under one of the following public access options:
 - 1) OPEN PUBLIC HUNTING (OPH)
 - 2) MANAGED HUNTING ACCESS (MHA) NOTE: hunter log required.
 - 3) NO PUBLIC HUNTING (ACT 82) - deer shooting permit ONLY*.
**NOTE: enrollee must waive all right to claim compensation during the calendar year.*
- You must select OPH, MHA, or ACT 82 and sign a completed enrollment form.
- You must agree to be cooperative. Abusive language, behavior or threats of violence or otherwise will be considered a failure on the part of the applicant to cooperate. (See info at bottom of this page.)
- You may not charge any fee for hunting, hunting access, or any other activity that includes the species causing the damage.
NOTE: Hunting leases make the land ineligible for enrollment.

COMPENSATION ELIGIBILITY: OPH or MHA options ONLY!

- You must follow the provisions listed under abatement eligibility.
- You must file a complaint with USDA-APHIS-WS within 14 DAYS of first damage.
- You must follow USDA-APHIS-WS's recommended abatement.
- You must contact USDA-APHIS-WS 10 DAYS prior to harvest, thus allowing us enough time to conduct our appraisal.
- You must follow normal agricultural practices.

COMPENSATION:

\$500.00 deductible per claim and \$10,000.00 maximum claim per year

ATTENTION: Increased Penalties in Effect (10/28/2010)

Being uncooperative or wrongfully denying hunter access can make you ineligible for this year and next year.

Your Wildlife Specialist is Brian Maedke, phone # 1-800-433-0663

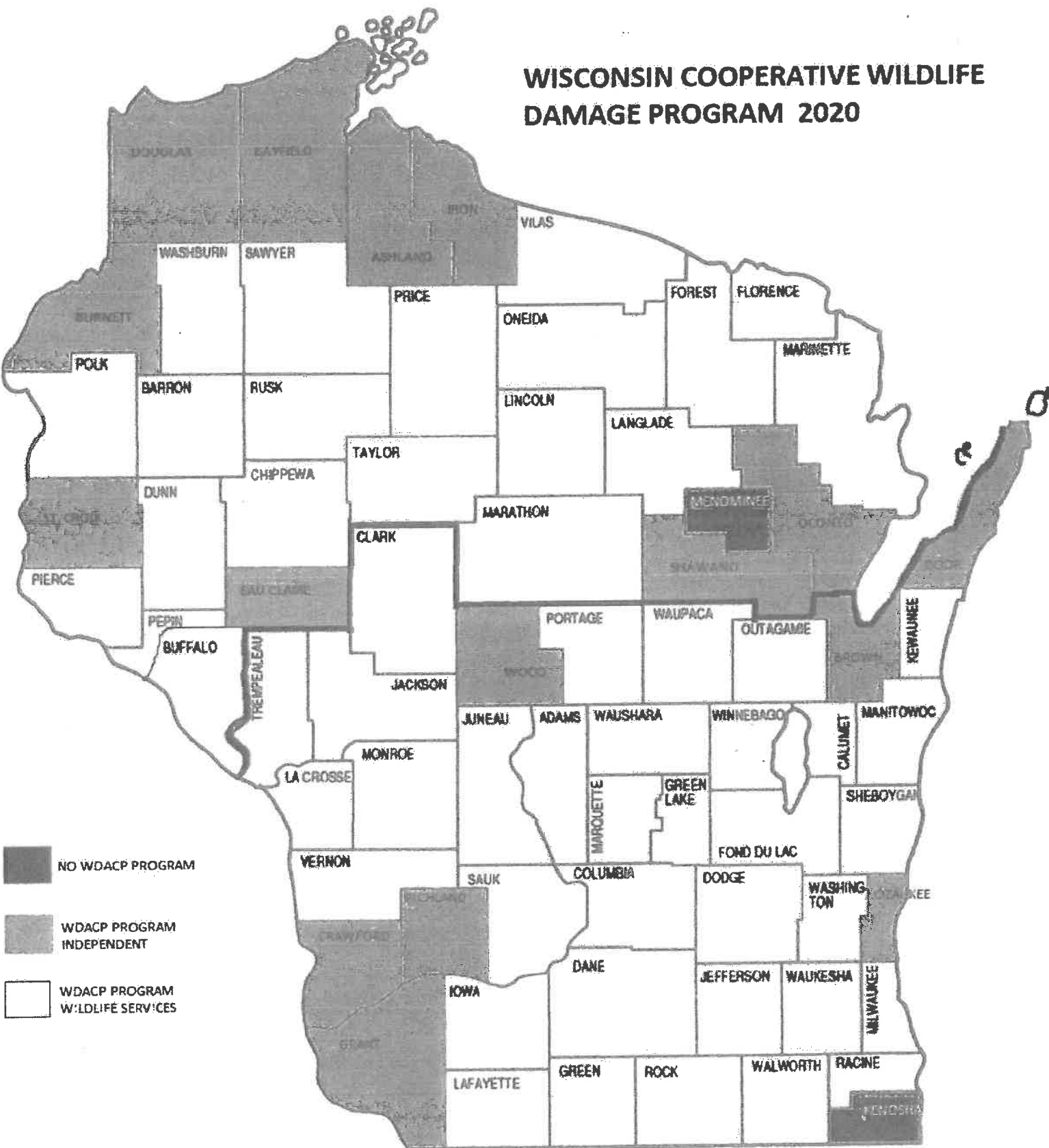
email: brian.k.maedke@usda.gov
cell: 920-629-2718

REV(01/2013)



Resolving conflicts between people and wildlife.

WISCONSIN COOPERATIVE WILDLIFE DAMAGE PROGRAM 2020



Wildlife Damage Abatement and Claims Program Application for Enrollment

Section 12, Item E.

Form 2300-289 (R7/11)


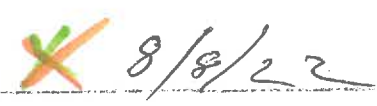
Notice: Use of this form is required for enrollment filed pursuant to ss. 29.885 and 29.889, Wis. Stats. The Department will not consider your enrollment unless you complete and submit this information. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Law (ss. 19.31-19.39, Wis. Stats.).

Enrollment ID	Crop Year	County
59633	2022	Manitowoc

Instructions:

- Sections 1, 2, 4, 5a. and 6 will be completed in the computer application by the county. Landowner/Enrollee should complete sections 3, 5b., 8 and 9 (if applicable).
- Read Section 7 for conditions. Failure to comply with these conditions will render you ineligible to receive claim payments and could result in issuance of other citations.
- Return or send to:

Phone Number:

Section 1. Enrollee Information												
Last Name MEYER			First Name RANDY			Middle Initial			TIN # xxx-xx-8104			
Business Name												
Street Address 5103 CTH B									Home Phone (920) 684-7412			
City MANITOWOC			State WI			Zip Code 54220			Work Phone (920) 323-9035			
Section 2. Location and Description of Crop Fields												
Field Name	Landowner Name	Geese	Deer Zone	T	R	Dir	S1	S2	S3	S4	Comment	
Two Rivers	City of Two Rivers	Managed		19	24	E	4	4			within Two Rivers city limits	
Section 3. Application Certification of Crop Ownership												
I certify that I: 1. Own the crops and crop lands marked as "owned by enrollee" in Section 2, 2. owned the crops and lease / rent the crop lands marked as "leased by enrollee" in Section 2, and (Note: If you lease / rent any land, you need to complete Section 9.) 3. I have read and understand the eligibility requirements on the reverse side of this form (Section 7) and agree that failure to meet any one of the provisions listed will result in the ineligibility for claims.												
Applicant Signature 									Date Signed  8/8/22			
Section 4. Species Eligible for Enrollment (Required for Claim Compensation)												
Eligible Species: <input type="checkbox"/> Deer <input type="checkbox"/> Bear <input checked="" type="checkbox"/> Geese <input type="checkbox"/> Turkey <input type="checkbox"/> Elk <input type="checkbox"/> Cougar												
Section 5a. Hunting Access Requirement (for those fields marked as MHA or OPH)												
Open Public Hunting - Unrestricted public hunting of the species causing damage during the open hunting season for that species. Managed Hunting Access - Requires the presence of at least 2 persons per 40 acres of land suitable for hunting at any one time during the appropriate open hunting season.												
Comments:												
Gross Enrolled 135 acres			Land Suitable for Hunting 80 acres			Min. Number of Hunters Allowed at any one time 4						
Section 5b. Waiver of Deer Hunting Access Requirement and Claim Compensation (for those fields marked as Act 82)												
I certify that: 1. A shooting permit is the only recommended abatement method prescribed. 2. I have chosen not to allow hunting access for deer hunting. 3. I will not seek or receive deer damage compensation payments this calendar year.												
Applicant Signature									Date Signed			
Section 6. Prescribed Abatement												
Shooting Permit, Scare Devices, Public Hunting												
Section 7. Eligibility Requirements												

Section 7. Eligibility Requirements

ELIGIBLE SPECIES: WILD DEER, BEAR, GEESE, TURKEY, ELK, COUGAR

ABATEMENT ELIGIBILITY

1. Ownership of the crops being damaged.
2. Control hunting access on each crop field and all contiguous acres under the same ownership and control.
3. Allow public hunting during the open season for the specie(s) requesting abatement or claims assistance. Exception: public hunting is not required for deer hunting if issued a deer damage shooting permit only and forfeit eligibility for deer damage compensation payments.
4. Follow normal agricultural practices
5. Agree to be cooperative. Abusive language, behavior or threats of violence will be considered a failure on the part of the enrollee to cooperate.
6. The permittee may not charge any form of a fee to a participant. NOTE: This includes any form of a trespass fee, stand or blind rental or any other activity that includes hunting the species causing damage.

COMPENSATION ELIGIBILITY

1. File a complaint with the county, or the county's agent, within 14 days of the first damage each year.
2. Follow the county, or the county's agent, recommended abatement and all abatement eligibility requirements listed 1-6 above.
3. Call the county, or the county's agent, 10 days prior to harvest to conduct an appraisal. Call for the first cutting of alfalfa, for each additional cutting, and for each crop/field. If a field is harvested before an appraisal is conducted, that field/crop WILL NOT be eligible for compensations that year.
4. Crops subject to the claim are not planted or manipulated to attract eligible species.
5. If the enrollee has been issued a deer shooting permit, the enrollee has complied with the deer harvest objectives.
6. Maintain an accurate hunting log if enrolled in Managed Hunting Access option.
7. Provide parking which is accessible to the land suitable for hunting.
8. The land subject to the claim has been in cultivation or in an approved stabilization and conservation service set-aside program for at least 5 years.
9. **FAILURE TO MEET ANY OF THESE PROVISIONS WILL MAKE YOU INELIGIBLE FOR DAMAGE COMPENSATION IN THAT YEAR AND THE FOLLOWING YEAR.**

COMPENSATION LIMITS: \$500 Deductible per claim
\$10,000 Maximum per claim

☐ Check box if interested in receiving more information on the Wildlife Damage Abatement and Claims Program.

Section 8. Signature

Enrollee Signature

X

Rudy Meyer

Date Signed

X

8/8/22

County Damage Specialist Signature

Date Signed

Section 9. Landowner Certification of Access Control (Must be signed for ALL leased properties listed)

I (We) certify that the applicant has the authority to control access for hunting on both the crop lands in Section 2 and any contiguous lands suitable for hunting under my ownership. (Note: The WDACP will not provide abatement assistance or claim payments for lands on which the permittee does not have this authority. Except beekeepers can ONLY receive abatement assistance on non-owned property without this authority.) The applicant has authority to implement damage abatement tools/methods recommended by the WDACP including (please check all that apply)

Enrolled Species
(see section 4 of
enrollment.)Lethal control
(shooting permit)Non-lethal abatement
(may include trapping and
relocation, temporary fencing,
or other non-lethal abatement)

- ☐ Deer
☐ Bear
☒ Geese
☐ Turkey
☐ Elk
☐ Cougar

- ☐
☐
☒
☐
☐
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☐

- ☐
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☐
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☐
☐

Landowner (print name)
CITY OF TWO RIVERS

Landowner Signature

X

Date Signed

X

Street Address

Home Phone:

City

State
WI

Zip Code

Work Phone

Authorization to Shoot Canada Goose Causing Spring Agricultural Damage

Section 12, Item E.

Form Form 2300-320 (1/10)

Notice: Use of this form is required for any application filed pursuant to s.

29.885, Wis. Stats., and NR 12.10, 12.15 and 12.17, Wis. Adm. Code. The

Department will not consider your application unless you complete and submit

this information. Personally identifiable information on this form will be used to determine eligibility for approvals and other enforcement purposes associated with this application, and may be provided to requesters as required by Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.]

Instructions:

1. **Landowner/Lessee:** Complete Sections 1-4 and 7. Read Section 6 for conditions which will apply to Canada Goose shooting permits and penalties for failure to comply with all conditions specified.
2. **County:** Complete Section 5. Note: DNR personnel will complete Section 6.
3. Return or send to:

County Code:	Permit #:	Enrollment ID	Crop Year
36	1166430	59633	2022

Note: By state law the Department must act on your application within 48 hours of receipt of your application.

Section 1. Permittee Information

Last Name MEYER	First Name RANDY	Middle Initial	TIN # xxx-xx-8104
Business Name			DNR Customer ID Number
Street Address 5103 CTH B			Home Phone (920) 684-7412
City MANITOWOC	State WI	Zip Code 54220	Work Phone (920) 323-9035


Section 2. Location and Description of Damaged Crop Fields

County Manitowoc											
Name	Owner	Access Type	Deer Zone	T	R	Dir	S1	S2	S3	S4	Comment
Two Rivers	City of Two Rivers	Managed		19	24	E	4	4			within Two Rivers city limits

Section 3. Applicant Certification of Crop Ownership

I certify that I:

1. ☐ own the crops and crop lands and/or ☐ own the crops and lease / rent the crop lands described in Section 2, & (Note: If you lease / rent any land, you need to complete Section 9.)
2. agree to abide by the permit conditions listed in Section 8 of this form.

Applicant Signature 	Date Signed 8/8/22
--	-----------------------

Section 4. County Certification of Damage Abatement Attempt and Damage Extent

I certify that I've inspected the applicant's crop lands and that ongoing Canada goose damage to his/her crops exceeds or is likely to exceed \$1,000. I further certify that the applicant is complying or has agreed to comply with recommended damage abatement practices. Type of abatement recommended: Public Hunting, Shooting Permit, Scare Devices

County	County Representative Signature	Date Signed
--------	---------------------------------	-------------

Section 5. Compliance with criteria for issuance (s. NR 12.10, Wis Adm. Code):

1. Employing or agreed to employ reasonable abatement?	Yes
2. Has access control?	Yes
3. County WDP involvement?	Yes
4. Complied with previous permits?	Yes
5. Likely to exceed \$1,000 in current year?	Yes

Section 6. Authorization to Shoot Canada Goose Causing Damage - DNR Use Only

Pursuant to ss. NR 12.15 and 12.17, Wis. Adm. Code, the Department hereby authorizes the applicant to shoot Canada goose causing damage on the lands described in Section 2 of this form subject to the conditions listed in Section 8. Additional exemptions or conditions to the operation of this permit:

Name of Local Warden:		Telephone Number (include area code):	
Gross Enrolled: 135 acres	Land Suitable for Hunting: 80 acres	Min. Number of Hunters Allowed at any one time: 4	
Objective: 20	Harvest:	Permit Start Date:	Permit Expiration Date:
		# of shooters	

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By: _____

Title: _____

Date Approved: _____

Section 7. Permittee Signature

Permittee Signature

Date Signed

Copies to: Local Warden and Wildlife Manager
County Conservation Congress Chair
County Damage Administrator
Wildlife Damage Specialist - Madison

Section 8. Conditions

see addendum

Section 9. Landowner Certification of Access Control

I (We) certify that the applicant has the authority to control entry for Canada Goose hunting on both the crop lands described above and any contiguous lands suitable for hunting under my (our) ownership. (Note: The Department will not issue a permit for lands on which the permittee does not have this authority.)

Landowner (print name)

Landowner Signature

Date Signed

CITY OF TWO RIVERS

X

X

Landowner Street Address

Home Phone

City

State

Zip Code

Work Phone

I (We) certify that the applicant has the authority to control entry for Canada Goose hunting on both the crop lands described above and any contiguous lands suitable for hunting under my (our) ownership. (Note: The Department will not issue a permit for lands on which the permittee does not have this authority.)

Landowner (print name)

Landowner Signature

Date Signed

Landowner Street Address

Home Phone

City

State

Zip Code

Work Phone

Addendum

Pursuant to s. 29.885, Wis. Stats., and NR 12, Wis. Adm. Code, the Department hereby authorizes the applicant to hunt Canada geese causing damage on the lands described in section 2 of this form subject to the conditions listed below:

Authorize Area: This permit applies to all contiguous lands under the same ownership and owned or leased by the permittee, subject to the public use requirement of this permit and may extend ¼ mile onto adjoining lands if the landowners have provided their consent.

Effective dates: This permit authorizes the removal of Canada geese by shooting between May 1 and August 31 in the year it was issued unless otherwise further restricted by the Department. This authorization will immediately terminate if the permittee does not comply with the conditions of this permit.

Public Canada goose hunting and posting: Enrollment in the wildlife damage abatement and claims program is required. All lands described in section 2 of this form shall be open to public Canada goose hunting during the current calendar years Canada goose hunting season and may not be posted against hunting except to indicate that hunting is by permission only. The permittee may refuse access to Canada goose hunters for reasonable cause but reasonable cause may not be based on age, race, religion, handicap, sex, physical condition, disability, sexual orientation, or national origin; however, the presence of at least 2 hunters per each 40 acres of land suitable for hunting shall constitute a reasonable cause for refusal.

Licensing: Excluding the permittee, all participants assisting in the removal of Canada geese shall possess a valid WI small game hunting license, state waterfowl stamp, and a federal migratory bird stamp.

Kill and possession limits: This permit authorizes the removal of Canada geese up to the number listed in this section of this permit. **Geese shot on this permit can not be retained by the permittee or participants assisting in the shooting of geese. Canada geese harvested on this permit must be disposed of in one of the following ways; donated to public museums or public institutions for scientific or educational purposes, processed for human consumption and subsequent distribution free of charge for charitable organizations, burial, or incineration.** Any birds removed carrying metal leg bands must be reported to the Bird Banding Laboratory by means of a toll-free telephone number at 1-800-327-BAND (2263) or online at www.pwrc.usgs.gov/bbl/.

Weapon Restrictions: Method of take is restricted to the use of a shotgun, with a bore no larger than 10-gauge, fired from the shoulder. Non-toxic shot must be used.

Use of Decoys and Calls: The use of decoys, calls, or other devices to lure birds to within gun range is prohibited.

Reporting: The permittee shall maintain complete records of all Canada geese harvested on this permit using Form 2300-321 supplied by the Department. This report must be submitted to the Department by October 31 in the same year the permit was issued.

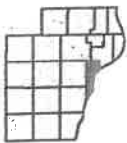
Rule Compliance: The permittee and all participants shall comply with all general hunting rules specified under ch. NR 10, Wis. Adm. Code, or ch. 29, Wis. Stats., unless otherwise authorized by this permit. Refer to Wisconsin small game and waterfowl hunting regulations pamphlet for general hunting rules.

Non-compliance: Failure to abide by the terms of this permit will render the permittee ineligible to apply for or receive a permit to remove Canada geese causing agricultural damage for a period of one year from the close of the current goose hunting season. In addition, permittees and participants who fail to comply shall be subject to the penalties applicable to the appropriate ch. NR 10, Wis. Adm. Code, or ch. 29, Wis. Stats., violation.

No Fees: The permittee may not charge a fee of any form to a person authorized to remove geese under this permit.
NOTE: This includes any form of a trespass fee, stand, or blind rental or any other activity that includes removal of the species causing damage.

MANITOWOC

T-18-19-N R-24-E



See KOSKUTH TWO RIVERS (WEST) Page 12, 24



See TWO RIVERS (WEST) Page 24

See MANITOWOC RAPIDS, NEWTON Page 15, 20

LAKE MICHIGAN

--MEMORANDUM--**TO: City Council****FROM: Gregory E. Buckley**
City Manager**DATE: August 12, 2022****SUBJECT: Development Agreement with Wine Not, LLC**

Attached for the Council's consideration on Monday night is a proposed Development Agreement between the City and Wine Not, LLC, which addresses terms for \$250,000 in financial assistance, funded through a Community Development Incentive (CDI) grant from the WI Economic Development Corporation.

That grant will assist in the Cool City Brewing Company project at 1718 West Park Street: a \$2 million+ project to convert the long-vacant former Wells Fargo Bank building into an exciting new downtown eating/drinking/gathering spot.

As with other WEDC grants received by the City in recent years (CDI grant for Cobblestone Hotel project, Idle Sites grant for former Paragon), the grant monies are awarded to City, which in turn disburses the funds to the private developer, under terms of a development agreement between the City and Developer.

The City Council approved the grant agreement with the WEDC on June 6, 2022. The proposed Development Agreement with Wine Not, LLC is now presented in follow-up to that WEDC grant award and agreement. Key features of this Development Agreement include:

1. Terms for disbursement of the grant-funded assistance to the Developer by the City. These include a requirement that at least half of the Developer's required project expenditures (\$693,000, half of \$1,386,000) be expended and documented in order to receive an initial draw of \$125,000, and that the balance of required expenditures (at least another \$693,000) be expended and documented, and the project completed and authorized for occupancy by the Building Inspector, to receive the second and final draw of \$125,000.
2. Protection for the City in the event that there is a default by the Developer that gives the WEDC the right to demand reimbursement of some or all of the grant funds by the City. Such defaults might include failure to complete the project timely, or failure to operate the Project as a restaurant until at least June 2027. The protections afforded the City in the Development Agreement include an indemnification and hold harmless by Wine Not, LLC and its members (Curt and Jean Andrews, Barry and Gina Krahn) and a second mortgage on the 1718 West Park Street real estate.

Staff recommends approval of the Development Agreement as presented, and we look forward to completion of this major downtown redevelopment project, scheduled for the Fall of this year.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into as of the ____ day of June, 2022 (the "*Effective Date*"), by and between THE CITY OF TWO RIVERS, WISCONSIN, a Wisconsin municipal corporation (the "*City*"), having offices located at 1717 East Park Street, Two Rivers, Wisconsin 54241 and Wine Not, LLC, a Wisconsin a Wisconsin limited liability company, having offices at 1718 West Park Street, Two Rivers, Wisconsin 54241 ("*Developer*").

WITNESSETH:

WHEREAS, the City of Two Rivers is aware of funding opportunities available through the Community Development Investment (CDI) Grant Program administered by the Wisconsin Economic Development Corporation (WEDC); and

WHEREAS, the CDI Grant Program's primary focus is to provide incentives for catalytic downtown redevelopment projects in communities across Wisconsin; and,

WHEREAS, the vacant former Wells Fargo building is located in the heart of the City's downtown Main Street District and a proposed redevelopment of this property has the potential to serve as a catalyst for other redevelopment in the Main Street corridor and surrounding areas; and

WHEREAS, such redevelopment is consistent with the City's Comprehensive Plan, with the City's goal of redeveloping idle sites (this property has been vacant since 2018), and with the City's goal of promoting redevelopment in the central business district; and

WHEREAS, the City of Two Rivers recognizes that the CDI grant reimburses expenses incurred and requires a minimum dollar for dollar match, which will be well exceeded by the total private investment of \$1,500,000 that the developers, Wine Not, LLC estimate will be required to redevelop this major downtown property;

WHEREAS, the Developer has agreed to provide WEDC and the City reports of expenditures related to the administration of the grant per the WEDC contract; and

WHEREAS, the Developer has represented, and hereby affirms, that the Project as defined below is contingent upon certain "*City Assistance*" as more fully described herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. PRELIMINARY MATTERS

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

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

- (1) **"City Assistance"** means a grant to the Developer, to be disbursed through the City, in the amount of \$250,000 from a CDI Grant being sought by the City through an application to the Wisconsin Economic Development Corporation, as described herein.
- (2) **"Project"** means the improvement to, and rehabilitation of the former Wells Fargo Building located at 1718 West Park Street, along with related site improvements, including landscaping, parking, and site improvements on the Property,
- (3) **"Project Completion"** means the date on which the Project is complete in accordance with the plans and specifications previously approved by the City,
- (4) **"Tax Year"** means each calendar year for which real and personal property taxes are levied.
- (5) **"Private Financing"** shall mean funding available to Developer for purposes of constructing the Project, from equity investors and conventional loan financing through a financial institution licensed to do business in the State of Wisconsin.
- (6) **"Effective Date"** means the date in which this Agreement is fully executed by both parties.
- (7) **"Project Start Date"** means April 12, 2022, the date the Project is allowed to incur costs incurred that count toward the CDI Grant Program.
- (8) **"Project End Date"** means December 31, 2023, the date by which the Project will be complete and last date costs can be incurred against the CDI Grant Program.

C. Effectiveness of this Agreement. This Agreement shall be effective and its terms binding upon the occurrence of all the following pursuant to procedures set forth in applicable law, including but not limited to notice and public hearing, as required, and the following:

- (1) Approval of this Agreement by the City Council of the City and executed by the by the authorized City staff.
- (2) Execution of this Agreement by authorized representatives of the Developer.

2. CONDITIONS

A. Obligations of the City

(1) Community Development Investment Grant **from the Wisconsin Economic Development Corporation (WEDC)**. The City has, as of March 2022, submitted a funding application for an Community Development Investment Grant to the WEDC. The City and Developer agree that, in addition to their respective responsibilities as described in this Agreement, the Project will benefit from a grant award in the amount of \$250,000, to assist in the funding of the Project.

Contingent upon the award of such a CDI Grant to the City for the Project, the City hereby agrees to provide the \$250,000 in City Assistance to Developer, subject to the terms of this Agreement, and also subject to any requirements of the Wisconsin Economic Development Corporation.

B. OBLIGATIONS OF DEVELOPER

(1) Site and Architectural Plan Approval. The Developer shall submit Site and Architectural Plans for the Project for review and approval by the City's Plan Commission as provided in Section 11-1-10-C of City Ordinances Approval of such Site and Architectural Plans must be obtained prior to issuance of the building permit for the Project; such approval shall not be unreasonably withheld. The plans shall clearly identify, if applicable:

- i. Improvements and/or modifications to the building(s);
- ii. Improvements and/or modifications to the balance of the Development Site;
- iii. Other such essential items as may be reasonably determined by the Plan Commission to be appropriate.

(2) Building Permit. Following the approvals listed in (1) above, the Developer shall promptly and reasonably proceed to obtain a building permit for the Project.

(3) Completion of all Work Comprising the Project. Following issuance of a building permit, the Developer shall promptly and reasonably proceed to commence construction of the Project and, subject to the force majeure provisions contained herein, shall achieve Project Completion in a manner consistent with this Agreement and with all federal, state and local plan approvals.

Project shall be equipped and operational as brewery and restaurant space no later than December 31, 2023 which shall be considered the Project Completion Date for purposes of this Agreement. The Developer shall meet the conditions listed below. The improvements to be completed are identified in the Project Budget included as Exhibit B and are the basis for the Idle Site Grant

Notwithstanding the foregoing, the CDI Grant award is anticipated to be in the amount of \$250,000 based on the Developer's proposed investment as presented in the grant application, as itemized in Exhibit B and summarized below:

Building & Project Improvements Eligible in CDI Program:	\$ 1,386,000
Developer Investment Total: (Eligible +Ineligible)	\$ 1,850,000
WEDC CDI Grant Award (for Eligible Costs)	: \$ 250,000

At a minimum, the City requires the Developer to complete the tasks identified in Exhibit B and expend a documented cost of at least \$1,386,000 for eligible costs. If the Developer's documented investment for Eligible Costs falls short of \$1,386,000 then a pro-rated disbursement of the City Assistance will be provided, subject to WEDC rules and regulations.

(4) Operation and Maintenance of the Project. Following completion of the Project, the Developer will conform and comply with, will cause the Project to be in conformance and compliance with, and shall operate the Project in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances. The Developer shall always have in effect, all permits, approvals, and licenses as may be required by any governmental authority in connection with the development, construction, and operation of the Project.

The Project shall be operated as a restaurant and brewery and the Developer shall not modify the use of the Project without the City's prior written consent. The Developer is to maintain the physical condition of the Project and the Property in a reasonable manner.

(5). Submittal of Information Required for Payment of Grant Funds. The Developer shall be eligible to receive the City Assistance in two draws:

i. Developer may request a draw of \$125,000 (50 percent) of the City Assistance after having expended funds for Eligible Costs as identified in Exhibit B, in the amount of at least \$693,000 (50 percent of Eligible Costs). To qualify for such draw, Developer shall provide the City with documentation to the City's satisfaction of funds expended for such Eligible costs, to include copies of all paid invoices and cancelled checks for payments made. Following receipt of such documentation, and its determination that such documentation is satisfactory, the City shall pay such draw to Developer within 15 days.

ii. Developer may request the remaining \$125,000 of the City Assistance following completion of the Project and following the City Building Inspector's final inspection of the premises at 1718 West Park Street and said Building Inspector's authorization of full occupancy of that premises for the project as described herein. The Developer shall provide the City with documentation to the City's satisfaction of all funds expended for completion of the project, including copies of paid invoices, cancelled checks and lien

waivers for all the activities comprising the Project. Such documentation shall reflect the expenditures listed in Section 2. B (3) and must include at least a total of \$1,386,000 expended for Eligible Costs. Failure to complete the project on or before the Project Completion Date of December 31, 2023 or to provide the City with full documentation of Project costs by January 31, 2024 shall cause the Developer to be ineligible for said City Assistance. (Also see Section 2. B.(3) of this Agreement, pertaining to a possible pro rating of the City Assistance if Developer's documented investment for Eligible Costs falls short of \$1,386,000.)

(6) To satisfy the requirements of the potential CDI Grant, the Developer will be required to meet the conditions listed in Section 2. B (3) of this agreement. The improvements anticipated to be completed are included and listed in Exhibit B and are the basis for the CDI Grant. The documentation to be provided to the City shall reflect these Project construction costs, including construction lien waivers.

(7) The Developer will conform and comply with, will cause the Project to be in conformance and compliance with, and shall operate the Project in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the City, all environmental laws, rules, regulations and ordinances. The Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority in connection with the development, construction and operation of the Project.

3. REPRESENTATIONS AND WARRANTIES

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

- (1) The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.
- (2) The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all parties hereto, and becomes effective as set forth in Section 1.C above, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof.
- (3) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein or the performance of the City's obligations hereunder, will not result in a breach of any terms, provisions or conditions of any agreement, written or otherwise, affecting the City or by which it is bound.

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

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

(2) The Developer is a Wisconsin limited liability company, duly organized, validly existing and in active status under the laws of that state. The execution of this Agreement as well as the performance of its obligations contained herein are not in violation of its organizational documentation. The individual executing this Agreement on behalf of the Developer is duly authorized to do so. Once this Agreement has been duly executed and delivered by all parties hereto and becomes effective as set forth in Section 1.C above, it will constitute a binding obligation on behalf of the Developer subject to the terms and provisions hereof.

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

4. DEFAULT; REMEDIES; FORCE MAJEURE

A. Notice of Default and Right to Cure.

It shall constitute a Default if the Developer ceases to operate as a restaurant and brewery within five (5) years following the Effective date of the WEDC Executed Agreement. The agreement is in Exhibit C. In the event of any default in or any breach of this Agreement or any of its terms or conditions by any party hereto, the non-defaulting party shall give written notice of the default to the defaulting party. The defaulting party may then cure such default or breach within five (5) business days in the event of a monetary default or within thirty (30) days in the event of a non-monetary default after receipt of such notice. In the event the particular non-monetary breach or default cannot reasonably be cured within said thirty day period, the defaulting party shall not be in default hereunder if it timely commences to cure such default within said period of time and diligently pursues the cure and cures the same within a reasonable time thereafter. If the default or breach is not timely cured under this subsection, the non-defaulting party may exercise any right or remedy provided for herein.

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

C. Waiver. Any delay by a party in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such

rights or to deprive it of or to limit such rights in any way. The parties intend by this provision that no party should be constrained in its efforts to resolve any issues that may arise, and hereby intend to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches or otherwise, or to be compelled to exercise such remedy at a time when it may still hope otherwise to resolve the issue created by the default involved. No waiver in fact made by either party with respect to any specific default by the other party under this Agreement shall be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by such defaulting party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

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

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

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

5. TERM

The term of this Agreement shall be for a period commencing upon the Effective Date of this Agreement and expiring on August 15, 2027.

6. NOTICES AND DEMANDS

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

In the case of the Developer:	Wine Not, LLC 1718 West Park Street Two Rivers, WI 54241
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Attn: Managing Member

In the case of the City:

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

7. ASSIGNMENT BY DEVELOPER

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

8. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the City’s covenants under this Agreement and its application for the CDI Grant monies being disbursed to the Developer, the Developer and its Members, jointly and severally, agree to indemnify and hold the City harmless from any claim made by WEDC against the City arising from the Community Development Grant Agreement (“CDI Agreement”) between the WEDC and the City pursuant to which monies are made available to the Developer hereunder or any alleged breach of the CDI Agreement by the City, any judgment or liability resulting therefrom and any costs or attorney’s fees incurred by the City as a result of such claim.

The Developer and its members shall execute and deliver to the City the Indemnification and Hold Harmless Agreement, a copy of which is included in this agreement as Exhibit D.

The Developer shall also execute and deliver to the City a mortgage securing Developer’s obligations under the Indemnification and Hold Harmless Agreement. A copy of such mortgage is attached as Exhibit F

9. MISCELLANEOUS

A. Approvals. Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the party’s duly authorized representative. Except as otherwise set forth herein, wherever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.

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

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

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

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

F. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors, transferees and permitted assigns. The obligations of Developer hereunder run with the land and bind any subsequent owners in title to the Property.

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

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

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

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

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

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

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

N. The Parties shall execute and record with the Office of the Register of Deeds for Manitowoc County, Wisconsin, a Memorandum of this Development Agreement in substantially the form of Exhibit E of this agreement.

[Signature Page Follows]

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

DEVELOPER:

Wine Not, LLC

By: _____

Name: _____

Title: Managing Member

CITY:

THE CITY OF TWO RIVERS, WISCONSIN

By: _____

Name: Gregory E. Buckley

Title: City Manager

By: _____

Name: Jamie Jackson

Title: City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT SITE

ORIG PLAT LOTS 1 THRU 3 BLK 57

EXHIBIT B**Community Development Investment Grant Eligible Costs**Cool City Brewery
Eligible Uses

Heating - Electric - Plumbing		Building - Renovation- Construction		Total
#112912 Manitowoc Heating	\$ 230,302.00	#21-0727 All States Rigging	\$ 6,370.10	
#616B Maritime Plumbing	\$ 107,650.00	#21-0762 All States Rigging	\$ 7,311.16	
#SP464 Hubbart Electric Inc	\$ 123,319.00	A-1 Elevator	\$ 36,795.00	
		W Asphalt Paving & Seal Coating, LLC	\$ 11,500.00	
		Wick's World of Wood, LLC	\$ 20,000.00	
		Fox Structures building est + fencing	\$ 235,000	
		2111-070636 Drexel - lumber - Materials	\$ 31,427.73	
		#CoolCity008092021 SmartBrew System	\$ 199,000.00	
		F2111-313 PACE Proposal Fire Protection	\$ 70,008.00	
		#1498 Matt Verheyen Painting	\$ 24,780.00	
		1 Kaeden Services	\$ 32,239.00	
		#040318-147 Garage Door Specialty Inc	\$ 11,750.00	
		#000076 LayerPro	\$ 29,542.00	
		Howard Company	\$ 13,200.00	
		#2864 Koeppel Concrete LLC	\$ 8,792.00	
		#2865 Koeppel Concrete LLC	\$ 38,236.00	
		#218323 Green Acres Landscaping	\$ 10,993.50	
		#21718 Becks Quality Cabinet Inc	\$ 78,397.90	
		#21-0439 Tri City Glass	\$ 2,710.00	
		#21-0439 Tri City Glass	\$ 21,875.00	
		Alberts Plaster	\$ 16,190.00	
		Roof Medic New Curb Flashing Flashing	\$ 4,500.00	
		Roof Medic New Curb Flashing Flashing	\$ 5,000.00	
		Roof Medic New Curb Flashing Flashing	\$ 5,500.00	
		Q-144515 Uperve Coffee House Program	\$ 4,130.80	
		Air compressor	\$ 349.00	
	\$ 461,271.00		\$ 925,597.19	\$ 1,386,868.19

Community Development Investment Grant Ineligible Costs

Non-Eligible Costs

Property Acquisition		Professional Fees		Equipment		Total
City Property Record	\$ 183,750.00	Inv 847 Vision Arch	\$ 11,010.00	Crimson Cup Beg Inventory	\$ 24,255.09	
		Inv 861 Vision Arch	\$ 3,005.03	3 orders of Unikeg	\$ 25,074.00	
		Inv 809 Vision Arch	\$ 1,905.00	Kessenich's LTD	203768.33	
		Inv 831 Vision Arch	\$ 6,500.00			
		Inv 726 Vision Arch	\$ 2,000.00			
		Inv 756 Vision Arch	\$ 500.00			
		Logo - Design - Brand	\$ 1,400.00			
	\$ 183,750.00		\$ 26,320.03		\$ 253,097.42	\$ 463,167.45

EXHIBIT C
WEDC CONTRACT

CONTRACT # CDI FY22-53218

**COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF TWO RIVERS**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Two Rivers ("Recipient"). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Community Development Investment Grant Program ("CDI Funds");

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) "CDI Funds" means the grant monies the Recipient is eligible to receive from WEDC's Community Development Investment grant program in accordance with this Agreement.

(d) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means all funding provided for the Project other than CDI Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Seven Hundred Fifty Thousand Dollars (\$750,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Project” means the Recipient assisting in the renovation of a vacant former bank building, in accordance with the Application and the terms of this Agreement.

(j) “Project End Date” means December 31, 2023, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI Funds and Matching Funds.

(k) “Project Location” means the site or sites at which the Project will take place, specifically 1718 West Park Street, Two Rivers, Wisconsin.

(l) “Project Start Date” means April 12, 2022, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(m) “Recipient” means City of Two Rivers.

(n) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars (\$250,000) in CDI Funds.

3. Recipient’s Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement.

(b) CDI Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	CDI Funds	Private Funds	Public Funds	
0385	Renovation	\$250,000	\$1,226,871	\$10,000	\$1,386,871

(i) Eligible Project Costs to be applied to CDI Funds for renovation include specifically renovation of the building including exterior, interior, site prep, building fixtures, elevator and all building systems including restaurant and brewing equipment. Labor expenses incurred by Fresh Coast Construction, LLC shall not be considered Eligible Project Costs.

(ii) Eligible Project Costs to be applied to Matching Funds for renovation include specifically renovation of the building including exterior, interior, site prep, building fixtures, elevator, and all building systems including restaurant and brewery equipment. Labor expenses incurred by Fresh Coast Construction, LLC shall not be considered Eligible Project Costs.

(c) CDI Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Seven Hundred Fifty Thousand Dollars (\$750,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final reimbursement.

(e) WEDC's participation in the Project is acknowledged in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred

for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same).

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all CDI Funds no later than February 29, 2024.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	Goal*
Taxable Property Value	\$1,050,000
Capital Investment	\$1,570,621
Leverage – Total	\$1,600,038

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
April 12, 2022-March 31, 2023	Performance Report	June 1, 2023
April 12, 2022-December 31, 2023	Performance Report	March 1, 2024

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse

impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2024.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement,

whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by

electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or

other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.


20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By:  06/15/2022
Melissa L. Hughes, Secretary and CEO Date

CITY OF TWO RIVERS

By:  June 8, 2022
Greg Buckley, City Manager Date

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Two Rivers
1717 East Park Street
Two Rivers, WI 54241
Attn: Elizabeth Runge
Email: erunge@two-rivers.org

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development
Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Email: legal@wedc.org
Contract # CDI FY22-53218

EXHIBIT A REQUEST FOR WEDC PAYMENT

Award Number: CDI FY22-53218		Rep:	Recipient: City of Two Rivers
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Community Development Investment			Award Type: Grant
Funding Period Covered by this Request From: _____ To _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0385	Renovation					
TOTAL:						

- ☐ Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient requesting all CDI Funds no later than February 29, 2024. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy maybe required to be sent upon request.

EXHIBIT D**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT entered into effective this ____ day of August, 2022 by Wine Not, LLC (“Wine Not”) and its members for the benefit of the City of Two Rivers, Wisconsin (“City”).

WHEREAS, contemporaneously with the execution of this Agreement, Wine Not has entered into a Development Agreement (“Development Agreement”) with the City; and

WHEREAS, in consideration of the City’s entry into the Development Agreement and the covenants made therein, and the City’s application for a for a Community Development Investment Grant for the benefit of Wine Not, and the City’s entry into a Community Development Investment Grant Agreement (“Grant Agreement”) with the Wisconsin Economic Development Corporation (“WEDC”), Wine Not agreed that it and its members would indemnify and hold the City harmless from any claims, judgments or damages arising from the Grant Agreement or any breach of the Grant Agreement by the City;

NOW THEREFORE the undersigned Wine Not and its members jointly and severally hereby agree to indemnify and hold the City harmless from any and all claims, demands, actions, judgments, liabilities and obligations of any nature whatsoever (“claims”) by WEDC arising from the Grant Agreement, including but not limited to those arising from the claimed breach of the Grant Agreement by the City. This indemnification and hold harmless shall include the costs of defense against any claim, including reasonable attorney’s fees.

This Agreement shall be binding upon Wine Not and its members’ successors and assigns and inure to the benefit of the City’s successors and assigns. This Agreement shall survive the completion of Wine Not’s obligations under the Development Agreement.

This Agreement is secured by a mortgage on the property located at 1718 E. Park St., Two Rivers, WI, subordinate only to the mortgage of _____.

EXHIBIT E

MEMORANDUM OF AGREEMENT

EXHIBIT F
MORTGAGE

EXHIBIT F

W.B.A. 428B (6/13) 11429
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DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use Only to Secure Business Transactions)

Wine Not, LLC, a Wisconsin Limited Liability Company

("Mortgagor," whether one or more), whose address is
3625 Tannery Rd., Two Rivers, WI 54241
mortgages, conveys, assigns, grants a security interest in and warrants to
CITY OF TWO RIVERS, WISCONSIN ("City"),
whose address is
1717 East Park Street, Two Rivers, WI 54241, Attention: City Clerk

in consideration of the City's application for a grant in the amount of \$250,000 for the benefit of sum of Mortgagor from the Wisconsin Economic Development Corporation ("WEDC") and disbursement of that grant to Mortgagor pursuant to the terms of a Development Agreement between Mortgagor and the City, and in addition the City's entry into a Grant Agreement with the WEDCO to acquire the amount of the grant, the real estate described below,

together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property").

This mortgage is given to secure the Obligations of Mortgagor and its members under an Indemnification and Hold Harmless Agreement of even date with this Mortgage, and is subordinate solely to the mortgage described in Section 2 hereof.

Recording Area
Name and Return Address

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

Parcel Identifier No. 053-234-303-020-05
This Property **IS NOT** the homestead of Mortgagor.)
(is) (is not)

1. Description of Property.

Lot Six (6) in Block Thirty-Seven (37) in the Original Plat of the City of Two Rivers, Manitowoc County, Wisconsin, according to the recorded plat thereof.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and a mortgage to Nicolet Bank ("Bank") in an amount not to exceed \$1,500,000.00 (the "Private Mortgage"), and any interest which may accrue thereon and any late charges assessed due to default of the loan given by the Bank in that principal amount, or any refinancing of such loan. The mortgage of the City shall not be subordinate to the Bank's mortgage to the extent the Bank's mortgage secures any subsequent, other or additional loan made by the Bank or any increase of the Bank's loan above the amount of \$1,500,000.00. For example, if the Bank makes a loan to the Debtors of \$50,000.00 after it makes the loan of \$1,500,000, the City's mortgage shall not be subordinate to the Bank's mortgage to the extent it secures the \$50,000.00 loan

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

Page 1 of 3

EXHIBIT F

ADDITIONAL PROVISIONS

4. Mortgage as Security. This Mortgage secures prompt payment to Lender of under the terms of the Indemnification and Hold Harmless Agreement referred to in the first paragraph of this Mortgage, plus interest and costs and attorney's fees as set forth in that Agreement, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. **This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act.** Unless otherwise required by law, City will satisfy this Mortgage upon request by Mortgageor if (a) the Obligations have been paid according to their terms, and (b) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

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

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

7. Mortgageor's Covenants. Mortgageor covenants and warrants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Real Estate Mortgage
Page 2 of 3

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

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

13. Power of Sale. In the event of foreclosure, City may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

14. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of City under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

15. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting City, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting City, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

16. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

17. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits City, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

18. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and City as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed as of _____ (Date)

Wine Not, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
) ss.
MANITOWOC COUNTY)

Personally came before me this ____ day of _____, 2022, _____, to me known to be the person who executed the foregoing instrument and to me known to be the _____ of Wine Not, LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

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

Real Estate Mortgage
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