



**TWO
RIVERS**
WISCONSIN

CITY COUNCIL WORK SESSION

Monday, September 25, 2023 at 6:00 PM

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

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

4. ACTION ITEMS

A. Consider Authorizing an Amendment to the Development Agreement With Wine Not, LLC., Pertaining to Project Completion Timeline and Anticipated Capital Investment
Recommended Action:
Motion to authorize amendment to the Development Agreement with Wine Not, LLC.

B. Consideration of Land Transfer Agreement between City of Two Rivers and Two Rivers School District for LB Clarke
Recommended Action:
Motion to approve the agreement to transfer land to the Two Rivers School District

5. DISCUSSION ITEMS

A. Presentation by Representatives of the Van der Brohe Arboretum, Regarding Progress on Development of the Arboretum

B. Update on Planning and Permitting Work Related to Phase 3 of the Sandy Bay Highlands Conservation Subdivision

C. Review and Discuss Draft Agreement with Blue Heron Condo Association, Related to Certain Services to be Provided by the City

6. 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 of 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.

--MEMORANDUM--

Section 4, ItemA.

MEMO TO: City Council

FROM: Gregory E. Buckley
City Manager



DATE: September 22, 2023

SUBJECT: Proposed Amendment #2 to Agreement with Wine Not, LLC Regarding
The Purchase and Redevelopment of 2023 Washington Street

Early in 2022, the City Council approved the attached “Agreement for Sale of Real Estate” with Wine Not, LLC (developer) for that entity’s purchase and redevelopment of the long-vacant former gas station/c-store property at 2023 Washington Street.

Per the agreement, Wine Not LLC submitted Site and Architectural Plans for the project in October 2022. Those plans were approved by the Plan Commission in November 2022.

The developer began demotion activities this Spring but encountered some structural concerns with the building that have caused them to retain a structural engineer. As the result of evaluating the building with that engineer, the developer determined that it will be necessary to fully demolish the north half of the existing building and “build new” in that area.

Recognizing that this expansion in the scope of the project would result in a delay in both its start and completion dates, Curt Andrews of Wine Not, LLC appeared before the City Council on June 19, with a request that the project completion date be changed to December 31, 2023. He did not at that time request a change in the deadline date for providing documentation that at least \$100,000 had been invested in the renovation of the property, as Wine Not, LLC did not feel that such an extension was necessary. The City Council on June 19 approved the requested change in the completion date.

Since June 19, further engineering review and cost estimates for the redevelopment of this property have resulted in additional delays. Estimated cost for the project is now just over \$600,000, and the completion date will be some time in the first half of 2024. Wine Not, LLC has secured financing for this much-expanded project, including bank financing and a \$150,000 loan approved by the City’s Business and Industrial Development Committee (BIDC) on September 21.

At the September 25 meeting, I am asking that the City Council approve a second amendment to the “Agreement for Sale of Real Estate” with Wine Not, LLC for 2023 Washington Street, to make the following changes, shown as edits on the attached Agreement:

1. Deadline for documentation of project investment totaling at least \$100,000:
Move from September 30, 2023 to December 31, 2023
2. Deadline for project completion: Move from December 31, 2023 to July 31, 2024

Mr. Andrews of Wine Not, LLC will be in attendance to answer any questions.

AGREEMENT FOR SALE OF REAL ESTATE

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

1. **Property Sold.** The City agrees to sell and the Buyer agrees to buy on the terms set forth in this Agreement the real property located in the City of Two Rivers, Manitowoc County, Wisconsin, being parcel number 053-000-037-060.09, more particularly described as follows: Original Plat, Lot 6, Block 37 in the City of Two Rivers, Manitowoc County, Wisconsin.
2. **Price and Terms.** The Purchase price of the Property shall be \$10,000.00, of which \$10,000.00 is paid at the time of the Buyer’s signing of this Agreement by cashiers or certified check. This payment of \$10,000.00 shall be non-refundable.
3. **Conveyance.** Conveyance is to be made by quit claim deed.
4. **Contingencies.** Sale of the Property is subject to the following conditions:
 - A. Approval of this Agreement by the Two Rivers City Council.
 - B. Subject to and conditioned on compliance with the terms of the agreement the City and the WDNR entered into pursuant to Wis. Stat. § 75.106, a copy of which is attached hereto as Exhibit A and made a part hereof, and compliance with the terms of that statute. Buyer acknowledges the Property has been the subject of environmental contamination. [attach s. 75.106 agreement]
 - C. Within 180 days from the execution of this Agreement, the Buyer shall submit Site and Architectural Plans, per Section 11-1-11 of the City’s Municipal Code, to the Plan Commission for review and approval.
 - D. By ~~September 30~~ **December 31**, 2023, the Buyer shall provide to the City documentation reasonably satisfactory to the City that the Buyer invested \$100,000 in the Property. Such documentation can include contractor invoices, architect invoices, material and equipment costs or other documents establishing an investment of at least \$100,000 in value has been made by Buyer to the Property, to the City’s reasonable satisfaction. Such investment may include Buyer’s expenditures for materials and equipment necessary for Buyer’s redevelopment of the property, and Buyer’s expenditures for any contractor work done on the property by contractors *in which neither the Buyer nor any member of the Buyer has an ownership interest nor*

by which any member of the Buyer is employed. Any “in-kind” work done by the Buyer or by businesses in which the Buyer or any member of the Buyer has an ownership interest or by which any member of the Buyer is employed shall not be counted toward such investment. Also, Buyer’s purchase of the Property shall not be counted toward such investment.

- 5. No Representations/ "As Is" Condition.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY IN “AS IS” CONDITION, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, AND INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR WHETHER IT CONTAINS ANY UNLAWFUL AMOUNTS OF ASBESTOS OR ANY OTHER HAZARDOUS SUBSTANCES AS DEFINED IN FEDERAL OR STATE LAW. BUYER HAS MADE ALL INSPECTIONS OF THE PROPERTY IT DEEMS NECESSARY TO SATISFY BUYER REGARDING THE CONDITION OF THE PROPERTY FOR THE USE INTENDED BY BUYER, AND IS FULLY SATISFIED AND RELIES SOLELY ON THE RESULTS OF ITS OWN INVESTIGATION IN PURCHASING THE PROPERTY DESCRIBED IN THIS AGREEMENT.
- 6. Failure to Comply with Contingencies in Section 4.** If any contingency is not satisfied, this Agreement shall be voidable by the City on written notice given to the Buyer by personal delivery to Wine Not LLC or sent to the following email addresses:
curt@sc3keys.com.
- 6. Date of Closing.** Closing will take place within 60 days of the execution of this agreement. Closing will occur at the Two Rivers City Hall.
- 8. Date of Completion.** The development of the Property is consistent with Site and Architectural Plans as approved by the City Plan Commission and is in compliance with any Building Permits or other permits required for such development shall be completed by ~~December 31, 2023~~ **July 31, 2024**.

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

City may obtain a court judgment assigning title to the City and injunctive relief compelling delivery of an appropriate deed if needed. Buyer agrees that if the City is required to take legal action to enforce reversion of title Buyer shall be responsible for reimbursement to the City of its reasonable expenses and attorney's fees incurred in such legal action. This Section of the Agreement shall survive the closing of the sale of the Property to the Buyer.

Not later than ~~September 30~~ **December 31**, 2023, Buyer shall provide the City with documentation, to the City's reasonable satisfaction, of expenditures made in satisfaction of the investment requirements stated in Section 4.D of this Agreement. Should such documented investment total less than \$100,000, the Buyer shall be required to pay to the City a sum equal to the difference between \$100,000 and the amount of said documented investment, such sum to be paid within 30 days following written demand by the City.

9. Inability to Perform. If a Buyer is unable to perform any of its obligations under the Offer for reasons beyond the control of the Buyer, the Buyer may terminate the Offer if the Buyer provides written notice of termination to the City/Seller at least 60 days prior to the Date of Completion, ~~December 31, 2023~~ **July 31, 2024**, or Buyer may request in writing an extension of time regarding this Agreement at least 60 days prior to the Date of Completion. The City may grant or deny any request for extension in its sole discretion. Buyer's notice shall specify the cause related to its inability to perform its obligation(s). If the Agreement is terminated as provided in this Section, then title to the Property shall revert to the City as provided in Section 8.

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

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

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

13. Entire Agreement. This Agreement contains the entire agreement of the parties regarding

this transaction. All prior negotiations and discussions have been merged into this Agreement.

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

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

The City of Two Rivers

By: _____
Gregory E. Buckley, City Manager

By: _____
Jamie Jackson, City Clerk

Date: _____

Buyer(s):

By: _____

By: _____

Date: _____

AGREEMENT FOR SALE OF REAL ESTATE

AGREEMENT made in effective as of the ____ day of _____, 2023, by and between the City of Two Rivers, Wisconsin, hereinafter called the Seller, and the Two Rivers Public School District, hereinafter called the Buyer.

1. **Description.** The Seller agrees to sell, and the Buyer agrees to buy, upon the terms hereinafter named, an approximately 7-acre parcel of real estate, described as LOT 2 of the Certified Survey Map attached hereto as Exhibit A and made a part hereof (“the Property”).

2. **Price and Terms.** The purchase price of the Property shall be \$1.00 to be paid at closing in cash or its equivalent, but additional consideration for the sale to Buyer is to be provided by the Buyer’s agreement to conditions of the sale as set forth in this Agreement.

3. **Contingencies.** The following contingencies are a part of this Agreement and this Agreement is subject to them:

- A. Subject to the Seller retaining the exclusive right to use and schedule for the use by Seller, Buyer and others, the area comprised of the existing baseball diamond and field and surrounding green space located north of L. B. Clarke Middle School between 4:30 PM and 11:00 PM on weekdays and at all times on Saturday and Sunday when school is in session and at all times on Saturday, Sunday and weekdays when school is not in session. This area is shown on the map attached hereto as Exhibit B. Such use may include by way of example but not limitation: turf repair and maintenance; repair, maintenance and replacement of existing permanent fences, backstop and other field fixtures; installation of temporary outfield fencing; and various sports and recreational programs and activities.

In consideration of the Seller retaining the rights stated in the paragraph above, Seller shall be responsible for all turf maintenance, including mowing, of the area described above. Notwithstanding the foregoing to the contrary, the Seller may notify the Buyer in writing that Seller is relinquishing such rights, and the Seller shall be relieved of said responsibility for turf maintenance and of any other responsibilities relative to the property, upon the effective date of such notice.

- B. Subject to the Buyer’s developing a baseball field on School District property to be used by the Two Rivers High School varsity and junior varsity baseball teams and

ceasing high school use of the City-owned facility at Walsh Field for those teams not later than December 31, 2025.

- C. Subject to the Buyer conveying to the Seller, upon Seller's written request, the northernmost 30 feet of the Property for public street purposes. This area is depicted as "ROADWAY RESERVATION" on the map that is Exhibit A hereto.
- D. Subject to the Buyer granting the Seller an exclusive, perpetual easement, in a form satisfactory to the Seller, to allow the Seller and its contractors and agents, access to the City sanitary sewer lift station located on the L.B. Clarke Middle School property currently owned by the Buyer, for purposes of operating, maintaining and repairing that lift station. The location of said easement is depicted on the map that is Exhibit A hereto.
- E. Subject to the Seller reserving and retaining a 10-foot wide easement for the installation, repair and maintenance of underground electric utilities, running east west across the Property as depicted on the map that is Exhibit A hereto.

4. Failure of Contingencies. If any contingency is not satisfied, this Agreement shall be voidable by the Seller written notice given to the Buyer by personal delivery, or sent to the following address by certified or registered mail, return receipt requested: District Administrator, Two Rivers Public School District, 4521 Lincoln Avenue, Two Rivers, WI 54241. If notice is given by personal delivery, it is effective on the date of delivery. If notice is given by mail, it shall be deemed effective two days after the date of mailing.

In the alternative, the Seller shall, in the event of any such failure of such contingencies or breach of this Agreement, be entitled to equitable relief, including injunctive relief and specific performance, in addition to any other remedy available to Seller, at law or in equity, as well as costs and attorney's fees incurred by the Seller in pursuing such remedies. The Buyer further agrees to waive any requirement for the deposit of security of any bond in connection with any equitable remedy.

5. **Date of Closing.** The date of closing shall be on or before October 13, 2023. Closing shall take place at Two Rivers City Hall or as otherwise may be mutually agreed by the parties.

6. **No Representations/"As Is" Condition.** EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, BUYER ACCEPTS THE PROPERTY IN "AS IS" CONDITION, WITH ALL FAULTS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE CONDITION OF THE PROPERTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, AND INCLUDING BUT NOT LIMITED TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR WHETHER IT CONTAINS ANY UNLAWFUL AMOUNTS OF ASBESTOS OR ANY OTHER HAZARDOUS SUBSTANCES AS DEFINED IN FEDERAL OR STATE LAW. BUYER ACKNOWLEDGES THAT IT HAS HAD OR SHALL HAVE THE OPPORTUNITY TO MAKE ALL INSPECTIONS OF THE PROPERTY IT DEEMS NECESSARY TO SATISFY BUYER REGARDING THE CONDITION OF THE PROPERTY FOR THE USE INTENDED BY BUYER, AND IS FULLY SATISFIED AND RELIES SOLELY ON THE RESULTS OF ITS OWN INVESTIGATION IN PURCHASING THE PROPERTY DESCRIBED IN THIS AGREEMENT. THE BUYER FOR ITSELF, ITS MEMBERS, ITS SUCCESSORS AND ASSIGNS, WAIVES, DISCHARGES AND RELEASES THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OF ANY NATURE WHATSOEVER THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH OR RELATED TO THE PHYSICAL, GEOLOGICAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF HAZARDOUS OR TOXIC MATERIALS AT,

UNDER OR IN THE GENERAL VICINITY OF THE PROPERTY OR THE CURRENT OR PREVIOUS VIOLATION OF ANY LAWS AT THE PROPERTY, IF ANY.

7. **Conveyance.** Conveyance is to be made by Quit Claim Deed upon payment of the full purchase price, free and clear of all encumbrances except municipal and zoning ordinances and recorded easements for public utilities serving the property and any other recorded easements, agreements or restrictions.

8. **Evidence of Title.** Seller shall furnish to Buyer at least five (5) business days prior to date of closing and the Buyer may accept as a sufficient showing of title a policy of title insurance from a reputable title company, in an amount not less than the purchase price, showing title in a condition acceptable to Buyer. Seller shall pay the cost of such title policy. If title is not acceptable for closing, Buyer shall notify the Seller in writing of objections to title by the time set for closing. Sellers shall then have a reasonable time, but not exceeding ten (10) days, to remove the objections, and the time for closing shall be extended for this purpose. If Seller is unable to remove said objections, this Agreement shall be voidable at the option of the Buyer, by written notice to Seller.

9. **Occupancy and Possession.** Legal occupancy and possession of the Property shall be delivered to Buyer on the date of closing.

10. **Time of the Essence.** Time is of the essence as to: legal possession, occupancy, date of closing and as to all dates inserted in this offer.

11. **Closing Costs.** Sellers shall pay any transfer tax, if applicable, and fees for recording of any other documents required to give Buyer merchantable title. Buyer is responsible for payment of recording fees for the Deed given by Seller.

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

13. **Parties Bound.** This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors and assigns.

14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be adequate to bind the parties to this Agreement, but original signatures shall be substituted as soon as possible thereafter.

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

16. **Authority.** The undersigned represent and warrant that they have full authority to sign and enter into this Agreement on behalf of Seller and Buyer, and that the actions necessary to grant them such authority have been duly taken by Seller and Buyer.

SELLER:

City of Two Rivers

BY: _____ / _____
Gregory E. Buckley, City Manager Date

BY: _____ / _____
Amanda Baryenbruch, City Clerk Date

BUYER:

Two Rivers Public School District

BY: _____ / _____
Date

Printed Name and Title

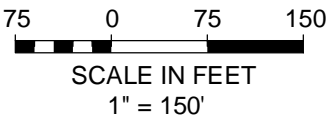
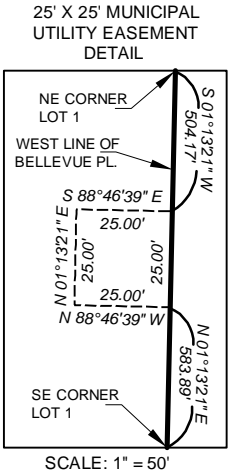
BY: _____ / _____
Date

Printed Name and Title

CERTIFIED SURVEY MAP NO. _____

SHEET 1 OF 3 SHEETS

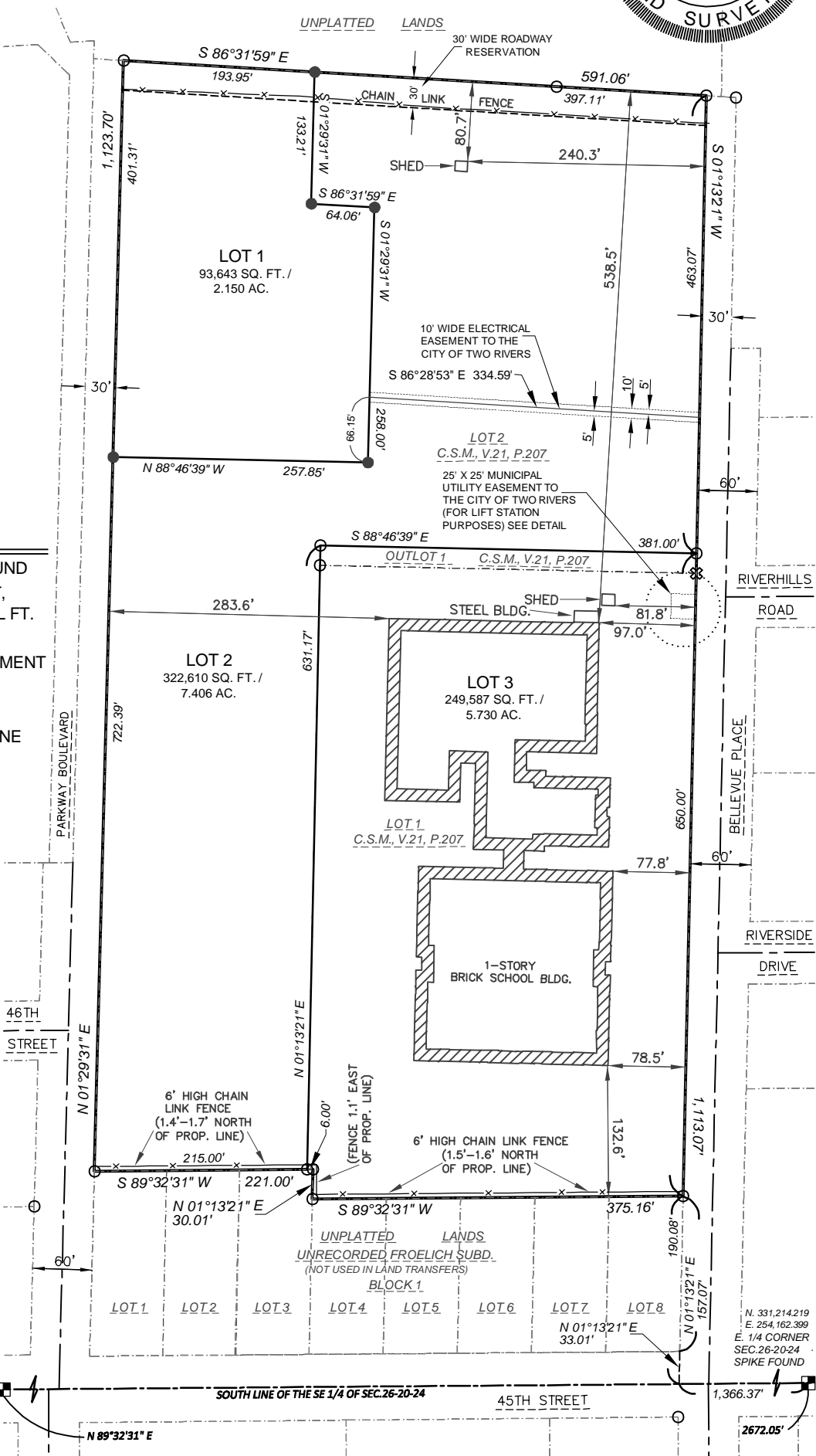
LOTS 1 & 2, AND OUTLOT 1, OF CERTIFIED SURVEY MAP AS RECORDED WITHIN VOLUME 21, ON PAGE 207, OF CERTIFIED SURVEY MAPS OF THE MANITOWOC COUNTY REGISTRY, AS DOCUMENT No. 900077, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 24 EAST, SITUATED WITHIN THE CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN.



LEGEND:

- = 1-1/4" O.D. IRON PIPE FOUND
- = 1-1/4" O.D. IRON PIPE SET, WEIGHING 1.68 LBS./LINEAL FT.
- ⊗ = CHISELED "X" FOUND
- = SECTION CORNER MONUMENT
- R.A. = RECORDED AS
- ▨ = EXISTING BUILDING OUTLINE

NORTH REFERENCED TO THE WISCONSIN COORDINATE REFERENCE SYSTEM (WISCRS) MANITOWOC COUNTY, (2011) THE SOUTH LINE OF THE NE 1/4 OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 24 EAST BEARING N89°32'31"E.



SAVE DATE: 9/22/2023 11:46 AM PLOT DATE: 9/22/2023 11:47 AM S:\SiteData\Broy Architects\230132 Two Rivers PSD\Survey\DWG\230132_CSM3.dwg



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

CERTIFIED SURVEY MAP NO. _____

LOTS 1 & 2, AND OUTLOT 1, OF CERTIFIED SURVEY MAP AS RECORDED WITHIN VOLUME 21, ON PAGE 207, OF CERTIFIED SURVEY MAPS OF THE MANITOWOC COUNTY REGISTRY, AS DOCUMENT No. 900077, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 24 EAST, SITUATED WITHIN THE CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I hereby certify that by the direction of the City of Two Rivers and the Two Rivers Public School District, I have surveyed, divided, and mapped the land shown and described hereon, being all of Lots 1 & 2, and Outlot 1, of Certified Survey Map as recorded within Volume 21, on Page 207, of Certified Survey Maps of the Manitowoc County Registry, as Document No. 900077, being a part of the Southwest 1/4 of the Northeast 1/4 of Section 26, Township 20 North, Range 24 East, situated within the City of Two Rivers, Manitowoc County, Wisconsin, more specifically bounded and described as follows:

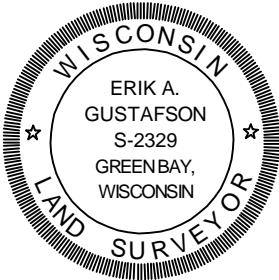
Commencing at the East 1/4 Corner of said Section 26; thence South 89°32'31" West, along the south line of said Northeast 1/4 of Section 26, 1,366.37 feet to the west line of Bellevue Place extended southerly; thence North 01°13'21" East, along said westerly line and said extension thereof 190.08 feet to the southeast corner of said Lot 1, and the Point of Beginning; thence South 89°32'31" West, along the south line of said Lot 1, 375.16 feet to the southwest corner of said Lot 1; thence North 01°13'21" East, along a westerly line of said Lot 1, 30.01 feet to a corner of said Lot 1; thence South 89°32'31" West, along a southerly line of said Lot 1, and also along the south line of said Lot 2, 221.00 feet to the southwest corner of said Lot 2; thence North 01°29'31" East, along the west line of said Lot 2, 1,123.70 feet to the northwest corner of said Lot 2; thence South 86°31'59" East, along the north line of said Lot 2, 591.06 feet to the northeast corner of said Lot 2, also being a point on the west line of said Bellevue Place; thence South 01°13'21" West along said west line of Bellevue Place and also along the east line of said Lot 2, said Outlot 1, and said Lot 1, 1,113.07 feet to said southeast corner of Lot 1, and the Point of Beginning.

Containing 665,840 square feet / 15.286 acres of land, more or less.

I further certify that I have fully complied with the provisions of Section 236.34 of the Wisconsin Statutes and Chapter 12-1 - Subdivision and Platting, within Title 12 - Subdivision and Platting, of the City of Two Rivers Subdivision Ordinance, in surveying, dividing, and mapping, and that this Certified Survey Map is a true and correct representation of all of the exterior boundaries of the land surveyed and the division of said land.

Dated this ____ day of _____, 20____.

Erik A. Gustafson S-2329



CITY OF TWO RIVERS COMMON COUNCIL APPROVAL:

I, Amanda Baryenbruch do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Two Rivers, and that this Certified Survey Map was approved by the City Council of the City of Rivers, Manitowoc County, Wisconsin on the ____ day of _____, 20____.

Amanda Baryenbruch, City of Two Rivers City Clerk

S:_SiteData\Broy Architects\230132 Two Rivers PSD\Survey\DWG\230132_CSM3.dwg SAVE DATE: 9/22/2023 11:46 AM PLOT DATE: 9/22/2023 11:48 AM



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

OWNER / SUBDIVIDER:
CITY OF TWO RIVERS
1717 E. PARK STREET
PO BOX 87
TWO RIVERS, WI 54241

OWNER / SUBDIVIDER:
TWO RIVERS PUBLIC SCHOOL DISTRICT
4521 LINCOLN AVENUE
TWO RIVERS, WI 54241

CERTIFIED SURVEY MAP NO. _____

LOTS 1 & 2, AND OUTLOT 1, OF CERTIFIED SURVEY MAP AS RECORDED WITHIN VOLUME 21, ON PAGE 207, OF CERTIFIED SURVEY MAPS OF THE MANITOWOC COUNTY REGISTRY, AS DOCUMENT No. 900077, BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 20 NORTH, RANGE 24 EAST, SITUATED WITHIN THE CITY OF TWO RIVERS, MANITOWOC COUNTY, WISCONSIN.

CITY OF TWO RIVERS OWNER'S CERTIFICATE:

As owners, we hereby certify that we caused the land shown and described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon.

IN WITNESS WHEREOF, the City of Two Rivers, has caused these presents to be executed and signed by Gregory Buckley, City Manager, at _____, Wisconsin, on this ____, day of _____, 20__.

By: Gregory Buckley
City Manager

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this ____ day of _____, 20__, Gregory Buckley, City Manager of the City of Two Rivers, to me known to be the person who executed the foregoing instrument, and known to be such City Manager, and acknowledges that he executed the foregoing instrument as such City Manager, by its authority.

(Notary Seal) _____

Notary Public, _____ County, Wisconsin.

My Commission (expires) (is permanent) _____.

TWO RIVERS PUBLIC SCHOOL DISTRICT OWNER'S CERTIFICATE:

As owners, we hereby certify that we caused the land shown and described on this Certified Survey Map to be surveyed, divided, and mapped as represented hereon.

IN WITNESS WHEREOF, the Two Rivers Public School District, has caused these presents to be executed and signed by Diane Johnson, Superintendent, at _____, Wisconsin, on this ____, day of _____, 20__.

By: Diane Johnson
Superintendent

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this ____ day of _____, 20__, Diane Johnson, Superintendent of the Two Rivers Public School District, to me known to be the person who executed the foregoing instrument, and known to be such Superintendent, and acknowledge that she executed the foregoing instrument as such Superintendent, by its authority.

(Notary Seal) _____

Notary Public, _____ County, Wisconsin.

My Commission (expires) (is permanent) _____.



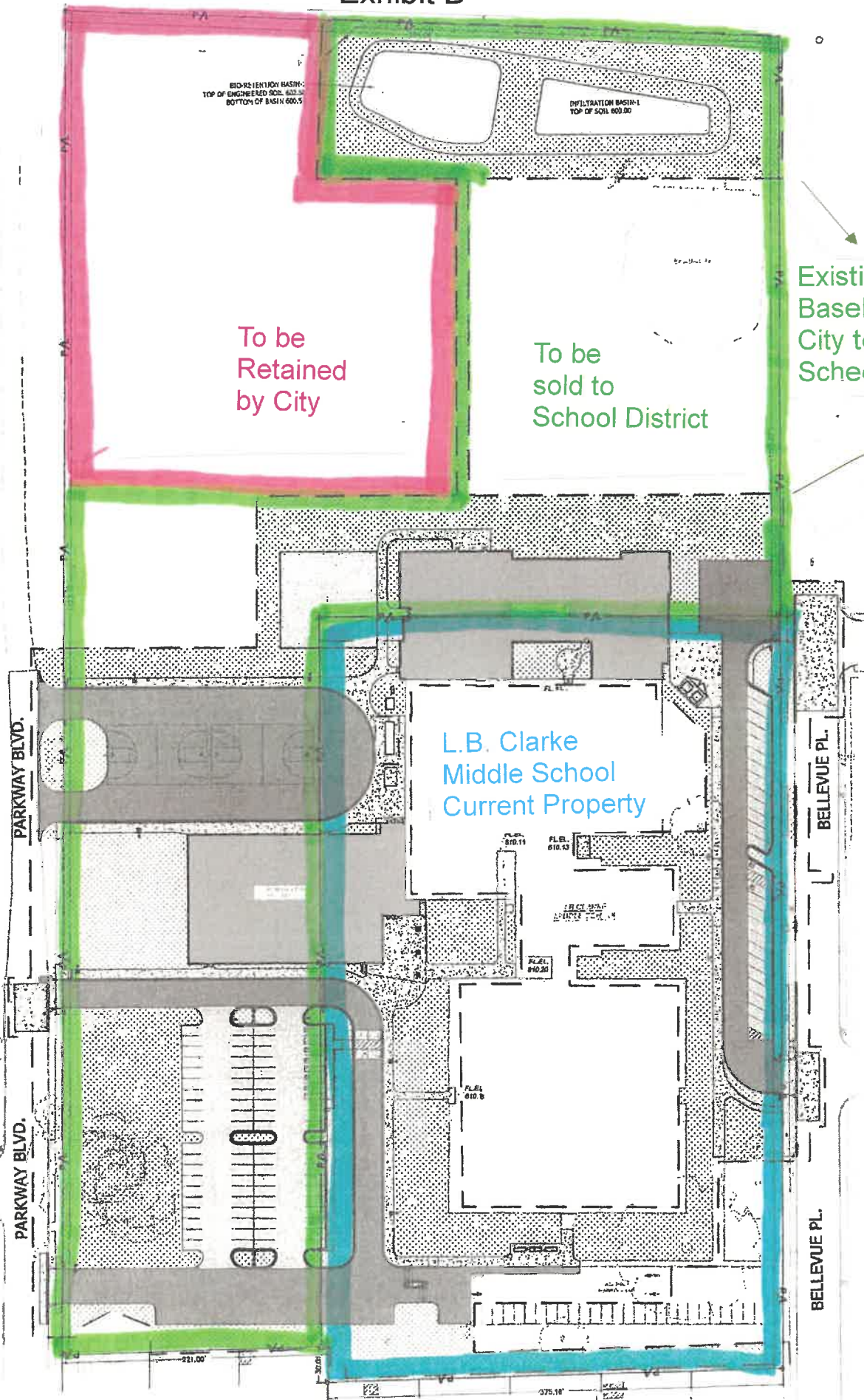
S:_SiteData\Broy Architects\230132 Two Rivers PSD\Survey\DWG\230132_CSM3.dwg SAVE DATE: 9/22/2023 11:46 AM PLOT DATE: 9/22/2023 11:49 AM



226 W. WISCONSIN AVE.
APPLETON, WI 54911
kapurinc.com

Exhibit B

Section 4, Item B.





PROJECT DESIGN SCHEDULE

Sandy Bay Highlands Phases 3 & 4
 McM No. T0007-09-22-00439.10
 City of Two Rivers, WI
 September 18, 2023

Design

30% Design	Sept 29, 2023
City Meeting to discuss 30% design	Week of Oct 2, 2023
60% Design	Oct 20, 2023
City Meeting to discuss 60% design	Week of Oct 27, 2023
90% Design	Nov 10, 2023
City Meeting to discuss 90% design	Week of Nov 13, 2023
Final Design	Nov 29, 2023
Final City Approval of Plans	Week of Dec 4, 2023

Platting

Submit Preliminary Plat for City Staff Review	Oct 16, 2023
Submit Preliminary Plat to City Plan Commission	Oct 30, 2023
Preliminary Plat Approved by City Plan Commission	Nov 13, 2023
Preliminary Plat Approved by City Common Council	Nov 20, 2023
Submit Final Plat to City	Nov 27, 2023
Final Plat Approved by City Plan Commission	Dec 11, 2023
Final Plat Approved by City Common Council	Dec 18, 2023

Permitting

Submit for Permitting	Nov 17, 2023	
Permits	Submit	Receive
WNR Wetland General Permit	Nov 17, 2023	Dec 15, 2023
WNR NOI Construction Permit	Dec 19, 2023	Jan 19, 2024
WNR Watermain Extension Permit	Nov 17, 2023	Jan 19, 2024
BLRPC 208 Sanitary Sewer Service Area Letter	Nov 17, 2023	Dec 15, 2023
WNR Sanitary Sewer Extension Permit	Dec 18, 2023	Jan 19, 2024

Bidding and Construction

Bid Opening	
Construction Start	

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