



CITY COUNCIL WORK SESSION

Monday, January 27, 2025 at 6:00 PM

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

AGENDA

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

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

4. DISCUSSION ITEMS

Discuss Council Interest in Attending Manitowoc County Chamber Program, "Awards of Distinction," Thursday, February 13, 2025; Reception at 4:30 PM, Awards Program at 6:00 PM

5. ACTION ITEMS

A. 25-015 Professional Services Agreement With Stantec Consulting Services for Grant-Funded Project, "Creating a Resilient Waterfront Parkland," Addressing Long-Term Planning for Shoreline Resiliency and Enhanced Public Access/Use of the Public Lakefront from the Harbor South Past the City Limits to the Vicinity of the Chamber of Commerce Property (Tabled from January 20, 2025 Meeting)

Recommended Action:

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

B. 25-019 Funding Agreement With Great Lakes and St. Lawrence Cities Initiative, Providing for \$135,000 in Funding to Assist in the "Creating a Resilient Waterfront Parkland" Project

Recommended Action:

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

C. 25-020 Discussion of Possible Changes to City Ordinances and Policies Pertaining to Short-Term Rentals

Recommended Action:

Direction to staff about proceeding with any possible changes

6. CLOSED EXECUTIVE SESSION

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

--Discuss matter related to cemetery lots

--Discuss recent communication from Van der Brohe Arboretum, regarding City utility service

7. RECONVENE IN OPEN SESSION

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

8. ADJOURNMENT

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

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

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

--MEMORANDUM--

TO: City Council

FROM: Gregory E Buckley
City Manager



DATE: January 24, 2025

SUBJECT: Professional Services Agreement With Stantec for Shoreline Planning Initiative: "Creating a Resilient Waterfront Parkland"

The City has been working for the past two years to assemble funding for an initiative to study and develop plans for Two Rivers' Lake Michigan shoreline from the harbor to the south city limits (and slightly beyond, as the City owns shoreline along the lake all the way to the Chamber of Commerce, a few hundred feet into the City of Manitowoc).

That funding has been secured, totaling \$405,354 from three different sources, working closely with consultants from Stantec Consulting Services, Inc. Stantec has done previous work for the City and for Woodland Dunes Nature Center, on projects including wetlands studies, stream restoration and habitat restoration.

Stantec's proposed services agreement and work plan is attached and is recommended for Council authorization on Monday night. Also on the agenda is the proposed funding agreement with one of the funding agencies, the Great Lakes and St. Lawrence Cities Initiative.

The overall goals of this work include:

- Developing plans to make the area more resilient in light of fluctuating lake levels -
- Enhancing public access to and use of the publicly-owned shoreline in this area, particularly the subarea adjacent to the City's utilities/public works complex
- Establishing native plantings along the shoreline corridor
- Introducing "green infrastructure" to address treatment of stormwater runoff in the Memorial Drive/STH 42 corridor.

The primary focus of this work—the "deepest dive" in terms of analysis and plan development--will be the area immediately south of the harbor, to the south property line of the Lighthouse Inn. This work will build on a concept that was laid out for this area in the

City's 2013 Harbor Master Plan. An excerpt from that plan, specific to this area, is attached. (Full Harbor Master Plan is available for review on-line at www.two-rivers.org, under Government/City Departments/Community Development/Planning and Zoning/Plans).

In this area, the consultants will review existing data from the Corps of Engineers, FEMA and other sources to serve as the basis for modeling shoreline solutions in this area that address:

- Possible widening of the public beach
- Capturing sand in this area, to both to enhance/maintain the beach and to reduce sand transport northward along the shoreline, which currently contributes to shoaling at the harbor entrance

There is also a limited amount of funding to be used by Stantec for implementation activities: pollinator garden plantings and establishment of dune grass in areas along Mariners Trail, adjacent to STH 42.

The three funding sources for this contract are:

Great Lakes and St. Lawrence Cities Initiative	\$135,000
--Under a grant from the National Fish and Wildlife Foundation Coastal Resilience Fund (on January 27, 2025 agenda)	
--Sustain Our Great Lakes Program Grant, National Fish and Wildlife Foundation (Grant agreement with City in place May 2024)	\$204,354
--Fund for Lake Michigan (Grant approved, funds on deposit with City)	\$ 66,000
TOTAL FUNDING	\$405,354

Harbor Master Plan

3: Lake Michigan Beach Restoration

According to an agreement between the City and WDNR, the City has the right to place fill on the lake bed out to the designated bulkhead line. Uses are limited, however to recreational and/or marina related.

This is a key redevelopment opportunity for a number of reasons:

- The waterfront is under utilized along the lake in this area.
- The development will include a buffer to the city treatment plant that can be maintained until a time if/when the treatment plant is relocated.

- The land is highly visible, especially for transient boaters.
- Access to the waterfront and the south pier will be dramatically improved through a dedicated trail/pathway.
- Stormwater management facilities can be incorporated which would help clean run-off before it reaches the beach and lake.

The project options as shown will require coordination with the owners of Seagull Marina as a portion of their property is shown as beach (though to a lesser degree in Option 1).

The beach redevelopment would include a series of pocket beaches

protected and stabilized by rubble revetments.

Option 2 is shown below. In this option, a naturalized pocket beach is shown in the channel (mirroring the beach adjacent to the US Coast Guard station) as part of the internal surge mitigation strategy.





PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective January 22, 2025 (the "Agreement Date") by and between:

"Client"

Name: City of Two Rivers
 Address: 1717 East Park Street, PO Box 87, Two Rivers WI 54241-0087
 Phone: 920-793-5540
 Representative: Matthew R. Heckenlaible, PE Email: mathec@two-rivers.org

"Stantec"

Name: Stantec Consulting Services Inc.
 Address: 12080 Corporate Parkway Suite 200, Mequon WI 53092-2661
 Phone: 262-541-4466
 Representative: Melissa Curran, Senior Associate Email: melissa.curran@stantec.com

Project Name (the "Project"):

Creating a Resilient Waterfront Parkland, Two Rivers, Wisconsin

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When requested by Stantec, the Client may engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. If the Client refuses or fails to engage the requested specialist consultants, the Client shall be responsible for any resulting delays, losses, or damages arising from Stantec's inability to perform the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.



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STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Either Stantec or the Client may terminate this Agreement without cause upon seven (7) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of notice of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated. Either party may suspend the project immediately upon notice to the other party.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs



PROFESSIONAL SERVICES AGREEMENT

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.



PROFESSIONAL SERVICES AGREEMENT

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.



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The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

City of Two Rivers

Stantec Consulting Services Inc.

Greg Buckley, City Manager
Print Name and Title

Melissa Curran, Senior Associate
Print Name and Title

Signature

Signature Melissa Curran



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

City of Two Rivers
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: January 22, 2025

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Refer to attached Task Order #1, Creating a Resilient Waterfront Parkland, Two Rivers, Wisconsin
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: January 22, 2025
Estimated Completion Date: June 1, 2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Refer to attached Task Order #1.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.



**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

January 22, 2025
Matthew R. Heckenlaible, PE
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Reference: Task Order #1

January 22, 2025

Project/File: Creating a Resilient Waterfront Parkland, Two Rivers, Wisconsin

Matthew R. Heckenlaible, PE
Director of Public Works, City of Two Rivers
1717 East Park Street
PO Box 87
Two Rivers, WI 54241-0087
mathec@two-rivers.org
Phone: 920-793-5540

Greetings Matt,

The City of Two Rivers (the "City") is experiencing significant impacts and costs related to climate change, including rapidly changing Lake Michigan conditions, such as recent record high lake levels and severe storms, which have caused erosion of City beaches and damage to shoreline infrastructure along a 3.2-mile section of the shoreline. We understand that the City is interested in stabilizing this Lake Michigan shoreline (the "project shoreline"), located south of the Two Rivers Harbor, using nature-based solutions and green infrastructure. The project shoreline is shown in Figure 1 below.



Figure 1. Project shoreline

Reference: Task Order #1

The City is also interested in reducing the frequency of maintenance dredging in the outer channel of the Two Rivers Harbor. The City's understanding is that net longshore sediment transport is from south to north. As the shoreline to be stabilized is south of the harbor, any proposed solutions must be designed to avoid additional sediment deposition in the harbor that would not reduce the frequency of maintenance dredging.

Finally, the City is aware of existing challenges to navigation due to wave agitation in the harbor during storm conditions. The USACE Detroit District conducted a wave agitation study in 2017 where these unfavorable conditions were related to the orientation of the harbor jetties, with respect to the direction of wave approach during storms, and resonance. In that effort, the USACE evaluated several structural alternatives to improve wave agitation and resonance within the harbor; the range of alternatives and their effects are well understood and thus wave agitation will not be a focus of the proposed effort. The City is, however, interested in solutions that may reduce the frequency of maintenance dredging while improving wave tranquility in the inner harbor.

Our proposal includes green infrastructure design and a coastal study that will use coastal modeling, science, and engineering methods to develop solutions that can address the issues expressed by the City in a unified manner. This scope of work also includes project management, grant administration and reporting, ecological restoration, and community engagement to support the City through every step of the project.

Task 1: Project Management

Stantec will provide project management through the duration of the project to coordinate internally with the technical leads and production staff as well as City, funding partners, and identified stakeholders, with the goal of providing deliverables that are aligned with this scope of work and Stantec's quality standards.

Stantec will coordinate a kick-off virtual meeting using Teams with City staff, consultants, stakeholders, and key team members to review the scope of work, timeline, establish communication lines, discuss community engagement methods, and identify existing data and relevant studies that may be used for design. Stantec will host up to 6 monthly virtual progress meetings using Teams to keep the City and stakeholders up to date and request feedback in a timely manner. Stantec will participate in additional phone calls to discuss project status with the City as deemed necessary.

Deliverables include meeting minutes or emails following virtual meetings to summarize discussion and action items.

Task 2: Grant Administration & Reporting

Stantec understands the City successfully secured grant funds from the following sources: National Fish & Wildlife Foundation (NFWF) Sustain our Great Lakes (SOGL); Fund for Lake Michigan (FFLM); and NFWF National Coastal Resiliency Fund (NCRF) in partnership with the Great Lakes and St. Lawrence Cities Initiative (Cities Initiative).

Stantec has extensive experience with each of these grant programs and will assist the City with responding to information requests from the granting agencies through the life cycle of each program. Our team has standard approaches to verify the appropriate documentation is gathered, reviewed, and

Reference: Task Order #1

presented for quality control. We understand that the NFWF NCRF funding will be managed by the Cities Initiative.

The Stantec Funding Specialist will maintain communication with the City throughout the grant-funded timeline through phone calls, emails, regular meetings, and interim/final report submittals, as appropriate, to complete the required grant administration tasks. This will include coordination of the following: 1) completing NFWF SOGL NEPA compliance documents, including preliminary desktop reviews for both threatened and endangered species and cultural resources; 2) tracking of project deliverables; 3) reimbursement requests to NFWF SOGL and FFLM grant programs; and 4) interim, progress, and final reporting as required under each funding agreement. This task will commence upon signed Task Order and will be completed when all grant reimbursements have been completed at the end of the project.

Task 3: Coastal Study for Shoreline Stabilization and Reduced Maintenance Dredging

The scope of the Coastal Study includes stabilization of approximately 2,130 LF of shoreline located directly south of the Two Rivers Harbor, as shown in Figure 2 below, and alternatives to reduce the frequency of maintenance dredging of the Two Rivers Harbor outer channel.



Figure 2. Coastal Study Area

Subtask 3a. Data Collection and Analysis

Stantec will gather and analyze publicly available meteorological and oceanographic data, ground elevations, bathymetry, dredging records, and flood hazard studies, to characterize the conditions of the project area and serve as a basis for the modeling and engineering tasks. Table 1 presents the data sources and data types that will be included in this exercise. The data analysis will be complimented with a literature review of relevant studies available in the public domain and provided by the City (including the 2017 study by the USACE).

The deliverable of Subtask 3a is a dedicated section in the Coastal Study Report.

Reference: Task Order #1

Table 1. Data sources

Source	Data	Purpose
Iowa State University IEM ASOS Network	Winds	Process measured winds at Manitowoc Municipal Airport to develop wind roses and calculate exceedance statistics and extreme values.
FEMA (2023) Flood Insurance Study, Manitowoc County, WI	Base Flood Elevation and Flood Hazard Zone	From the effective flood maps, gather Base Flood Elevation and flood hazard zone along the project coastline.
	Extreme stillwater elevations and waves	From the FIS Report, extract the starting stillwater elevations (various return periods) and 100-year starting wave height and period from transects near the project site.
NOAA Digital Coast Website	Topography/Bathymetry	Use most recent digital elevation model to characterize the topography and bathymetry in the project area.
NOAA Tides & Currents	Water levels	Process historical water level record at Kewaunee, WI, to calculate statistics and examine seasonality.
USGS National Water Dashboard	River discharge	Process historical river discharge record at West Twin and East Twin rivers.
U.S. National Ice Center	Ice coverage maps and statistics	Understand historical ice coverage in the area and future projections.
USACE Detroit District	Record of maintenance dredging	Request historical maintenance dredging information (dates, pre- and post-hydrographic surveys, and dredged volumes, grain size)
USACE Wave Information Study	Offshore wave and wind conditions	Analyze hindcast of offshore wave and wind parameters from the closest data point to the harbor. Download extreme wave parameters.

Reference: Task Order #1

Subtask 3b. Conceptual Alternatives Development

Preliminary review of literature suggests that the net longshore sediment transport at Two Rivers is from south to north. This is consistent with the wider beach in the vicinity of the south jetty. However, examination of the shoreline between Two Rivers and Manitowoc harbors via Google Earth suggests that the beach is generally narrow or non-existent, indicating a limited source of sediments, which could be attributed to the presence of Manitowoc harbor and other shoreline revetments.

Based on this information, it is inferred that:

- Beach widening along the project shoreline will be challenging to achieve without measures that can supply sand to the system (e.g. beach fill), provide long-term growth potential to the beach, and provide stability during storm conditions (e.g., detached breakwaters and groins).
- The sedimentation of the harbor channel is dominated by local sediment transport during storm conditions. This hypothesis is supported by the current maintenance dredging cycle estimated by the City to be every 3 – 5 years, as an active longshore sediment transport regime not associated with storm conditions would likely result in more frequent dredging.

Stantec proposes to evaluate the following alternatives using the numerical models described in Subtask 3c. Only the dog-leg extension of the south harbor jetty is included in Alternatives 3 and 4, as the USACE (2017) study found this modification to be the most efficient at improving harbor tranquility, due to the prevailing wave directionality during storms. Extension of the south jetty is also expected to positively impact sediment deposition patterns that can reduce maintenance dredging. The orientation and length of the south jetty extension will be informed by the USACE (2017) study and the numerical modeling carried out in Subtask 3c.

- Alternative 1: Beach Fill.

The project shoreline is nourished to provide increased protection to the existing landside facilities against erosion, particularly during high lake levels, and improve recreational use. The design beach fill template will take into consideration the analysis of water levels and input from the City.

- Alternative 2: Beach Fill with Detached Breakwaters.

In addition to beach fill, detached breakwaters are placed in the nearshore but inside the "bulkhead line" identified in the Two Rivers Implementation Framework. The detached breakwaters are included to reduce wave energy (particularly during storm conditions) and therefore provide some protection to the beach fill, as well as to minimize sediment migration from the nourished beach to the outer harbor channel. The geometry and crest elevation of the breakwaters will be determined through coastal engineering methods. The number, length, and shape of the breakwaters will be determined through the modeling carried out in Subtask 3c.

- Alternative 3: Alternative 1 with South Jetty Extension.
- Alternative 4: Alternative 2 with South Jetty Extension.

The deliverables of Subtask 3b include conceptual plan view drawings of each alternative and existing and proposed nourished beach profiles.

Reference: Task Order #1

Subtask 3c. Numerical Modeling

Waves in the surf zone are the primary driving mechanism of longshore and cross-shore sediment transport in the nearshore. The modeling of wave conditions is therefore vital to achieving the project objectives. Stantec proposes to conduct numerical modeling of selected wave conditions associated with storms to evaluate the proposed alternatives.

The location of the WIS data point providing offshore wave conditions closest to Two Rivers is located approximately 4 miles seaward of the harbor jetties (Figure 3). Stantec will use the Delft 3D SWAN model with a domain of preliminary extent shown in Figure 3 to transform the offshore wave conditions to the nearshore and provide boundary conditions to the local, high-resolution nested model of the approaches to the harbor (approximately within 0.6 miles of the harbor jetties as shown in Figure 3). Winds from WIS will be applied uniformly over the domain.

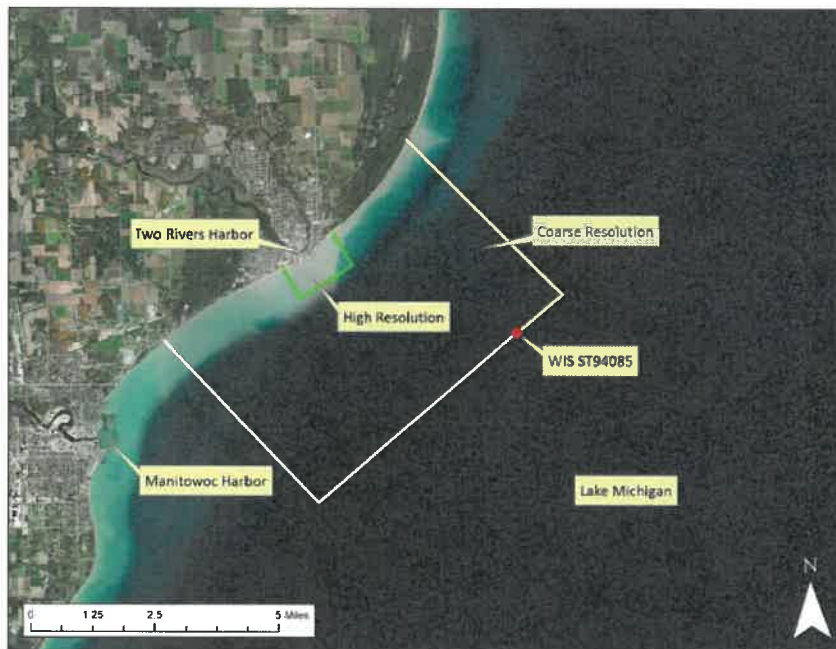


Figure 3. Preliminary model domain extents

The wave model will be coupled with the Delft 3D Sediment Transport model. Sediment parameters will be determined from the analysis of historical maintenance dredging records and/or from literature review.

Stantec will identify up to three storms to model from analysis of the WIS and water level records. The selection will be based on peak conditions at the WIS data point, wave directionality with respect to the harbor entrance, and availability of water levels from the Kewaunee water level monitoring station. If water levels are available for the selected storms, water levels will be included in the simulation as a time-varying, spatially uniform variable. The simulations will be carried out for existing conditions and for each alternative considering a low, average, and high water level.

Reference: Task Order #1

Calibration of the wave model for the existing conditions will be conducted using the measurements collected by the USACE in 2015 at the location outside the harbor. If the wave measurements are not timely provided, wave model parameters will be selected based on experience and literature review. Calibration of the sediment transport model for the existing conditions simulation will be carried out if suitable historical hydrographic survey data is available; otherwise, sediment transport model parameters will be selected based on experience and literature review.

Model results will be used to inform the engineering calculations for the sizing of armor to be used for the detached breakwaters and extension of the south jetty.

The deliverable of Subtask 3c is a dedicated section in the Coastal Study Report.

Subtask 3d. Coastal Study Report

Stantec will prepare a report summarizing the work performed in Subtasks 3a-3c, including an assessment of each alternative providing advantages and disadvantages. The draft report will be submitted to the City and stakeholders for review within 3 months of the City's authorization to proceed. The City and stakeholders will provide comments on the draft report within two (2) weeks. A comment resolution table will be developed by Stantec and submitted to the City along with the final report within two (2) weeks of receipt of comments from the City.

Subtask 3e. Green Infrastructure at Stormwater Outfall

Stantec will develop one concept, to be included within each of the 4 concept alternatives developed under Subtask 3b, and 30% preliminary design for green infrastructure at the stormwater outfall located along the west end of the coastal study area. The preliminary design will include the following:

- Collect necessary geotechnical data for design of rain gardens, bioretention ponds, or other green infrastructure system.
- Identify conflicts with utilities, structures, or property limits.
- Identify method of restoration at each site.
- Develop preliminary drawings showing areas of restoration, site improvements, grading, and drainage. Includes one round of revisions based on minor City comments.
- Development of preliminary water quality modeling. This will include analysis using the most current version of WinSLAMM. This data will be presented in basic table format and not in a stormwater management plan.
- Develop an Engineer's Opinion of Probable Construction Costs.

Deliverables will be included in plan sets developed under Subtasks 3b and 3g.

Subtask 3f. Green Infrastructure Landscape Architecture

Stantec's landscape architectural team will collaborate with water resource and coastal engineers on data collection, analysis and the conceptual alternatives design for coastal and green infrastructure area improvements. Concept level landscape graphics will be included in the conceptual renderings prepared for stakeholder engagement under Task 6.

Reference: Task Order #1

The scope will include a site visit to identify views, opportunities, and constraints for landscape design. Landscape details will be included in the 30% preliminary design for green infrastructure BMPs, gardens, and beach plantings. Vegetated options will utilize pollinator friendly, native plantings.

Synchronizing stakeholder feedback shall include:

- Development of design alternatives for pedestrian access improvements, trail corridor connections and incorporation of amenities into the existing Mariner’s Trail extension for 30% preliminary design plans
- Supporting living shoreline vegetation and stabilization options
- Green stormwater infrastructure (GSI) design alternatives in conjunction with the stormwater design task.
- Development of resilient, native landscaping plant palettes and layouts for upland, floodplain, stormwater, and shoreline zones for incorporation throughout the site

Deliverables will be included in concept renderings developed under Task 6 and the plan set developed under Subtask 3g.

Subtask 3g. 30% Design of Selected Alternative

Based on the conclusions of the Coastal Study Report, the City, Stantec and stakeholders will select an alternative to further develop to a 30% design. The 30% design will consist of engineering and design, relative to the project goals, to lay out the major design elements of the project and establish preliminary costs and timelines for construction. During this task, Stantec will develop 30% level design drawings and preliminary estimates of probable construction costs in coordination with the City and stakeholders. The City and project stakeholders will be given two (2) weeks to review and provide comments on the design deliverable. A joint meeting will be scheduled by Stantec within two (2) weeks prior to completion of Subtask 3f, during the stakeholder review period, to allow for questions and clarifications to be discussed regarding the design. 30% Design is expected to be completed by May 1, 2025.

Next Steps. 60% and Final Design, Implementation

The design of the elements that make up the selected alternative for shoreline stabilization will be finalized or optimized, based on input from the City and stakeholders on the 30% design and associated cost estimate. Optimization may be driven by the need to improve performance or reduce cost and may include changes to the extent and volume of beach fill, number and location of detached breakwaters, crest elevation of detached breakwaters, and length/alignment of south jetty extension. Depending on the nature of the changes, the numerical models described in Subtask 3c may need to be rerun to assess the impact of the changes on the shoreline and harbor channel.

For 60% design, plans with profile views of the beach fill and rock structures (if appropriate) will be added to the drawing package, showing details related to geometry, toe protection, primary and bedding stone layer characteristics, and elevations. The cost estimate will be refined accordingly. Specifications for beach fill, armor stone works, and other works associated with the alternative will be developed.

Reference: Task Order #1

Detailed cost estimates will be developed upon finalization of 30% design.

Task 4: Green Infrastructure Along Mariners Trail

Stantec will develop a Green Infrastructure Plan for a section of the Mariners Trail corridor, which parallels Lake Michigan between the lake and State Highway 42 (Memorial Drive). The eastern boundary of the study area will be at the Lighthouse Inn parking lot. The western boundary of the study area will be the Memorial Drive Wayside Park

The Green Infrastructure Plan will examine alternatives to use green infrastructure to manage surface stormwater runoff in the project area, in order to reduce erosion and improve runoff quality. The planning will focus on stormwater runoff from the four municipal parking lots in the project area, as well as surface stormwater runoff from trail areas in the corridor. The primary goal is to reduce the discharge of nonpoint source pollutant runoff from stormwater into Lake Michigan.

Subtask 4a. Data Collection, Analysis and Conceptual Alternatives Design

Stantec will assess existing site conditions and develop three conceptual alternatives within the described project area by completing the following:

- Review of available topographic, aerial data, soil mapping, historic storm and precipitation data, and other related data within the project area.
- Visit the site and identify areas of existing or potential erosion due to surface stormwater runoff.
- Develop a photo documentation log of areas identified.
- Site schematic identifying areas of erosion concern from surface stormwater runoff. The graphic will identify areas of high priority and any potential challenges.
- Up to three concepts will be developed and evaluated for the project corridor.
- Green infrastructure facilities that may be considered include vegetated and non-vegetated pretreatment and energy dissipator options, tree trenches, rain gardens, bioswales, or bioretention basins. Vegetated options will utilize pollinator friendly, native plantings within their design.

Subtask 4b. 30% Preliminary Design of Selected Alternative

Stantec will develop one preliminary design to use green infrastructure to restore and stabilize each of the selected areas affected by surface stormwater runoff within the project area. These areas will be selected by analyzing areas of high priority. The preliminary design will include the following:

- Collect survey data of each site.
- Collect necessary geotechnical data for design of rain gardens, bioretention ponds, or other green infrastructure system.
- Identify conflicts with utilities, structures, or property limits.
- Identify method of restoration at each site.
- Develop plant palette schedules identifying species and quantities for the different green infrastructure facilities.
- Develop preliminary drawings showing areas of restoration, site improvements, grading, and drainage. Includes one round of revisions based on minor City comments.

Reference: Task Order #1

- Development of preliminary water quality modeling. This will include analysis using the most current version of WinSLAMM. This data will be presented in basic table format and not in a stormwater management plan.
- Develop an Engineer’s Opinion of Probable Construction Costs.

Deliverables will include data collection photo log and modeling analysis summary, illustrative alternative plans and one conceptual alternative plan view (PDF format), preliminary design plans (30%) (ACAD and PDF format). 30% Design is expected to be completed by May 1, 2025.

Next Steps, 60% and Final Design, Implementation

The design of the elements that make up the selected alternative for Mariners Trail will be finalized based on input from the City and stakeholders for the 30% design and associated cost estimate. Changes may be driven by the need to improve stormwater retention/nutrient reductions or reduce cost.

For 60% design, plans with profile views of the green infrastructure elements (if appropriate) will be added to the drawing package and cost estimate will be refined accordingly. Specifications for structural elements, grading, habitat restoration, and other design elements associated with the alternative will be developed.

Detailed cost estimates will be developed upon finalization of 30% design.

Task 5: Ecological Restoration

Subtask 5a. Native Pollinator Establishment

This task includes herbicide application for site preparation, native seed installation, and vegetation management for up to 2 acres along Mariners Trail. Exact locations are yet to be determined but will be informed based on City and stakeholder input. The native prairie established and managed by Stantec near Wayside Park is included in this acreage. Activities will commence in spring 2025 and extend through the end of the 2026 growing season. Approximate timelines and activities associated with this task will consist of:

- Native Seeding Preparation – includes non-selective broadcast herbicide applications, using a high-volume boom sprayer from a Utility Terrain Vehicle (UTV) or completed with a low volume backpack sprayer.
- Native Seed Installation – includes the installation of native seed developed by Stantec based on site conditions, topography, and target plant community characteristics. Seed installation will be completed using a combination of no-till drilling, broadcasting, or hand seeding determined by project area access constraints, soil moisture, and other site conditions during the seeding window. Stantec anticipates seed installation to occur after Native Seeding Preparation.

Vegetation Management - includes vegetation management across the new native pollinator project areas (yet to be identified) and the pollinator planting established in 2023 near Wayside Park. Vegetation management is expected to take place during the 2025 and 2026 growing season (May-September). Vegetation management will consist of spot herbicide application and management mowing. Spot herbicide application will consist of low volume herbicide application using backpack sprayers to target invasive and undesirable species encountered. Management mowing will be conducted with a tractor-mounted rotary mower or with handheld mowers (for selective mowing and for areas that are inaccessible by tractor).

Reference: Task Order #1

Management mowing will be conducted to promote native species establishment and reduction of annual weeds.

Subtask 5b. Great Lakes Dune Restoration

This task includes native seed installation and native dune grass plug planting within/near the beach areas along Mariners Trail in areas at risk for increased erosion and sand displacement. The Dune Restoration locations are yet to be determined but will be informed based on City and stakeholder input. For costing purposes, we assume up to 5 acres will be restored. Native Dune Restoration activities will commence in 2025. Approximate timelines and activities associated with this task are outlined below:

- Native Seed Installation - includes the installation of up to 5.0 acres of native seed across the dune restoration project area. Seed mixes will be developed by Stantec based on site conditions, topography, and target plant community characteristics. Seed installation will be completed using a combination of UTV broadcasting, or hand seeding determined by Project Area access constraints, soil moisture, and other site conditions during the seeding window.
- Dune Grass Plug Planting – includes the installation of Dune Grass plugs across the planting area in areas of poor native establishment. Exact locations, size and number of plugs will be refined based on input from the City and stakeholders.

Task 6: Stakeholder Engagement

Stakeholder meetings will be conducted to inform and gather feedback from partners and community stakeholders. Stakeholder engagement tasks shall include:

- Development of engagement graphic materials, with one round of minor revisions based on Client input. Engagement graphics will include conceptual renderings of each of the 4 coastal alternatives and 3 Mariners Trail alternatives.
- Two (2) stakeholder engagement meetings held virtually. The meetings will be held at key milestones in the design process to result in:
 - Discovery of participants' input identifying their concerns and improvement opportunities for the project areas
 - Share initial concept alternatives based on participant and stakeholder feedback
 - No public engagement events are included in this scope.
 - Conceptual renderings do not include upland parcel redevelopment options or upland stormwater management approaches for the water treatment area.

Reference: Task Order #1

ASSUMPTIONS AND EXCEPTIONS

- Stantec assumes that staff will have access to the property, following reasonable notification to the Client regarding the duration of the anticipated project timeline.
- If other site features or issues are discovered that require additional attention and/or work, the costs to address such issues will be completed as an extra service.
- The City will reach out to USACE to follow up on the status of harbor dredging. They will also request a meeting between City/Stantec/ USACE to discuss dredging details.
- The effectiveness of herbicide applications is dependent upon several conditions such as target species, growth habit, weather conditions before and after the herbicide application, available target species propagule bank, and target species populations on adjacent parcels. Sustainable control of target weed populations often takes consistent and appropriately timed applications over multiple years. Complete control of a target species may not be achievable based on factors mentioned above; however, we will implement industry standard practices to reduce the establishment and spread of target species while maintaining an acceptable cost.
- Herbicide products, surfactants, and other additives will be chosen based on site conditions, demonstrated effectiveness, and consideration of potential impacts on pollinators and other wildlife.
- On-site meetings with a Stantec representative are included during scheduled workdays. Additional correspondence, meetings, documentation, or changes to the Scope of Services outside of that proposed or referenced herein may be completed as an additional service at additional cost and may affect schedule.
- Delays due to landowner access coordination, utility locates, material availability, permitting, site conditions, weather delays, and/or requirements from project stakeholders are not included within the cost estimate and schedule.
- Stantec reserves the right to adjust costs if the Client requires a different approach than that proposed by Stantec.
- Stantec will follow best practices during installation of native seed and plugs but will not warranty the establishment success of the native plantings. A range of environmental factors beyond our control, including soil compaction, poor soil quality, poor soil-seed contact out of Stantec's control (e.g., excessive crop litter or existing vegetation, inadequate seedbed prep), weather, pressure from weedy and invasive species, herbivory, and other damage may contribute to reduced planting success.
- Stantec will procure native seed/plugs and has included a \$1800 allowance per acre for native pollinator seed cost and \$0.50 per dune grass plug; final costs may vary according to final specs and native species seed/plug list.
- The proposed project schedule is based on work occurring during favorable site and weather conditions, including dry and/or frozen ground and typical site hydrology. Other site conditions may cause delays beyond Stantec's control and affect the overall project schedule.

Reference: Task Order #1

FEE

The time-and-materials estimate to complete the services described is **\$405,354.00 USD**, with a breakdown of fees shown in Table 2. Funds may be moved between tasks during the project lifecycle. Labor hours may be moved between staff as project demands arise.

Table 2. Estimated fee

Task	Description	Estimated Fee (USD)	Funding Source		
			NFWF-NCRF*	NFWF-SOGL	FFLM
1	Project Management	\$26,400		\$16,400	\$10,000
2	Grant Administration & Reporting	\$10,000		\$7,000	\$3,000
3	Coastal Study	\$193,574	\$135,000	\$15,574	\$43,000
4	Green Infrastructure	\$99,464		\$99,464	
5	Ecological Restoration	\$57,000		\$57,000	
6	Stakeholder Engagement	\$18,916		\$8,916	\$10,000
Total		\$405,354	\$135,000	\$204,354	\$66,000

***Funds provided by Cities Initiative**

SCHEDULE

Table 3 provides the estimated schedule. The proposed schedule may be affected by the response times for data requested from the USACE and other agencies.

Table 3. Estimated schedule

Task	Deliverables	Date of Completion
1	Project Management Meeting Notes	Ongoing
2	Grant Administration & Reporting	Ongoing
3	Coastal Study	
	Data Collection and Analysis	March 1, 2025
	Conceptual Alternatives Development	April 1, 2025
	Coastal Study Report	May 1, 2025
	30% Design of Selected Alternative	June 1, 2025
4	Green Infrastructure	
	Conceptual Alternatives Development	April 1, 2025
	30% Design of Selected Alternative	June 1, 2025
5	Ecological Restoration	
	Pollinator - Native Seeding Preparation	TBD
	Pollinator - Native Seed Installation	TBD

Reference: Task Order #1

	Pollinator - Vegetation Management	On-going
	Great Lakes Dune – Native Seed Installation	TBD
	Great Lakes Dune – Plug Planting	TBD
6	Stakeholder Engagement	TBD

Best Regards,

STANTEC CONSULTING SERVICES INC.



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ATTACHMENT – STANDARD RATE TABLE

BC1937_2024-0

HOURLY RATES

Stantec Billing Level	2024 Hourly Rate*
3	\$103
4	\$109
5	\$121
6	\$125
7	\$133
8	\$140
9	\$149
10	\$156
11	\$165
12	\$169
13	\$181
14	\$192
15	\$212
16	\$236
17	\$249
18	\$254
19	\$273
20	\$284
21	\$299

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or milage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.



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Jonathan Altenberg
President & CEO

Mr. Greg Buckley
City Manager
City of Two Rivers
1717 E. Park Street
Two Rivers, WI 54241

Dear Mr. Buckley:

The Great Lakes and St. Lawrence Cities Initiative is pleased to support the City of Two Rivers in advancing the project Creating a Resilient Waterfront Parkland in Two Rivers. This builds on our previous support and continues efforts under our Resilient Coastal Projects Initiative (RCPI) to assist our members in advancing coastal resilience projects along their shorelines.

This letter constitutes an agreement between the Great Lakes and St. Lawrence Cities Initiative (Cities Initiative) and the City of Two Rivers (City) to collaborate in advancing the next phase of the project entitled Creating a Resilient Waterfront Parkland in Two Rivers (Project). The City has contracted with Stantec Consulting Services Inc. (Stantec) to carry out a scope of work to address impacts along an approximately 3.2-mile section of shoreline located south of the Two Rivers Harbor. The contract (contract) includes green infrastructure design and a coastal study to develop solutions that address problems identified by the City. The contract also includes project management, grant administration and reporting, ecological restoration, and community engagement throughout the project. The timeframe for the contract is approximately January through May 2025. The City's contract with Stantec, dated ____, is attached and incorporated by reference to this agreement.

The total fee to be paid by the City to Stantec is \$405,354. Funding for the contract is provided by three sources: The Cities Initiative under a grant from the National Fish and Wildlife Foundation (NFWF)-National Coastal Resilience Fund (NCRF, \$135,000); a grant to the City from NFWF-Sustain Our Great Lakes Program (SOGL, \$204,354); and a grant to the City from the Fund for Lake Michigan (FFLM, \$66,000). The Cities Initiative funding (\$135,000) is directed solely to Task 3 in the approved scope of services, Coastal Study for Shoreline Stabilization and Reduced Maintenance Dredging. The budget for this task is \$193,574 and is also supported by the SOGL and FFLM grants (\$15,574 and \$43,000, respectively).

Please be advised that the contract and terms between all parties must comply with the terms and conditions in the Cities Initiative's agreement with NFWF. These obligations include but are not limited to the following:

2.1. Restrictions on Use of Funds. The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.3. Subawards and Contracts. When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.5.2. Acknowledgment of Support. The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements. The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

For purposes of resolving disputes, conflicts or breach to any terms and conditions, the jurisdiction shall reside in Illinois.

The Cities Initiative and the City agree to the following specific conditions and arrangements for administering the Cities Initiative’s funding to support the project:

- The City is responsible for the contract with Stantec and the conditions and stipulations contained therein. The City is also responsible for the NFWF-SOGL and FFLM grants and the conditions and stipulations therein.
- The City is the overall manager of the project, including coordinating with Stantec, the Cities Initiative, other project funders and interested parties.
- The City will include the Cities Initiative, through its designated representative, in all relevant project meetings, communications, events and related activities to ensure effective engagement and consultation during the course of the project.
- The Cities Initiative commits up to \$135,000 for the project to be directed to Task 3, as described above. The City will arrange with Stantec to receive monthly invoices for services under the contract that itemize charges separately for work performed on Task 3. Upon approval by the City and the Cities Initiative, the City shall invoice the Cities Initiative for 70 percent of the Task 3 charges, with the remaining fee to be covered by the other Task 3 funding sources, as outlined above. Due to the cost reimbursement process under the Cities Initiative’s NFWF-NCRF grant, the Cities Initiative will provide payment for invoices from the City within 60 days. The City shall be responsible for all payments to Stantec under the contract.
- No changes will be made to the overall project schedule, or the Task 3 services or budget, without approval by the Cities Initiative, which will review, comment on, and approve all Task 3 deliverables.
- City shall provide the technical and administrative staff support, and overall direction and engagement needed to ensure the project proceeds effectively and achieves the desired outcomes and deliverables within the approved budget and schedule.

- After consultation and approval from the City, the Cities Initiative will be contracting separately with an entity to carry out community engagement activities in support of the project. This contract, scope of services and budget are separate and above that associated with the Stantec contract and the Cities Initiative’s funding for Task 3 activities. The City commits to integrating the community engagement activities into the overall project, coordinating with the contracted entity, and utilizing support from Stantec under Task 6 of the contract, Stakeholder Engagement, to provide appropriate support and materials for the community engagement activities.
- The Cities Initiative and the City agree that all project materials, deliverables, announcements, and external communications shall list and recognize each entity and include their logos, along logos from the project funders, as appropriate.
- The Cities Initiative and the City agree to collaborate during and following the project to pursue funding and related support to advance the project to final design and implementation.

If this agreement is acceptable, please sign below and we will move forward with the provisions of this agreement and the overarching project process and schedule. If you have questions, please contact Bridget Brown, our Chief Operations and Programs Officer, at Bridget.Brown@glslcities.org. We are pleased to be able to support the City of Two Rivers in advancing this important project.

Sincerely,

Jon Altenberg
President and CEO

Signed on behalf of the City of Two Rivers:

Greg Buckley
City Manager
Date:

--MEMORANDUM--

TO: City Council

FROM: Gregory E Buckley
City Manager



DATE: January 24, 2025

SUBJECT: Discussion on Short-Term Rentals Planned for January 27 Work Session

Monday's work session agenda includes a discussion via teleconference with City Attorney Andrew Adams and possible Council direction to City staff, regarding possible changes to City ordinances pertaining to short term rentals (STR's).

Attorney Adams has prepared the attached document that identifies some of the issues associated with STR's and how such issues might be addressed in the Zoning Ordinance (Title 10 of City Ordinances) or in the Ordinance on Licensing of Short-Term Rentals (Section 6-13 of Ordinances, copy attached). These issues have been identified based on discussions with City staff and at past Council meetings.

Monday's discussion is intended to deal with CONCEPTS associated with licensing and regulation of STR's. I recommend that any possible changes to City ordinances that the Council might be interested in pursuing would then be referred to the Plan Commission for its review and comment, and to staff and the City Attorneys for development of draft ordinance amendments. Such ordinances would then come back to the City Council for its consideration (following a required public hearing, if any of the ordinances involve amending the Zoning Ordinance).

As STR's are licensed by the City on a calendar year basis, I expect that most any ordinance changes resulting from this process would only apply to current licensees as of January 1, 2026, but **could** apply to new applicants immediately following adoption and publication.



Andrew J. Adams
aadams@westdunn.com
608-665-9187

1/24/2025

Via Electronic Mail

City of Two Rivers
% Greg Buckley
1717 E. Park St.
Two Rivers, WI 54241





Re: Short Term Rentals, Room Tax, and Zoning

Dear Mr. Buckley,

You have asked us to provide a bullet-point list summarizing the status of Short Term Rentals, Room Tax, and the relevant pieces of the Zoning Code in the City's Code of Ordinances and to provide changes which could clarify and improve the efficacy of the relevant Ordinances. The following list is intended solely to provide such an overview and the outline of potential changes. It is not exhaustive and contains some shorthand to convey said information quickly.

Summary

- Short Term Rentals
 - Wis. Stat. § 66.1014 prohibits municipalities from banning STRs for rentals of 7 consecutive days or more. It does not allow municipalities to limit total rental days to fewer than 180 in a 365-day period for rentals between 6 and 29 days, which can run based on the first rental date.
 - The statute preserves local authority to regulate other aspects of STRs and to require licensing, as long as regulations don't conflict with the statute's other provisions.
 - Current, day-to-day regulations imposed, Two Rivers Ord. § 6-13-5:
 - The noise levels must be reasonable.
 - Signage advertising the property on the property is not allowed and no advertising is allowed anywhere until after the city and county licenses have been obtained.
 - No temporary lodging (e.g., tents or RVs) is allowed as a means of providing additional accommodations for additional guests.
 - No public nuisances.

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- Subject to room tax.
 - The sexual offender residency restrictions apply.
 - Compliance with all applicable state, county, and local codes, laws, and regulations.
 - Display proof of a current (annual) inspection by the County Health Department and contact information for the City PD, FD, and property owner or property manager.
 - Each must maintain a guest register for two years containing the full name and current address of renters, the time of rental, and the amount paid. A copy of the register must be available if requested by the city.
 - Vehicle parking must be on a paved or gravel surface.
 - Each unit must have at least one, off-street parking space with the exception of the downtown area.
 - A safe means of egress from the dwelling leading to open space at ground level is required.
 - Must have functional smoke and carbon monoxide detectors.
 - Cannot have an accessible wood burning fireplace unless the property owner provides a certificate from a properly licensed inspector, dated no more than 30 days prior to submission of the license application or renewal, certifying some specific safety items.
 - Cannot have a charcoal grill, or other similar devices used for cooking, on any balcony, deck or under any overhanging structure or within ten feet of any structure.
 - Outdoor cooking and heating devices must be used in accordance with the ordinances.
 - All property owners must carry casualty and liability insurance with liability limits of not less than \$300,000.00 per occurrence and \$1,000,000.00 aggregate.
- Room Tax
 - Ordinance: Creates a tax of 8.0% on amounts paid to rent any form of lodging.
 - Statutory: Room tax is paid by lodging marketplaces (e.g., AirBnB or VRBO) in a lump sum. This likely precludes ordinances on the subject.
 - Statutory: Challenges to amounts paid are allowed by right to the taxpayer for a period of one year after the payment. The municipality may review, audit, and adjust the amount collected from a taxpayer, as compared to the amount initially paid, for up to four years.
 - Zoning
 - Currently, no mention of Short-Term Rentals.

Clarifying Changes

- Current definition of “Family” and the applicable section of R-1 permitted uses:

§ 10-1-7: *Family*. One or more persons related by blood, marriage, adoption or a group of not more than four persons who need not be related, living together as a single housekeeping organization. A “family” includes any domestic servants and not more than one gratuitous guest residing with said family.

§ 10-1-20.A.(5): [Use. In the R-1 single-family residence district no building or premises shall be used and no building shall hereafter be erected or structurally altered unless otherwise provided in this chapter, except for one or more of the following uses:] Not more than three boarders or lodgers not members of the family.

- Issue: Attempting to define “family” as a method for limiting the number of people in a dwelling is fraught with unnecessary complications. For example, the R-1 district does not allow for “more than three boarders or lodgers not members of the family”.
 - If the “family” residing at the dwelling is a single renter, staying for 7 days, do friends of that renter count as guests, or are the first three friends of the renter considered “family” and the next three friends not members of the family? How many of them are required to pay to stay there?
 - Is a nuclear family of four barred from having another nuclear family of four as “boarders”? That would be 8 unrelated people.
 - The term “family” can include 1 gratuitous guest, but does that mean no one else is allowed to stay for free? What if a “family” of four wants to help out an older couple? Is the couple required to pay something for one of the two people but not the other?
 - Alleged violations could require proof by the occupants of very personal information, like adoption records, marriage certificates, and birth certificates.
- Potential Clarifying Change 1: Use the fire code to determine the number of people that can stay in a given dwelling.
 - This provides a clear answer as long as the livable square footage of the building is known.
 - Determining this number could be made part of the application for an STR license or related CUP.
 - The fire code will be updated over time, allowing this definition to stay up to current standards without needing to be amended as long as the fire code is invoked properly.
 - An issue with this requirement is that measuring the livable square footage is not necessarily going to be identical between people or firms which do the measuring, which could lead to contests by people who believe they should be allowed to house more renters.

- Currently, 150 sq. ft. for the first person and 100 sq. ft. for each additional person. Each additional person only requires 70 sq. ft. if the dwelling is a mobile home.
- Potential Clarifying Change 2: Allow the number of people staying in a dwelling to be two people per bedroom, plus two people.
 - This requirement provides a clear number of occupants without requiring measurement of the livable square footage.
 - This is easily enforceable by someone without specialized knowledge beyond what constitutes a legal bedroom.
 - The maximum occupancy will be lower than the fire code requires in every instance.
 - This allows for the possibility of couples in every bedroom with a small allowance for children.
 - An issue with this requirement is that it may occasionally require visitors to rent more space than they would otherwise need, especially in dwellings with particularly large living spaces.
- The term “Short Term Rental”
 - Issue: It is not used in the zoning code.
 - Clarifying Change: This term should be defined as it is in § 6-31-1, and it needs to be added as a use in every zoning district as it cannot be banned. See Wis. Stat. § 66.1014.
- Two calls to authorities “that relate to criminal or nuisance activities at the short-term rental” or similar reasons can be cause for revocation under § 6-13-6.B.(3).
 - Issue: This language could be read to mean that any two calls about the wrong subject. It is more equitably read as two calls for activities which result in convictions under the described conditions.
 - Clarifying Change: This language should be clarified such that it cannot be read to allow a bad neighbor to get a place shut down simply by making two calls.
- Penalties
 - Issue: Right now, the penalties for violating the STR license regulations are split among three different sections.
 - Clarifying Change: The penalties should be aggregated into one section.

Substantial Changes

- Conditional Use Permits
 - Short term rentals may be made a conditional use in all zoning districts
 - This would allow the City Council to review and impose conditions upon each new application to make a property a short-term rental property
 - This somewhat reduces the Council's discretion in granting such permits, but that may be retained on the licensure side
- Add a time limit for reapplication
 - The ordinance appears to suggest that the denial of a license application or renewal should be appealed, but the applicant can instead just reapply.
 - There is no minimum wait time for reapplication, so after a denial, the applicant can review the reason for the denial, address it, and immediately reapply.
 - Generally, the required wait time for reapplication is one year, but there are no statutory requirements for such wait times.
- License suspension or bond while challenges are pending
 - While matters are pending before a court, a licensee is not stopped from continuing to rent.
 - The Council could be allowed to suspend an STR license or require a bond from the owner, at the Council's discretion, while allegations of noncompliance are pending.
- Add CUP application to license requirements
 - To further tie the STRs to their status as a conditional use, issuance of an STR license could be based upon whether the applicant has submitted an application for a CUP or has been granted a CUP to run an STR on the application premises.
- Regular room tax reporting by property
 - The City likely cannot require marketplace providers to report income from individual properties.
 - The City already requires STR owners to maintain a ledger with rental information. The City does not require that information to be reported on a regular basis.
 - The City could require reports from STR owners based on the required ledgers instead of only requiring owners to share the reports upon request by the City.

STRs, Room Tax, and Zoning
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Please let me know what of the above items you would like to discuss further or build upon, if any, and we will arrange a time to do so.

Sincerely,
WEST & DUNN

Andrew J. Adams

cc: Sean Griffin (via email)

Sec. 6-13-1. - Definitions.

A. The following definitions apply unless specifically modified:

City clerk. The city clerk of the City of Two Rivers or their designee.

License. The short-term rental license issued after an application for a license is submitted and approved following the process in [section 6-13-2](#).

Owner. The person owning a short-term rental property.

Person shall include a corporation, firm, partnership, association, organization, limited liability company and any other group acting as a unit as well as individuals, including a personal representative, receiver or other representative appointed according to law. Whenever the word person is used in any section of this code prescribing a penalty or fine, as to partnerships, limited liability companies or associations, the word shall include the partners or members hereof, and as to corporations, shall include the officers, agents or shareholders thereof who are responsible for any violation of such section.

Property manager. An individual who is not the property owner and who is authorized to act as the agent of the property owner for the receipt of services, remedy of municipal ordinance violations, and for acceptance of service of process pursuant to this chapter.

Residential dwelling unit. Any building, structure, or part of a building or structure with living, cooking, sanitary, and bathroom facilities that is intended to be used as a home, residence or sleeping place by one or more persons related by blood, marriage or adoption or a group of not more than four persons who need not be related. Residential dwelling units include any residential dwelling, tourist rooming house licensed by Manitowoc County, seasonal employee housing and dormitory units.

Short-term rental. A residential dwelling unit that is offered for rent for a fee with a rental term of fewer than 30 consecutive days, as defined in Wis. Stats. § 66.0615(1)(dk).

State. The State of Wisconsin Department of Health or the Wisconsin Department of Agriculture, Trade and Consumer Protection or their designees.

([Ord. of 6-17-2022\(1\)](#), eff. 1-1-2023, § 1)

Sec. 6-13-2. - Application for a short-term rental license.

- A. No person shall maintain, manage or operate a short-term rental more than ten nights a year without a license issued by the City of Two Rivers pursuant to this section.
- B. Applications for a license shall follow the following procedures:
- (1) All applications for a license shall be filed with the city clerk on forms provided. Applications must be signed by the property owner and, if applicable, the authorized property manager(s). The property owner's contact information including mailing address, physical address, email address and 24-hour phone number shall be provided. No license shall be issued unless the completed application is accompanied by payment of the required fee.
 - (2) Upon receipt of each application, the applicant shall undergo a criminal records inspection and background check by the chief of police or their designee and the chief of police shall make and complete an investigation of the statements made in such registration, and may refuse to approve the application if:
 - (a) There are any material omission or materially inaccurate statements; or
 - (b) Repeated complaints of a material nature have been received against the applicant by authorities in the last cities, villages and towns in which the applicant or the property manager conducted similar business; or
 - (c) The applicant or designated property manager have criminal convictions that are materially related to the services being provided.
 - (d) The applicant failed to comply with any applicable provision of the application process as state herein.
- C. No license may be issued unless the completed application is accompanied by payment of the required fee. Fees shall be as set forth in [section 1-2-1](#).
- D. The city clerk shall issue a license to applicants following payment of the required fee, satisfactory completion of the investigation by the chief of police, and receipt of all completed documentation and information requested in the application. If the city clerk shall determine if the application meets the requirements of this ordinance, the city clerk may approve the application. If the city clerk determines that the application does not meet the requirements of this section, the city clerk may deny the application.
- E. Licenses will only be issued if the applicant provides a copy of a completed Manitowoc County Tourist Rooming House License with a copy of the property inspection report dated within one year of the date of filing the application with the city clerk.

([Ord. of 6-17-2022\(1\)](#), eff. 1-1-2023, § 1; [Ord. No. 2023-017](#), § 7, 1-16-2023)

Sec. 6-13-3. - Property manager.

- A. *Property manager.* No person may act as a property manager for a short-term rental without authorization from the property owner and contact information on file in accordance with this section.
- B. *Property manager qualifications.* The property manager, as the authorized agent, shall be accessible 24 hours a day by phone or in person in the event of an emergency at the property the manager is responsible for.
- C. Each property manager shall be authorized by the property owner to act as the agent for the owner to provide or facilitate services to the short-term rental property, in the event of an emergency, for the receipt of notice of ordinance violation(s), accept service of process, and shall be authorized by the owner to allow city employees, officers, and their designees, to enter the owner's property for purposes of inspection and enforcement of this ordinance and/or any other city ordinance.

(Ord. of 6-17-2022(1), eff. 1-1-2023, § 1)

Sec. 6-13-4. - License renewal.

- A. The license shall be effective for one year and may be renewed for additional one-year periods. The annual license term is from January 1 to December 31 of each year. A fully completed renewal application and renewal fee must be filed with the city clerk by December 1 of each year if the short-term rental will be continued. The renewal application shall contain any updated information since the filing of the original application. Licenses shall lapse upon a change in ownership.
- B. No license shall be renewed if the applicant or property has outstanding fees, taxes or forfeitures owed to the city unless arrangements for payment have been approved by the city clerk. Also, the license shall not be renewed if the applicant or property is under an order issued by the building inspector or zoning administrator to bring the premises into compliance with city ordinances.
- C. A license may be suspended, revoked, or not renewed following a due process hearing of the city council if the council determines that the licensee:
 - (a) fails to comply with any of the requirements of this section;
 - (b) owner(s) or renter(s) have been convicted of engaging in illegal activity while on the licensed premises on two or more separate occasions within the past 12 months; or
 - (c) has outstanding fees, taxes, or forfeitures owed to the city.

(Ord. of 6-17-2022(1), eff. 1-1-2023, § 1)

Sec. 6-13-5. - Standards for short-term rentals.

- A. Each short-term rental shall comply with all of the following:
 - (1) The noise levels shall comply section 9-2-5.
 - (2) Signage advertising the short-term rental is not permitted. Off-site advertising in media channels relating to the availability of the rental may take place only after the city and county licenses have been obtained.
 - (3) No recreational vehicles (RVs), campers, tents, or other temporary lodging arrangements shall be permitted on any residential dwelling unit site as a means of providing additional accommodations for paying guests or other invitees.
 - (4) Activities at the premises shall not become a public nuisance. All activities conducted shall comply with chapter 9-6.
 - (5) All short-term rentals shall be subject to payment of the City of Two Rivers room tax at the applicable rate. Property owners or property managers holding the license are responsible for complying with all room tax requirements as set forth in chapter 6-11.
 - (6) The provisions of title 9, article 9 of the city's ordinances, regarding sexual offender residency restrictions, including but not limited to sections 9-9-3.A. and 9-9-3.C., shall apply to all short-term rentals and compliance with those provisions is required.
 - (7) Compliance with all applicable state, county, and local codes, laws and regulations is required.
 - (8) All short-term rentals shall display proof of a current inspection by the Manitowoc County Health Department and contact information for the Two Rivers Police Department (non-emergency), fire department, property owner or property manager.
 - (9) Each short-term rental shall maintain a guest register for two years. The register shall contain the full name and current address of any person renting the property, the time of rental, and the monetary amount or consideration paid. A copy of the register shall be available if requested by the city. The required room tax payments shall be filed as required by chapter 6-11.
 - (10) Vehicle parking shall be on a paved or gravel surface in accord with chapter 8-2.
 - (11) Each short-term rental unit shall have a minimum of one, off-street parking space with the exception of the downtown area in accord with section 10-1-14.A.(2)(c) off-street parking and loading requirements.
 - (12) A safe, unobstructed means of egress from the dwelling leading to safe, open space at ground level shall be provided.
 - (13) Shall have functional smoke detectors and carbon monoxide detectors in accordance with the requirements of Chapter SPS 321 of the Wisconsin Administrative Code.
 - (14)

Shall not have an accessible wood burning fireplace unless the property owner provides a certificate from a properly licensed inspector, 30 days prior to submission of the license application or renewal, certifying that the fireplace and chimney have been inspected and comply with the National Fire Prevention Association Fire Code Chapter 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances.

- (15) Shall not have a hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking or any other purpose on any balcony, deck or under any overhanging structure or within ten feet of any structure.
- (16) Outdoor cooking and heating devices shall be used in accordance with [section 3-1-3](#).
- (17) All property owners shall carry casualty and liability insurance issued by an insurance company authorized to do business in this state by the Wisconsin Office of the Commissioner of Insurance, with liability limits of not less than \$300,000.00 per individual occurrence and not less than \$1,000,000.00 in the aggregate.

[\(Ord. of 6-17-2022\(1\)](#), eff. 1-1-2023, § 1)

Sec. 6-13-6. - Appeals.

- A. The denial of any license application or renewal under this section may be appealed by filing a written appeal request with the city clerk within ten days of the city's notice of denial. The appeal shall be heard by the city council. The city council shall consider the application or renewal and recommendations and may approve or deny the application or renewal.
- B. A license may be revoked by the city council for one or more of the following reasons:
 - (1) Failure to make payment on taxes or debt owed to the city.
 - (2) Failure to make payment on any City of Two Rivers room tax.
 - (3) Two or more calls in any 12-month period for police department services that relate to criminal or nuisance activities at the short-term rental, fire department services that relate to criminal or nuisance activities at the short-term rental, building code violations, nuisance activities or other ordinance violations as defined in [chapter 9-6](#).
 - (4) Failure to comply with city building inspection requirements that may occur on an as needed basis.
 - (5) Failure to maintain all required local, county, and state licensing requirements.
 - (6) Failure to comply with any applicable zoning regulations as described in [chapter 6-10](#).
 - (7) Any violation of local, county or state laws that harm or adversely impact the predominantly residential uses and nature of the property or of the surrounding neighborhood.

[\(Ord. of 6-17-2022\(1\)](#), eff. 1-1-2023, § 1)

Sec. 6-13-7. - Penalties.

- A. Any person that violates any provisions of this section shall be subject to license revocation. Appeals shall be handled by the process identified per [section 6-13-6](#).
- B. Any person who violates any provision of this chapter or any other order or regulation issued hereunder shall be subject to a penalty as provided in [section 1-1-5](#) of this Code.

[\(Ord. of 6-17-2022\(1\)](#), eff. 1-1-2023, § 1)