



# CITY COUNCIL MEETING

Monday, March 21, 2022 at 6:00 PM

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

---

## AGENDA

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

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE LEAD BY HARPER WACHOWSKI**

(City will be inviting a local elementary or pre-school student to lead the Pledge of Allegiance once monthly)

**3. ROLL CALL BY CITY CLERK**

Councilmembers: Mark Bittner, Jeff Dahlke, Tracey Koach, Bill LeClair, Darla LeClair, Jay Remiker, Bonnie Shimulunas, Larry Thomas, Adam Wachowski

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

**5. PUBLIC HEARING**

A. Public Hearing on Zoning Code Ordinance Change to Planned Unit Development (PUD) for the Construction of Multi-Family Residential Development at 3000 Forest Avenue

Recommended Action:

Motion to waive reading and adopt the ordinance

**6. INPUT FROM THE PUBLIC**

**7. COUNCIL COMMUNICATIONS**

Letters and other communications from citizens

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

**9. CITY MANAGER'S REPORT**

**A. Invited Guests**

1. Two Rivers Business Association - Central Park West Donation
2. Two Rivers School District Facility Assessment and Survey on Community Input From All Stakeholders

**B. Status Update/Reports**

1. Sale of 606 Parkway Boulevard, Former Paragon Property
2. Sandy Bay Highlands Home Construction
3. Pine Tree Lift Station Project
4. Winter Parking Ban Has Ended
5. Personnel Updates ;

- Heather Ihlenfeldt has accepted the position of Senior Center Supervisor and will begin on Monday, April 25th
- Certified Water Operator and Water Distribution Foreman/Operator Vacancy– Interviews have been completed and an offer will be made to a candidate in the next few weeks
- Parks & Recreation Director – Initial interviews are scheduled for March 18 and March 21
- 6. Central Park West 365 Update
- 7. In Person Absentee Voting for the April 5, 2022 Spring Election will begin March 22 through April 2 between the hours of 8:00 AM - 4:30 PM at City Hall
- 8. Upcoming Events:
  - a. Two Rivers Rotary Annual Dinner and Auction, April 2, 2022, to Benefit Central Park West 365
  - b. Rockin' for the Park, Dinner, Auction, and Music, April 21, 2022, to Benefit Central Park West 365
  - c. Two Rivers Water & Light Department Sponsors Two \$500 Scholarships, Deadline for Application is April 1, 2022
  - d. Two Rivers Kids' Run, 10-Mile Run/Walk, March 26 & 27, 2022, Two Rivers High School
- 9. Other

**C. Legislative Update**

- 1. Law Enforcement Grants to Local Agencies Announced by Governor Evers
- 2. Conclusion of Recent Legislative Session in Madison
- 3. Funding for Determination of Federal Interest in Two Rivers Harbor Study
- 4. Confirmation of State Safe Drinking Water Funding for 2022 Lead Service Lateral Replacement
- 5. Other

**10. CONSENT AGENDA**

**A.** Presentation of Minutes

- 1. Regular City Council - March 7, 2022 and Special City Council - March 15, 2022
- Recommended Action:  
Motion to waive reading and adopt the minutes

**B.** Minutes of Meetings

- 1. Committee on Aging, February 7, 2022
- 2. Lester Public Library, February 8, 2022
- 3. Advisory Recreation Board, February 8, 2022
- 4. Community Development Authority/Business and Industrial Development and Committee, March 1, 2022
- 5. Plan Commission, March 14, 2022
- 6. Architectural Control Committee, March 14, 2022
- Recommended Action:  
Motion to receive and file

**C.** Department Reports March, 2022

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

11. Water

Recommended Action:

Motion to receive and file

**D.** Applications and Petitions

1. Application for Temporary Class "B"/"Class B" Retailer's License for Heart-A-Rama, for the period of April 28-30, 2022 at J.E. Hamilton Community House, 1710 W. Park Street

2. Application for Temporary Class "B"/"Class B" Retailer's License for Heart-A-Rama, for the period of May 5-7, 2022 at J.E. Hamilton Community House, 1710 W. Park Street

Recommended Action:

Motion to approve the application and authorize issuance of the licenses

**E.** Zoning Change From B-1 Business District to R-3 Single and Double Family Residence District for 2910 Lincoln Avenue

Recommended Action:

Motion to schedule public hearing for April 4, 2022 at 6:00 PM, as recommended by the Plan Commission meeting on March 14, 2022

**F.** Ordinance to Amend the Side Yard Requirements in Residential Zoning Districts

Recommended Action:

Motion to schedule public hearing for April 4, 2022 at 6:00 PM, as recommended by the Plan Commission meeting on March 14, 2022

**RECOMMENDED ACTION FOR CONSENT AGENDA**

**Motion to approve the Consent Agenda with the various actions recommended**

**11. CITY COUNCIL - FORMAL ITEMS**

**A.** TID 15 Cash Grant and Developer's Performance Agreement with 3000 Forest Avenue, LLC, Providing for Cash Grant Assistance to Redevelopment Project

Recommended Action:

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

**B.** Authorize Contract for Completion of Design Services and Bid Documents, Central Park West 365 Project

Recommended Action:

Motion to authorize the City Manager to execute the design services contract with Parkitecture + Planning, with services to be billed on a time and materials basis, total cost not to exceed \$78,120

**C.** Ordinance to Amend Municipal Code Sections 6-4-4 Entitled Applicants for Registration Fees and 6-4-9 Entitled Vendors From Special Vehicles Regarding Direct Sellers

Recommended Action:

Motion to waive reading and adopt the ordinance

**D.** Discussion of Ordinance Related to Non-Vehicular Travel, such as E-bikes, Motorized Gas-Powered Bikes, and Various Types of Scooters; Citizens and staff of the City of Two Rivers have Recognized a Gap in Regulation and Enforcement of Issues Relating to These New Devices

Recommended Action:

Motion to place on April 4, 2022 City Council agenda for action

**E.** Discussion of Ordinance to Amend Municipal Code Section 1-2-1 Entitled "License, Permit and Other Fees Established" Associated with Direct Sellers, Taxi and Taxi Driver Fees

Recommended Action:

Motion to place on April 4, 2022 City Council agenda for action

**12. FOR INFORMATION ONLY**

- A. City Council Work Session, Monday, March 28, 2022, 6:00 PM
- B. City Council Regular Meeting, Monday, April 4, 2022, 6:00 PM
- C. In-Person Absentee Voting for the Spring 2022 Election will be held Monday-Friday March 22-April 1 at the Customer Service Window at City Hall from 8:00 AM to 4:30 PM
- D. Spring Election, April 5, 2022, 7:00 AM - 8:00 PM, to find your polling place go to myvote.wi.gov or call City Clerk's Office at 920-793-5526

**13. CLOSED SESSION**

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

- Discuss Possible Tax Incremental Financing Grant to Assist Redevelopment Project on the City-Owned Former Eggers East Plant Site
- Discuss Terms of TID 15 Cash Grant and Developer's Performance Agreement Listed as Agenda Item 11A (If Closed Session Discussion is Needed)

**14. RECONVENE IN OPEN SESSION**

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

- Possible Action on TID 15 Cash Grant and Performance Agreement with 3000 Forest Avenue, LLC

**15. ADJOURNMENT**

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

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

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



ORDINANCE

**AN ORDINANCE** to amend the District Map of the City of Two Rivers, Wisconsin, made part of Section 10-1-3(a)(1) of the Municipal Code:

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That the District Map of the City of Two Rivers, Wisconsin, made a part of Section 10-1-3(a)(1) of the Municipal Code be and the same is hereby amended in the following respects:

Lot 2 of a Certified Survey Map, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 35, and a part of the Southwest 1/4 of the Northwest 1/4 of Section 36, all in Township 20 North, Range 24 East, City of Two Rivers, Manitowoc County, Wisconsin, recorded in Volume 34 of Certified Survey Maps, Page 29 as Document 1205867

is hereby zoned Planned Unit Development (PUD).

The above-described property contains approximately 4.429 acres of land.

**SECTION 2.** This ordinance shall take effect and be in force from and after its date of passage and publication.

Dated this 21st day of March 2022.

\_\_\_\_\_  
Adam Wachowski  
President, City Council

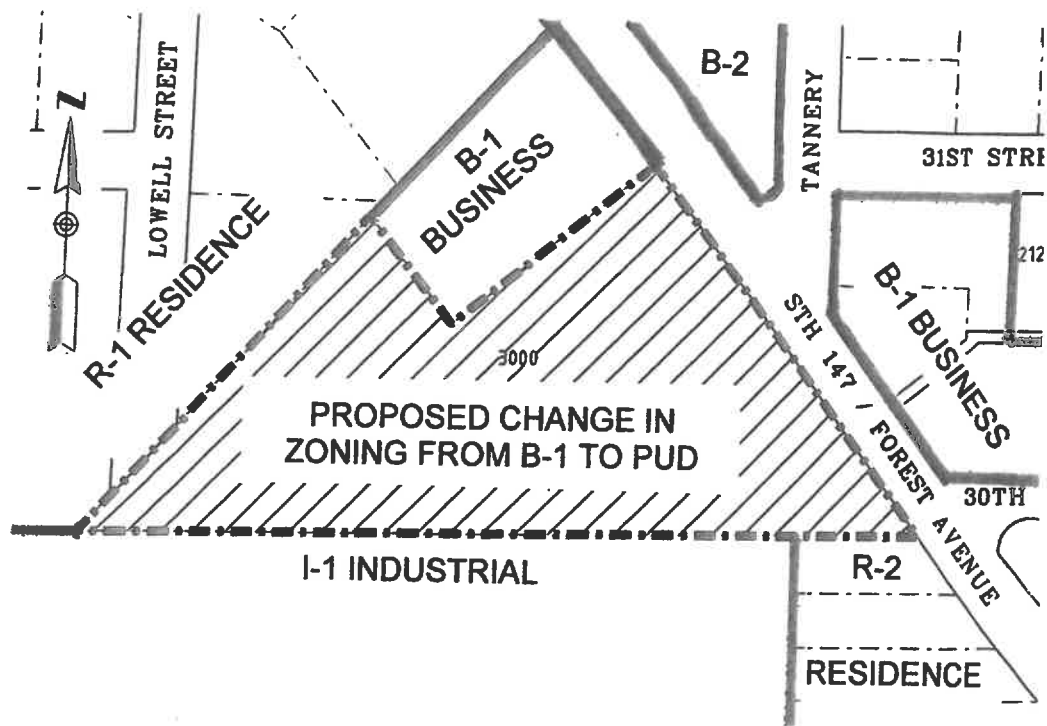
\_\_\_\_\_  
Gregory E. Buckley  
City Manager

Attest:

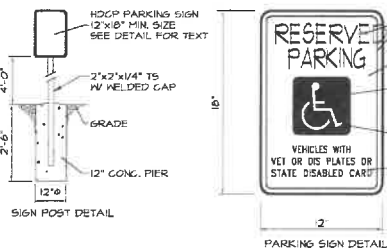
\_\_\_\_\_  
Jamie Jackson  
City Clerk

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney



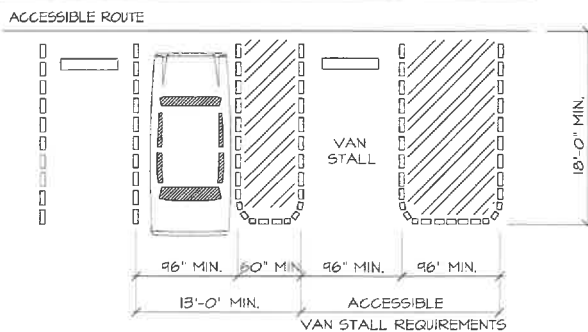
PROPOSED PLANNED UNIT DEVELOPMENT FOR:  
3,000 FOREST AVE LLC  
3,000 FOREST AVENUE  
TWO RIVERS, WISCONSIN



HNDOP PARKING SIGN DETAILS  
NOT TO SCALE



IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO INSTALL (WHERE SHOWN HEREON) BARRIER FREE PARKING SIGNS IN CONFORMITY TO WISCONSIN ADMINISTRATIVE CODE - TRANS 1200.07



PARKING SPACE DIMENSIONS  
N.T.S.

NOTE: IF ONLY ONE ACCESSIBLE STALL IS REQUIRED THAT STALL MUST BE VAN ACCESSIBLE

4.7.1 ISLANDS. ANY RAISED ISLANDS IN CROSSINGS SHALL BE CUT THROUGH LEVEL WITH THE STREET OR HAVE CURB RAMPS AT BOTH SIDES AND A LEVEL AREA AT LEAST 40' LONG BETWEEN THE CURB RAMPS IN THE PART OF THE ISLAND INTERSECTED BY THE CROSSINGS.

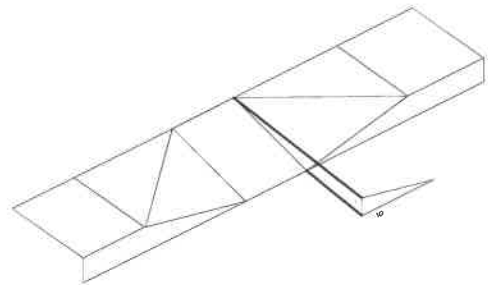
4.8 RAMPS

4.8.1 GENERAL. ANY PART OF AN ACCESSIBLE ROUTE WITH A SLOPE GREATER THAN 1:20 SHALL BE CONSIDERED A RAMP AND SHALL COMPLY WITH 4.8.

4.8.2 SLOPE AND RISE. THE LEAST POSSIBLE SLOPE SHALL BE USED FOR ANY RAMP. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION SHALL BE 1:12. THE MAXIMUM RISE FOR ANY RUN SHALL BE 30". CURB RAMPS AND RAMPS TO BE CONSTRUCTED ON EXISTING BUILDINGS OR FACILITIES MAY HAVE SLOPES AND RISES AS ALLOWED IN 4.8.2(2) IF SPACE LIMITATIONS PROHIBIT THE USE OF A 1:12 SLOPE OR LESS.

SIDEWALK RAMP  
N.T.S.

PROJECT LOCATION



RECEIVED  
JAN 31 2022

CODE ANALYSIS

USE AND OCCUPANCY  
R-2 APARTMENTS  
FULLY SPRINKLERED

TYPE OF CONSTRUCTION:  
TYPE VB - WOOD FRAME UN-PROTECTED

ALLOWABLE AREA PER FLOOR  
12,000 S.F. PER TABLE 506.2

BUILDING AREA (PER BUILDING)  
FIRST FLOOR AREA 10,201 S.F.  
SECOND FLOOR AREA 10,201 S.F.  
TOTAL FLOOR AREA 20,402 S.F.

FIRE PROTECTION SYSTEM:  
R-2 APARTMENTS TO BE FULLY SPRINKLERED PER NFPA-13R

SANITARY FIXTURE REQUIREMENTS:  
MIN. (1) PRIVATE REST ROOM REQUIRED PER APARTMENT  
(1) SERVICE SINK PROVIDED IN EQUIPMENT ROOM

FIRE FIGHTING APPARATUS  
THE BUILDING IS LIMITED IN AREA  
THE FIRE LANE IS UNOBSTRUCTED  
THE FIRE LANE IS WITHIN 150' OF ALL PARTS OF THE EXTERIOR WALL  
WITH A MIN. UNOBSTRUCTED HEIGHT OF 17'-0"  
THE BUILDING IS 26'-0" TALL

CONTROL AREAS  
NO HAZARDOUS MATERIALS WILL BE STORED WITHIN THIS BUILDING  
PER TABLES 307.1(1) AND 307.1 (2)

PROJECT: MULTI-FAMILY RESIDENTIAL DEVELOPMENT  
ADDRESS: 3000 FOREST AVENUE  
TWO RIVERS, WI 54241  
USE: R-2 RESIDENTIAL  
OWNER: 3000 FOREST AVE LLC  
12282 NORTHMONT DRIVE  
GREENVILLE, WI 54942  
CONTACT: TIM SCHAEFER  
PHONE 426-471-3542  
DESIGNERS OF RECORD:  
ARCHITECT: DANIEL J. MEISSNER AIA, LLC  
230 E. CALUMET STREET  
APPLETON, WI 54911  
P/1201 428-0982  
CONTACT: EDWARD FISHER (CONSULTANT)  
P/1201 680-4060

DRAWING INDEX

- CS COVER SHEET & PROJECT INFO
- C1.0 OVERALL EXISTING SITE PLAN
- C1.1 PROPOSED SITE PLAN
- C1.2 UTILITIES & GRADING PLAN
- L1.1 LANDSCAPE & LIGHTING PLAN
- A1.1 FIRST FLOOR PLAN
- A1.2 SECOND FLOOR PLAN
- A2.1 BUILDING ELEVATIONS
- A2.1C COLORED BUILDING ELEVATIONS

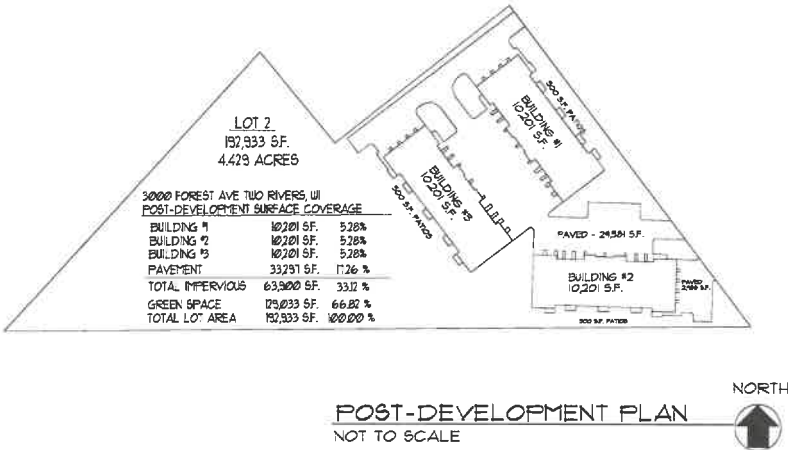
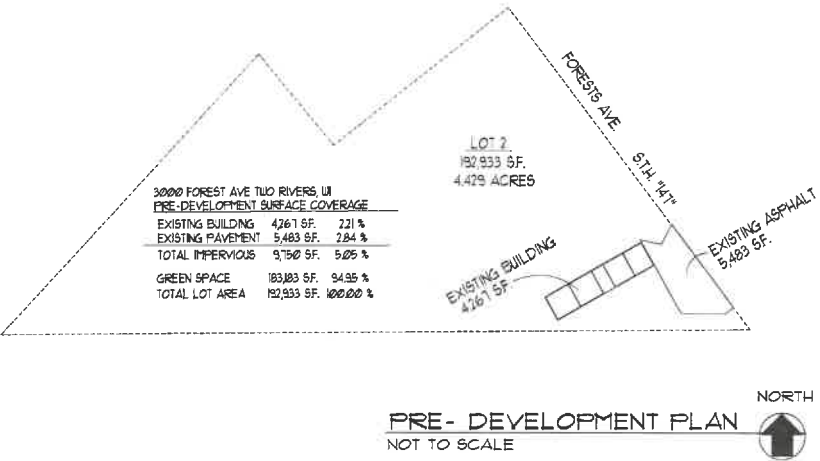
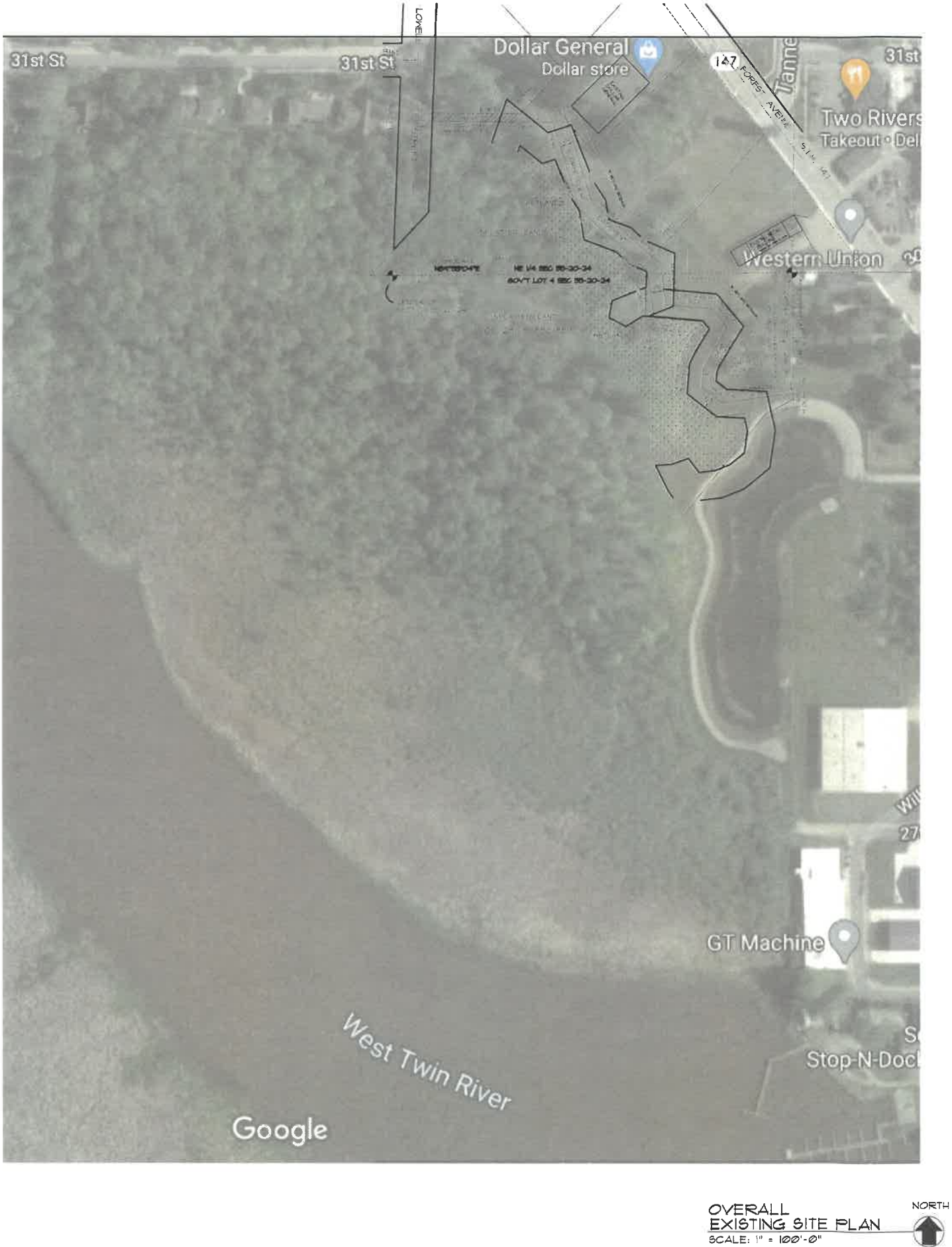
SUBMITTED TO PLAN COMMISSION 1/31/22  
RE-SUBMITTED FOR P.U.D. APPROVAL 1/03/22  
SUBMITTED FOR P.U.D. APPROVAL 12/27/21  
SUBMITTED TO PLAN COMMISSION 7/12/21

Architect:  
**Daniel J. Meissner**  
**AIA, LLC**  
1230 E. Calumet Street Appleton, WI  
920.428.0982

PROPOSED PLANNED UNIT DEVELOPMENT (P.U.D.):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE 12/27/21  
SHEET  
CS  
PROJECT NUMBER 21219

PRELIMINARY - NOT FOR CONSTRUCTION



PRELIMINARY - NOT FOR CONSTRUCTION

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

Architect:  
**Daniel J. Meissner**  
**AIA, LLC**  
1230 E. Calumet Street  
Appleton, WI  
920.428.0982

Design Associate:  
**Concept One Design & Development**  
935 E. 434th Ave  
Green Bay, Wisconsin  
(920) 688-1060  
info@conceptone.com

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

|                         |
|-------------------------|
| DATE<br>12/27/21        |
| SHEET<br><b>C1.0</b>    |
| PROJECT NUMBER<br>21219 |





OVERALL  
PROPOSED SITE PLAN  
SCALE: 1" = 100'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED PLANNED UNIT DEVELOPMENT (PUD) A  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

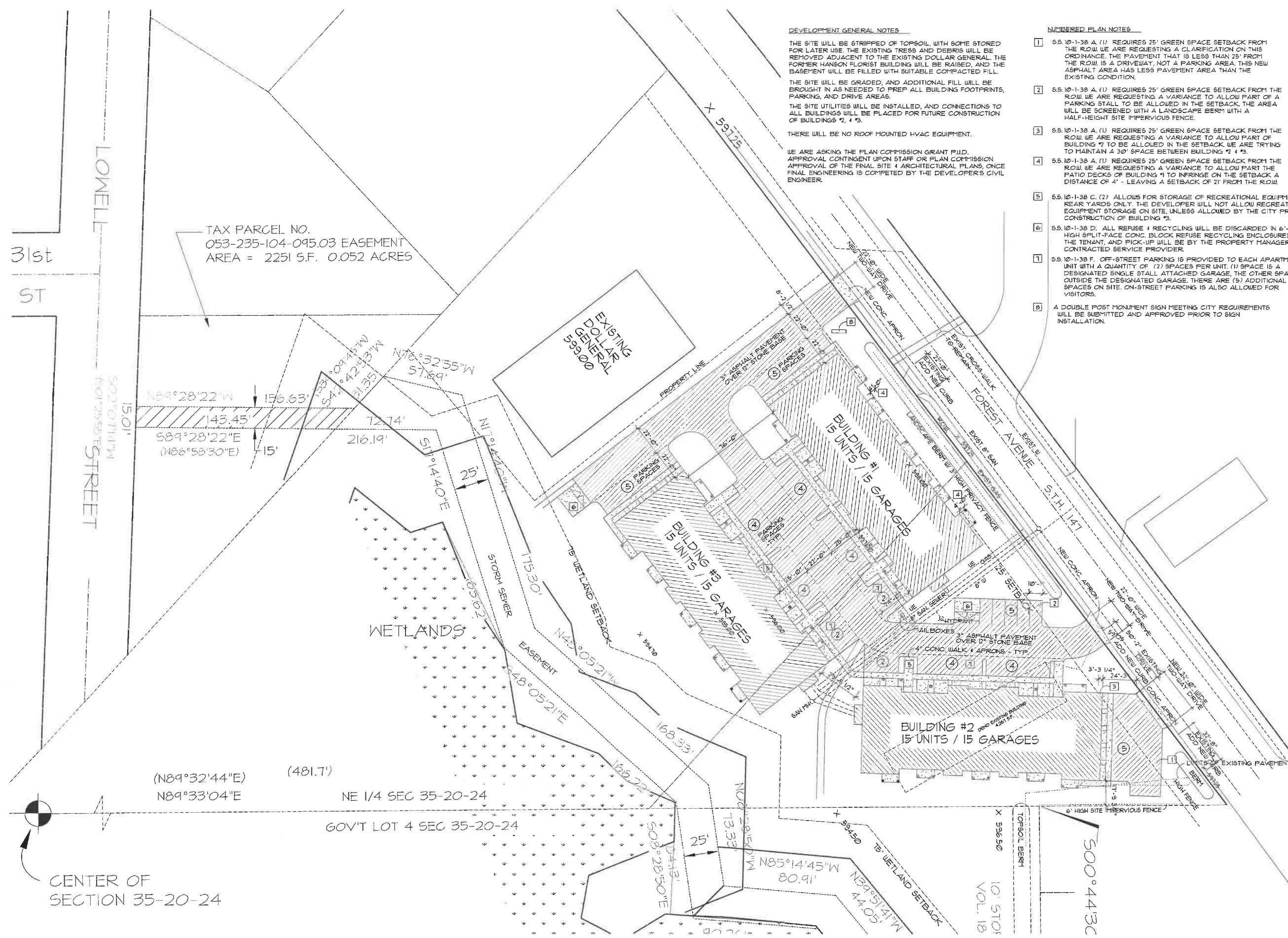
DATE  
7/12/21  
SHEET  
C1.01  
PROJECT NUMBER  
21219

Architect:  
**Daniel J. Meissner**  
AIA, LLC  
1230 E. Calumet Street Appleton, WI  
920.428.0982

Design Associate:  
  
325 E. KALB AVE  
GREEN BAY, WISCONSIN  
(920) 880-4080  
ellen@onedesignconcept.com

**One Design & Development**

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |



**DEVELOPMENT GENERAL NOTES**

THE SITE WILL BE STRIPPED OF TOPSOIL, WITH SOME STORED FOR LATER USE. THE EXISTING TREES AND DEBRIS WILL BE REMOVED ADJACENT TO THE EXISTING DOLLAR GENERAL. THE FORMER HANSON FLORIST BUILDING WILL BE RAISED, AND THE BASEMENT WILL BE FILLED WITH SUITABLE COMPACTED FILL. THE SITE WILL BE GRADED, AND ADDITIONAL FILL WILL BE BROUGHT IN AS NEEDED TO PREP ALL BUILDING FOOTPRINTS, PARKING, AND DRIVE AREAS. THE SITE UTILITIES WILL BE INSTALLED, AND CONNECTIONS TO ALL BUILDINGS WILL BE PLACED FOR FUTURE CONSTRUCTION OF BUILDINGS #2, 4 & 5.

THERE WILL BE NO ROOF MOUNTED HVAC EQUIPMENT.

WE ARE ASKING THE PLAN COMMISSION GRANT PUD, APPROVAL CONTINGENT UPON STAFF OR PLAN COMMISSION APPROVAL OF THE FINAL SITE & ARCHITECTURAL PLANS, ONCE FINAL ENGINEERING IS COMPLETED BY THE DEVELOPER'S CIVIL ENGINEER.

- NUMBERED PLAN NOTES**
- 5.5.10-1-30 A. (1) REQUIRES 25' GREEN SPACE SETBACK FROM THE ROW. WE ARE REQUESTING A CLARIFICATION ON THIS ORDINANCE. THE PAVEMENT THAT IS LESS THAN 25' FROM THE ROW, IS A DRIVEWAY, NOT A PARKING AREA. THIS NEW ASPHALT AREA HAS LESS PAVEMENT AREA THAN THE EXISTING CONDITION.
  - 5.5.10-1-30 A. (1) REQUIRES 25' GREEN SPACE SETBACK FROM THE ROW. WE ARE REQUESTING A VARIANCE TO ALLOW PART OF A PARKING STALL TO BE ALLOWED IN THE SETBACK. THE AREA WILL BE SCREENED WITH A LANDSCAPE BERM WITH A HALF-HEIGHT SITE IMPERVIOUS FENCE.
  - 5.5.10-1-30 A. (1) REQUIRES 25' GREEN SPACE SETBACK FROM THE ROW. WE ARE REQUESTING A VARIANCE TO ALLOW PART OF BUILDING #2 TO BE ALLOWED IN THE SETBACK. WE ARE TRYING TO MAINTAIN A 30' SPACE BETWEEN BUILDING #2 & #3.
  - 5.5.10-1-30 A. (1) REQUIRES 25' GREEN SPACE SETBACK FROM THE ROW. WE ARE REQUESTING A VARIANCE TO ALLOW PART THE PATIO DECKS OF BUILDING #1 TO INFRINGE ON THE SETBACK A DISTANCE OF 4' - LEAVING A SETBACK OF 21' FROM THE ROW.
  - 5.5.10-1-30 C. (2) ALLOWS FOR STORAGE OF RECREATIONAL EQUIPMENT IN REAR YARDS ONLY. THE DEVELOPER WILL NOT ALLOW RECREATIONAL EQUIPMENT STORAGE ON SITE, UNLESS ALLOWED BY THE CITY PRIOR TO CONSTRUCTION OF BUILDING #3.
  - 5.5.10-1-30 D. ALL REFUSE & RECYCLING WILL BE DISCARDED IN 6'-0" HIGH SPLIT-FACE CONC. BLOCK REFUSE RECYCLING ENCLOSURES BY THE TENANT, AND PICK-UP WILL BE BY THE PROPERTY MANAGER'S CONTRACTED SERVICE PROVIDER.
  - 5.5.10-1-30 F. OFF-STREET PARKING IS PROVIDED TO EACH APARTMENT UNIT WITH A QUANTITY OF (2) SPACES PER UNIT. (1) SPACE IS A DESIGNATED SINGLE STALL ATTACHED GARAGE. THE OTHER SPACE IS OUTSIDE THE DESIGNATED GARAGE. THERE ARE (5) ADDITIONAL SPACES ON SITE. ON-STREET PARKING IS ALSO ALLOWED FOR VISITORS.
  - A DOUBLE POST MONUMENT SIGN MEETING CITY REQUIREMENTS WILL BE SUBMITTED AND APPROVED PRIOR TO SIGN INSTALLATION.

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED SITE PLAN  
SCALE: 1" = 30'-0"

| REV. | NO. | DATE | DESCRIPTION |
|------|-----|------|-------------|
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |

Design Associate:

**One Concept**

325 E. KALE AVE.  
GREEN BAY, WISCONSIN  
ef@oneconcept.com

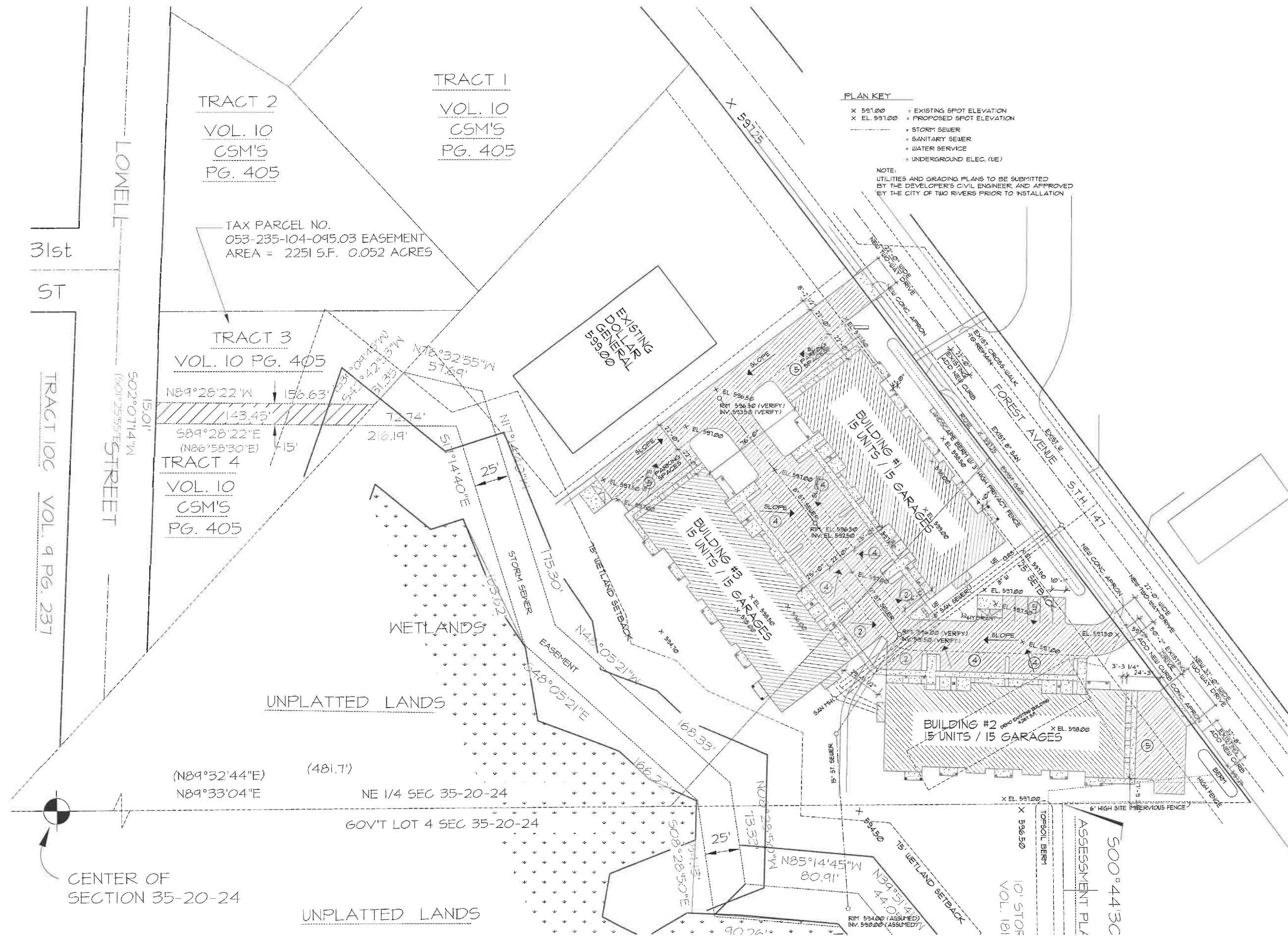
Architect:

**Daniel J. Meissner**  
AIA, LLC

1230 E. Calumet Street Appleton, WI  
920.428.0982

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
1/06/22  
SHEET  
C1.1  
PROJECT NUMBER  
21219



PRELIMINARY - NOT FOR CONSTRUCTION

UTILITIES & GRADING PLAN  
SCALE: 1" = 30'-0"

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

Design Associate:  
**One Concept**  
322 E. WALSH AVE.  
GREENSBORO, NC 27407  
(919) 884-4000  
oneconcept@gmail.com

Architect:  
**Daniel J. Meissner**  
**AIA, LLC**  
1230 E. Calumet Street  
Appleton, WI  
920.428.0982

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
10/6/22  
SHEET  
**C1.2**  
PROJECT NUMBER  
21219



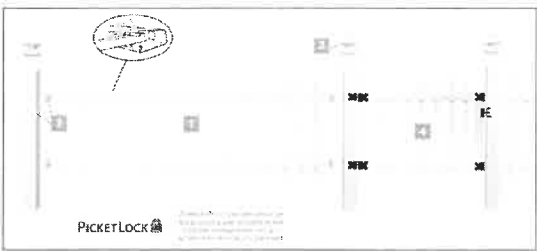
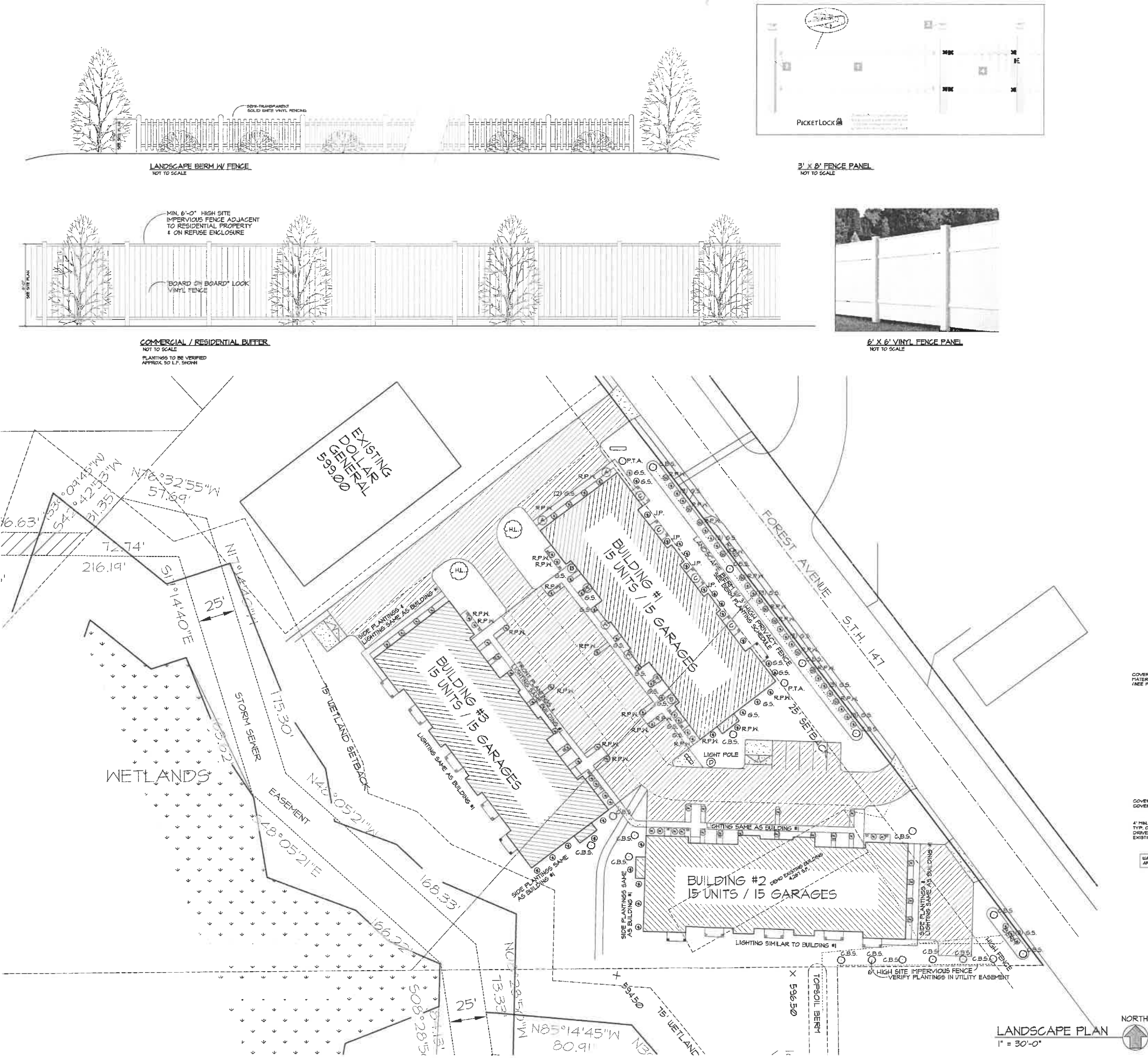
| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

Design Associate:  
**Daniel J. Meissner**  
AIA, LLC  
1230 E. Calumet Street Appleton, WI  
920.428.0582

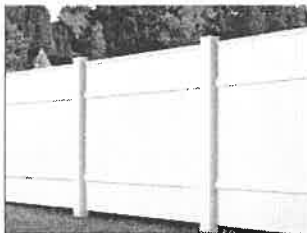
Architect:  
**Daniel J. Meissner**  
AIA, LLC  
1230 E. Calumet Street Appleton, WI  
920.428.0582

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
1/06/22  
SHEET  
L1.1  
PROJECT NUMBER  
21219



3' X 6' FENCE PANEL  
NOT TO SCALE



6' X 6' VINYL FENCE PANEL  
NOT TO SCALE

| LIGHTING SCHEDULE |                       |  |
|-------------------|-----------------------|--|
| MARK              | DESCRIPTION           | REMARKS                                      |
| (A)               | HALL PACK             | SIDES & TOP SHIELDED (AT GARAGES)            |
| (B)               | SOFFITLIGHT           | SIDES & TOP SHIELDED (AT ENTRANCE SOFFIT)    |
| (C)               | HALL PACK             | SIDES & TOP SHIELDED (AT PATIO, BOTH FLOORS) |
| (D)               | DIRECTIONAL LITE POLE | -  |

PHOTOMETRIC PLAN & LIGHTING SPECIFICATIONS TO BE SUBMITTED AND APPROVED BY THE CITY OF TWO RIVERS PRIOR TO CONSTRUCTION

| LANDSCAPE SHRUB SCHEDULE |              |      |          |      |         |
|--------------------------|--------------|------|----------|------|---------|
| DESCRIPTION              | ABBREVIATION | QTY. | SIZE     | PTS. | REMARKS |
| SOLIDPLANE SPIREA        | S.S.         |      | 18" MIN. |      |         |
| JACKMAN POTENTILLA       | J.P.         |      | 18" MIN. |      |         |
| RED PRINCE VIBURNUM      | R.P.V.       |      | 24" MIN. |      |         |
| PYRAMIDAL JUNIPER        | P.J.         |      | 5' MIN.  |      |         |

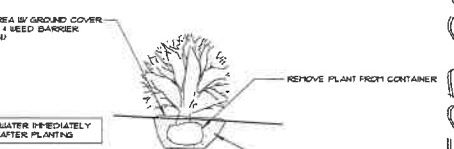
VERIFY QUANTITY OF SHRUBS W/ LANDSCAPE PLAN AS APPROVED BY THE CITY OF TWO RIVERS PRIOR TO CONSTRUCTION

| LANDSCAPE TREE SCHEDULE |              |      |             |      |         |
|-------------------------|--------------|------|-------------|------|---------|
| DESCRIPTION             | ABBREVIATION | QTY. | SIZE        | PTS. | REMARKS |
| HONEY LOCUST            | H.L.         |      | 2 1/2" DIA. |      |         |
| COLORADO BLUE SPRUCE    | C.B.S.       |      | 1 1/2" DIA. |      |         |

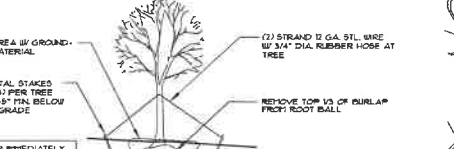
VERIFY QUANTITY OF TREES W/ LANDSCAPE PLAN AS APPROVED BY THE CITY OF TWO RIVERS PRIOR TO CONSTRUCTION

NOTE:  
FINAL LANDSCAPE & LIGHTING PLANS TO BE SUBMITTED BY THE DEVELOPER AND APPROVED BY THE CITY OF TWO RIVERS PRIOR TO CONSTRUCTION START

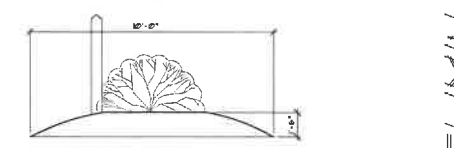
SEED MIX:  
20% NEW GLADE KENTUCKY BLUEGRASS  
20% ASPEN KENTUCKY BLUEGRASS  
20% BLUE MOON KENTUCKY BLUEGRASS  
15% BLUE CHIP KENTUCKY BLUEGRASS  
5% STATESMAN PERENNIAL RYE GRASS



SHRUB/TREE PLANTING DETAIL



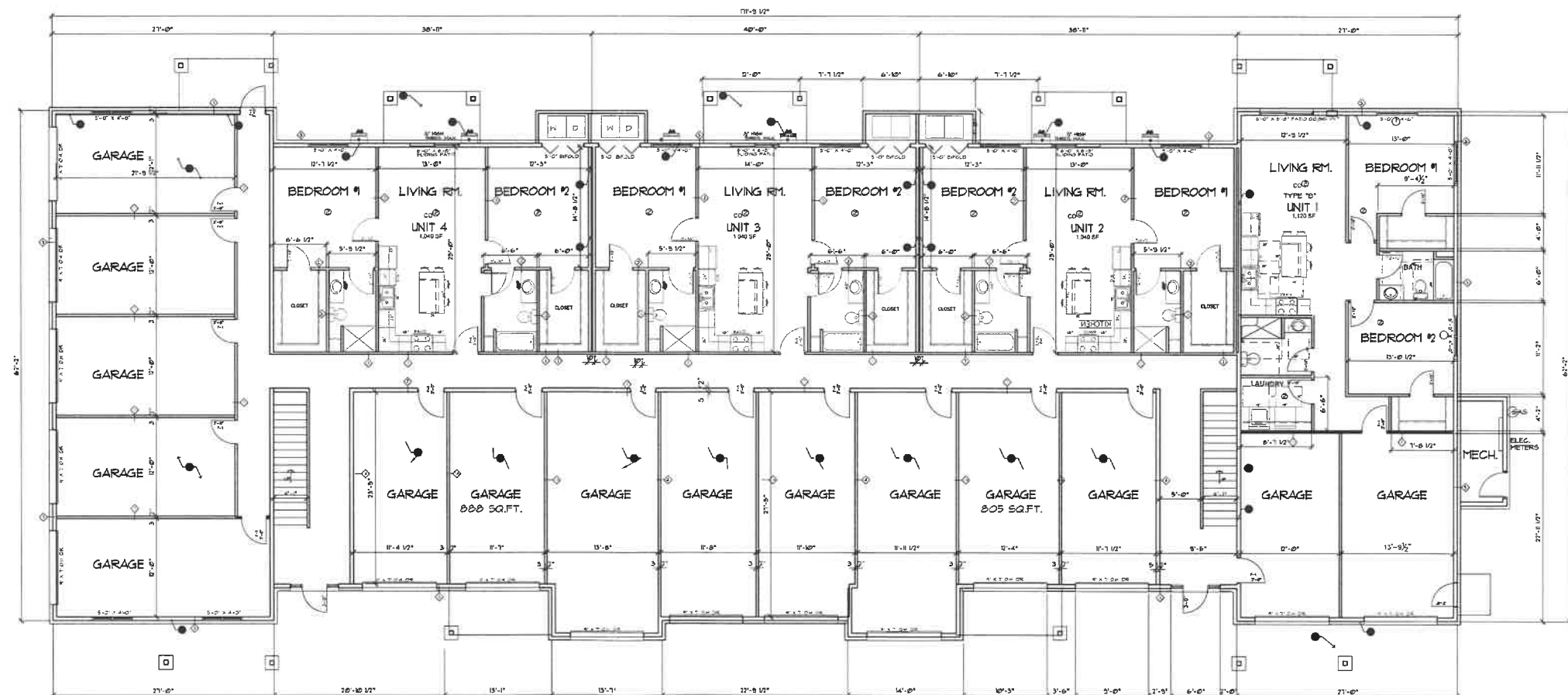
TREE PLANTING DETAIL



BERM PLANTING DETAIL

ALL PLANTING AREAS TO HAVE PLASTIC EDGING WHERE NEEDED AND COVERED WITH SHREDDED BARK





15 UNIT APARTMENT BUILDING  
W/ 15 SINGLE STALL ATTACHED GARAGES

FIRST FLOOR: (5) UNITS  
(2) TWO BEDROOM A.D.A.  
(3) TWO BEDROOM DELUXE

FIRST FLOOR PLAN  
SCALE: 1/8" = 1'-0"

NORTH

PRELIMINARY - NOT FOR CONSTRUCTION

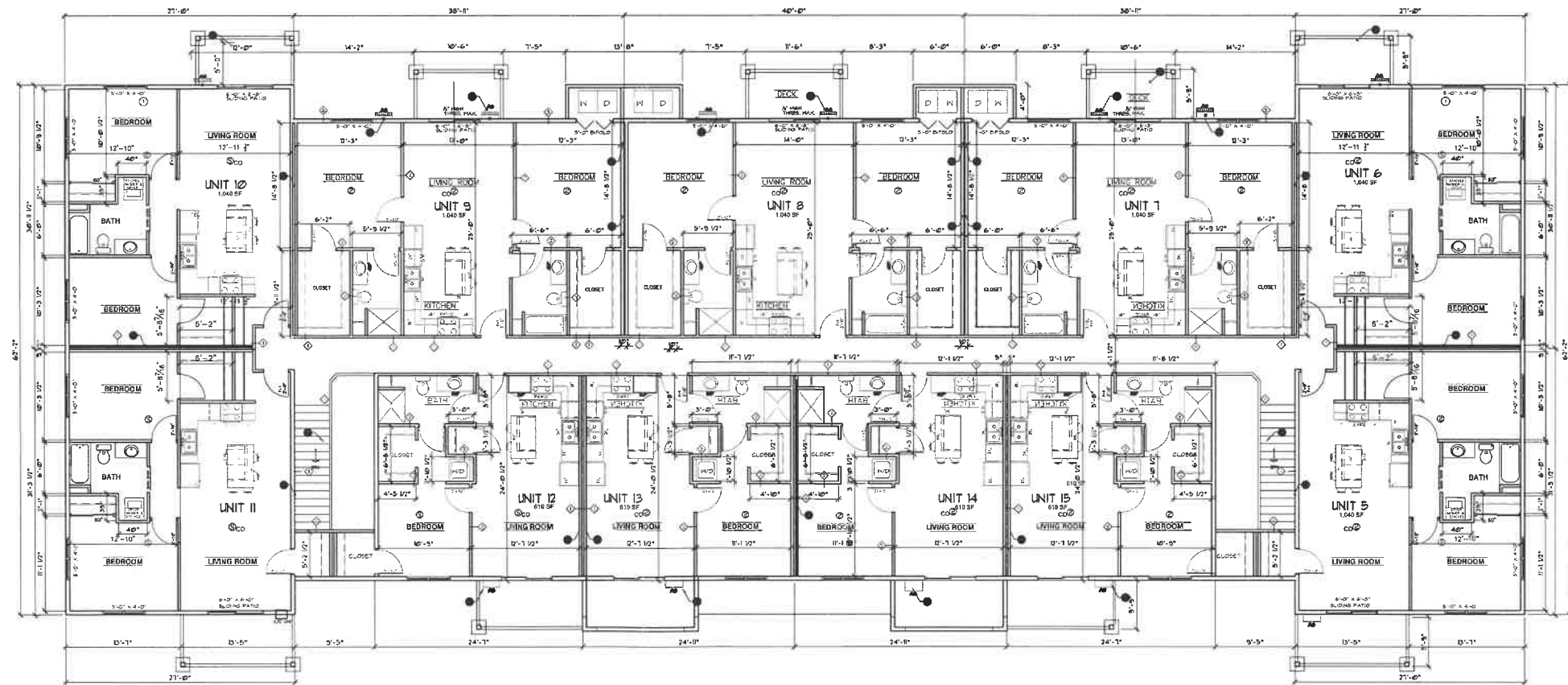
| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

Design Associate:  
ONE Concept  
302 E. WALSH AVE.  
MILWAUKEE, WISCONSIN  
43201-6664-6665  
officer.conceptone@gmail.com

Architect:  
**Daniel J. Meissner**  
AIA, LLC  
1250 E. Calumet Street  
Appleton, WI  
54912-4280-5562

PROPOSED PLANNED UNIT DEVELOPMENT (P.U.D.)  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
1/03/22  
SHEET  
A1.1  
PROJECT NUMBER  
21219



15 UNIT APARTMENT BUILDING  
W/ 15 SINGLE STALL ATTACHED GARAGES

SECOND FLOOR: (11) UNITS  
(4) ONE BEDROOMS  
(7) TWO BEDROOM DELUXE

SECOND FLOOR PLAN  
SCALE: 1/8" = 1'-0"



PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
1/03/22  
SHEET  
A1.2  
PROJECT NUMBER  
21219

Architect:  
**Daniel J. Meissner**  
AIA, LLC  
1230 E. Calumet Street Appleton, WI  
920.428.0982

Design Associate:  
325 E. KALB AVE.  
GREEN BAY, WISCONSIN  
OFFICE: 920.428.0982  
OFFICE: 920.428.0982  
OFFICE: 920.428.0982  
**Concept One** Design & Development

| REV. | NO. | DATE | DESCRIPTION |
|------|-----|------|-------------|
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |
|      |     |      |             |

| REV. NO. | DATE | DESCRIPTION |
|----------|------|-------------|
|          |      |             |
|          |      |             |
|          |      |             |
|          |      |             |

Design Associate:  
**One Concept**  
322 E. WALSH AVE.  
GREEN BAY, WISCONSIN  
(920) 688-4060  
office@oneconcept.com

Architect:  
**Daniel J. Meissner**  
**AIA, LLC**  
1230 E. Calumet Street Appleton, WI  
920.428.0582

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
**MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT**  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

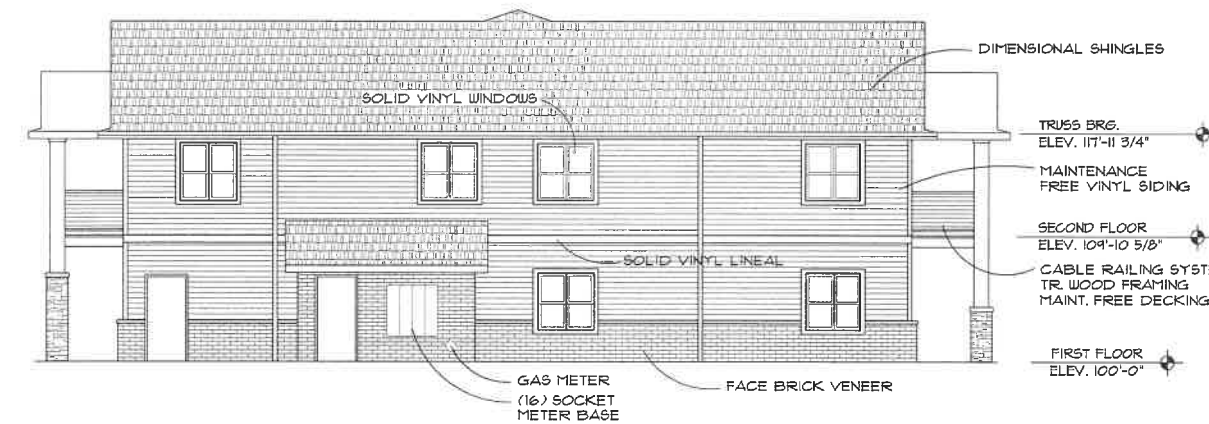
DATE  
1/3/22  
SHEET  
**A2.1**  
PROJECT NUMBER  
21219



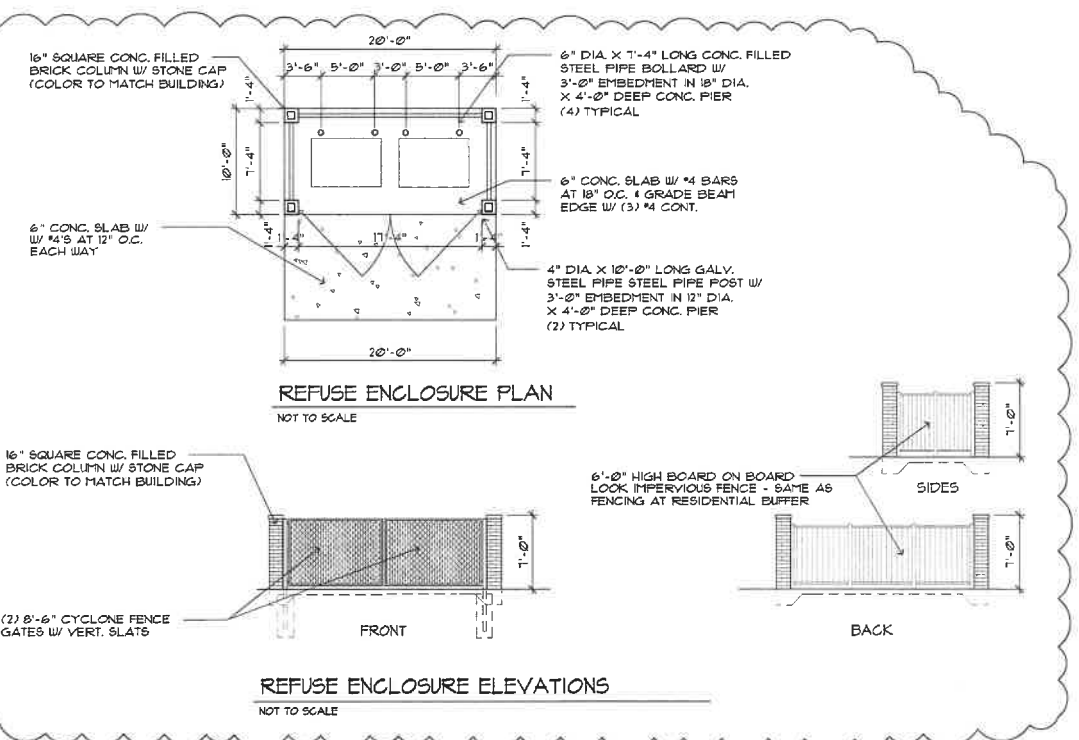
**BACK ELEVATION**  
SCALE: 1/8" = 1'-0"



**SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**SIDE ELEVATION**  
SCALE: 1/8" = 1'-0"



**REFUSE ENCLOSURE PLAN**  
NOT TO SCALE

**REFUSE ENCLOSURE ELEVATIONS**  
NOT TO SCALE



**FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

SEE COLOR ELEVATIONS FOR A/C/ UNIT LOCATIONS

**15 UNIT APARTMENT W/ 15 GARAGES**

PRELIMINARY - NOT FOR CONSTRUCTION





PROPOSED BUILDING #1  
SOUTH ELEVATION  
NOT TO SCALE



PROPOSED BUILDING #1  
EAST ELEVATION  
NOT TO SCALE



PROPOSED BUILDING #1  
NORTH ELEVATION (STREET)  
NOT TO SCALE



PROPOSED BUILDING #1  
WEST ELEVATION  
NOT TO SCALE

PRELIMINARY - NOT FOR CONSTRUCTION  
Issued for Plan Commission 1/10/22

Design Associate:  
322 E. WALSH AVE.  
GREEN BAY, WISCONSIN  
920.884.0684  
office@conceptone.com

Architect:  
**Daniel J. Meissner**  
AIA, LLC  
1230 E. Calumet Street Appleton, WI  
920.428.0982

**One Design & Development**  
Concept

PROPOSED PLANNED UNIT DEVELOPMENT (PUD):  
MULTI-FAMILY  
RESIDENTIAL DEVELOPMENT  
3000 FOREST AVENUE  
TWO RIVERS, WISCONSIN

DATE  
1/10/22

SHEET  
**A2.1C**

PROJECT NUMBER  
21219



**TWO  
RIVERS**  
WISCONSIN

Section 10, Item A.

# CITY COUNCIL MEETING

Monday, March 07, 2022 at 6:00 PM

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

## MINUTES

### 1. CALL TO ORDER

The meeting was called to order at 6:02 PM by Council President Wachowski.

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL BY CITY CLERK

**PRESENT:** Adam Wachowski, Bill LeClair, Bonnie Shimulunas, Jeff Dahlke, Larry Thomas, Tracey Koach

**EXCUSED:** Mark Bittner, Darla LeClair

**ABSENT:** Jay Remiker

**ALSO PRESENT:** Ross Blaha, Water Utility Director; Dave Buss, Finance Director; Dave Dassey, IT Assistant; Jeff Dawson, Library Director; Brian Delleman, Electric Utility Director; Steve Denzien, Fire Chief; Tyler Duessing, Electrician/Electrical Inspector; Rebecca Hansen, Recreation Supervisor; Brian Kohlmeier, Police Chief; Jim McDonald, Public Works Director; Nick Spurney, Police Lieutenant; Tammy Stadler, Administrative Assistant Parks & Rec; Andrew Sukowaty, Water Utility Director; Elizabeth Runge, Community Development Director/City Planner; Terri Vosters, Parks & Recreation Director; Greg Buckley, City Manager; and Jack Bruce, City Attorney.

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

None.

### 5. PUBLIC HEARING

- A. Public Hearing Regarding Ordinance to Amend Sections 10-1-20 and 10-1-21, Entitled R-1 Single-Family and R-2 Single and Double-Family Residence Districts to include Conservation Subdivision as a Conditional Use (unintentionally deleted during the 2020 code codification process)

Recommended Action:

Motion to waive reading and adopt the ordinance

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

Motion carried unanimously by roll call vote.

Motion made by Dahlke, Seconded by Koach.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

- B. Public Hearing for Conditional Use Permit for a Drive-Thru Service Window at the T Senior Center, 1520 17th Street

Recommended Action:

Motion to approve conditional use permit

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

Motion carried unanimously by roll call vote.

Motion made by Thomas, Seconded by B. LeClair.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

(NOTE: Public Hearing on Planned Unit Development Zoning for 3000 Forest Avenue, originally scheduled for this date and time, has been rescheduled to 6:00 PM on March 21, 2022, due to a missed publication by the newspaper)

## 6. INPUT FROM THE PUBLIC

None.

## 7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember Dahlke reported that several residents called him following last week's ice storm wondering why their streets were not getting salted.

Council President Wachowski reported that he received a call from a resident suggesting that the City's ordinance regarding depositing snow in a neighbor's yard might be a little too strict.

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

Council President Wachowski reported that the Personnel & Finance Committee met on March 2nd for a presentation from Robert W. Baird regarding the 2022 capital borrowing and to review updates to the Personnel Policy and pay scales for non-union employees. All were recommended to Council for approval at this meeting.

## 9. CITY MANAGER'S REPORT

### A. Invited Guests

#### 1. Introduction and Swearing in of Police Lieutenant Nick Spurney

Police Chief Kohlmeier introduced Nick Spurney who was recently promoted from Sergeant to Lieutenant. Lieutenant Spurney was sworn in by City Clerk Jamie Jackson.

#### 2. Introduction of New Hires:

Ross Blaha introduced the incoming Water Utility Director, Andrew Sukowaty. Andrew has over ten years' experience working in municipal water utilities having previously been employed at Manitowoc Public Utilities. He also has a Bachelor's Degree in Organizational Leadership with a minor in Public Administration from UW-Green Bay.

Brian Dellemann introduced the City's new Electrician/Electrical Inspector, Tyler Duessing. Tyler is currently a Journeyman Electrician and will be taking his Master Electrician exam in April. His work experience includes 7 years at Faith Technologies including a 4-year

apprenticeship. Tyler was most recently employed by the Two Rivers Public School as an electrician.

### 3. Central Park West 365 Fundraising Update

Mr. Buckley introduced the Central Park 365 Design and Fundraising Committee members and announced major commitments to the park project to date. As of March 4, 2022, the City is halfway to the project fundraising goal of \$800,000. Generous naming gifts for major park features include:

- Ice Skating Ribbon-\$65,000: Two Rivers Rotary and a private donor
- Water Feature-\$60,000: Formrite Companies
- Pavilion Patio Gathering Space-\$50,000: Bank First
- Bandstand-\$100,000: Schmitt Family

Members of the Schmitt Family were present to announce their commitment of \$100,000 for the Schmitt Brothers Stage, in honor of the famous barbershop quartet from Two Rivers. The Schmitt Brothers Quartet traveled the world, including entertaining U.S. troops in Alaska and appearances on the Ed Sullivan, Arthur Godfrey and Lawrence Welk TV shows. Over 35 years the quartet traveled over 2 million miles for over 3,000 performances.

Mr. Buckley also announced an upcoming fundraising event for the project: Rockin for the Park, a best of Rock N' Roll from the 50's to the 80's musical comedy dinner theatre to be held on Thursday, April 21st at Sepia Chapel. Tickets can be ordered online at [www.daddydproductions.com](http://www.daddydproductions.com).

### 4. Justin Fisher, Robert W. Baird, Presentation on Financing for 2022 Capital Projects

Justin Fisher, Robert W. Baird, presented information regarding the 2022 capital improvement projects borrowing. He also detailed the timeline and structure of the borrowing including the loan term, call feature, estimated interest rate, and maximum parameters for the interest rate. He stated that if the borrowing is approved on this date, and the desired interest rate can be obtained, funds will be available to the City in early May.

#### Recommended Action:

Motion to waive reading and adopt the resolution, as recommended by the Personnel and Finance Committee

Motion carried unanimously by roll call vote.

Motion made by Thomas, Seconded by Koach.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## B. Status Update/Reports

### 1. Winter Parking Ban Update

Mr. Buckley reported the winter parking ban enforcement is still being held in abeyance. The ban has only been enforced 6 of 97 days since December 1. The ban ends on March 15.

### 2. City Council Candidate Forums



Mr. Buckley reported on upcoming City Council Candidate Forums:

- Two Rivers Business Association Council Candidate Forum, Thursday, March 10, 2022, 6:30 PM at the City Hall Council Chambers. The event will be recorded and livestreamed to the City's website and Facebook, and broadcast on Spectrum Channel 993.
- Manitowoc County Constitutional Caucus Candidate Forum, Sunday March 20, 2022, 1:00 PM at Lighthouse Inn.

### 3. Staffing Updates

Mr. Buckley reported on current recruitment activity. Interviews were conducted for the Senior Center Supervisor and Police Officer vacancies and applications are being reviewed for the Parks & Recreation Director and Certified Water Operator position.

### 4. Absentee Ballots for April 5, 2022 Spring Election

Mr. Buckley reported that absentee ballots for the April 5, 2022 Spring Election can be requested online at [myvote.wi.gov](https://myvote.wi.gov), at the City Clerk's office, or by mail with an acceptable photo ID.

### 5. Two Rivers Water & Light Scholarship Program

Mr. Buckley reported that applications for the 2022 energy industry and general education \$500 scholarships are now being accepted by Two Rivers Water & Light. To be eligible, the student, parent, or legal guardian must be a customer of Two Rivers Water & Light.

### 6. 20th Street Stormwater Pond

Mr. Buckley reported that the 20th Street stormwater pond will treat almost 40 acres located between 17th and 22nd Streets on the north and south and from the East Twin River as far west as Adams Street. This pond will eliminate the need for construction of on-site stormwater management facilities as properties in that area are redeveloped.

### 7. Senior Center St. Patrick's Day Fundraiser

Mr. Buckley reported that the Two Rivers Senior Center is hosting a St. "Patties" Day Dinner To-Go fundraiser on March 17th from 4:00-6:00 PM.

### 8. Main Street and TRBA Marketing Workshop

Mr. Buckley reported that Two Rivers Main Street and the Two Rivers Business Association are hosting a DIY Guide to Effective Marketing in 15 Minutes or Less: A Workshop for Busy Business Owners on Tuesday, March 29 at 7:30 AM in the Behringer Room at J.E. Hamilton Community House.

## C. Legislative Update

Mr. Buckley reported that the current legislative session is coming to a close in Madison. The proposed "workforce housing law" that would have mandated certain provisions in local zoning laws, appears dead. The legislation providing for increased Medicaid reimbursement rates for EMS, has passed and is headed to the Governor's Office. There are still concerns about a law on electric vehicle charging stations that has been amended to prohibit local utilities or municipalities from providing such stations for public use.

## 10. CONSENT AGENDA



- A. Presentation of Minutes
  - 1. Regular City Council - February 21, 2022 and Work Session - February 28, 2022

Recommended Action:  
Motion to waive reading and adopt the minutes
- B. Minutes of Meetings
  - 1. Personnel & Finance Committee, February 17, 2022
  - 2. Personnel & Finance Committee, March 2, 2022
  - 3. Room Tax Commission, March 1, 2022

Recommended Action:  
Motion to receive and file
- C. Applications and Petitions
  - 1. New Application for Class "A" Beer/"Class A" Liquor License for ONEGUIDE, INC., 2300 Forest Ave., Two Rivers (dba Tietz's Piggly Wiggly) for the period of April 3, 2022 to June 30, 2022
  - 2. New Application for Cigarette and Tobacco Products Retail License for ONEGUIDE, INC., 2300 Forest Ave., Two Rivers (dba Tietz's Piggly Wiggly) for the period of April 3, 2022 to June 30, 2022

Recommended Action:  
Motion to approve the applications and authorize issuance of the licenses
- D. Summary of Verified Bills for the Month of February 2022 for \$7,090,981.17
 

Recommended Action:  
Motion to receive and file

**RECOMMENDED ACTION FOR CONSENT AGENDA**

**Motion to approve the Consent Agenda with the various actions recommended**

Motion carried unanimously by voice vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

**11. CITY COUNCIL - FORMAL ITEMS**

- A. Consideration of Pre-Annexation and Power of Attorney Agreement with Brady DeNoyer, Relative to Property Located at 2916 STH 310 in the Town of Two Rivers
 

Recommended Action:  
Motion to authorize the City Manager to sign agreement on behalf of the City

Mr. Buckley reviewed the terms of this agreement, which will allow this property in the Town of Two Rivers to connect to City water and sewer mains that run in front of the property, but will also required that the property be annexed into the City, should it become contiguous to the city limits in the future.

Motion to authorize the City Manager to sign agreement on behalf of the City with the addition of Mr. DeNoyer's spouses name in the introductory paragraph.

Motion carried unanimously by roll call vote.

Motion made by Thomas, Seconded by Dahlke.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## B. Award of Bids for 17th Street Reconstruction (Street and All Underground Utilities)

Recommended Action:

Motion to award the contract to Jossart Brothers, Inc. of DePere, in its low bid amount of \$1,412,134 for base bid and supplemental items

Motion carried unanimously by roll call vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## C. Award of Bids for Water and Sewer Lateral Replacement, 50 Scattered Locations

Recommended Action:

Motion to award the contract to Essential Sewer and Water of Manitowoc, based on its low bid amounts of \$456,225.00 for the Base Bid and \$250,075.00 for Supplemental Bid

Motion carried unanimously by roll call vote.

Motion made by Dahlke, Seconded by Thomas.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## D. Resolution Adjusting the Water Utility Property Tax Equivalent Payment

Recommended Action:

Motion to waive and adopt the resolution

Me. Buckley noted that this resolution is consistent with the adopted 2022 City Budget, which provided for an increase in the payment, which has been “frozen” since 2003. He added that this increase – to an amount still substantially below what is allowed by law – is possible as a result of the utility’s improving financial condition.

Motion carried unanimously by roll call vote.

Motion made by Koach, Seconded by B. LeClair.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## E. Consideration of Adoption of Updated Personnel Policy

Recommended Action:

Motion to approve the updated Personnel Policy and direct the City Clerk to distribute to employees, as recommended by the Personnel and Finance Committee

Motion carried unanimously by roll call vote.

Mr. Buckley thanked City Clerk and Human Resources Director Jamie Jackson for all of her work on this major project.

Motion made by Koach, Seconded by Thomas.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

## F. Consideration of Adoption of New Non-Union Full-Time and Part-Time Pay Scales

Recommended Action:

Motion to approve the new non-union full-time and part-time pay scales as presented and implement effective with the next pay period, as recommended by the Personnel and Finance Committee

Motion carried unanimously by roll call vote.

Motion made by B. LeClair, Seconded by Dahlke.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

**12. FOR INFORMATION ONLY**

A. City Council Regular Meeting, Monday, March 21, 2022, 6:00 PM

B. City Council work Session Meeting, Monday, March 28, 2022, 6:00 PM

**13. CLOSED SESSION**

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

--Discuss Possible Assistance to Development Projects: Review Proposed Development Agreement with 3000 Forest Avenue, LLC; Preliminary Discussion of Possible Development Agreement for City-Owned Former Eggers East Property

There was no need to enter into closed session.

**14. RECONVENE IN OPEN SESSION**

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

**15. ADJOURNMENT**

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

Motion carried unanimously by voice vote.

Motion made by Dahlke, Seconded by B. LeClair.

Voting Yea: Wachowski, B. LeClair, Shimulunas, Dahlke, Thomas, Koach

Respectfully submitted,

Jamie Jackson  
City Clerk



**TWO  
RIVERS**  
WISCONSIN

Section 10, Item A.

# SPECIAL CITY COUNCIL MEETING

Tuesday, March 15, 2022 at 5:15 PM

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

---

## MINUTES

### 1. CALL TO ORDER

The meeting was called to order at 5:15 PM by Council President Wachowski.

### 2. ROLL CALL BY DEPUTY CITY CLERK

**PRESENT:** Mark Bittner, Jeff Dahlke, Tracey Koach, Bill LeClair, Darla LeClair, Jay Remiker, Larry Thomas, Adam Wachowski

**EXCUSED:** Bonnie Shimulunas

### 3. FORMAL ITEM

- A. Resolution to Authorize and Direct the City Manager and City Clerk to Execute and Deliver the Necessary Deed and All Other Documents Necessary to Effectuate the Sale of the City-Owned Property Located at 606 Parkway Boulevard to Trivers, LLC, Consistent With the Terms of the Purchase Agreement Approved by City Council on November 29, 2021, as Amended on February 28, 2022

Recommended Action:

Motion to waive reading and adopt the resolution

Motion carried unanimously by roll call vote.

Motion made by Remiker, Seconded by Dahlke.

Voting Yea: Remiker, Bittner, D. LeClair, Wachowski, B. LeClair, Dahlke, Thomas, Koach

### 4. ADJOURNMENT

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

Motion carried unanimously by voice vote.

Motion made by Remiker, Seconded by D. LeClair.

Voting Yea: D. LeClair, Bittner, Wachowski, B. LeClair, Dahlke, Thomas, Koach, Remiker

Respectfully submitted,

Lisa M. Kuehn  
Deputy City Clerk



**TWO  
RIVERS**  
WISCONSIN

# COMMITTEE ON AGING MEETING

Monday, February 07, 2022 at 8:30 AM

Behringer Room - J.E. Hamilton  
Community House 1520 17th Street, Two  
Rivers, WI 54241

---

## MINUTES

### 1. CALL TO ORDER

### 2. ROLL CALL

Committee Members: RuthAnn Hearley, Gerald Juckem, Gerald Lyons, Lenore McDonough, Pamela Stephens, Bette Roidt, Jerome Schubring, Kim Graves, Bill LeClair

### 3. MINUTES

### 4. INPUT FROM PUBLIC

### 5. CORRESPONDENCE AND PRESS

### 6. COMMITTEE REPORTS

#### A. ADRC of the Lakeshore - Wendy Hutterer

Nutrition vendors are secured through March. Konop is delivering meals to Two Rivers and Kewaunee. Chilton and Kiel receive meals from the local Eagles Club. Manitowoc and Reedsville through Manitowoc County Sheriff's Department. Prices have increased but still a fair price. A bus shelter will be installed on the corner of Michigan Avenue and Revere Drive with a bench placed along the sidewalk that is from the bus shelter to the ADRC of the Lakeshore building. The Kewaunee ADRC office has had their signage updated from the County Aging Unit to ADRC of the Lakeshore. Staff are currently working on program facilitators and volunteer recruitment.

#### B. City Council - Bill LeClair

The regular spring and special election will take place April 5. Candidate forums will be held by the League of Women Voters on Feb 24 and Two Rivers Business Association on March 10 in the City Council Chambers. Updates were given on the Paragon property, Former Uni-Mart on Washington Street, Storm Water Pond project on the Former Eggers East Property and the Pinetree Lift Station project. The Room Tax Commission has been moving forward with plans for the City of Two Rivers Tourism Department. Fundraising efforts are underway for the Central Park West 365 project.

#### C. Recreation Department Programs - Terri Vosters

Events and concerts are being finalized for the summer season. A new part time Special Events staff member, Karen Joy started working for the Department in December. Ian Wagner will serve as an intern this summer for Parks & Recreation with his career focus in recreation. The program guide for March - August activities will be completed shortly. Terri, Jared, Ethan and Rebekkah will be attending the Wisconsin Parks & Recreation Association (WPRA)

conference in Wisconsin Dells. Terri has joined the 2023 WPRA conference planning committee. Many upcoming building rentals scheduled; cornhole tournament, Volleyball tournament, Price is Right Game Show fundraiser, Great Trivia contest and Heart a Rama. Quote for the tennis court project came in higher than anticipated, looking into alternatives.

**D. Senior Center - Tammy Desten**

Winter soup sale profited \$1,200. Currently taking pre-orders for the Valentine's and St Patrick's Day carry out fundraisers. Mailed sponsorship letters to support upcoming fundraisers. Attended training series for the new city minutes and agenda software. Appointments are being scheduled for the AARP Tax prep program. The Friends of the Two Rivers Senior Center held their Annual meeting in January. The electrical in the Koska room will be upgraded with financial assistance from the Friends group. Bids for the CBDG Drive up window project are being accepted. Taking registrations for various trips planned throughout the year. Tammy shared that she has submitted her resignation, her last day with the center will be February 23. The city is recruiting for her replacement.

**7. CONTINUING BUSINESS**

**8. NEW BUSINESS**

**9. ADJOURNMENT**

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

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



# LIBRARY BOARD MEETING

Tuesday, February 08, 2022 at 6:00 PM

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

## MINUTES

1. **CALL TO ORDER** – President Thomas called the meeting to order at 6:00 PM.
2. **ROLL CALL**  
Board Members Present: Stanley Palmer, David Pennefeather, Sharon Slegler, Larry Thomas, Thomas Van Horn, Ned Guyette, and Kirsten Slegler.  
Absent and excused: Rick Henrickson and Kathryn Gadd
3. **PUBLIC COMMENT - None**
4. **GUEST - DOUG DEVRIES, EDWARD JONES** – updated the Board on the Edward Jones investments for the Library Gift Fund. DeVries recommends staying with current investments while keeping an eye on the markets through May 2022.
5. **APPROVAL OF BOARD MEETING MINUTES**  
Motion to approve the minutes from the January 11, 2022 meeting, made by Sharon Slegler, second made by Kirsten Slegler. Voice vote carried unanimously.
6. **RECEIVE AND FILE EXPENDITURE AND FINANCIAL REPORTS**  
Motion to receive and file the expenditure and financial reports from January, 2022, made by Pennefeather, second made by Guyette. Voice vote carried unanimously.
7. **BOARD MEMBER COMMENT** – The Board likes the new Municode layout and noted a couple of edits to the agenda template. Van Horn noted the positive numbers for use of eBooks and other electronic materials. Thomas discussed the ability to gain fiscal credit for Overdrive checkouts to Two Rivers users. Sharon Slegler signed up her grandchild for Babygarten to go and noted it is one thing to know the good work being done for the library's to-go packs, it is another to actually use them with her grandchild – kudos to the youth department and their good work.
8. **DIRECTOR'S REPORT** – Dawson will make the suggested edits to the agenda and took questions concerning his written report.
9. **COMMUNICATIONS**
  - A. Library eLinks - Library's Monthly Online Newsletter
  - B. Seehafer Article
10. **REPORT FROM CITY COUNCIL REPRESENTATIVE** – Thomas reported on new development projects in the City and upcoming public forums for City Council candidates.
11. **REPORT FROM SCHOOL DISTRICT REPRESENTATIVE** – Kirsten Slegler shared there will be a new quarterly school district newsletter for students and families beginning in March entitled 'Raiders Reporter.' Next week is Reading is Fundamental and a staff in-service.
12. **REPORT FROM COUNTY REPRESENTATIVE** – No report.

### 13. UNFINISHED BUSINESS

**A. COVID-19 Update** - The library continues to monitor the situation. While masks are not mandated, staff continue to wear masks when serving the public.

### 14. NEW BUSINESS

**A. Review End of Year Financials** – Motion to move \$28,050.00 from the Gift Fund to balance the 2021 budget made by Van Horn, second made by Palmer. Voice vote carried unanimously.

**B. Appoint a Nominating Committee** – Pennefeather accepted the appointment as nominating committee and will present a slate of officers at a future meeting.

**C. Board Terms Review** – Thomas noted that his last meeting as President will be the March meeting, Pennefeather will run the April meeting. Henrickson's final meeting will be the March meeting after 19 years serving on the Board as the Manitowoc County representative.

**D. Authorize President to Sign the 2021 Annual Report** – Motion to approve the Library 2021 Annual Report and authorize President Thomas to sign the report made by Palmer, second made by Kirsten Slegler. Voice vote carried unanimously.

### 15. BOARD EDUCATION - None

### 16. CLOSED EXECUTIVE SESSION

The Library Board of Trustees reserves the right to enter into Closed Session, per Wisconsin Statutes s.19.85(1)(c) which allows closed sessions when the employment, promotion, compensation, or performance evaluation data of any public employee under the jurisdiction of the particular government body is being considered. None

**17. ADJOURNMENT** – Motion to adjourn made by Guyette, second made by Kirsten Slegler. Voice vote carried with 6 aye and 1 nay (Van Horn). Meeting adjourned at 7:17 PM.

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

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





**TWO  
RIVERS**  
WISCONSIN

Section 10, ItemB.

# ADVISORY RECREATION BOARD MEETING

Tuesday, February 08, 2022 at 6:00 PM

Koska Room - J.E. Hamilton Community  
House 1520 17th Street, Two Rivers, WI  
54241

---

## MINUTES

### 1. ROLL CALL

Board Members: Daniel Cortte, Brian Gallagher(excused), Travis Kadow, Justin Klinkner, Kathy Peterson, Robert Reed Jr.(excused), Dorothy Tinkham Delo, Chase Mathias, Jason Sharping, Adam Wachowski-Council Rep, Jeff Dahlke-Council Rep

### 2. APPROVAL OF MINUTES

1. Kathy Peterson

2 Travis Kadow

### 3. CORRESPONDENCE

n/a

### 4. COMMENTS FOR THE PUBLIC (Limited to 3 minutes each)

n/a

### 5. NEW BUSINESS

A. Bikes on the Beach- no current ordinance, looking for information for future ordinance

B. Pickleball Bid Update- 1 bid Northeast Asphalt

C. Karyn Joy - Special Event Coordinator

### 6. OLD BUSINESS

A. Open Spaces-Sending to City Council for approval on final draft.

Approval to send: 1. Travis Kadow

2. Jeff Dahlke

### 7. OTHER BUSINESS

n/a

**8. DIRECTOR'S REPORTS**

- 1. Park Facilities Chart-updated**
- 2. Activity Guide Spring & Summer 2022 to be printed week of 2/14/2022**
- 3. 365 Central Park Meeting 2/11/2022**
- 4. Zipline equipment ordered**
- 5. Beach Groomer repaired for 2022**
- 6. Wayside-Restoration Project**
- 7. TR Parks & Recreation Staff to run Neshotah Beach Concessions**
- 8. Beer/Seltzer license for future TR Events**

**9. ITEMS FOR FUTURE ADVISORY RECREATION BOARD MEETINGS**

n/a

**10. NEXT MEETING - March 8, 2022****11. ADJOURNMENT**

**Approval to adjourn at 7:04pm: 1. Adam Wachowski**

**2. Travis Kadow**

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

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

CITY OF TWO RIVERS  
COMMUNITY DEVELOPMENT AUTHORITY AND  
BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE PROCEEDINGS  
March 1, 2022  
5:15 PM, 3rd Floor City Hall

**Call to Order**

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

**Roll Call**

BIDC and CDA Members present: Keith Lyons, Gregory Coenen, Donald Karmen, Betty Bittner, Daniel Wettstein, Tracey Koach, and Dick Klinkner.

Absent: Darla LeClair and Tracy Yaggie

Also present was Greg Buckley, City Manager and Elizabeth Runge, Community Development Director.

**Review and Approve Updated Lease to New Tenant West Pines LLC DBA Flavor HUT at 1459B Wentker Court, Two Rivers**

The Flavor Hut owner, Terri Esser sold his business to West Pines LLC (Kevin Krizek). This new owner has requested to remain in the same city-owned facility. The lease was updated, and the new owner and city have entered into a two-year lease with an option to renew for another two years. A motion was made by Betty Bittner and seconded by Dick Klinkner to approve the lease. Motion carried.

**Consideration and action to grant the City Manager the authority to sign lease agreements for city-owned buildings.**

This issue was brought to the committee because of this new lease request. The business transition occurred in a time sensitive manner and providing the City Manager the ability to act on behalf of the CDA to sign these agreements would have been a beneficial option in these situations. A motion was made by Dick Klinkner and seconded by Don Karmen to grant this authority if the terms and conditions of said leases were approved by the CDA. Motion carried

**Authorization for City Manager to sign deeds, closing statements and other documents related lot sales at the Sandy Bay Highlands subdivision and Woodland Industrial Park on behalf of the Community Development Authority.**

A motion was made by Betty Bittner and seconded by Dick Klinkner to authorize the City Manager to sign deeds, closing statements, and other documents related to lot sales in Sandy Bay Highlands and the Woodland Industrial Park within the parameters set by the CDA for land and lot sales and upon approval of the CDA. Motion carried

**Adjournment**

At 6:15 PM, a motion was made by Keith Lyons, seconded by Don Karmen to adjourn. Motion carried to adjourn the meeting.



# PLAN COMMISSION MEETING

Monday, March 14, 2022 at 5:30 PM  
Council Chambers - City Hall, 3rd Floor  
1717 E. Park Street, Two Rivers, WI 54241

## MINUTES

### 1. CALL TO ORDER

Chairman Buckley called the meeting to order at 5:33 PM.

### 2. ROLL CALL

Present: Greg Buckley, Rick Inman, Kay Koach, Kristin Lee, Jim McDonald. Eric Pangburn attended remotely.

Excused: Adam Wachowski.

Also Present: Scott Anderson, Councilmember Tracey Koach, City Planner Elizabeth Runge and Recording Secretary Vicky Berg.

### 3. ACTION ITEMS

- A. Request for a change in zoning from B-1 Business District to R-3 Single and Double Family Residence District for 2910 Lincoln Avenue, submitted by Scott Anderson (owner)

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

Result: Motion carried by roll call vote

Motion made by McDonald, seconded by Koach

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

- B. Review the draft Project Plan for Amendment No. 3 for TID No. 7 to fund street and utility improvements on 17th Street and Zlatnik Drive, and schedule the public hearing for April 11, 2022

During discussion in addition to the 17th Street reconstruction project, it was noted the project plan should include street and infrastructure improvements to Zlatnik Drive and Lincoln Street. The project plan may include all or some of the costs to replace said streets.

Motion to include the Zlatnik Drive and Lincoln Street projects and schedule the public hearing for April 11, 2022.

Result: Motion carried by roll call vote

Motion made by McDonald, seconded by Inman

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

- C. Review draft ordinance related to side yard requirements in the residential zoning districts

This amendment is presented to make the side yard more user friendly.

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

Result: Motion carried by roll call vote  
Motion made by Inman, seconded by McDonald  
Voting Yea: Buckley, Inman, Koach, Lee, McDonald, Pangburn

#### 4. STATUS REPORTS

##### A. 3000 Forest Avenue

Project continues to move forward. City Council will consider the PUD and related development agreement on March 21, 2022. Landscaping and lighting plans, signage, storm water management and public sewer easement issues shall be submitted for Plan Commission review at a future meeting.

##### B. West River Lofts

Project continues to move forward. The landscaping plan is complete. However, the lighting plan and parking easement language are not complete. Upon receipt all three items will be presented to the Commission for review.

##### C. Short-term rental draft ordinance

The draft ordinance will be presented at the April meeting.

#### 5. ADJOURNMENT

Motion to adjourn at 6:26 PM.

Result: Motion carried by voice vote  
Motion made by Inman, seconded by McDonald  
Voting Yea: Buckley, Inman, Koach, Lee, McDonald, Pangburn

---

Vicky Berg, Recording Secretary



**TWO  
RIVERS**  
WISCONSIN

# ARCHITECTURAL CONTROL COMMITTEE

Section 10, ItemB.

**Monday, March 14, 2022 at 3:00 PM**

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

---

## MINUTES

### 1. CALL TO ORDER

Ms. Berg called the meeting to order at 3:00 PM.

### 2. ROLL CALL

Committee Members: Vicky Berg, Donald Karman, Kay Koach, Jim McDonald, Elizabeth Runge

### 3. ACTION ITEMS

- A. Review plans for the construction of a single-family dwelling on Lot 11, Block 2 in Sandy Bay Highlands Subdivision No. 2, submitted by Lakeshore Homes, LLC (owners) and Brian Lodel, TLG Homes, LLC (contractor)

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

Result: Approved by Voice Vote

Motion made by McDonald, seconded by Karman

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

- B. Review plans for the construction of a single-family dwelling on Lot 8, Block 3 in Sandy Bay Highlands Subdivision No. 2, submitted by Terry and Ann Wallander (owners) and Carl Hlinak, Certified Builders, LLC (contractor)

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

Result: Approved by Voice Vote

Motion made by Runge, seconded by Koach

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

### 4. ADJOURNMENT

Motion to adjourn at 3:15 PM.

Result: Approved by Voice Vote

Motion made by Koach, seconded by McDonald

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



## MEMO

**DATE:** March 16, 2022  
**TO:** City Council and City Manager Greg Buckley  
**FROM:** Jamie Jackson, City Clerk/Human Resources Director  
**SUBJECT:** Monthly Updates

### ELECTIONS:

The Spring Election is Tuesday, April 5, 2022. City of Two Rivers residents will vote at Abundant Life Church or St. Peter the Fisherman Parish Center. 577 absentee ballots were sent to all voters with requests on file on March 11, 2022. Requests for absentee ballots by mail continue to come in daily.

In person absentee voting will take place from Tuesday, March 22 – Friday, April 1 at City Hall.

The public test of voting equipment will be held on Tuesday, March 29 at 10:00 AM in the Council Chambers.

### HUMAN RESOURCES UPDATES:

- Heather Ihlenfeldt has accepted the position of Senior Center Supervisor and will begin on Monday, April 25<sup>th</sup>.
- Certified Water Operator Vacancy – Interviews have been completed and an offer will be made to a candidate in the next few weeks.
- Water Distribution Foreman/Operator Vacancy – Interviews have been completed and an offer will be made to a candidate in the next few weeks.
- Parks & Recreation Director – Initial interviews are scheduled for March 18 and March 21.

### OPERATOR'S LICENSES ISSUED:

On May 4, 2020 the City Council authorized the City Clerk to issue Operator's Licenses. The following licenses have been issued since the 2/21/2022 Council meeting:

| Name              | Address                              | Duration |
|-------------------|--------------------------------------|----------|
| Jennifer Anne     | 5625 County Rd U, Newton             | 2 years  |
| Samuel J Busse    | 2313 11 <sup>th</sup> St, Two Rivers | 2 years  |
| Tristian B Butler | 1004 Mount Blanc Ct, Green Bay       | 2 years  |
| Peter Crabbe      | 806 25 <sup>th</sup> St, Two Rivers  | 2 years  |
| Dylan R Gordon    | 7136 Tannery Rd Lot 38, Two Rivers   | 2 years  |



**TWO  
RIVERS**  
WISCONSIN

**CITY CLERK**

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

Section 10, Item C.



|                    |  |         |
|--------------------|--|---------|
| James A Gospodarek | 2314 41 <sup>st</sup> St, Two Rivers       | 2 years |
| Brielle M Hastings | 7136 Tannery Rd Lot 38, Two Rivers         | 2 years |
| Kevin G Schmidt    | 1607 19 <sup>th</sup> St Apt A, Two Rivers | 2 years |
| Cheyne N Statezny  | 1712 28 <sup>th</sup> St, Two Rivers       | 2 years |



[www.two-rivers.org](http://www.two-rivers.org)



920.793.5526



20.793.5512



**From:** Elizabeth Runge, Community Development  
Director

**Date:** March 21, 2022

**Re:** Staff Report



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

- Idle Sites Grant submitted WEDC for 606 Parkway Boulevard in support of the sale of this property.
- CDI grant submitted to WEDC for 1718 West Park Street project.
- Staff is supporting the interim Tourism Director. The Interim Director has met with several attraction, hospitality, and business to continue formulating and the city's tourism plans. .

**III. Drive strategic community development.**

- Senior Center pre-construction meeting is scheduled for April 12, 2022.
- Staff is preparing Amendment No. 3 to TIF 7 to fund portions of infrastructure projects if financially feasible.
- Working with developers of housing projects to move them forward.

Two Rivers Electric Department  
Monthly Report For  
March 2022

Section 10, Item C.

**Electric Consumption in KWH:** Feb Data

**This Month:**

| 2017      | 2018      | 2019      | 2020      | 2021      | 2022      | %Change from 2017-2022 | %Change from 2021-2022 |
|-----------|-----------|-----------|-----------|-----------|-----------|------------------------|------------------------|
| 6,352,727 | 6,585,987 | 6,639,515 | 6,736,031 | 7,033,561 | 6,863,889 | 8.05%                  | -2.41%                 |

**Year-to-Date:**

| 2017       | 2018       | 2019       | 2020       | 2021       | 2022       | %Change from 2017-2022 | %Change from 2021-2022 |
|------------|------------|------------|------------|------------|------------|------------------------|------------------------|
| 13,735,772 | 14,207,078 | 14,136,357 | 13,960,025 | 14,470,201 | 14,695,462 | 6.99%                  | 1.56%                  |

**Cost of Electricity Purchased in Dollars:**

**This Month:**

| 2017          | 2018          | 2019          | 2020          | 2021          | 2022          | %Change from 2017-2022 | %Change from 2021-2022 |
|---------------|---------------|---------------|---------------|---------------|---------------|------------------------|------------------------|
| \$ 488,920.00 | \$ 493,333.00 | \$ 482,954.04 | \$ 455,910.50 | \$ 470,984.61 | \$ 502,100.35 |                        |                        |
| \$0.0770      | \$0.0749      | \$0.0727      | \$0.0677      | \$0.0670      | \$0.0732      | -4.95%                 | 9.24%                  |

# Two Rivers Electric Department

## March 2021 Monthly Report

Section 10, Item C.

### Large Work Orders Worked on during the current month:

| Location           | Description of work performed |
|--------------------|-------------------------------|
| Southside          | Tree trimming                 |
| Year End Close out | Still in progress             |
|                    |                               |
|                    |                               |
|                    |                               |
|                    |                               |

| Outage Dates | Duration | Cause if known                         | Location         |
|--------------|----------|--|------------------|
| 2/1/22       | NA       | Emergency locate                       | 3135 Monroe St.  |
| 2/6/22       | NA       | Customer saw a flash / No issues found | 1717 28th St.    |
| 2/19/22      | N/A      | Low hanging wire / Cable drop          | 2120 33rd St.    |
| 2/20/2022    | N/A      | Low hanging wire / Phone drop          | 13th & Hawthorne |
| 2/23/22      | 45 Mins  | Repair secondary wire                  | 1722 18th St.    |
| 2/24/22      | N/A      | 1/2 power - repaired connection        | 4028 Martin Lane |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |
|              |          |  |                  |

|  |    |
|--|----|
| Number of Services Upgraded or Changed:      | 3  |
| Number of Electric Meters Installed:         | 12 |
| Total Number of Electric Meters Tested:      | 10 |
| Service Disconnects & Reconnects Normal Hrs: | 3  |

## INSPECTIONS DEPARTMENT

MONTHLY SUMMARY  
FEBRUARY 2022

|                        | Permits Issued |     | Permit Revenue |       | Project Value |         |
|------------------------|----------------|-----|----------------|-------|---------------|---------|
|                        | Month          | YTD | Month          | YTD   | Month         | YTD     |
| Building (residential) | 5              | 12  | 570            | 1,750 | 55,161        | 172,449 |
| Building (commercial)  | 2              | 3   | 1,100          | 1,320 | 167,000       | 189,000 |
| Electrical             | 15             | 29  | 1,155          | 2,280 | 34,630        | 74,710  |
| Heating                | 9              | 17  | 550            | 1,072 | 48,009        | 92,082  |
| Home Occupation        | -              | -   | -              | -     | -             | -       |
| Moving                 | -              | -   | -              | -     | -             | -       |
| Plumbing               | 6              | 14  | 805            | 1,425 | 35,359        | 50,445  |
| Sign                   | -              | -   | -              | -     | -             | -       |
| Tank                   | -              | -   | -              | -     | -             | -       |
| Wrecking               | 1              | 2   | 170            | 220   | 5,000         | 5,000   |
| Totals                 | 38             | 77  | 4,350          | 8,067 | 345,159       | 583,686 |

| YTD Comparison  | Permits Issued |      | Permit Revenue |       | Project Value |         |
|-----------------|----------------|------|----------------|-------|---------------|---------|
|                 | 2022           | 2021 | 2022           | 2021  | 2022          | 2021    |
| Building        | 15             | 27   | 3,070          | 4,076 | 361,449       | 695,504 |
| Electrical      | 29             | 32   | 2,280          | 1,730 | 74,710        | 34,695  |
| Heating         | 17             | 23   | 1,072          | 1,440 | 92,082        | 145,337 |
| Home Occupation | -              | -    | -              | -     | -             | -       |
| Moving          | -              | -    | -              | -     | -             | -       |
| Plumbing        | 14             | 19   | 1,425          | 1,930 | 50,445        | 70,991  |
| Sign            | -              | -    | -              | -     | -             | -       |
| Tank            | -              | -    | -              | -     | -             | -       |
| Wrecking        | 2              | 2    | 220            | 217   | 5,000         | 26,100  |
| Totals          | 77             | 103  | 8,067          | 9,393 | 583,686       | 972,627 |

Other Activities

Prepared notices, ordinances &amp; related documents for public hearings

Prepared agenda packet and minutes for Plan Commission meeting

Received and responded to requests for information from the general public and staff

Inspectors attended annual building, electrical &amp; plumbing code training

**Lester Public Library  
Director's Report  
February 2022**

**News**

- The open Customer Service Clerk position was filled, please welcome Tanya Terp to the LPL team. Tanya's first day was February 23<sup>rd</sup> and will be working at the circulation desk.
- City Department heads met to investigate lowering our annual fire extinguisher inspection fees across the City. We also discussed the viability of centralizing cleaning and paper products purchasing.
- The Herald Times Reporter and the Green Bay Gazette, both published by Gannett, Inc., will cease publication of the Saturday edition.
- Adult Services Coordinator Chris Hamburg and Reference Associate Alan Wambold have been digitizing collections from the reference area. Most recent is digitizing City of Two Rivers Annual Reports and the Two Rivers High School's literary quarterly published between 1912 and 1926. Wambold has identified gaps in the library collection and is seeking assistance in finding those materials with other city entities. The collections are scheduled for a March launch and will be managed online via
- Terry Ehle applied for and Lester Public Library has been selected, again, as a 2022 Wisconsin Association of Independent Colleges and Universities (WAICU) Nonprofit Internship Site. Through the generous support of two Wisconsin foundations, WAICU is currently able to offer summer internships. A student will spend their summer working for the Lester Public Library, at no cost to the library. Student interns receive a \$2,000 summer stipend (disbursed throughout the summer) and a \$3,000 scholarship in exchange for 400 hours of work over 10 summer weeks. Interns gain valuable experience in the nonprofit sector and get a summer of amazing experiences.

**Library Foundation** – No Report

**Library Legislation** – No Report

**Activities**

02/01/22 – Help Desk Shift  
 02/02/22 – City Department Heads Meeting  
 02/03/22 – Lester Public Library Management Team Meeting  
 02/07/22 – Customer Service Clerk Interviews  
 02/07/22 – Two Rivers City Council Meeting  
 02/08/22 – Lester Public Library Board Meeting  
 02/09/22 – Lester Public Library All Staff Meeting  
 02/09/22 – Customer Service Clerk Interview  
 02/10/22 – City of Two Rivers Safety Committee Meeting

02/10/22 – Customer Service Clerk Interview  
02/11/22 – Was the Guest on WOMT Radio's 'Be My Guest'  
02/14/22 – City Annual Fire Protection Inspections Meeting  
02/16/22 – City Department Heads Meeting  
02/17/22 – Help Desk Shift  
02/21/22 – Two Rivers City Council Meeting  
02/24/22 – Met with Lester Public Library Board of Trustees President, Larry Thomas  
02/26/22 – Staff Celebration at the Library

Jeff Dawson, Director, Lester Public Library 03/01/2022

**Parks and Recreation Department**

Hamilton Community House

1520 17<sup>th</sup> Street

Two Rivers WI 54241-0087

Office (920) 793-5592

Senior Center (920) 793-5596

---

Date: March 7, 2022

To: Greg Buckley

CC: City Council, Recreation Staff, Advisory Recreation Board

From: Terri Vosters

Subject: Recreation Department **February** Report

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

- Meals on Wheels served 1600
- Congregate Meals 119
- TRUST car rides 102
- Senior Center Programs 606
- Building/Pavilion Rentals 840
- Recreation Programs 1,070
- Visitors/Contacts (phone and in person) 6,649
- **Total building usage**

The J. E. Hamilton Community House was open **28 days** in the month of **February** for an average daily usage of **390 people per day**.

---

**Cemetery**

1. # of spaces sold - 12 @ \$750.00 = \$9,000.00
  2. # of interments - 6 @ \$850.00 = \$5,100.00
  3. # of cremations - 3 @ \$550.00 = \$1,650.00
  4. # of Saturday burials - 0
- Total=\$15,750.00

**Administration (Office)**

- B & M (porta pot schedule) submitted for summer season
- CPR Training
- Safety Training
- Update and prepare Employee Listing for 2022 season
- Verify & Update Cemetery Permissions
- Continue Cemetery Burial entry
- Finished Brochure
- Finished 2010-2015 Cemetery Burials data entry

Adding events to FB, Instagram, Explore TR, etc  
 Keeping up on invoicing  
 Payments coming in for burials, shorter expectation time frame for funeral homes  
 WPRA ticket order

## **Recreation and Special Events**

### **Rebecca**

2/1 Attended Rotary meeting Zoom gave Park and Rec update  
 2/2 History presentation at TRHS on Community House  
 2/2 and 2/9 Youth Wrestling meeting  
 Created, Reviewed, Finalized, and sent programs to Haelee for Spring/Summer Activity Guide- youth golf, dance, tennis, GB Rockers fundraiser, Lacrosse etc  
 Reviewed and trained youth Softball and Baseball programs with Ethan for upcoming seasons – all folders and paperwork handed over  
 2/3 Attended TRBA Meeting and gave Park and Recreation update  
 Donation Receipts and Thank you's for Bunny Breakfast Sponsors created and mailed out- Karen updated donation spreadsheet  
 Finalized Family Paint Day set up and event and Karen managed the day of the event- successful event with 20 participants  
 Managed and finalized the set up and help with gymnasium set up for Cornhole tournament on 2/5 for Knights of Columbus and managed the final organization of Price is Right Event  
 Assisted with opening and closing of ice rink for a week  
 Created a Special Event Flyer for City Council  
 Completed 2022/2023 Contract for 4<sup>th</sup> of July Fireworks with Spielbauer Fireworks  
 Reviewed Port a Potty Placement for Magee programs and special events with Tammy S  
 Updated Virtual Programming/banners on TR P&R websites  
 Created event outlines for Great Trivia Night, Price is Right, Cornhole Tournament, and Family Paint Day  
 Created leprechaun posters and helped organize the hunt with Terri for the City-to-City Leprechaun Hunt  
 2/9 Lacrosse Meeting -Reviewed and help finalize plans for program with organizer  
 2/8 Tourism Meeting with Amy, Elizabeth, and Terri to talk about possible future TR Plans  
 2/15 Safety Meeting  
 2/16 CPR Training and certification  
 Helped review March Program guide flyer for school newsletter with Ethan  
 MYBA meetings 2/15 & 2/28  
 Attended Wisconsin Park & Recreation Association (WPRA) Conference 2/21-2/24  
 Worked on Check requests for BOTB and Concerts in the Park  
 Created new Special Event brochure for utility bill to be sent out

### **Ethan**

Met with Cindy to get youth basketball started  
 Helping with youth soccer on Wednesday evenings, and discussions with Dave about future programs.  
 I met with Becky multiple times about youth baseball and coaches, and umpires.  
 Futsal continuing Tuesday nights, I'm officiating those games.



Finished sending Haelee all my programs for the upcoming guide  
 Met with Scott, Jared, and Chris out a future arbor day activity and planned one out for Arbor.  
 I've been running pickleball clinics on Monday nights for an hour with 3 ladies.  
 I took inventory and Vietnam and Neshotah park for future concessions  
 I've been helping Saturday mornings with youth basketball program  
 Attended the EAB meeting on the 15<sup>th</sup>  
 Dropped off activity guides to the day cares and schools around the area  
 I examined a few trees throughout the month and 2 of them have sense been removed due to potential disease.  
 Continued work on youth baseball  
 Hired a new building attendant  
 Attended the WPRA conference with Terri, Jared, and Becky

### **Parks/Maintenance**

Snow Removal throughout parks and building  
 winter burial assistant with cemetery crew  
 capitol purchase orders coming in  
 Changing light fixtures out in Gym to full LED  
 Setup for Price is Right  
 Setup for Cornhole tournament  
 Put mirror up in weight Room  
 Helped out with Meals on Wheels with shortage of volunteers  
 Switched out plumbing in boiler room for wash machine  
 started cleaning sand up at beach on path  
 Brush cleanup Neshotah Park and broken tree limbs  
 Weekly trash run throughout park system and main st  
 Maintenance on ice rink  
 WPRA conference in Dells

### **Senior Center**

Valentine's Dinner Fundraiser – Prepared and sold. Profit \$487.36  
 Taking preorders for Valentine's Dinner Fundraiser  
 Taking preorders for St Patties Day Fundraiser  
 Ongoing Chocolate Chip Cookie Sale (fundraising)  
 Ongoing concession sales (fundraising)  
 CPR Training  
 Scheduling AARP Tax Preparation Appointments  
 Scheduling Trust Car Appointments  
 Friends of the Two Rivers Senior Center Meeting  
 Committee on Aging Meeting  
 Wisconsin Association of Senior Centers Board Meeting  
 Worked with maintenance supervisor, additional electrical in Koska Room (Friends project)  
 Parks & Recreation Meeting with Director  
 Exit interview with City Clerk (Tammy D)  
 Take n Make / Creation Station – 9 bird feeder creation kits prepared for pick up  
 Birthday calls, mailed birthday cards & anniversary cards  
 Senior Center February Newsletter – Created, mailed, emailed, distributed to area businesses  
 Weekly press releases (recording) to WOMT  
 Updated senior center website & social media page

Daily with meal packing, serving lunch, and delivering meals  
 Daily with phone calls and walk-ins.  
 Sign-up participants up for trips, classes, programs, lunches, etc.  
 Man the front desk when there is no volunteer here  
 Set and/or reset rooms in the mornings and throughout the day as needed.  
 Working with IT on new sign-in monitor  
 Weather cancellations – posted on news and social media, made calls to participants, update  
 My Senior Center  
 Working with Collette 2022-2023 trips  
 Prep March's St Patties Day fundraiser and procure volunteers  
 Prep April's Breakfast for Supper for advertising  
 Start working on Volunteer Appreciation Dinner for the 2021 volunteers

### **Administration**

Committee on Aging meeting 2/7  
 City Council meeting 2/7  
 Staff meeting x2  
 Meeting with Rec Supervisors x4  
 Rec Admin Staff meeting x1  
 Senior center supervisor meeting x2  
 ARB meeting 2/8  
 Central Park West 365 meeting 2/11  
 Meeting with New Tourism director 2/8  
 Safety Committee meeting 2/10  
 Fire Protection meeting 2/14  
 Discussion with Greg on interim director job duties 2/14  
 Meeting with CCB 2/14  
 Assisted with Meals on Wheels 2/25  
 Discussion with Diane Johnson regarding swimming lessons 2/25  
 WPRA 2023 Conference Committee Meeting 2/16  
 Department Head meetings x2  
 Attended WPRA Conference 2/22-2/24  
 Continued work with staff on activity guide  
 Continued work on transition plan for parks with Parks Supervisor  
 Continued work on Grants for Neshotah Beach Playground  
 Assisted with interim Parks and Recreation Director job duty  
 Assisted with interim Senior Center Supervisor duties  
 Ordered Memorial Bench and Plaque for one family  
 Reviewed applications and scheduled interviews for Senior Center Supervisor vacancy

# Two Rivers Police Department Monthly Report January 2022

Section 10, Item C.



*Serving our community since 1858*

*Two Rivers Police Department*

*1717 East Park St.*

*Two Rivers, WI 54241*

*Business (920) 793-1191*

*Non-Emergency (920) 686-7200*



## Monthly Report January 2022



### Officer of the Year 2020- Lt. Karen Elsenpeter

Congratulations to Lieutenant Karen Elsenpeter who was selected as Officer of the Year for 2020. Due to the Covid-19 pandemic, and other factors, we had to postpone this award banquet several times, but we were finally able to make it happen in January of 2022. Karen has been at Two Rivers PD for nearly 29 years with the majority of those being a supervisor. In addition to her time as a supervisor, she has been a Drug Recognition Expert, Standardized Field Sobriety Instructor, DARE Instructor, School Resource Officer and spent many years as the coordinator of the Field Training program as well as other specialties. Very few officers have received this award twice. However, this is Karen's second time, with the first time being in 2000 when she was a patrol officer. Thank you for your patience Lt. Elsenpeter and enjoy your well-deserved award!





### **Future Award Program**

As the department moves forward into the future, Chief Kohlmeier announced we will be moving away from the traditional Officer of the Year program which had been in place for several decades. The reasons for this stem from lacking a sponsoring organization that we have had in the past and more importantly the ability to have an awards program that recognizes employees for various levels of accomplishment throughout the year. This new awards structure will coincide with reconfiguration of the award and commendation system currently used by the department. We look forward to publicly recognizing the many great achievements of our employees in a new and exciting format.





### **Lt. John Reimer Retirement**

Congratulations to Lieutenant John Reimer on his retirement after more than 27 years of service at Two Rivers Police Department. John started in 1994 as a part-time officer and became a full-time officer the following year. During John's time at Two Rivers PD he spent 15 years a 3<sup>rd</sup> shift patrol supervisor. John was a member of the Manitowoc County SWAT team for 13 Years and he was an instructor in DAAT (Defense and Arrest Tactics), Taser, a Field Training Officer, a member of the Honor Guard and even had a brief role as an interim Detective Lieutenant. Thank you for your service John and enjoy a well-deserved retirement!



### **Crossing Guard Appreciation Day**

Thank you to all of our Two Rivers crossing guards who work tirelessly throughout the school year to keep our children safe. They work at their crosswalks in the blazing sun, the freezing cold and everything in between. Our agency, along with the Two Rivers Public School District had an appreciation day for them and wanted to share our thanks for the fantastic job they do. Thank you Diana Gleason, Sharon Baetz, Leon Laurin, Amy Buth, Steve Walker, Wendy Brandt and John Kieselhorst. You are all very much appreciated!

### **Donations**

State Rep. Shae Sortwell stopped at the PD and dropped off gift certificates for Schroeder's- Red Bank Coffeehouse. He said he wanted all our officers to get a cup of coffee/ hot chocolate to say "thanks" for all they do. Thank you!



## **New Community Service Officer**

Congratulations to Eric Raboine on being hired as our newest Community Service Officer (CSO). Eric will be working with CSO Tim Culligan handling ordinance and quality of life complaints throughout the city. Welcome to the team Eric!



## **Training**

- Several officers went through a Virtual Reality Simulator training in which they were presented with various situations from welfare checks to domestic violence scenarios. Officers were able to virtually interact within an immersive computer-generated environment in which the trainer could manipulate the world around the trainee to create the interactive scenarios. The system was leased to the department from Northeast Technical College and has numerous training applications. In the week we had the system we were only able to scratch the surface of the system's possibilities. We look forward to working more with this training tool in the future.





## **Anniversaries**



Officer Jason Zipperer  
January 10<sup>th</sup>, 2000  
22 Years



Officer Brad Dimmick  
January 2<sup>nd</sup>, 2018  
4 Years

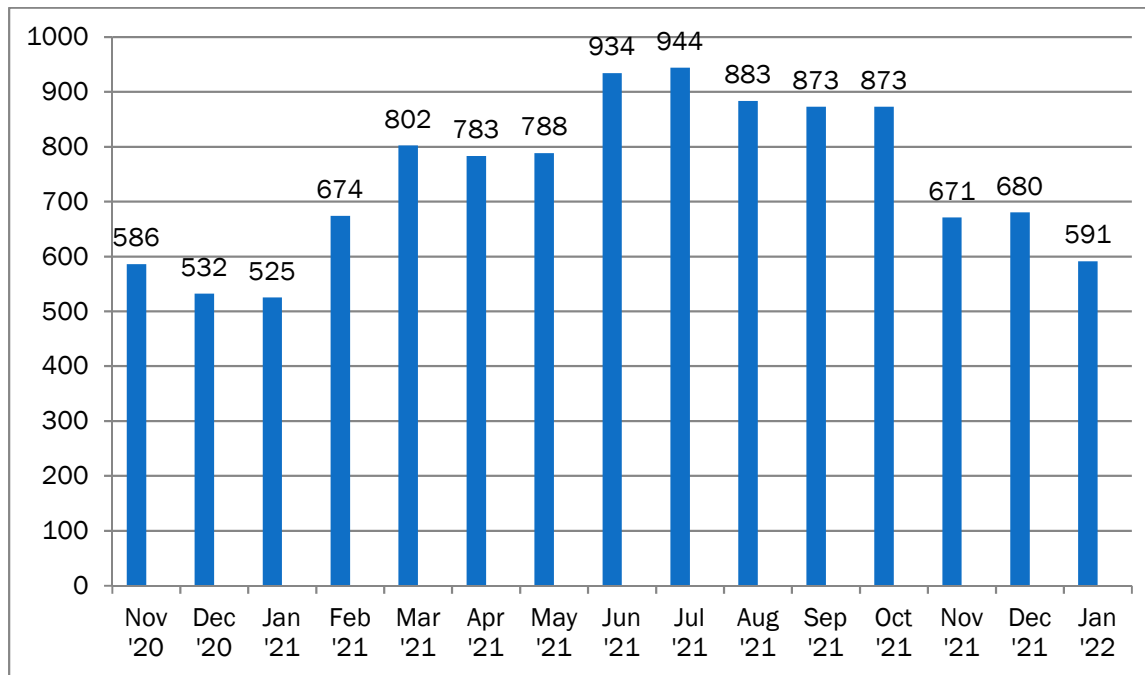


Officer Amanda Verhelst  
January 26<sup>th</sup>, 2020  
2 Years

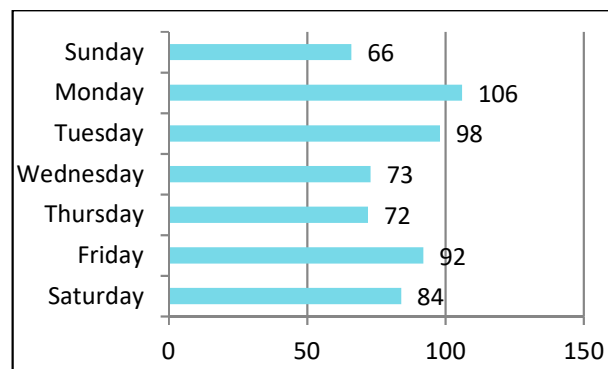
# CALLS FOR POLICE SERVICE

|                             |   |
|-----------------------------|---|
| <b>January 2022:</b><br>591 | <b>2022 YTD TOTAL:</b> 591<br><b>TOTAL LAST YEAR:</b> 9,610 |
|-----------------------------|---|

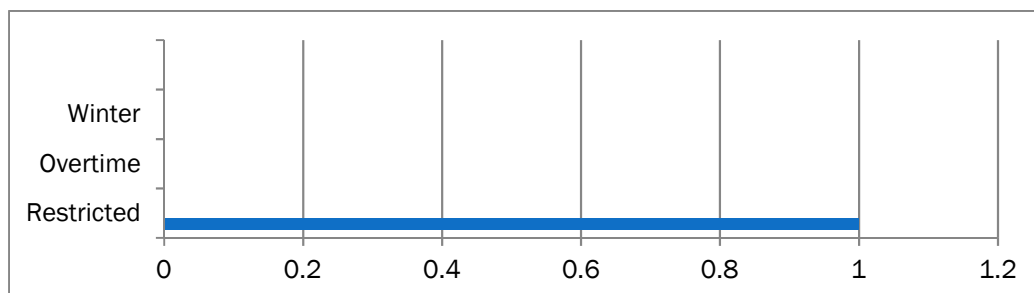
## Monthly Calls Comparison Chart:



## Calls for Service by Day of Week:



## January 2022 Parking Enforcement:



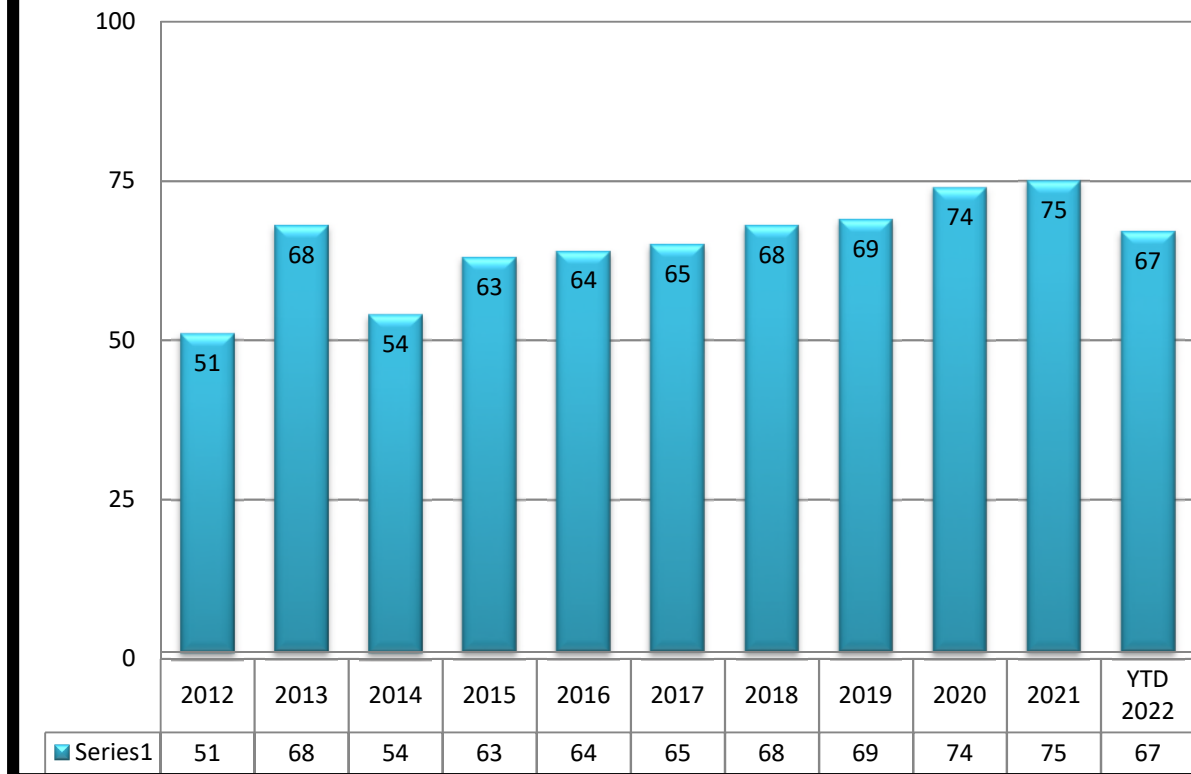
## CRIME CLEARANCE RATE:

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

|                       | January |
|-----------------------|---------|
| Reported Part 1 Cases | 9       |
| Cases Cleared         | 6       |
| Crime Clearance Rate  | 67%     |

**Crime Clearance Rate YTD: 67%**

### Crime Clearance Rates By Year



### Adult & Juvenile Arrest/Charge Summary:

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

|                  |           |
|------------------|-----------|
| <b>2022</b>      |           |
| Adult Arrests    | 62        |
| Juvenile Arrests | 10        |
| <b>Total</b>     | <b>72</b> |

## Field Warnings 2022

|  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Totals |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| <b>FIELD WARNING</b>   |     |     |     |     |     |     |     |     |     |     |     |     |        |
| 9-1-1 951.02 CRIMES AGAINST ANIMALS - MISTREATMENT                               | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 2      |
| 6-5-22 KEEPING OF CHICKENS & DUCKS   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 346.072(1M)(A) FAIL/CHANGE LANE PASSING STOPPED EMERGENCY VEHICLE MULTIPLE LANES | 1   | 0   | 1   | 1   | 0   | 0   | 1   | 0   | 0   | 1   | 0   | 0   | 5      |
| TR305.15(5) FAIL/MAINTAIN HIGH-MOUNTED STOP LAMP                                 | 0   | 0   | 2   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 3      |
| 346.57(4)(f) 005 SPEEDING IN OUTLYING DISTRICT (11-15 MPH)                       | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 341.04 NON-REGISTRATION OF VEHICLE   | 1   | 0   | 5   | 0   | 0   | 1   | 2   | 0   | 0   | 0   | 3   | 0   | 12     |
| 346.46(2)(A) IMPROPER STOP/STOP SIGN-STOP LINE                                   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   | 2      |
| 346.18(3) FAIL/YIELD RIGHT/WAY FROM STOP SIGN                                    | 1   | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 4      |
| 346.87 UNSAFE BACKING OF VEHICLE   | 0   | 1   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 1   | 3      |
| 346.57(2) UNREASONABLE AND IMPRUDENT SPEED                                       | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 1      |
| 346.37(1)(C)1 001 VIOLATE RED TRAFFIC SIGNAL                                     | 2   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 3      |
| 341.04(1) NON-REGISTRATION OF OTHER VEHICLE                                      | 1   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 341.04(1) 001 NON-REGISTRATION OF AUTO, ETC                                      | 21  | 12  | 9   | 13  | 7   | 9   | 4   | 3   | 19  | 10  | 3   | 7   | 117    |
| 346.46 FAIL TO STOP/IMPROPER STOP AT STOP SIGN                                   | 0   | 0   | 2   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 3      |
| 346.35 001 IMPROPER SIGNAL FOR STOP/TURN   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 344.62(2) OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE                           | 0   | 2   | 4   | 2   | 1   | 0   | 1   | 1   | 4   | 6   | 0   | 4   | 25     |
| 344.62(1) 001 OPERATING MOTOR VEHICLE W/O INSURANCE                              | 19  | 13  | 12  | 3   | 5   | 4   | 3   | 4   | 4   | 4   | 5   | 3   | 79     |
| 341.15(3)(C) IMPROPER DISPLAY/PLATES (UNCLEAN)                                   | 1   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 342.15(4)(b) OWNER FAIL/REMOVE VEHICLE PLATES                                    | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 341.15(3)(B) IMPROPER DISPLAY/PLATES (HARD TO SEE)                               | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 1      |
| 341.15(1m)(a) FAIL/ATTACH REAR REGIS. DECAL/TAG                                  | 1   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 2   | 5      |

|   |   |   |   |   |   |   |   |    |   |   |   |   |    |
|---|---|---|---|---|---|---|---|----|---|---|---|---|----|
| 343.07(1g)(a)1 OPERATE MOTOR VEHICLE BY PERMITTEE W/O INSTRUCTOR  | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0  | 0 | 1 | 0 | 0 | 3  |
| 6-5-21 LIMIT ON NUMBER OF DOGS AND CATS   | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1  | 0 | 1 | 0 | 0 | 4  |
| 347.48(2M)(C) OPERATOR FAIL/HAVE PASSENGER/SEATBELTED   | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0  | 0 | 0 | 0 | 0 | 2  |
| 346.37(1)(B) VIOLATE YELLOW SIGNAL  | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0  | 0 | 0 | 0 | 0 | 1  |
| 6-5-7(B)(4) BARKING DOGS  | 0 | 0 | 3 | 0 | 1 | 1 | 0 | 0  | 0 | 0 | 0 | 0 | 5  |
| 6-5-7(A)(2)(A) DOG AT LARGE - ON PREMISE  | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 2  |
| 346.37(1)(C)(1)/RED VIOLATE RED TRAFFIC SIGNAL  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0 | 0 | 0 | 0 | 1  |
| TR305.30(2) TIRES-BALD TIRES HAVING TREAD DEPTH < 2/32"   | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 1  |
| 9-2-5/10P-7A LOUD AND UNNECESSARY NOISE/VIBRATIONS 10PM-7AM   | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 3  |
| 9-6-3 (DO NOT USE) RESPONSIBILITY OF OWNERS/OCCUPANTS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 1  |
| 9-2-11 CURFEW VIOLATION   | 0 | 0 | 0 | 1 | 0 | 0 | 3 | 0  | 0 | 1 | 0 | 0 | 5  |
| 9-1-1 287.81 LITTERING  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0  | 0 | 1 | 0 | 0 | 1  |
| 6-5-15 ANIMAL FECES   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  | 0 | 0 | 0 | 0 | 1  |
| 6-5-14 HARBORING VICIOUS ANIMALS  | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0  | 0 | 0 | 0 | 0 | 1  |
| 6-5-7(A)(2)(B) DOG AT LARGE - OFF PREMISE   | 2 | 3 | 3 | 1 | 4 | 2 | 6 | 6  | 2 | 6 | 3 | 5 | 43 |
| 6-5-6 PENALTY FOR FAILURE TO OBTAIN RABIES SHOT   | 4 | 2 | 2 | 0 | 1 | 3 | 4 | 4  | 2 | 1 | 1 | 2 | 26 |
| 6-5-1 DOG LICENSE   | 6 | 7 | 6 | 2 | 8 | 7 | 8 | 11 | 2 | 7 | 4 | 5 | 73 |
| TR305.34(3)(A) WINDSHIELDS- EXCESSIVELY CRACKED/IN CRITICAL AREA  | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 3  |
| TR305.32(6)(A) WINDOW-REAR SIDE WINDOWS TINTING MANUFACTURER  | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0  | 1 | 0 | 0 | 0 | 2  |
| TR305.32(5)(B)1 WINDOW-REAR WINDOW-TINTING MANUFACTURER   | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 2  |
| TR305.32(4)(B)2 WINDOW-VENT/FRONT SIDE TINTING 50%  | 5 | 0 | 1 | 6 | 0 | 0 | 0 | 0  | 1 | 0 | 0 | 0 | 13 |
| TR305.32(4)(B)1 WINDOWS-VENT/FRONT SIDE-TINTING BY MANUFACTURER   | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 1  |
| TR305.26(1) MIRRORS-REQUIRED MIRRORS VIOLATION  | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0  | 0 | 0 | 0 | 0 | 1  |

|   |    |    |    |   |   |    |    |    |    |    |   |    |     |
|---|----|----|----|---|---|----|----|----|----|----|---|----|-----|
| TR305.15(1) STOP LAMPS REQUIRED NUMBER                        | 0  | 1  | 0  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |
| TR305.08(3) BACK-UP LAMP SWITCH-INDICATOR VISABLE TO DRIVER   | 0  | 0  | 0  | 1 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |
| 347.39(2) EQUIP MOTOR VEHILCE WITH ILLEGAL MUFFLER            | 0  | 0  | 0  | 1 | 0 | 0  | 0  | 0  | 1  | 0  | 0 | 0  | 2   |
| 347.39(1) NO MUFFLER/DEFECTIVE MUFFLER                        | 0  | 0  | 1  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |
| 347.14(1) OPERATE VEHICLE W/O STOPPING LIGHTS                 | 3  | 1  | 1  | 0 | 3 | 2  | 4  | 0  | 3  | 1  | 0 | 4  | 22  |
| 347.13(3) OPERATE VEHICLE W/O REGISTRATION LAMPS              | 7  | 1  | 4  | 6 | 0 | 2  | 1  | 0  | 1  | 4  | 1 | 1  | 28  |
| 347.13(1) NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT              | 4  | 4  | 2  | 4 | 2 | 1  | 2  | 1  | 1  | 2  | 0 | 1  | 24  |
| 346.59(1) IMPEDING TRAFFIC BY SLOW SPEED                      | 0  | 0  | 0  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 1 | 0  | 1   |
| 346.57(5) SPEEDING - EXCEEDING ZONED & POSTED LIMIT/HWY CONST | 31 | 14 | 13 | 9 | 6 | 33 | 24 | 14 | 9  | 26 | 9 | 10 | 198 |
| 346.57(4)(H) SPEEDING - 55MPH NO FIX LIMITS POSTED            | 0  | 0  | 0  | 1 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |
| 346.57(4)(F) SPEEDING- 35MPH OUTLYING DISTRICT - CITY         | 1  | 3  | 1  | 2 | 0 | 0  | 1  | 2  | 2  | 0  | 0 | 2  | 14  |
| 346.57(4)(E) SPEEDING 25 MPH HWY CITY/VILLAGE                 | 20 | 12 | 7  | 8 | 8 | 10 | 11 | 4  | 28 | 21 | 9 | 6  | 144 |
| 346.57(3) DRIVING TOO FAST FOR CONDITIONS                     | 0  | 1  | 0  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |
| 346.46(1) FAILURE TO STOP FOR STOP SIGN                       | 3  | 9  | 7  | 2 | 0 | 2  | 8  | 6  | 13 | 6  | 2 | 5  | 63  |
| 346.39(1) FAILURE TO STOP FOR FLASHING RED SIGNAL             | 0  | 0  | 0  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 1  | 1   |
| 346.37(1) VIOLATION OF TRAFFIC CONTROL SIGNAL                 | 0  | 1  | 0  | 0 | 1 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 2   |
| 346.34(1)(B) TURN VEH W/O PROPER SIGNAL                       | 1  | 0  | 0  | 0 | 0 | 0  | 0  | 1  | 0  | 0  | 0 | 0  | 2   |
| 346.34(1) FAILURE TO SIGNAL TURN/UNSAFE TURN                  | 0  | 0  | 0  | 0 | 0 | 0  | 0  | 0  | 1  | 0  | 0 | 0  | 1   |
| 346.31(3) IMPROPER LEFT TURN                                  | 1  | 1  | 0  | 0 | 0 | 0  | 0  | 0  | 0  | 0  | 0 | 0  | 2   |
| 346.31(2) IMPROPER RIGHT TURN                                 | 0  | 0  | 2  | 0 | 0 | 0  | 1  | 0  | 1  | 0  | 0 | 0  | 4   |
| 346.18(2) FAILURE YIELD RIGHT OF WAY MAKING LEFT TURN         | 0  | 0  | 0  | 1 | 0 | 1  | 0  | 0  | 0  | 1  | 0 | 0  | 3   |
| 346.14(1m) AUTOMOBILE FOLLOWING TOO CLOSELY                   | 0  | 0  | 1  | 0 | 0 | 0  | 1  | 0  | 0  | 0  | 0 | 0  | 2   |
| 346.13(3) DEVIATE FROM DESIGNATED LANE                        | 0  | 0  | 0  | 0 | 1 | 0  | 0  | 0  | 0  | 0  | 0 | 1  | 2   |
| 346.13(1) UNSAFE LANE DEVIATION                               | 2  | 0  | 0  | 0 | 0 | 2  | 1  | 0  | 2  | 2  | 0 | 0  | 9   |
| 346.09(3) PASSING IN NO PASSING ZONE                          | 0  | 0  | 0  | 0 | 0 | 1  | 0  | 0  | 0  | 0  | 0 | 0  | 1   |

|   |            |            |            |           |           |            |            |           |            |            |           |           |             |
|---|------------|------------|------------|-----------|-----------|------------|------------|-----------|------------|------------|-----------|-----------|-------------|
| 346.05(1) OPERATE LEFT OF CENTER LINE                 | 0          | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          | 1          | 0         | 1         | 2           |
| 346.04(2) DRIVING AGAINST TRAFFIC (ONE WAY STREET)    | 0          | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          | 2          | 0         | 0         | 2           |
| 343.44(1)(a) 001 OPERATING AFTER SUSPENSION           | 1          | 1          | 0          | 0         | 1         | 1          | 0          | 0         | 0          | 0          | 0         | 1         | 5           |
| 343.43(1)(d) VIOLATE GDL RESTRICTIONS                 | 0          | 1          | 0          | 0         | 0         | 0          | 0          | 0         | 0          | 0          | 0         | 0         | 1           |
| 343.22(1) FAIL/NOTIFY DMV OF ADDRESS/NAME CHANGE      | 0          | 0          | 0          | 0         | 0         | 1          | 0          | 0         | 0          | 0          | 0         | 0         | 1           |
| 343.05(3)(a) OPERATE W/O VALID LICENSE                | 2          | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 1          | 0          | 0         | 0         | 3           |
| 342.15(5) FAILURE TO TRANSFER VEHICLE TITLE           | 0          | 0          | 0          | 0         | 0         | 0          | 1          | 0         | 0          | 0          | 0         | 0         | 1           |
| 341.62 DISPLAY FALSE VEHICLE REGISTRATION PLATE       | 1          | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          | 1          | 0         | 0         | 2           |
| 341.61(2) DISPLAY UNAUTH. VEH. REGISTRATION PLATE     | 2          | 1          | 0          | 0         | 0         | 0          | 0          | 1         | 0          | 0          | 0         | 0         | 4           |
| 341.15(3)(A) IMPROPER DISPLAY/PLATES (NO PLATES)      | 0          | 0          | 0          | 0         | 1         | 0          | 0          | 0         | 0          | 1          | 0         | 1         | 3           |
| 341.15(2) IMPROPERLY ATTACHED LICENSE PLATES          | 2          | 0          | 0          | 1         | 0         | 0          | 1          | 0         | 0          | 0          | 0         | 0         | 4           |
| 341.15(1) FAIL/DISPLAY VEHICLE LICENSE PLATES         | 4          | 2          | 2          | 1         | 0         | 0          | 0          | 1         | 1          | 1          | 0         | 0         | 12          |
| 341.03(1) OPERATE AFTER VEH REV/SUSP OF REGISTRATION  | 1          | 1          | 2          | 1         | 0         | 0          | 0          | 0         | 1          | 0          | 0         | 1         | 7           |
| 347.09(1)(A) HEADLAMPS-VEHICLES EQUIPED W/2 HEADLAMPS | 0          | 0          | 0          | 0         | 0         | 0          | 0          | 0         | 0          | 0          | 1         | 1         | 2           |
| 347.07(2)(B) OPERATE VEHICLE W/NONRED TAILLIGHTS      | 1          | 0          | 0          | 0         | 0         | 0          | 2          | 0         | 0          | 0          | 0         | 0         | 3           |
| 347.07(2)(A) OPERATE VEHICLE W/NONWHITE HEADLIGHTS    | 0          | 0          | 0          | 1         | 0         | 0          | 0          | 0         | 1          | 0          | 0         | 0         | 2           |
| 347.06(3) UNCLEAR/DEFECTIVE LIGHTS OR REFLECTORS      | 14         | 20         | 7          | 9         | 4         | 6          | 3          | 4         | 6          | 9          | 3         | 5         | 90          |
| 347.06(1) OPER W/O REQUIRED LAMP LIGHTED              | 9          | 2          | 3          | 1         | 0         | 6          | 3          | 3         | 2          | 2          | 2         | 4         | 37          |
| 23.33(4)(D) ATV ON ROADWAY                            | 0          | 0          | 0          | 0         | 0         | 0          | 0          | 1         | 0          | 0          | 0         | 0         | 1           |
| 346.89(1) INATTENTIVE DRIVING                         | 1          | 0          | 0          | 0         | 0         | 0          | 1          | 0         | 0          | 0          | 1         | 0         | 3           |
| <b>FIELD WARNING Totals</b>                           | <b>179</b> | <b>124</b> | <b>108</b> | <b>85</b> | <b>57</b> | <b>101</b> | <b>103</b> | <b>72</b> | <b>110</b> | <b>121</b> | <b>49</b> | <b>74</b> | <b>1183</b> |
| <b>Totals</b>   | <b>179</b> | <b>124</b> | <b>108</b> | <b>85</b> | <b>57</b> | <b>101</b> | <b>103</b> | <b>72</b> | <b>110</b> | <b>121</b> | <b>49</b> | <b>74</b> | <b>1183</b> |

|  | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG |
|--|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>FIELD WARNING</b>   |     |     |     |     |     |     |     |     |
| 9-1-1 951.02 CRIMES AGAINST ANIMALS - MISTREATMENT                               | 0   | 0   | 0   | 0   | 0   | 0   | 2   | 0   |
| 6-5-22 KEEPING OF CHICKENS & DUCKS   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   |
| 346.072(1M)(A) FAIL/CHANGE LANE PASSING STOPPED EMERGENCY VEHICLE MULTIPLE LANES | 1   | 0   | 1   | 1   | 0   | 0   | 1   | 0   |
| TR305.15(5) FAIL/MAINTAIN HIGH-MOUNTED STOP LAMP                                 | 0   | 0   | 2   | 1   | 0   | 0   | 0   | 0   |
| 346.57(4)(f) 005 SPEEDING IN OUTLYING DISTRICT (11-15 MPH)                       | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   |



|   |    |    |    |    |   |   |   |    |
|---|----|----|----|----|---|---|---|----|
| 341.04 NON-REGISTRATION OF VEHICLE  | 1  | 0  | 5  | 0  | 0 | 1 | 2 | 0  |
| 346.46(2)(A) IMPROPER STOP/STOP SIGN-STOP LINE  | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 2  |
| 346.18(3) FAIL/YIELD RIGHT/WAY FROM STOP SIGN   | 1  | 2  | 0  | 0  | 0 | 0 | 0 | 0  |
| 346.87 UNSAFE BACKING OF VEHICLE  | 0  | 1  | 0  | 0  | 0 | 1 | 0 | 0  |
| 346.57(2) UNREASONABLE AND IMPRUDENT SPEED  | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 0  |
| 346.37(1)(C)1 001 VIOLATE RED TRAFFIC SIGNAL  | 2  | 1  | 0  | 0  | 0 | 0 | 0 | 0  |
| 341.04(1) NON-REGISTRATION OF OTHER VEHICLE   | 1  | 0  | 0  | 0  | 0 | 1 | 0 | 0  |
| 341.04(1) 001 NON-REGISTRATION OF AUTO, ETC   | 21 | 12 | 9  | 13 | 7 | 9 | 4 | 3  |
| 346.46 FAIL TO STOP/IMPROPER STOP AT STOP SIGN  | 0  | 0  | 2  | 0  | 0 | 1 | 0 | 0  |
| 346.35 001 IMPROPER SIGNAL FOR STOP/TURN  | 0  | 1  | 0  | 0  | 0 | 0 | 0 | 0  |
| 344.62(2) OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE  | 0  | 2  | 4  | 2  | 1 | 0 | 1 | 1  |
| 344.62(1) 001 OPERATING MOTOR VEHICLE W/O INSURANCE   | 19 | 13 | 12 | 3  | 5 | 4 | 3 | 4  |
| 341.15(3)(C) IMPROPER DISPLAY/PLATES (UNCLEAN)  | 1  | 0  | 0  | 1  | 0 | 0 | 0 | 0  |
| 342.15(4)(b) OWNER FAIL/REMOVE VEHICLE PLATES   | 0  | 0  | 0  | 0  | 0 | 1 | 0 | 0  |
| 341.15(3)(B) IMPROPER DISPLAY/PLATES (HARD TO SEE)  | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 0  |
| 341.15(1m)(a) FAIL/ATTACH REAR REGIS. DECAL/TAG   | 1  | 0  | 1  | 0  | 0 | 0 | 0 | 0  |
| 343.07(1g)(a)1 OPERATE MOTOR VEHICLE BY PERMITTEE W/O INSTRUCTOR  | 0  | 0  | 0  | 0  | 1 | 1 | 0 | 0  |
| 6-5-21 LIMIT ON NUMBER OF DOGS AND CATS   | 0  | 1  | 0  | 1  | 0 | 0 | 0 | 1  |
| 347.48(2M)(C) OPERATOR FAIL/HAVE PASSENGER/SEATBELT   | 0  | 0  | 0  | 0  | 0 | 0 | 2 | 0  |
| 346.37(1)(B) VIOLATE YELLOW SIGNAL  | 0  | 0  | 0  | 0  | 0 | 0 | 1 | 0  |
| 6-5-7(B)(4) BARKING DOGS  | 0  | 0  | 3  | 0  | 1 | 1 | 0 | 0  |
| 6-5-7(A)(2)(A) DOG AT LARGE - ON PREMISE  | 0  | 1  | 0  | 0  | 1 | 0 | 0 | 0  |
| 346.37(1)(C)(1)/RED VIOLATE RED TRAFFIC SIGNAL  | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 1  |
| TR305.30(2) TIRES-BALD TIRES HAVING TREAD DEPTH < 2/32  | 1  | 0  | 0  | 0  | 0 | 0 | 0 | 0  |
| 9-2-5/10P-7A LOUD AND UNNECESSARY NOISE/VIBRATIONS 10PM-7AM   | 0  | 0  | 2  | 1  | 0 | 0 | 0 | 0  |
| 9-6-3 (DO NOT USE) RESPONSIBILITY OF OWNERS/OCCUPANTS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS | 0  | 1  | 0  | 0  | 0 | 0 | 0 | 0  |
| 9-2-11 CURFEW VIOLATION   | 0  | 0  | 0  | 1  | 0 | 0 | 3 | 0  |
| 9-1-1 287.81 LITTERING  | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 0  |
| 6-5-15 ANIMAL FECES   | 0  | 0  | 0  | 0  | 0 | 0 | 0 | 1  |
| 6-5-14 HARBORING VICIOUS ANIMALS  | 0  | 0  | 0  | 0  | 0 | 0 | 1 | 0  |
| 6-5-7(A)(2)(B) DOG AT LARGE - OFF PREMISE   | 2  | 3  | 3  | 1  | 4 | 2 | 6 | 6  |
| 6-5-6 PENALTY FOR FAILURE TO OBTAIN RABIES SHOT   | 4  | 2  | 2  | 0  | 1 | 3 | 4 | 4  |
| 6-5-1 DOG LICENSE   | 6  | 7  | 6  | 2  | 8 | 7 | 8 | 11 |
| TR305.34(3)(A) WINDSHIELDS-EXCESSIVELY CRACKED/IN CRITICAL AREA   | 1  | 0  | 1  | 1  | 0 | 0 | 0 | 0  |
| TR305.32(6)(A) WINDOW-REAR SIDE WINDOWS TINTING MANUFACTURER  | 0  | 0  | 0  | 1  | 0 | 0 | 0 | 0  |
| TR305.32(5)(B)1 WINDOW-REAR WINDOW-TINTING MANUFACTURER   | 1  | 0  | 0  | 1  | 0 | 0 | 0 | 0  |
| TR305.32(4)(B)2 WINDOW-VENT/FRONT SIDE TINTING 50%  | 5  | 0  | 1  | 6  | 0 | 0 | 0 | 0  |
| TR305.32(4)(B)1 WINDOWS-VENT/FRONT SIDE-TINTING BY MANUFACTURER   | 0  | 0  | 1  | 0  | 0 | 0 | 0 | 0  |
| TR305.26(1) MIRRORS-REQUIRED MIRRORS VIOLATION  | 0  | 0  | 0  | 0  | 1 | 0 | 0 | 0  |
| TR305.15(1) STOP LAMPS REQUIRED NUMBER  | 0  | 1  | 0  | 0  | 0 | 0 | 0 | 0  |

|   |            |            |            |           |           |            |           |           |
|---|------------|------------|------------|-----------|-----------|------------|-----------|-----------|
| TR305.08(3) BACK-UP LAMP SWITCH-INDICATOR VISABLE TO DRIVER | 0          | 0          | 0          | 1         | 0         | 0          | 0         | 0         |
| 347.39(2) EQUIP MOTOR VEHILCE WITH ILLEGAL MUFFLER          | 0          | 0          | 0          | 1         | 0         | 0          | 0         | 0         |
| 347.39(1) NO MUFFLER/DEFECTIVE MUFFLER                      | 0          | 0          | 1          | 0         | 0         | 0          | 0         | 0         |
| 347.14(1) OPERATE VEHICLE W/O STOPPING LIGHTS               | 3          | 1          | 1          | 0         | 3         | 2          | 4         | 0         |
| 347.13(3) OPERATE VEHICLE W/O REGISTRATION LAMPS            | 7          | 1          | 4          | 6         | 0         | 2          | 1         | 0         |
| 347.13(1) NO TAIL LAMP/DEFECTIVE TAIL LAMP-NIGHT            | 4          | 4          | 2          | 4         | 2         | 1          | 2         | 1         |
| 346.57(5) SPEEDING - EXCEEDING ZONED & POSTED LIMIT/H/CONST | 31         | 14         | 13         | 9         | 6         | 33         | 24        | 14        |
| 346.57(4)(H) SPEEDING - 55MPH NO FIX LIMITS POSTED          | 0          | 0          | 0          | 1         | 0         | 0          | 0         | 0         |
| 346.57(4)(F) SPEEDING-35MPH OUTLYING DISTRICT - CITY        | 1          | 3          | 1          | 2         | 0         | 0          | 1         | 2         |
| 346.57(4)(E) SPEEDING 25 MPH HWY CITY/VILLAGE               | 20         | 12         | 7          | 8         | 8         | 10         | 11        | 4         |
| 346.57(3) DRIVING TOO FAST FOR CONDITIONS                   | 0          | 1          | 0          | 0         | 0         | 0          | 0         | 0         |
| 346.46(1) FAILURE TO STOP FOR STOP SIGN                     | 3          | 9          | 7          | 2         | 0         | 2          | 8         | 6         |
| 346.37(1) VIOLATION OF TRAFFIC CONTROL SIGNAL               | 0          | 1          | 0          | 0         | 1         | 0          | 0         | 0         |
| 346.34(1)(B) TURN VEH W/O PROPER SIGNAL                     | 1          | 0          | 0          | 0         | 0         | 0          | 0         | 1         |
| 346.34(1) FAILURE TO SIGNAL TURN/UNSAFE TURN                | 0          | 0          | 0          | 0         | 0         | 0          | 0         | 0         |
| 346.31(3) IMPROPER LEFT TURN                                | 1          | 1          | 0          | 0         | 0         | 0          | 0         | 0         |
| 346.31(2) IMPROPER RIGHT TURN                               | 0          | 0          | 2          | 0         | 0         | 0          | 1         | 0         |
| 346.18(2) FAILURE YIELD RIGHT OF WAY MAKING LEFT TURN       | 0          | 0          | 0          | 1         | 0         | 1          | 0         | 0         |
| 346.14(1m) AUTOMOBILE FOLLOWING TOO CLOSELY                 | 0          | 0          | 1          | 0         | 0         | 0          | 1         | 0         |
| 346.13(3) DEVIATE FROM DESIGNATED LANE                      | 0          | 0          | 0          | 0         | 1         | 0          | 0         | 0         |
| 346.13(1) UNSAFE LANE DEVIATION                             | 2          | 0          | 0          | 0         | 0         | 2          | 1         | 0         |
| 346.09(3) PASSING IN NO PASSING ZONE                        | 0          | 0          | 0          | 0         | 0         | 1          | 0         | 0         |
| 346.05(1) OPERATE LEFT OF CENTER LINE                       | 0          | 0          | 0          | 0         | 0         | 0          | 0         | 0         |
| 346.04(2) DRIVING AGAINST TRAFFIC (ONE WAY STREET)          | 0          | 0          | 0          | 0         | 0         | 0          | 0         | 0         |
| 343.44(1)(a) 001 OPERATING AFTER SUSPENSION                 | 1          | 1          | 0          | 0         | 1         | 1          | 0         | 0         |
| 343.43(1)(d) VIOLATE GDL RESTRICTIONS                       | 0          | 1          | 0          | 0         | 0         | 0          | 0         | 0         |
| 343.22(1) FAIL/NOTIFY DMV OF ADDRESS/NAME CHANGE            | 0          | 0          | 0          | 0         | 0         | 1          | 0         | 0         |
| 343.05(3)(a) OPERATE W/O VALID LICENSE                      | 2          | 0          | 0          | 0         | 0         | 0          | 0         | 0         |
| 342.15(5) FAILURE TO TRANSFER VEHICLE TITLE                 | 0          | 0          | 0          | 0         | 0         | 0          | 1         | 0         |
| 341.62 DISPLAY FALSE VEHICLE REGISTRATION PLATE             | 1          | 0          | 0          | 0         | 0         | 0          | 0         | 0         |
| 341.61(2) DISPLAY UNAUTH. VEH. REGISTRATION PLATE           | 2          | 1          | 0          | 0         | 0         | 0          | 0         | 1         |
| 341.15(3)(A) IMPROPER DISPLAY/PLATES (NO PLATES)            | 0          | 0          | 0          | 0         | 1         | 0          | 0         | 0         |
| 341.15(2) IMPROPERLY ATTACHED LICENSE PLATES                | 2          | 0          | 0          | 1         | 0         | 0          | 1         | 0         |
| 341.15(1) FAIL/DISPLAY VEHICLE LICENSE PLATES               | 4          | 2          | 2          | 1         | 0         | 0          | 0         | 1         |
| 341.03(1) OPERATE AFTER VEH REV/SUSP OF REGISTRATION        | 1          | 1          | 2          | 1         | 0         | 0          | 0         | 0         |
| 347.07(2)(B) OPERATE VEHILCE W/NONRED TAILLIGHTS            | 1          | 0          | 0          | 0         | 0         | 0          | 2         | 0         |
| 347.07(2)(A) OPERATE VEHICLE W/NONWHITE HEADLIGHTS          | 0          | 0          | 0          | 1         | 0         | 0          | 0         | 0         |
| 347.06(3) UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS            | 14         | 20         | 7          | 9         | 4         | 6          | 3         | 4         |
| 347.06(1) OPER W/O REQUIRED LAMP LIGHTED                    | 9          | 2          | 3          | 1         | 0         | 6          | 3         | 3         |
| 23.33(4)(D) ATV ON ROADWAY                                  | 0          | 0          | 0          | 0         | 0         | 0          | 0         | 1         |
| 346.89(1) INATTENTIVE DRIVING                               | 1          | 0          | 0          | 0         | 0         | 0          | 1         | 0         |
| <b>FIELD WARNING Totals</b>                                 | <b>179</b> | <b>124</b> | <b>108</b> | <b>85</b> | <b>57</b> | <b>101</b> | <b>10</b> | <b>72</b> |
| <b>Totals</b>   | <b>179</b> | <b>124</b> | <b>108</b> | <b>85</b> | <b>57</b> | <b>101</b> | <b>10</b> | <b>72</b> |

## Municipal Citations 2022

|   | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | Totals |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| ORDINANCE   |     |     |     |     |     |     |     |     |     |     |     |     |        |
| 10-1-15(I) VISION CLEARANCE AT DRIVEWAY   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 1      |
| 9-7-2 CHRONIC NUISANCES PROHIBITED  | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 1      |
| 9-1-4 W/INJ DISORDERLY CONDUCT WITH INJURY  | 0   | 1   | 1   | 1   | 0   | 2   | 0   | 0   | 1   | 2   | 0   | 0   | 8      |
| 9-1-4 W/O INJ DISORDERLY CONDUCT WITHOUT INJURY   | 5   | 0   | 0   | 2   | 0   | 2   | 2   | 0   | 6   | 5   | 4   | 1   | 27     |
| 9-1-2(E)(3) POSSESS ANY ELECTRONIC SMOKING DEVICE UNDER 18                                    | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 9-1-1 947.0125(2)(B) UNLAWFUL USE OF COMPUTERIZED COMMUNICATION-HARRASSMENT                   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 9-1-1 947.0125(3)(C) UNLAWFUL USE OF COMPUTERIZED COMMUNICAITON-HARASSMENT                    | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 1   | 3      |
| 9-2-10(C) CONTRIBUTE TO TRUANCY   | 1   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 3   | 7      |
| 9-1-3 (2) 120.12(20) SMOKING ON SCHOOL PROPERTY PROHIBITED                                    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 1      |
| 6-1-1 POSSESSION/CONSUMPTION BY UNDERAGE  | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |
| 9-6-4/OWNERS RESPONSIBILITY OF OWNERS FOR MAINTENANCE/CONTROL INSECTS/RODENTS AND OTHER PESTS | 0   | 0   | 0   | 1   | 0   | 1   | 13  | 4   | 1   | 3   | 1   | 3   | 27     |
| 9-2-13 POSSESSION OF DRUG PARAPHERNALIA   | 1   | 0   | 4   | 2   | 2   | 0   | 2   | 0   | 0   | 4   | 2   | 0   | 17     |
| 9-2-12 POSSESSION OF TETRAHYDROCANNABINOLS/8 GM OR LESS                                       | 2   | 0   | 1   | 1   | 1   | 0   | 3   | 0   | 1   | 5   | 2   | 0   | 16     |
| 8-2-4(B) ALL NIGHT PARKING PROHIBITED/WINTER PARKING  | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 9-3-4 DESTRUCTION OF NOXIOUS WEEDS  | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 1      |
| 6-1-1 125.07(4)(B) UNDERAGE DRINKING-POSSESS/CONSUMES   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 1   | 1   | 0   | 0   | 4      |
| 9-2-7 DISORDERLY CONDUCT WITH MOTOR VEHICLE (NOT IN PARK)                                     | 1   | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 9-1-2 (A) PURCHASE, POSSESSION OR USE OF TOBACCO PRODUCTS BY PERSON UNDER AGE 18              | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 1      |
| 9-1-1 947.012 DISORDERLY CONDUCT WITH TELEPHONE   | 0   | 0   | 0   | 0   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 9-1-1 947.01/WO INJ (DO NOT USE) DISORDERLY CONDUCT WITHOUT INJURY                            | 0   | 2   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 2      |
| 9-1-1 947.01/INJ (DO NOT USE) DISORDERLY CONDUCT WITH INJURY                                  | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1      |

|  |           |           |           |           |           |           |           |           |           |           |           |           |            |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 9-1-1 946.41 RESISTING OR OBSTRUCTING OFFICER            | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1          |
| 9-1-1 943.50(<\$10) RETAIL THEFT - UNDER \$10            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 0         | 3          |
| 9-1-1 943.50(>\$10) RETAIL THEFT - OVER \$10             | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 2         | 0         | 2          |
| 9-1-1 943.20 THEFT                                       | 0         | 2         | 1         | 0         | 0         | 1         | 0         | 0         | 0         | 2         | 1         | 0         | 7          |
| 9-1-1 943.13 CRIMINAL TRESPASS TO LAND                   | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 1         | 0         | 0         | 3          |
| 9-1-1 943.01(1) CRIMINAL DAMAGE TO PROPERTY              | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 2          |
| 9-2-10(B) HABITUAL TRUANCY                               | 6         | 5         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1         | 1         | 4         | 17         |
| 9-2-10(A) SIMPLE TRUANCY                                 | 2         | 2         | 1         | 0         | 0         | 2         | 0         | 0         | 1         | 0         | 0         | 1         | 9          |
| 9-1-1 167.10(3) USE OF FIREWORKS/POSSESSION OF FIREWORKS | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1          |
| 8-4-1(B) ABANDONMENT OF VEHICLES PROHIBITED              | 0         | 0         | 0         | 1         | 1         | 0         | 0         | 3         | 4         | 0         | 1         | 1         | 11         |
| 6-5-14 HARBORING VICIOUS ANIMALS                         | 0         | 0         | 1         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 1         | 3          |
| 6-5-8(D) FAILURE TO PAY FOR REDEEMED ANIMAL              | 1         | 1         | 5         | 0         | 0         | 2         | 1         | 0         | 0         | 0         | 0         | 0         | 10         |
| 6-5-7(A)(2)(B) DOG AT LARGE - OFF PREMISE                | 0         | 0         | 2         | 0         | 1         | 0         | 2         | 2         | 0         | 0         | 0         | 0         | 7          |
| 6-5-6 PENALTY FOR FAILURE TO OBTAIN RABIES SHOT          | 1         | 0         | 0         | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 2          |
| 6-5-1 DOG LICENSE  | 3         | 6         | 0         | 0         | 1         | 0         | 1         | 0         | 0         | 1         | 0         | 0         | 12         |
| 346.46(1) FAILURE TO STOP FOR STOP SIGN                  | 0         | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1          |
| 341.15(1) FAIL/DISPLAY VEHICLE LICENSE PLATES            | 0         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1          |
| <b>ORDINANCE Totals</b>                                  | <b>26</b> | <b>22</b> | <b>18</b> | <b>11</b> | <b>12</b> | <b>12</b> | <b>27</b> | <b>10</b> | <b>18</b> | <b>26</b> | <b>21</b> | <b>15</b> | <b>218</b> |
| <b>Totals</b>  | <b>26</b> | <b>22</b> | <b>18</b> | <b>11</b> | <b>12</b> | <b>12</b> | <b>27</b> | <b>10</b> | <b>18</b> | <b>26</b> | <b>21</b> | <b>15</b> | <b>218</b> |

## Traffic Citations 2022

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC Totals

| TRAFFIC   |   |   |   |   |   |   |   |   |   |   |   |   |    |
|---|---|---|---|---|---|---|---|---|---|---|---|---|----|
| 343.44(1)(b) 013 OPERATING WHILE REVOKED (FORFEITURE) | 3 | 1 | 1 | 0 | 0 | 0 | 3 | 2 | 0 | 2 | 2 | 1 | 15 |
| 341.04 NON-REGISTRATION OF VEHICLE                    | 0 | 0 | 0 | 0 | 1 | 3 | 1 | 0 | 1 | 0 | 1 | 0 | 7  |
| 346.18(3) FAIL/YIELD RIGHT/WAY FROM STOP SIGN         | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 3  |
| 346.87 UNSAFE BACKING OF VEHICLE                      | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 346.57(2) UNREASONABLE AND IMPRUDENT SPEED            | 0 | 1 | 0 | 1 | 2 | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 8  |
| 346.62(2) RECKLESS DRIVING-ENDANGER SAFETY            | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3  |
| 346.37(1)(C)1 001 VIOLATE RED TRAFFIC SIGNAL          | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2  |
| 341.04(1) 001 NON-REGISTRATION OF AUTO, ETC           | 5 | 7 | 4 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 20 |

|  |   |   |   |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|---|---|---|----|
| 346.57(2) 007 FAILURE TO KEEP VEHICLE UNDER CONTROL                                | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2  |
| 346.46 FAIL TO STOP/IMPROPER STOP AT STOP SIGN                                     | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2  |
| 346.63(1)(A) 001 OPERATING WHILE INTOX (2ND)                                       | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  |
| 346.63(1)(B) 019 OPERATING W/PAC (2ND)   | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.63(1)(A) 002 OPERATING WHILE INTOX (1ST)                                       | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1  |
| 344.62(2) OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE                             | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 344.62(1) 001 OPERATING MOTOR VEHICLE W/O INSURANCE                                | 7 | 6 | 5 | 1 | 3 | 1 | 0 | 2 | 2 | 2 | 2 | 2 | 33 |
| 343.44(1)(a) 004 OPERATING AFTER SUSPENSION (4TH+)                                 | 0 | 1 | 0 | 0 | 1 | 1 | 1 | 0 | 3 | 0 | 1 | 1 | 9  |
| 343.44(1)(a) 003 OPERATING AFTER SUSPENSION (3RD)                                  | 1 | 1 | 2 | 1 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 9  |
| 343.44(1)(a) 002 OPERATING AFTER SUSPENSION (2ND)                                  | 2 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 2 | 1 | 1 | 1 | 10 |
| 347.48(4)(AM) AGE 4 < 8 CHILD SAFETY RESTRAINT REQ CHILD AGE 4 YRS BUT UNDER AGE 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1  |
| 347.48(2M)(D) RIDE IN VEHICLE W/O WEARING SEAT BELT                                | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.675(1) 001 VEHICLE OWNER'S LIABILITY FOR FSA                                   | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 343.085(2m)(a)1 PROB LICENSEE OPER CLASS D VEH W/OTHER PERSON IN VEH               | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.67(1) 004 PROPERTY HIT & RUN - ATTENDED VEHICLE PROPERTY DAMAGE                | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 1 | 3  |
| 346.63(1)(AM) 001 OPER W/CONTROLLED SUBSTANCE                                      | 0 | 0 | 1 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 4  |
| 346.04(3) OPERATOR FLEE/ELUDE OFFICER  | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 3  |
| 346.935(3) OPEN INTOXICANTS OR NITROUS OXIDE IN MV BY DRIVER                       | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 347.48(2m)(b) SEATBELT - OPERATOR USE REQUIRED                                     | 0 | 0 | 4 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7  |
| 347.26(1) OPTIONAL LIGHTING EQUIP-DARKNESS-LAMPS TO COMPLY W/REQ.                  | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 347.14(1) OPERATE VEHICLE W/O STOPPING LIGHTS                                      | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1  |
| 346.80(5) BICYCLE ENTERING HWY/FYR TO MV   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1  |
| 346.70(1) 001 FAILURE TO NOTIFY POLICE OF ACCIDENT                                 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 4  |

|  |   |   |   |   |   |   |   |   |   |   |   |   |    |
|--|---|---|---|---|---|---|---|---|---|---|---|---|----|
| 346.69 HIT AND RUN<br>PROPERTY ADJACENT TO<br>HIGHWAY                            | 0 | 2 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 4  |
| 346.68 HIT AND RUN-<br>UNATTENDED VEHICLE  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 3  |
| 346.63(1)(B) CIR OWI-<br>OPERATE WITH PAC OVER<br>LEGAL LIMIT                    | 2 | 2 | 0 | 1 | 1 | 1 | 3 | 2 | 5 | 1 | 1 | 0 | 19 |
| 346.63(1)(B) ORD OWI -<br>OPERATE WITH PAC OVER<br>LEGAL LIMIT                   | 3 | 0 | 4 | 0 | 2 | 2 | 0 | 1 | 0 | 4 | 0 | 0 | 16 |
| 346.57(5) SPEEDING -<br>EXCEEDING ZONED &<br>POSTED LIMIT/HWY CONST              | 3 | 2 | 1 | 0 | 5 | 2 | 1 | 2 | 1 | 0 | 0 | 1 | 18 |
| 346.57(4)(E) SPEEDING 25<br>MPH HWY CITY/VILLAGE                                 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 5  |
| 346.46(1) FAILURE TO<br>STOP FOR STOP SIGN                                       | 0 | 1 | 1 | 0 | 1 | 2 | 1 | 1 | 0 | 3 | 0 | 0 | 10 |
| 346.39(1) FAILURE TO<br>STOP FOR FLASHING RED<br>SIGNAL                          | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 3  |
| 346.34(1) FAILURE TO<br>SIGNAL TURN/UNSAFE TURN                                  | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.19(1) FAIL YIELD<br>RIGHT OF WAY STOP FOR<br>EMERGENCY VEH.                  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1  |
| 346.18(2) FAILURE YIELD<br>RIGHT OF WAY MAKING<br>LEFT TURN                      | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 346.14(1m) AUTOMOBILE<br>FOLLOWING TOO CLOSELY                                   | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 346.13(3) DEVIATE FROM<br>DESIGNATED LANE  | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.13(1) UNSAFE LANE<br>DEVIATION   | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 6  |
| 346.09(3) PASSING IN NO<br>PASSING ZONE  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1  |
| 346.09(1) PASSING INTO<br>ONCOMING TRAFFIC                                       | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.07(2) UNSAFE<br>CUTTING IN WHEN PASSING                                      | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 346.05(1) OPERATE LEFT<br>OF CENTER LINE   | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1  |
| 346.04(1) FAILURE TO<br>OBEY OFFICER SIGN/SIGNAL                                 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 343.44(1)(b) OPERATING<br>WHILE REVOKED (REV DUE<br>TO ALC/CONT<br>SUST/REFUSAL) | 3 | 2 | 3 | 4 | 0 | 5 | 1 | 4 | 3 | 3 | 3 | 3 | 34 |
| 343.44(1)(a) 001<br>OPERATING AFTER<br>SUSPENSION                                | 1 | 4 | 4 | 0 | 1 | 0 | 0 | 0 | 1 | 1 | 2 | 0 | 14 |
| 343.43(1)(d) VIOLATE GDL<br>RESTRICTIONS   | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 343.05(3)(a) OPERATE W/O<br>VALID LICENSE  | 8 | 4 | 7 | 2 | 1 | 2 | 4 | 1 | 2 | 1 | 2 | 2 | 36 |
| 342.15(2) TRANSFEREE<br>FAIL/APPLY NEW TITLE                                     | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1  |
| 341.62 DISPLAY FALSE<br>VEHICLE REGISTRATION<br>PLATE                            | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1  |
| 341.61(2) DISPLAY<br>UNAUTH. VEH.<br>REGISTRATION PLATE                          | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2  |
| 341.03(1) OPERATE AFTER<br>VEH REV/SUSP OF<br>REGISTRATION                       | 1 | 1 | 4 | 0 | 0 | 2 | 0 | 0 | 1 | 2 | 0 | 0 | 11 |

|  |           |           |           |           |           |           |           |           |           |           |           |           |            |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 343.05(3)(b) OPERATE MOTORCYCLE W/O VALID LICENSE                    | 0         | 0         | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 2          |
| 347.413(1) NO TAMPERING W/IGNITION INTERLOCK DEVICE                  | 1         | 1         | 0         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 2         | 1         | 6          |
| 346.935(2) OPEN INTOXICANTS IN MOTOR VEHICLE BY PASSENGER/DRIVER     | 2         | 1         | 1         | 0         | 0         | 1         | 0         | 1         | 0         | 0         | 0         | 0         | 6          |
| 346.89(1) INATTENTIVE DRIVING  | 0         | 0         | 1         | 0         | 2         | 1         | 1         | 0         | 0         | 0         | 1         | 0         | 6          |
| 346.63(1)(A) CTY OPERATING A MOTOR VEHICLE WHILE INTOXICATED         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 1          |
| 346.63(1)(A) ORD OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE | 2         | 0         | 4         | 0         | 4         | 2         | 0         | 1         | 1         | 4         | 0         | 1         | 19         |
| 346.63(1)(A) CIR OPERATING A MOTOR VEHICLE WHILE UNDER THE INFLUENCE | 3         | 2         | 0         | 0         | 1         | 2         | 3         | 1         | 2         | 1         | 1         | 0         | 16         |
| <b>TRAFFIC Totals</b>  | <b>56</b> | <b>43</b> | <b>55</b> | <b>22</b> | <b>35</b> | <b>45</b> | <b>24</b> | <b>23</b> | <b>29</b> | <b>37</b> | <b>23</b> | <b>20</b> | <b>412</b> |
| <b>Totals</b>  | <b>56</b> | <b>43</b> | <b>55</b> | <b>22</b> | <b>35</b> | <b>45</b> | <b>24</b> | <b>23</b> | <b>29</b> | <b>37</b> | <b>23</b> | <b>20</b> | <b>412</b> |



### January 2022 Juvenile Arrests

| Statute           | Crime Code and Description  | Counts    | # of Arrests using Crime Code |
|-------------------|---|-----------|-------------------------------|
| 940.235(1) FAMILY | 13A   IMPEDE BREATHING BY PRESSURE ON THROAT OR NECK/FAMILY                           | 1         | 1                             |
| 943.20(3)(A)      | 23H   THEFT < \$2,500/PETTY   | 1         | 1                             |
| 948.055(1) 370    | 370   CAUSE CHILD TO VIEW/LISTEN TO SEXUAL ACTIVITY                                   | 1         | 1                             |
| 948.12(1M)        | 370   POSSESSION OF CHILD PORNOGRAPHY   | 2         | 1                             |
| 9-1-4 W/O INJ     | 90C   DISORDERLY CONDUCT WITHOUT INJURY   | 2         | 2                             |
| 944.20(1)(B)      | 90C   LEWD-LASCIVIOUS BEHAVIOR - EXPOSURE   | 1         | 1                             |
| 9-1-2(B)          | 90Z   SALE OR GIFT OF CIGARETTES, NICOTINE OR TOBACCO PRODUCTS TO PERSON UNDER 18 YOA | 1         | 1                             |
| 938.13(6)         | 90Z   HABITUAL TRUANCY  | 1         | 1                             |
| 948.075(1)(R)     | 90Z   USE COMPUTER TO FACILITATE CHILD SEX CRIME                                      | 2         | 1                             |
| <b>Totals:</b>    |   | <b>12</b> | <b>10</b>                     |

### January 2022 Adult Arrests

| Statute | Crime Code and Description | Counts | # of Arrests using Crime Code |
|---------|----------------------------|--------|-------------------------------|
|---------|----------------------------|--------|-------------------------------|



|                         |   |           |           |
|-------------------------|---|-----------|-----------|
| 940.19(1)               | 13B   BATTERY-SIMPLE  | 1         | 1         |
| 947.01(1) 13B           | 13B   DISORDERLY CONDUCT - SIMPLE ASSAULT                                     | 2         | 2         |
| 940.203(2) THREAT       | 13C   THREAT TO JUDGE/PROSECUTOR/LE OFFICER                                   | 1         | 1         |
| 943.20(1)(A)/FROM<br>MV | 23F   THEFT FROM MOTOR VEHICLE  | 2         | 2         |
| 943.01(1)               | 290   CRIMINAL DAMAGE TO PROPERTY   | 4         | 2         |
| 961.41(1M)(E)1          | 35A   POSSESS W/INTENT PCP, METHCATHINONE OR<br>AMPHETAMINE LESS THAN 3 GRAMS | 1         | 1         |
| 961.41(3G)(B)           | 35A   POSSESS OTHER SCHEDULE DRUG   | 2         | 2         |
| 961.41(3G)(E)           | 35A   POSSESS THC   | 2         | 2         |
| 961.41(3G)(G)           | 35A   POSSESS METHAMPHETAMINE   | 1         | 1         |
| 961.573(1)              | 35B   POSSESS DRUG PARAPHERNALIA  | 4         | 4         |
| 943.24(3)(a)            | 90A   ISSUE WORTHLESS CHECKS--ACCOUNT CLOSED                                  | 2         | 1         |
| 9-1-1 947.012           | 90C   DISORDERLY CONDUCT WITH TELEPHONE                                       | 1         | 1         |
| 947.01(1) 90C           | 90C   DISORDERLY CONDUCT - GENERAL  | 6         | 6         |
| 346.63(1)(A) ORD        | 90D   OPERATING A MOTOR VEHICLE WHILE UNDER THE<br>INFLUENCE                  | 2         | 2         |
| 948.21(2) FELONY        | 90F   NEGLECT CHILD   | 3         | 1         |
| 346.04(3)               | 90Z   OPERATOR FLEE/ELUDE OFFICER   | 1         | 1         |
| 346.57(2)               | 90Z   UNREASONABLE AND IMPRUDENT SPEED  | 1         | 1         |
| 346.69                  | 90Z   HIT AND RUN PROPERTY ADJACENT TO HIGHWAY                                | 1         | 1         |
| 51.15                   | 90Z   EMERGENCY DETENTION/MENTAL HEALTH                                       | 1         | 1         |
| 55.06                   | 90Z   PROTECTIVE PLACEMENT  | 1         | 1         |
| 6-5-1                   | 90Z   DOG LICENSE   | 2         | 2         |
| 939.05                  | 90Z   PARTIES TO CRIME  | 4         | 1         |
| 941.30(2)               | 90Z   2ND DEGREE RECKLESSLY ENDANGERMENT                                      | 1         | 1         |
| 946.41(1) RESIST        | 90Z   RESISTING AN OFFICER  | 1         | 1         |
| 946.49(1)(a)            | 90Z   BAIL JUMPING-MISDEMEANOR  | 4         | 4         |
| 946.49(1)(b)            | 90Z   BAIL JUMPING-FELONY   | 17        | 5         |
| 968.09(1)               | 90Z   WARRANT ON FAILURE TO APPEAR  | 1         | 1         |
| 973.10                  | 90Z   PROBATION HOLD  | 13        | 13        |
| <b>Totals:</b>          |   | <b>82</b> | <b>62</b> |

| 2022 Public Works/WWTP Tracking           |                                       | 2022           |                 |                     | 2021           |                 |                     |
|---|---------------------------------------|----------------|-----------------|---------------------|----------------|-----------------|---------------------|
|   |                                       | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> |
| <b>ENGINEERING 2022</b>                   |                                       |                |                 |                     |                |                 |                     |
|   | Landfill Leachate Pumpage (gallons)   | 592,084        | 396,631         | 988,715             | 573,075        | 639,849         | 1,212,924           |
|   | Precipitation                         | 0.20           | 0.83            | 1.03                | 1.60           | 0.80            | 2.40                |
|   | Number of Encumbrance property checks | 18             | 24              | 42                  | 20             | 35              | 55                  |
| <b>STREET DIVISION 2022 (Manhours)</b>    |                                       | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> |
|   | Work for Engineering                  |                |                 |                     |                |                 |                     |
|   | Shop/Vehicle Maintenance              | 911            | 330             | 1,240               | 476            | 302             | 778                 |
|   | Street Maintenance                    | 4              | 9               | 13                  | 38             | 30              | 67                  |
|   | Street Cleaning                       |                |                 |                     |                |                 |                     |
|   | Street Signs/Painting                 | 51             | 49              | 100                 | 63             | 58              | 121                 |
|   | Snow & Ice                            | 215            | 215             | 430                 | 227            | 253             | 480                 |
|   | PT Snowplowers                        |                |                 |                     | 219            | 98              | 317                 |
|   | Bridge - maintenance                  | 1              |                 | 1                   |                | 2               | 2                   |
|   | Old Dump/Landfill/River Sediment      |                |                 |                     |                |                 |                     |
|   | 17th Street Bridge opening            | 18             | 7               |                     | 13             | 10              | 23                  |
|   | Storm Sewers                          |                |                 |                     |                |                 |                     |
|   | Refuse/Garbage                        |                |                 |                     |                |                 |                     |
|   | Recycling/Leaf Collection             | 10             |                 | 10                  | 27             |                 | 27                  |
|   | Weed Cutting                          |                |                 |                     |                |                 |                     |
|   | Work for Others                       | 31             |                 | 31                  | 146            | 20              | 166                 |
|   | Special Events                        |                |                 |                     |                |                 |                     |
|   | Landfill Maintenance                  | 1              |                 |                     |                |                 |                     |
|   | Landfill Sampling                     | 1              |                 |                     |                |                 |                     |
|   | PBS Sewers                            | 7              | 7               | 14                  | 8              | 10              | 18                  |
|   | Salted Streets                        | 8              | 4               | 12                  |                | 9               | 9                   |
|   | Plowed all city streets               | 1              | 3               | 4                   |                | 4               | 4                   |
|   | Open 17th Street Bridge               | 46             | 36              | 82                  | 25             | 34              | 59                  |
| <b>WASTEWATER UTILITY 2022</b>            |                                       | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> | <u>January</u> | <u>February</u> | <u>Year-to-Date</u> |
|   | Wastewater Treated, Gallons           | 57,741,000     | 45,223,000      | 102,964,000         | 60,233,300     | 50,105,000      | 110,338,300         |
|   | MONTHLY AVERAGE: Daily Flow, Gallons  | 1,863,000      | 1,615,000       | 1,739,000           | 1,943,010      | 1,789,000       | 2,320,301           |
|   | MONTHLY AVERAGE: Daily BOD, Lbs.      | 4,466          | 4,097           | 4,282               | 4,273          | 5,161           | 4,156               |
| <b>Plant Discharges (MONTHLY AVERAGE)</b> |                                       |                |                 |                     |                |                 |                     |
|   | Biological Oxygen Demand (BOD), mg/l  | 9.4            | 8.10            | 8.75                | 8.90           | 9.6             | 9.25                |
|   | Suspended Solids, mg/l                | 6.7            | 5.20            | 5.95                | 8.00           | 7               | 7.50                |
|   | Ammonia, mg/l                         | 0.28           | 0.28            | 0.28                | 0.26           | 0.76            | 0.51                |
|   | Phosphorus, mg/l                      | 0.24           | 0.20            | 0.22                | 0.46           | 0.34            | 0.40                |
|   | Fecal Coliform, per 100ml             | 30             | 16.00           | 23                  | 19             | 19              | 19.00               |
|   | pH, Min (6.0)                         | 6.7            | 6.60            | 6.7                 | 6.8            | 6.8             | 6.80                |
|   | pH, Max (9.0)                         | 7.0            | 7.00            | 7.0                 | 7              | 7               | 7.00                |
| <b>Chemicals</b>                          |                                       |                |                 |                     |                |                 |                     |
|   | Polymer, Gallons                      | 88             | 88              | 176                 | 88             | 88              | 176                 |
|   | Ferric Chloride, Gallons              | 2,620          | 2,341           | 4,961               | 2,077          | 1,782           | 3,859               |
|   | Chemical Costs for the month          | \$ 10,717.20   | \$ 7,731.36     | \$ 18,448.56        | \$ -           | \$ -            | \$ -                |
|   | Mishicot Payment                      | \$ 5,439.42    | \$ 4,518.75     | \$ 9,958.17         | \$ 5,773.03    | \$ 4,878.28     | \$ 10,651.31        |
|   | Emergency call-ins                    | 4              | 2               | 6                   | 3              | 3               | 6                   |

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

- Project was bid February 23, with Essential Sewer & Water being the low bidder
- Project includes replacement of 50 lead water services, and adjacent sewer laterals

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

- City staff and consultant continue to work on project coordination
- Contract was bid June 2, with Superior Sewer & Water being the low bidder.
- Contractor began excavation work in mid January
- Expect excavation work completed in late February
- Restoration and storm sewer to be installed as weather permits

**Pine Tree Drive Lift Station**

- Project to rehabilitate existing sanitary lift station at 23rd & Pine Tree Drive
- Contract was bid April 29, with Advance Construction being the low bidder
- Contract work scheduled March, with about 3 week duration expected.

**17th Street Reconstruction**

- Limits from East Street to Zlatnik Drive, and East Park Street to Jefferson Street
- Project was bid on February 23, with low bid from Jossart Bros. Construction
- Project includes reconstruction of street and underground utilities (excluding sewer main from East Street to Zlatnik, as this is lined)
- Electric Dept is looking at costs to convert overhead power to underground facilities

**Pierce Ct Drainage**

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

**Shoreline Protection**

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

**Sidewalk Repair**

- Future contract(s) to be bid for additional sidewalk complaint areas, as marked in 2020.
- Staff is responding to additional complaints, for which notices have been sent to affected residents.
- Storm Lateral, and mini storm sewer work continues to be considered to help provide location for sump pump discharge, and reduce inflow into sanitary sewer.

**STREET DIVISION 2022**

17th St. Bridge Openings (36)

Televise Storm &amp; Sanitary Sewers As Needed

Hydro Vac Blue Heron Lift Station

Root Cutting Sanitary Sewers

PBS Sewers (7) - the City Line Was Open All 7

Biweekly/Monthly/Annual Sewers

Tree Trimming - Curb Lines/Sidewalks

Repair Barricades

Clean Concrete Equipment

Plow City Streets (3 times )

Plow/Salt City Lots/Sidewalks

Windrow/Pickup Snow (1)

Remove Snow From Corners And Curb Lines

Replace Many Worn Parts On Streets Sweeper

Repair Replace Street Signs

Fill Sand Barrels

Clean Area Around Sand/Salt Sheds For Inspection Week Of 2/28/22



**Two Rivers  
February 2022**

Prepared By: Patrick Murphy – MEUW Regional Safety Coordinator

---

## SAFETY REPORT

---

### **ACCOMPLISHMENTS**

**1. Training**

- Situational Awareness Two Rivers Fire
- Ergonomics and Office Safety

**2. Audits/Inspections**

No Inspections

**3. Compliance/Risk Management**

- Flammable cabinets ordered for DPW, working with team on first aid supplies/vendor

### **GOALS AND OBJECTIVES**

**1. Training**

- Bloodborne Pathogens and access to medical records

**2. Audits/Inspections**

- Set inspection calendar for 2022

**3. Compliance/Risk Management**

- Continue to promote good investigation and root cause analysis for all incidents
- Pre plan for 2022 objectives

Feb-22

# CITY OF TWO RIVERS

## ULTRAFILTRATION FACILITY MONTHLY OPERATING REPORT

### ULTRAFILTRATION MEMBRANE FACILITY PRODUCTION

|                                |            |           |
|--------------------------------|------------|-----------|
| TOTAL PRODUCTION               | 28,561,290 | GAL/MONTH |
| LESS BACKWASH WATER            | 4,271,540  | GAL/MONTH |
| WATER TO CITY                  | 24,289,750 | GAL/MONTH |
| MAX. DAILY WATER PRODUCTION    | 1,194,320  | GAL/DAY   |
| MIN. DAILY WATER PRODUCTION    | 758,490    | GAL/DAY   |
| AVERAGE DAILY WATER PRODUCTION | 1,020,050  | GAL/DAY   |

|                  |          |           |
|------------------|----------|-----------|
| TOTAL PRODUCTION | 28561290 | GAL/MONTH |
| WATER TO CITY    | 24289750 | GAL/MONTH |

### PUMP OPERATION

#### LOWLIFT PUMPS

| 1    | 2    | 3    |        |
|------|------|------|--------|
| 220  | 216  | 236  | HR/MO  |
| 7.86 | 7.71 | 8.43 | HR/DAY |

#### HIGHLIFT PUMPS

| 1 | 2 | 3     | 4    |        |
|---|---|-------|------|--------|
| 0 | 0 | 576   | 106  | HR/MO  |
|   |   | 20.57 | 3.79 | HR/DAY |

### CHEMICAL USAGE

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

#### USED FOR PRODUCTION ONLY

| POUNDS USED | PMG  | PPM  |
|-------------|------|------|
| 2146.5      | 0.09 | 0.00 |
| 2642.0      | 0.09 | 0.00 |
| 0.0         | 0.00 | 0.00 |
| 1148.0      | 0.00 | 0.00 |
| 637.5       | 0.02 | 0.00 |
| 0.0         | ---- | ---- |

### RESERVOIR OPERATIONS

HOURS OF OPERATION  
 PUMP HOURS PER MONTH

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

| HR/MONTH |        |           |           |
|----------|--------|-----------|-----------|
| PUMP 7   | PUMP 8 | PUMP 9    | TOTAL     |
| 336      | 0      | 336       | 672       |
|          |        | 6,362,000 | GAL/MONTH |
|          |        | 241,000   | GAL/DAY   |
|          |        | 220,000   | GAL/DAY   |
|          |        | 227,214   | GAL/DAY   |

REPORT PREPARED BY

Garret Wachowski / AB

DATE

3/3/2022

**Application for Temporary Class "B" / "Class B" Retailer's License**

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: April 28, 29, 30☐ Town ☐ Village ☒ City of Two RiversCounty of Manitowoc

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.at the premises described below during a special event beginning Time: 7:00 PM and ending Time: 11:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.**1. Organization** (check appropriate box) →☒ Bona fide Club☐ Church☐ Lodge/Society☐ Veteran's Organization☐ Fair Association or Agricultural Society☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.(a) Name Heart-A-Rama(b) Address 1676 Atlanta Circle Manitowoc WI 54220  
(Street) ☐ Town ☐ Village ☒ City(c) Date organized 1971

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Thomas Bartelme 1676 Atlanta Circle Manitowoc WIVice President Karen Schweitzer Olsen

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair:

phone number: Thomas Bartelme (920) 645-1787**2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**(a) Street number 1710 W. Park St. Two Rivers WI 54241

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

**3. Name of Event**(a) List name of the event Heart-A-Rama(b) Dates of event April 28, 29, 30 May 5, 6, 7**DECLARATION**

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Thomas Bartelme 2/27/2022 Heart-A-Rama  
(Signature / Date) (Name of Organization)Date Filed with Clerk 3/14/22Date Reported to Council or Board 3/21/22

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



Office of City Clerk  
1717 East Park Street  
Post Office Box 87  
Two Rivers WI 54241-0087  
Telephone . . . . . 920/793-5526  
FAX . . . . . 920/793-5512

NOTE:

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

\* \* \* \* \*

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

Heart-A-Rama  
Organization

Thomas Butcher  
By

2/27/2022  
Date



## Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$10.00

Application Date: May 5, 6, 7 2022

☐ Town ☐ Village ☒ City of Two Rivers

County of Manitowoc

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning Time: 7:00 PM and ending Time: 11:00 PM and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Veteran's Organization

☐ Fair Association or Agricultural Society

☐ Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Heart-A-Rama

(b) Address 1676 Atlanta Circle Manitowoc WI 54220  
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1971

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☒

(f) Names and addresses of all officers:

President Thomas Bartelme 1676 Atlanta Circle Manitowoc WI

Vice President Karen Schweitzer Olsen

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Thomas Bartelme

phone number: (920) 645-1787

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 1710 W Park St. Two Rivers WI 54241

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Yes All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Heart-A-Rama

(b) Dates of event April 28, 29, 30 May 5, 6, 7

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Thomas Bartelme 2/27/2022  
(Signature / Date)

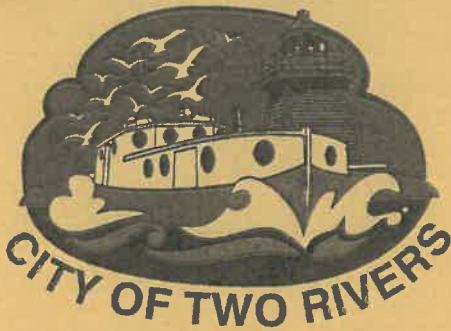
Heart-A-Rama  
(Name of Organization)

Date Filed with Clerk 3/14/22

Date Reported to Council or Board 3/21/22

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



Office of City Clerk  
1717 East Park Street  
Post Office Box 87  
Two Rivers WI 54241-0087  
Telephone . . . . . 920/793-5526  
FAX . . . . . 920/793-5512

NOTE:

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

\* \* \* \* \*

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

Heart-A-Rama  
Organization

Thomas Backlund  
By

4/27/2027  
Date



**TWO  
RIVERS**  
WISCONSIN

Section 10, Item E.

## LAND DEVELOPMENT APPLICATION

APPLICANT Scott Anderson TELEPHONE \_\_\_\_\_

MAILING ADDRESS 6175 Rawley Rd Two Rivers WI 54241  
(Street) (City) (State) (Zip)

PROPERTY OWNER Same as above TELEPHONE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_  
(Street) (City) (State) (Zip)

### REQUEST FOR:

- |  |  |
|--|--|
| <input type="checkbox"/> Comprehensive Plan Amendment      | <input type="checkbox"/> Conditional Use           |
| <input type="checkbox"/> Site/Architectural Plan Approval  | <input type="checkbox"/> Annexation Request        |
| <input type="checkbox"/> Subdivision Plat or CSM Review    | <input type="checkbox"/> Variance/Board of Appeals |
| <input checked="" type="checkbox"/> Zoning District Change | <input type="checkbox"/> Other                     |

STATUS OF APPLICANT: ☒ Owner ☐ Agent ☐ Buyer ☐ Other

PROJECT LOCATION 2910 Lincoln Ave TYPE OF STRUCTURE Commercial ↓ res ↑

PRESENT ZONING D-1 REQUESTED ZONING R-3

PROPOSED LAND USE residential

PARCEL # 138-013-012-4 ACREAGE 0.29 + 1-

LEGAL DESCRIPTION Leclair's Add Lts 1 & 2 Bk 13 exc N 50' (aka Tr 3 of CSM Vg P 199) also N 30' of ady val 29 5+  
**NOTE: Attach a one-page written description of your proposal or request.**

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

Signed \_\_\_\_\_  
(Property Owner)

Date 2/16/22

### Fee Required

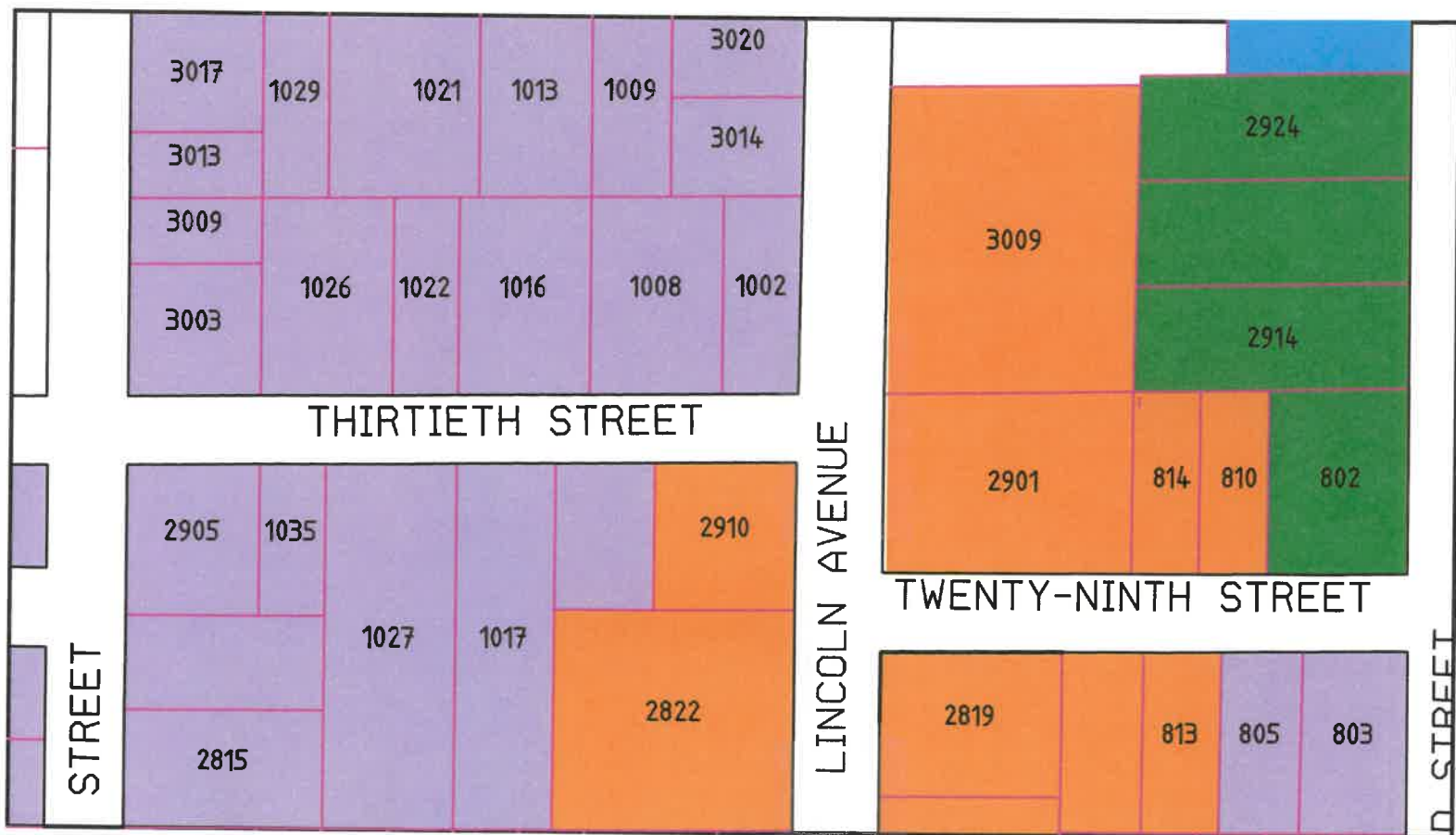
- \$ 350 Comprehensive Plan Amendment
- \$ t/b/d Site/Architectural Plan Approval (Listed in Sec 1-2-1)
- \$ t/b/d CSM Review (\$10 lot/\$30 min)
- Subdivision Plat (fee to be determined)
- \$ 350 Zoning District Change
- \$ 350 Conditional Use
- \$ t/b/d Annexation Request (State Processing Fees Apply)
- \$ 350 Variance/Board of Appeals
- \$ t/b/d Other

### Schedule

- Application Submittal Date 02-16-22
- Date Fee(s) Paid 02-16-22
- Plan(s) Submittal Date na
- Plan Comm Appearance 03-14-22

\$ 350 TOTAL FEE PAID

APPLICATION, PLANS & FEE RECEIVED BY VA



# LEGEND

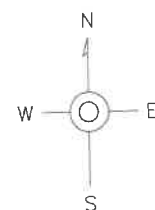
District Zoning Map 2020  
Zoning as of January 1, 2020

## Residential Districts

- R-1 1-Family Residential
- R-2 1-2 Family Residential
- R-3 1-2 Family Residential
- R-4 Multi-Family Residential
- CSD Conservation Subdivision District
- PUD Planned Unit Development
- PDD Planned Development District
- TND Traditional Neighborhood Development

## Business Districts

- B-1 Business District
- B-2 Business District
- B-3 Business District
- IPF Institutional/Public Facilities District
- OSB Office Service Business District
- WFB Waterfront Business District



**DRAFT**

## ORDINANCE

**AN ORDINANCE** to amend the District Map of the City of Two Rivers, Wisconsin, made part of Section 10-1-3(a)(1) of the Municipal Code:

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That the District Map of the City of Two Rivers, Wisconsin, made a part of Section 10-1-3(a)(1) of the Municipal Code be and the same is hereby amended in the following respects:

Lots 1 and 2, Block 12, excluding the North 50 feet (a/k/a Tract 3 of Certified Survey Map, Volume 9, Page 199), also the North 30 feet of adjacent vacated 29th Street, LeClair's Addition in the City of Two Rivers, Manitowoc County, Wisconsin

is hereby zoned R-3 Single and Double Family Residence District.

The above-described property contains 0.29 acres of land, more or less.

**SECTION 2.** This ordinance shall take effect and be in force from and after its date of passage and publication.

Dated this 4th day of April, 2022.

\_\_\_\_\_  
Adam Wachowski  
President, City Council

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

Attest:

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

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney



## ORDINANCE

**AN ORDINANCE** to amend Municipal Code Sections 10-1-20, 10-1-21 and 10-1-22, the R-1, R-2, R-3 and R-4 Residential Zoning Districts to amend the regulations related to side yard requirements.

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That Section 10-1-20C(1) of the Municipal Code shall hereby be amended as follows:

C. Side yards. There shall be a side yard on each side of a building.

(1) The sum of the widths of the required side yards shall be as follows:

| Lot Width<br>(feet) | Total Side Yard Width              | Minimum Side<br>Yard Width<br>(feet) |
|---------------------|------------------------------------|--------------------------------------|
| Less than 76        | 15 feet                            | 7                                    |
| 76 to 80            | 16 feet or 25%, whichever is least | 8                                    |
| 81 to 85            | 17 feet or 25%, whichever is least | 8                                    |
| 86 to 90            | 20 feet or 25%, whichever is least | 8                                    |
| 91 to 95            | 23 feet or 25%, whichever is least | 8                                    |
| More than 95        | 25 feet or 25%, whichever is least | 8                                    |

and to renumber subsequent sections as appropriate.

**SECTION 2.** That Section 10-1-21C(1) of the Municipal Code shall hereby be amended as follows:

C. Side yards. There shall be a side yard on each side of a building.

(1) The sum of the widths of the required side yards shall be as follows:

| Lot Width<br>(feet) | Total Side Yard Width             | Minimum Side<br>Yard Width<br>(feet) |
|---------------------|-----------------------------------|--------------------------------------|
| Less than 67        | 15 feet or 25%, whichever is less | 6                                    |
| 67 to 75            | 16 feet or 25%, whichever is less | 6                                    |
| More than 75        | 20 feet 25% of lot width          | 6                                    |

**SECTION 3.** That Section 10-1-22C(1) of the Municipal Code shall hereby be amended as follows:

C. Side yards. There shall be a side yard on each side of a building.

(1) The sum of the widths of the required side yards shall be as follows:

| Lot Width<br>(feet) | Total Side Yard Width        | Minimum Side<br>Yard Width<br>(feet) |
|---------------------|------------------------------|--------------------------------------|
| 40 to 45            | 10 feet                      | 5                                    |
| 46 to 70            | 15 feet                      | 6                                    |
| More than 70        | 20 feet 25% of the lot width | 6                                    |

**SECTION 4.** That Section 10-1-23C of the Municipal Code shall hereby be amended as follows:

C. Side yards. There shall be a side yard on each side of a building. ~~The total side yard shall be 30% of the lot width for a one-story building with a minimum side yard requirement of 50% of the total side yard.~~

(1) The sum of the widths of the required side yards shall be as follows:

| <i>Lot Width (feet)</i> | <i>Total Side Yard Width</i> | <i>Minimum Side Yard Width (feet)</i> |
|-------------------------|------------------------------|---------------------------------------|
| <i>Less than 200</i>    | <i>30 feet</i>               | <i>15</i>                             |
| <i>200 to 400</i>       | <i>50 feet</i>               | <i>15</i>                             |
| <i>More than 400</i>    | <i>70 feet</i>               | <i>15</i>                             |

(2) For any building over two stories there will be an increase in each side yard of five feet per story.

**SECTION 5.** This ordinance shall take effect and be in force from and after its date of passage and publication of same.

Dated this 4th day of April, 2022.

\_\_\_\_\_  
Adam Wachowski  
President, City Council

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

Attest:

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

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney



DRAFT

MARCH 16, 2022

TAX INCREMENTAL FINANCING AND CASH GRANT AND DEVELOPER'S  
PERFORMANCE AGREEMENT

RE: MULTI-FAMILY DEVELOPMENT BY 3000 FOREST AVE LLC AT 3000 FOREST  
AVENUE, CITY OF TWO RIVERS, WISCONSIN

This TAX INCREMENTAL FINANCING CASH GRANT AND DEVELOPER'S PERFORMANCE AGREEMENT (this "**Agreement**") is entered into as of the [ ] day of March, 2022 (the "**Effective Date**"), by and between THE CITY OF TWO RIVERS, WISCONSIN, a Wisconsin municipal corporation (the "**City**"), having offices located at 1717 East Park Street, Two Rivers, Wisconsin 54241, and 3000 FOREST AVE LLC, a Wisconsin limited liability company, having offices at 2201 S. Oneida Street, Suite 8 Green Bay, WI 53404 ("**Developer**").

WITNESSETH:

**WHEREAS**, Developer has entered into agreements to purchase two parcels of real property located on Forest Avenue in the City of Two Rivers, Wisconsin, which are described in **Exhibit A** attached hereto (the "**Development Site**"); and

**WHEREAS**, the City Council has adopted by the resolution dated July 12, 2021 Tax Incremental District (TID) No. 15 Project Plan ("**TID 15 Project Plan**"), to eliminate blight, encourage redevelopment of the Development Site and assist with expenditures within one-half mile of TID 15; and

**WHEREAS**, Developer has proposed to construct the "**Project**" described herein on the Development Site and has represented, and hereby affirms, that the Project is contingent upon certain "**City Assistance**" described herein; and

**WHEREAS**, the City Council has, by adopting the TID 15 Project Plan, determined that such City Assistance is necessary for the development of the Project to occur; and

**WHEREAS**, Section 66.1105 Wis. Stats., authorizes the City to incur project costs in the discretion of its City Council, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans; and

**WHEREAS**, the City believes that the Project, more fully described in this Agreement, will promote the revitalization and economic stability of the City.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. PRELIMINARY MATTERS**

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

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

- (1) **"Annual Cost of Funds Payment"** means \$47,755. Such amount is the City's good faith estimate of its cost of funds for providing the Developer Grant, assuming a 20-year borrowing at 4.0% annual interest.
- (2) **"Available Tax Increment"** means, for any given Revenue Year, an amount equal to: (a) the Tax Increment; minus (b) any past-due Shortfall Payment amounts (or unpaid interest owed on any Shortfall Payment) as of January 1 of such Revenue Year. In the event of a negative number, the Available Tax Increment for such Revenue Year shall be \$0.
- (3) **"Base Taxes"** means the real property taxes payable for Tax Year 2022 based on the assessed value of the Development Site as of January 1, 2022.
- (4) **"City Assistance"** means the Developer Grant and the TIF Grant, all as more particularly described herein.
- (5) **"Clawback Payment"** means the amount payable by the Developer to the City as provided in Section 2.A. iii of this Agreement.
- (6) **"Development Site"** is defined in the Recitals above.
- (7) **"Developer Grant"** means a developer grant from TID 15, in the amount not to exceed Six Hundred and Fifty Thousand Dollars (\$650,000) as described herein.
- (8) **"Guaranteed Revenue"** means, for Revenue Year 2024 through Revenue Year 2048, annual receipt by the City of net property taxes attributable to the Development Site equal to the sum of (i) the Base Taxes PLUS (ii) the Annual Cost of Funds Payment. The parties agree that the Guaranteed Revenue bears a rational relationship with the City's estimated costs in connection with this Agreement. The Annual Cost of Funds Payment portion of the Guaranteed Revenue is only applicable until the City has been made whole for the Developer Grant, taking into account the City's borrowing cost.
- (9) **"Memorandum"** means a short form memorandum of this Agreement recorded in the real estate records. The parties agree that the form of memorandum attached hereto as Exhibit B is acceptable to both parties.
- (10) **"Minimum Construction Value"** means \$6,500,000.
- (11) **"Mortgage"** means a mortgage of the Development Site by Developer to secure the Shortfall Payment and Clawback Payment in the form attached hereto as Exhibit C.
- (12) **"Private Financing"** shall mean funding available to Developer for purposes of constructing the Project, from equity investors, conventional loan financing through a financial institution licensed to do business in the State of Wisconsin and any other

non-City sourced construction financing, as well as permanent phase financing to take-out any sources of financing limited to the construction-phase of the Project.

(13) **"Project"** means the construction of the Multi-family Development on the Development Site, along with related site improvements, including parking facilities and landscaped areas, on the Development Site, substantially consistent with the preliminary site plan attached hereto as **Exhibit D**.

(14) **"Project Commencement Deadline"** means May 1, 2022.

(15) **"Project Completion"** means the date on which the Project has been substantially completed in accordance with the plans and specifications previously approved by the City, except for minor punchlist items. Substantial completion shall include certification by the Project architect of substantial completion and full authorization for occupancy of the building(s) by the City's building inspector.

(16) **"Project Completion Deadline"** means October 1, 2024.

(17) **"Project Cost Breakdown"** means a current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the applicable phase of the Project in accordance with the Project plans. The Project Cost Breakdown shall also include Developer's proposed source(s) of funds.

(17) **"Project Plan"** means the Project Plan for Tax Incremental District 15, as adopted by the Joint Review Board and City Council. (18) **"Revenue Year"** means any calendar year in which the City is reasonably expected to receive the revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2023 is the Revenue Year for the 2022 Tax Year based on the real estate valuation as of January 1, 2022.

(19) **"Shortfall Payment"** means a payment, if any, to be made by Developer to the City, in the amount of the shortfall of the actual net property taxes received by the City as compared with the Guaranteed Revenue amount for any Revenue Year. The Shortfall Payment is only applicable in Revenue Years 2024 through 2048.

(20) **"Shortfall Payment Deadline"** means June 1 of each Revenue Year.

(21) **"Tax Increment"** means, for any given Revenue Year, an amount equal to: (a) the total gross real property taxes paid with respect to the Project and actually received and retained by the City in such Revenue Year, but excluding any Shortfall Payments; minus (b) the Guaranteed Revenue for such Revenue Year (or in the event Guaranteed Revenue is not applicable for such Revenue Year, then the Base Taxes). In the event of a negative number, the Tax Increment for such Revenue Year shall be \$0.

(22) **"Tax Year"** means each calendar year for which real and personal property taxes are levied.

(23) ***“TIF Grant”*** means a “pay as you go” grant of the Available Tax Increment for development of the Project in the amount of Six Hundred and Fifty Thousand Dollars (\$650,000). Interest on the unpaid balance of the TIF Grant shall accrue commencing on April 1, 2022 at the rate of two percent (2.0%) annual simple interest; provided, however, that no such interest shall accrue during any uncured default by Developer.

(24) ***“TIF Grant Installment Amount”*** for each Revenue Year (commencing in Revenue Year 2023) means the Available Tax Increment for such Revenue Year which has been appropriated by the City Council to payment of the TIF Grant or interest on the TIF Grant; provided, however, that in no event shall the cumulative total of all such TIF Grant Installment Amount payments exceed the total TIF Grant plus applicable interest.

(25) ***“TIF Grant Payment Deadline”*** means December 1, 2024, for Revenue Year 2024, and on each anniversary thereof for each subsequent Revenue Year.

**C. Effectiveness of this Agreement.** This Agreement shall be effective and its terms binding upon the occurrence of all of the following (collectively, the ***“City Approvals”***): the City Council, shall have: (a) approved this Agreement; (b) created TID 15; (c) adopted the Project Plan; and (d) approved or authorized the other transactions contemplated herein, and all other agreements and/or transactions that require approval by the City. All of the City’s obligations under this Agreement are contingent upon the occurrence of all of the City Approvals and the City shall have no obligation to make the Developer Grant or the TIF Grant if all City Approvals have not occurred. In the event the City Approvals have not been received by the Project Commencement Deadline, this Agreement shall automatically terminate.

## **2. OBLIGATIONS OF THE CITY**

### **A. Developer Grant**

(i) The City, by approving the TID 15 Project Plan, supports the intended purpose for TID 15 which is the elimination of blight and the redevelopment of the Development Site. Eligible project costs identified in the TID 15 Project Plan include a developer cash grant to assist with the construction costs of multi-family housing on the Development site.

(ii) The City hereby agrees to provide the Developer with a cash grant in the amount of \$650,000 from TID 15, (the Developer Grant as defined above). Subject to the Developer's continued compliance with all terms and conditions herein, the City shall disburse the Developer Grant to Developer in four installments, upon written request by Developer to the City and upon the satisfaction of the conditions identified below.

Upon satisfaction of the following Conditions a. through h. below., Developer may request, and City shall pay Developer \$200,000 of the Developer Grant

a. Developer shall have acquired fee simple title to each parcel of the Development Site;

b. Developer shall have obtained and closed on all financing, including all Private Financing, for the construction of the Project;

c. Developer shall have provided a complete and accurate Project Cost Breakdown to the City and proforma;

d. Developer shall have obtained all necessary consents, permits, and approvals, including, but not limited to, zoning and plan approval and building permits, required by the City or any other governmental entity having jurisdiction over the Project;

e. Developer shall have demolished and cleared the building that is currently on the Development Site;

f. Developer shall have completed installation of footings and foundations for Building 1, and said footings and foundations shall have passed inspection by the City's Building Inspector;

g. Developer shall have recorded the Memorandum and Mortgage with respect to each parcel that constitutes the Development Site;

h. Developer shall have provided satisfactory documentation of all of the foregoing to the City, as determined by the City in its sole discretion.

Contingent upon Developer having met conditions a. through h. above, Developer shall be eligible to request, and City shall pay, the following payments comprising the balance of the Developer Grant:

- a. \$125,000 when Building 1 is completed and ready for occupancy and Developer has provided the City with documentation satisfactory to the City, showing that all costs associated with the construction of Building 1 have been paid and waivers or releases of contractor liens associated with such construction have been obtained;
- b. \$125,000 following installation of footings and foundations for Building 2 and after such footings and foundations have passed inspection by the City's Building Inspector;
- c. \$200,000 when Building 2 is completed and ready for occupancy and Developer has provided the City with documentation satisfactory to the City, showing that all costs associated with the construction of Building 2 have been paid and waivers or releases of contractor liens associated with such construction have been obtained.

(iii) If Project Completion is not achieved on or prior to the Project Completion Deadline, or if the Project is not constructed in substantial compliance, as determined by the City in its sole discretion, with the plans and specifications that Developer provided to the City pursuant to this Agreement or the consents, approvals or

permits issued by any governmental authority with respect to the construction of the Project, then the City may withhold any payments not yet made to Developer under the Developer Grant and may also demand payment from the Developer of the entire amount of the Developer Grant paid to the Developer. Developer shall pay such “Clawback Payment” to the City within ten (10) days after such demand. The City’s right to the Clawback Payment shall survive the termination of this Agreement, the transfer of the Development Site, or any portion thereof, or the assignment of this Agreement.

## **B. TIF Grant.**

(i) Provided that: (a) Developer is not in default of its obligations under this Agreement; (b) Project Completion was achieved on or prior to the Project Completion Deadline; and (c) the Project is constructed in substantial compliance, as determined by the City in its sole discretion, with the plans and specifications that Developer provided to the City pursuant to this Agreement and the consents, approvals or permits issued by any governmental authority with respect to the construction of the Project, the City shall pay to Developer the TIF Grant in installments each Revenue Year beginning in 2024 based on the Available Tax Increment for such Revenue Year and subject to the terms and conditions below and in the remainder of this Agreement.

(ii) The TIF Grant shall be payable solely from each Available Tax Increment which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to payment of the TIF Grant. The TIF Grant (plus any applicable interest) shall be payable in annual installments on or before the TIF Grant Payment Deadline of each Revenue Year, commencing with Revenue Year 2024 (based on the Available Tax Increment generated in 2023) and on each TIF Grant Payment Deadline thereafter (based on Available Tax Increment generated in the immediately preceding Tax Year) in an amount equal to the TIF Grant Installment Amount for the respective Revenue Year; provided, however, that the City may, at its option and in its sole discretion, prepay the TIF Grant in whole or in part at any time. If the total TIF Grant Installment Amount payments have been insufficient to pay the full TIF Grant (plus any applicable interest) after the scheduled installment payable on or before the TIF Grant Payment Deadline in Revenue Year 2043 (based on the Available Tax Increments generated in 2042), then the TIF Grant and all interest shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and Developer shall have no right to receive any additional payments. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the TIF Grant and any applicable interest. All Tax Increments received by the City which are not appropriated to pay the TIF Grant may be used by the City for any legally permitted purpose, in its sole discretion.

(iii) As stated above, the application of Available Tax Increments to payment of the TIF Grant each year is subject to future annual appropriation by the City Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increment will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of

Available Tax Increments to be paid to Developer. Any Tax Increment which is not appropriated and allocated toward the Available Tax Increment may be used by the City for any legally permitted purpose, in its sole discretion.

**C. No Additional Assistance.** Developer understands and agrees that the City's assistance with the Project is limited to the City Assistance and other matters expressly provided herein. Developer shall be responsible for and shall pay directly any and all other costs associated with the development, construction and operation of the Project.

### **3. OBLIGATIONS OF DEVELOPER**

**A. Securing Private Financing.** Developer shall secure all necessary Private Financing for the Project (including a firm commitment for permanent take-out financing for any construction financing), as defined herein, not later than the Project Commencement Deadline, and shall provide proof of such financing to the City along with the Project Cost Breakdown. For reference, Developer's preliminary Project budget is attached hereto as **Exhibit D**.

#### **B. Construction and Operation of the Project.**

(i) In addition to the Site and Architectural Plan Approval by the City's Plan Commission as provided in Section 11-1-10-C of City Ordinances, final design and site plans for the Project are subject to review and approval by the City Council, prior to issuance of the building permit for the Project.

(ii) Developer shall: (a) promptly and reasonably proceed to contract with a general contractor approved by the City in its reasonable discretion to commence construction of the Project following the approvals described in this Agreement; (b) subject to the force majeure provisions contained herein, achieve Project Completion in a manner consistent with this Agreement and with all federal, state and local plan approvals; and (c) the Project shall a multi-family residential development as described herein no later than the Project Completion Deadline.

(iii) Developer shall expend a minimum of \$6,500,000 on the Project including without limitation land acquisition and preparation, building construction and site improvements, and fixtures, furnishings and equipment and shall provide the City with documentation reasonably acceptable to the City of all Project construction costs, including construction lien waivers.

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



(v) After Project Completion, the Project shall be a market rate multi-family development and the Developer shall not modify the use of the Project without the City's prior written consent. Developer shall maintain the physical condition of the Project and the Property in a reasonable manner. Developer shall not change the design of the project without the City's prior review. This subsection shall be in effect until the completion of the Guaranteed Revenue requirement.

**C. Payment of Annual Property Taxes; Shortfall Payment.** The parties hereto anticipate that the Project and the Development Site will be subject to property taxes, and Developer agrees to pay property taxes on the Project and the Development Site in a timely manner. In the event that the City does not receive the full Guaranteed Revenue amount for any applicable Tax Year, then Developer shall make any applicable Shortfall Payment no later than the Shortfall Payment Deadline of such Revenue Year. Such Shortfall Payments shall be required regardless of whether all or a portion of the Development Site should ever become exempt from property taxes. Any Shortfall Payment or portion thereof not paid when due shall bear interest at the rate of 12.0% per annum from due date until paid.

**D. Memorandum.** Developer agrees to promptly record the Memorandum with respect to each parcel of the Development Site at the closing of its purchase and acquisition of each parcel of the Development Site. In the event of any prior mortgage(s), such mortgage(s) shall be promptly subordinated to the Memorandum. Developer shall provide the City with evidence of the relative priority of the Memorandum which is reasonably acceptable to the City.

**E. Mortgage.** Developer shall execute and record the Mortgage with respect to the entirety of the Development Site prior to commencement of construction of the Project. The Mortgage shall be superior to all other mortgages recorded with respect to the Development Site and Developer shall provide the City with evidence of the same which is reasonably acceptable to the City.

#### **4. REPRESENTATIONS AND WARRANTIES**

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

(i) The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.

(ii) The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all parties hereto, and becomes effective as set forth in accordance with this Agreement, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof.

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

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

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

(ii) The Developer is a Wisconsin limited liability company, duly organized, validly existing and in active status under the laws of that state. The execution of this Agreement as well as the performance of its obligations contained herein are not in violation of its organizational documentation. The individual executing this Agreement on behalf of the Developer is duly authorized to do so. This Agreement constitutes a binding obligation on behalf of the Developer subject to the terms and provisions hereof.

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

## **5. DEFAULT; REMEDIES; FORCE MAJEURE**

**A. Notice of Default and Right to Cure.** In the event of any default in or any breach of this Agreement or any of its terms or conditions by any party hereto, the non-defaulting party shall give written notice of the default to the defaulting party. The defaulting party may then cure such default or breach within five (5) business days in the event of a monetary default or within thirty (30) calendar days in the event of a non-monetary default after receipt of such notice. In the event the particular non-monetary breach or default cannot reasonably be cured within said thirty calendar day period, the defaulting party shall not be in default hereunder if it timely commences to cure such default within said period of time and diligently pursues the cure and cures the same within a reasonable time thereafter. If the default or breach is not timely cured under this subsection, the non-defaulting party may exercise any right or remedy provided for herein.

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

**C. Waiver.** Any delay by a party in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way. The parties intend by this provision that no party should be constrained in its efforts to resolve any issues that may arise, and hereby intend to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches or otherwise, or to be compelled to exercise such remedy at a time when it may still hope otherwise to resolve the issue

created by the default involved. No waiver in fact made by either party with respect to any specific default by the other party under this Agreement shall be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by such defaulting party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

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

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

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

## 6. TERM

The term of this Agreement (the "*Term*") shall be for a period commencing upon the Effective Date of this Agreement and expiring on the earlier of: (i) December 31, 2048; and (ii) the expiration of the term of existence of TID 15.

## 7. NOTICES AND DEMANDS

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

|                           |  |
|---------------------------|--|
| In the case of Developer: | 3000 Forest Ave, LLC<br>2201 S Oneida St, Ste 8<br>Green Bay, WI 53404<br>Attn: Tim Schuelke |
|---------------------------|--|

|                          |   |
|--------------------------|---|
| In the case of the City: | City of Two Rivers<br>1717 East Park Street<br>Two Rivers, WI 54241 |
|--------------------------|---|

Attn: City Clerk

## **8. ASSIGNMENT BY DEVELOPER**

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

## **9. PUBLIC RECORDS RESPONSIBILITIES**

To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, Developer agrees as follows: If the City receives public records requests for records that the City believes might be in the possession of Developer, the City will notify Developer of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Developer shall either provide the City with the record that is requested, for release to the requestor; or Developer shall advise the City that it objects to the release of the requested information because it considers such information confidential or proprietary, and the basis for the objection. Regardless of any objection by Developer, however, if for any reason the City reasonably and in good faith concludes that the City is obligated to provide a record to a requestor that is in Developer's possession, Developer shall provide such records to the City promptly upon the City's request. Developer shall not charge for work performed under this section, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

## **10. MISCELLANEOUS**

**A. Recording.** Recording of this Agreement is prohibited except for the Memorandum.

**B. Approvals.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing, signed by the party's duly authorized representative. Except as otherwise set forth herein, wherever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld. All submissions given to the City to satisfy the conditions contained in this Agreement must be satisfactory in form and content to the City, in its reasonable discretion.

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

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

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

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

**G. Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective successors, transferees and permitted assigns. The obligations of the City and the Developer, including, without limitation, Developer's obligation to provide City with Guaranteed Revenue or the Clawback Payment as addressed herein, shall survive any sale transfer, assignment or conveyance of the Development Site (or a portion thereof), and shall survive mortgage foreclosure, and bind any subsequent owners in title to the Development Site.

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

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

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

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

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

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

**N. Joint and Several Obligations.** If Developer consists of more than one person/entity, each such person/entity shall be jointly and severally liable for the payment and performance of all obligations of Developer under this Agreement and the City may bring suit against each such person/entity, jointly or severally, or against any one or more of them.

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

[Signature Page Follows]

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

**DEVELOPER:**

3000 FOREST AVE LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY:**

THE CITY OF TWO RIVERS, WISCONSIN

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

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF  
THE DEVELOPMENT SITE**

**Parcel Identification Numbers:** 2351040616

**Certified Survey Description:** LOT 2 CSM V34 P29

**Land Area:** 4.429 acres

**EXHIBIT B**

**FORM OF MEMORANDUM**

→ to be inserted

**EXHIBIT C**  
**FORM OF MORTGAGE**

EXHIBIT C

eWORD  
**W.B.A. 428B (6/13) 11429**  
 © 2013 Wisconsin Bankers Association/Distributed by FIPCO®  
 DOCUMENT NO. \_\_\_\_\_

**REAL ESTATE MORTGAGE**(Shortfall Payments)

(Use Only to Secure Business Transactions)

**3000 FOREST AVE LLC, a Wisconsin limited liability company**

("Mortgagor," or "Borrower," whether one or more), whose address is \_\_\_\_\_  
 2201 S. Oneida Street, Suite 8 Green Bay, WI 53404

mortgages, conveys, assigns, grants a security interest in and warrants to \_\_\_\_\_  
**CITY OF TWO RIVERS, WISCONSIN** ("Lender"),

whose address is \_\_\_\_\_,  
 1717 East Park Street, Two Rivers, WI 54241, Attention: City Clerk

in consideration of the sum of the Development Agreement (see Paragraph 20(a)) \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), loaned or to be loaned to \_\_\_\_\_

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated \_\_\_\_\_, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender.

**SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.**

☐ If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

Recording Area

Name and Return Address

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

See Exhibit A attached hereto..

Parcel Identifier No. \_\_\_\_\_

(This Property **IS NOT** the homestead of Mortgagor.)  
 (is) (is not)

**1. Description of Property.**See Exhibit A attached hereto.

☒ If checked here, description continues or appears on attached sheet(s).

☒ If checked here, this Mortgage is a construction mortgage.

☐ If checked here, Condominium Rider is attached.

**2. Title.** Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and a mortgage to **PRIVATE LENDOR** in the amount of not to exceed \$ **100,000** (the "Private Mortgage"). Lender agrees that, so long as the debt secured by the Private Mortgage does not exceed the amount set forth above, Lender shall not name the holder of the Private Mortgage in any foreclosure of this Mortgage or otherwise foreclose the Private Mortgage. Accordingly, any such transfer of the Property pursuant to foreclosure of this Mortgage would be subject to the Private Mortgage. This agreement not to foreclose the Private Mortgage shall extend to any mortgage securing the refinancing of such debt, so long as such refinancing does not exceed the amount set forth above.

**3. Escrow Interest** \_\_\_\_\_ be paid on accrowed funds if an escrow is required under paragraph 8(a).  
 (will) (will not)

**4. Additional Provisions.** This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

Page 1 of 3

## EXHIBIT C

## ADDITIONAL PROVISIONS

**5. Mortgage as Security.** This Mortgage secures prompt payment to Lender of (a) any Shortfall Payments and Clawback Payments according to the terms of the Development Agreement (see Paragraph 20(a) below) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), plus (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, plus all interest and charges, plus (c) all costs and expenses of collection or enforcement (all called the "Obligations"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. **This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act.** Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

**6. Taxes.** To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

**7. Insurance.** Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

**8. Mortgagor's Covenants.** Mortgagor covenants and warrants:

(a) ~~Escrow.~~ If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenantable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;

(b) **Condition and Repair.** To keep the Property in good and tenantable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) **Liens.** To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) **Other Mortgages.** To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) **Waste.** Not to commit waste or permit waste to be committed upon the Property or abandon the Property;

(f) **Conveyance.** Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) **Alteration or Removal.** Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) **Condemnation.** To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) **Inspection.** Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) **Laws.** To comply with all laws, ordinances and regulations affecting the Property;

(k) **Subrogation.** That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) **Leases.** To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

**9. Environmental Laws.** Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

**10. Authority of Lender to Perform for Mortgagor.** If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenantable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

**11. Default; Acceleration; Remedies.** If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

## EXHIBIT C

**12. Waiver and Consent.** Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment, (g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

**13. Assignment of Rents and Leases.** Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

**14. Power of Sale.** In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

**15. Receiver.** Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

**16. Foreclosure Without Deficiency Judgment.** If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

**17. Expenses.** Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

**18. Successors and Assigns.** The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

**19. Interpretation.** The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

**20. Other Provisions.** (If none are stated below, there are no other provisions.)

(a) Borrower and Lender have entered into that certain Tax Incremental Financing Cash Grant and Developer's Performance Agreement dated as of 1/1/2022, with respect to the Property (as may be amended, restated supplemented, modified and replaced from time to time hereafter, the "Development Agreement"). The "Obligations" secured by this Mortgage are the obligations of Borrower under the Development Agreement to make "Shortfall Payments" and "Clawback Payments" (as each term is defined in the Development Agreement) to Lender as such payment obligations accrue each year pursuant to the Development Agreement. As noted in Paragraph 11 above, Lender may exercise any remedy available at law or equity for Borrower's failure to pay a Shortfall Payment or a Clawback Payment, and if Lender chooses not to foreclose this Mortgage for any given default, this shall not be deemed a waiver by Lender to foreclose this Mortgage at a later time for Borrower's failure to pay one or more Shortfall Payments or Clawback Payments.

(b) In addition to any defaults described in Paragraph 11 hereof, the occurrence of a default under the Development Agreement shall also be a default hereunder. To the extent the terms of this Mortgage conflict with the terms of the Development Agreement, the terms of the Development Agreement shall govern.

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed as of \_\_\_\_\_  
(Date)

3000 Forest Ave LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
 ) ss.  
 \_\_\_\_\_ COUNTY )

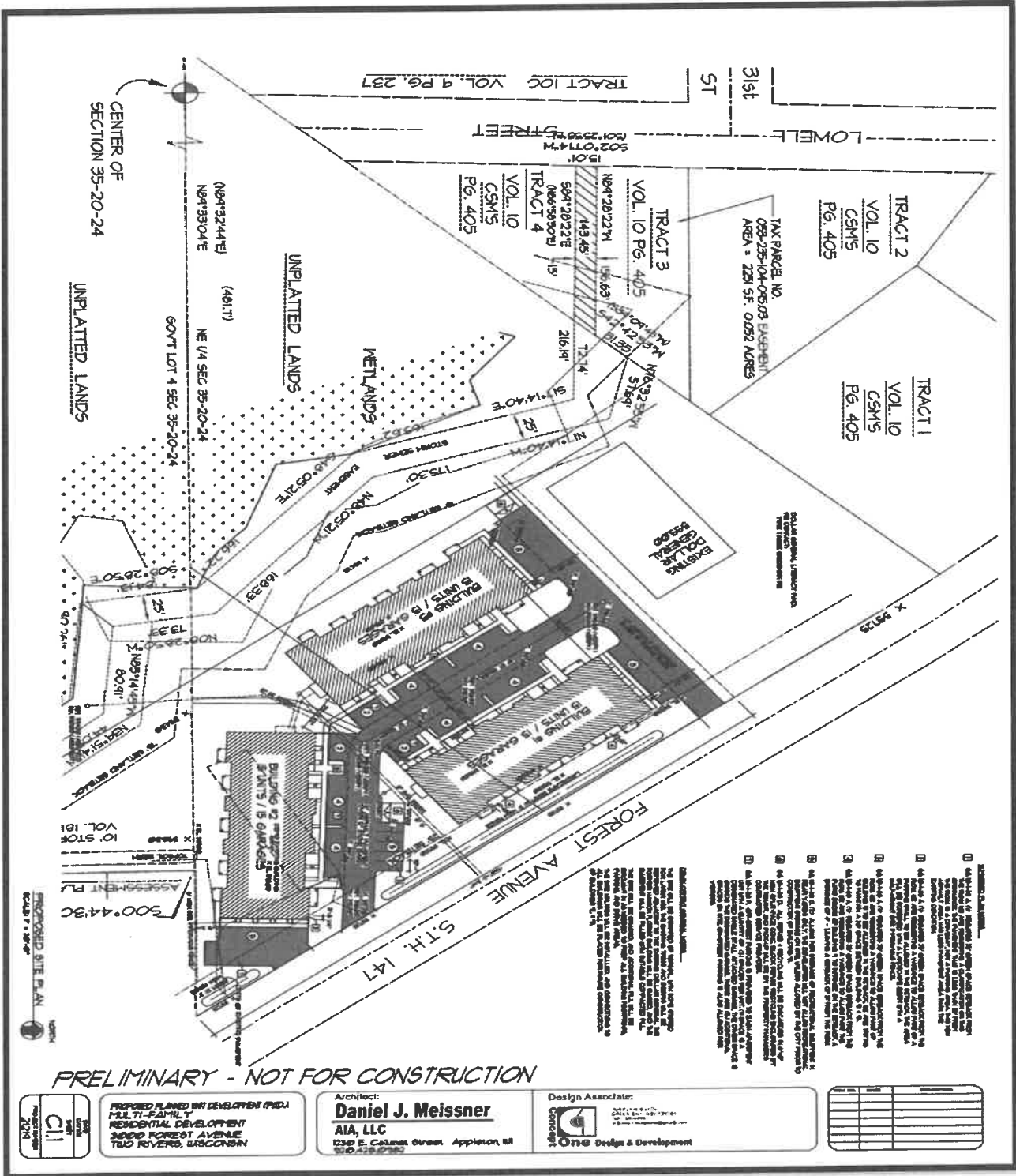
Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be the \_\_\_\_\_ of 3000 Forest Ave LLC, a Wisconsin limited liability company, and acknowledged that he executed the foregoing instrument as such authorized representative of said entity and with its authority.

Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

Real Estate Mortgage  
Page 3 of 3

EXHIBIT D

PRELIMINARY SITE PLAN OF THE PROJECT





**EXHIBIT E**

**PRELIMINARY PROJECT BUDGET**

| UPDATED 2-07-22   |                     | <b>Summary</b>    |                     |                     | 2/7/2022                                |
|---|---------------------|-------------------|---------------------|---------------------|---|
| <b>TWO RIVERS</b>   |                     |                   |                     |                     |   |
| <b>Draw Spread Sheet - FOREST AVENUE APTS</b>                     |                     |                   |                     |                     |   |
| CATEGORY  | TOTAL BUDGET        | Prior Adjustments | Current Adjustments | Current Budget      | OWNER EQUITY - Invoices & Closing Costs |
| 15 UNIT BUILDING 1  | 1,285,954.00        | 66,229.30         | 0.00                | 1,592,966.62        |   |
| 15 UNIT BUILDING 2  | 1,285,954.00        | 66,229.30         | 0.00                | 1,631,105.90        |   |
| 15 UNIT BUILDING 3  | 1,285,954.00        | 66,229.30         | 0.00                | 1,703,923.12        |   |
| The above are cost of similar 15 unit buildings completed in 2021 |                     |                   |                     |                     |   |
| Sitework  |                     | 0.00              | 0.00                | 562,482.54          |   |
| Soft Costs  |                     | 0.00              | 0.00                | 127,686.64          |   |
| Contingency   |                     |                   | 0.00                | 0.00                |   |
| Detached Garages  |                     | 0.00              | 0.00                | 0.00                |   |
|   |                     | 0.00              | 0.00                | 0.00                |   |
| Land Costs & Closing  | 0.00                | 0.00              | 0.00                | 300,000.00          |   |
| <b>TOTAL</b>  | <b>3,857,862.00</b> | <b>198,687.90</b> | <b>0.00</b>         | <b>5,918,164.82</b> | <b>0.00</b>                             |
| Contingency (15%)   |                     |                   | 0.00                | 6,805,889.54        |   |
|   |                     |                   | Loan Funds          |                     |   |



**--MEMORANDUM--****TO: City Council****FROM: Gregory E. Buckley**  
**City Manager****DATE: March 18, 2022****SUBJECT: Central Park West 365 Project: Contract for Balance of Design Services**

In August 2021, the City Council authorized a contract for design services with Parkitecture + Planning to proceed with development of plans for the Central Park West 365 Project, up to the “30 percent design” level. The Council’s action was to authorize the City Manager and City Clerk to execute a design services contract for services to be billed on a time and materials basis, with a total cost not to exceed \$45,000.

As you know, the preliminary design work provided by Parkitecture + Planning helped the citizen design committee and the City Council work through several project design issues, which were incorporated into the final concept plan for the project that was approved by the Council in November. With that approval by the City Council, we were able to proceed with further design development, and a project fund-raising committee has been able, working with City staff, to initiate a fund-raising drive for the project.

Things have gone pretty well on the fund-raising front: at Monday’s meeting, I will report that donations and pledges now top \$450,000 on the way to our goal of \$800,000.

In order to stay with a timeline that calls for the project to be bid out by mid-summer (July) and constructed in the Fall of 2022 to Spring of 2023, it is now time to move ahead with the balance of the design work on the project.

Accordingly, I am requesting City Council authorization to contract with Parkitecture + Planning to complete the design work on the project, including full plans and specifications for bidding. Per the attached proposal, this will be at an additional cost not to exceed \$78,120.

Funds for this work are included in the 2022 Capital Budget for the Central Park West 365 Project (copy attached). That budget includes a line item of \$150,000 for “Other Services.”

Assuming a contract is awarded for construction of the project, our design consultant estimates a cost of \$23,000 for “Post Design Assistance,” such as construction inspection and administering pay requests on behalf of the City as owner. I will plan to ask for authorization for that phase of Parkitecture’s services when a contract for construction of the project has been awarded. (Note: Design and construction inspection/admin. services are included in the project cost estimates that we have been working from.)

**Recommended Action:** Authorize the City Manager and City Clerk to execute a design services contract with Parkitecture +Planning, with services to be billed on a time and materials basis, total cost not to exceed \$78,120.

| Account Number                      | Account Title<br>(2020 Budget, Taxes Billed in 2019) | 12/31/20<br>Prior year<br>Actual | 12/31/21<br>Cur Year<br>Budget | 09/30/21<br>Year-to-date<br>Actual | Proj YE | 2022<br>Budget      | Change<br>from Prev<br>Budget | Percent<br>Change |
|-------------------------------------|--|----------------------------------|--------------------------------|------------------------------------|---------|---------------------|-------------------------------|-------------------|
| <b>CENTRAL PARK RENOVATION FUND</b> |  |                                  |                                |                                    |         |                     |                               |                   |
| <b>REVENUES</b>                     |  |                                  |                                |                                    |         |                     |                               |                   |
| 415-43580                           | GRANT PROCEEDS                                       | \$ -                             | \$ -                           | \$ -                               | -       | \$ -                |                               |                   |
| 415-48500                           | DONATIONS  | \$ -                             | \$ -                           | \$ -                               | -       | \$ 800,000          | \$ 800,000                    |                   |
| 415-49110                           | PROCEEDS FROM DEBT                                   | \$ -                             | \$ -                           | \$ -                               | -       | \$ 205,000          | \$ 205,000                    |                   |
| 415-49223                           | TRANS FROM OTHER FUNDS                               | \$ -                             | \$ -                           | \$ -                               | -       | \$ 351,215          | \$ 351,215                    |                   |
|                                     | <b>TOTAL REVENUE</b>                                 | \$ -                             | \$ -                           | \$ -                               | -       | <b>\$ 1,356,215</b> | <b>\$ 1,356,215</b>           |                   |
| <b>EXPENDITURES</b>                 |  |                                  |                                |                                    |         |                     |                               |                   |
| 415-55410-2900                      | OTHER SERVICES                                       | \$ -                             | \$ -                           | \$ -                               | -       | \$ 150,000          | \$ 150,000                    |                   |
| 415-55410-3900                      | OTHER SUPPLIES                                       | \$ -                             | \$ -                           | \$ -                               | -       | \$ -                |                               |                   |
| 415-55410-5970                      | TRANSFER TO OTHER FUNDS                              | \$ -                             | \$ -                           | \$ -                               | -       | \$ -                |                               |                   |
| 415-55410-8200                      | CONSTRUCTION EXPENSES                                | \$ -                             | \$ -                           | \$ -                               | -       | \$ 700,000          | \$ 700,000                    |                   |
| 415-55410-8210                      | CONTINGENCY  | \$ -                             | \$ -                           | \$ -                               | -       | \$ -                |                               |                   |
|                                     | <b>TOTAL EXPENDITURES</b>                            | \$ -                             | \$ -                           | \$ -                               | -       | <b>\$ 850,000</b>   | <b>\$ 850,000</b>             |                   |
|                                     | <b>NET INCOME (LOSS)</b>                             | \$ -                             | \$ -                           | \$ -                               | -       | <b>\$ 506,215</b>   | <b>\$ 506,215</b>             |                   |
| 415-34100                           | Fund Balance - January 1                             | \$ -                             | \$ -                           | \$ -                               | -       | \$ -                |                               |                   |
|                                     | Fund Balance - December 31                           | \$ -                             | \$ -                           | \$ -                               | -       | <b>\$ 506,215</b>   |                               |                   |

This capital budget is being established in 2022 to account for City borrowing, grants and donations in support of the Central Park West 365 Project.

Budgeted revenues consist of:

--\$800,000 in "Donations," reflecting funds to be raised from donations or grants  
 --\$205,000 in "Proceeds from Debt." This reflects planned 2022 City borrowing of \$250,000 for the project, \$45,000 of which will go to the Parks and Rec capital projects fund to reimburse funds advanced from that fund for preliminary design work in 2021. Another \$250,000 in City borrowing for the project is planned for 2023.

--\$351,215 in "Transfers from Other Funds," reflecting a \$300,000 grant from the West Foundation, \$43,715 received as a bequest from late Councilmember Jim Taddy, and \$7,500 in private donations received for this project in 2021, initially deposited in the Parks and Recreation capital fund.

With total project costs currently estimated at \$1.6 million, including design, engineering and contingency, this budget anticipates spending \$850,000 in 2022 and another \$750,000 in 2023. Goal is to bid out project in Summer 2022, with construction to be started in the Fall of 2022 and completed Spring 2023.

March 16, 2022

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



Dear Greg:

Thank you for the opportunity to provide this proposal for the final detailed design and preparation of construction documents for the renovation of Central Park West. This will serve as an amendment to our ongoing schematic design effort.

As the fund raising efforts continue to yield fruitful results, the City wishes to be prepared for public bidding during the summer of 2022. The scope provided herein will complete the design and engineering and bid procurement process.

Assuming a favorable bid scenario, we have provided a separate task for assistance during post design and construction to help manage compliance with design intent.

Thank you very much for the opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake Theisen', is positioned above the printed name.

Blake Theisen, PLA, ASLA  
Principal

**Parkitecture + Planning**  
901 Deming Way, Suite 102  
Madison, WI 53717

E [blake@parkitecture.org](mailto:blake@parkitecture.org)  
P 608.886.6808

## **SCOPE OF SERVICES**

### **Construction Documents**

- ◆ Design and Engineering for the proposed park and street conversion to include:
  - Demolition of existing facilities
  - Roadway plans for new West Park Street configuration
  - Site layout plans
  - Hardscape and wall layout plans and details
  - Grading, stormwater drainage, and erosion control plans
  - Utility plans (sanitary and water)
  - Site lighting and electrical distribution plans
  - Bandshell/stage plans
  - Restroom/concessions building plans
  - Splashpad feature and plumbing plans
  - Splashpad construction details
  - Artificial Ice retainer system (curbing, boards, etc)
  - Landscape/restoration plan
  - Site and paving construction details
  - Coordination with local sound/light company for stage systems and controls
- ◆ Assemble Opinion of Probable Construction Costs (OPC)
- ◆ Prepare Project Manual including front end documents and special provision specifications for public bidding
- ◆ Prepare and submit Local and State Permits
  - Local erosion control permit
  - Local stormwater permit for common plan of development improvements
  - Local street opening permit for utility laterals
  - WDNR Swimming Pool Discharge permit
  - State DSPS Plumbing Review
- ◆ Assist City with Public Bidding
  - Host bid documents on Quest CDN for public bidding
  - Answer bidder questions and issue addenda if needed
  - Facilitate bid opening and provide bid tabulation

| OUTCOMES   |   |            |
|--|---|------------|
| <b>Meetings</b>  |   |            |
| #1   | 60% Construction Plan Review Meeting with Design Team & City Staff  |            |
| #2   | 100% Construction Plan Review Meeting with Design Team & City Staff |            |
| #3   | Plan Commission and/or City Council Presentation                    |            |
| #4-6   | Park Board or Fund Raising Committee Meetings                       |            |
| <b>Document Deliverables – Final Construction Plan Phase</b> |   |            |
| #1   | Opinion of Probable Costs Estimate                                  | 8.5x11 pdf |
| #2   | Construction Plan Set for Bidding                                   | 11x17 pdf  |
| #3   | Project Manual (front end documents & special provisions)           | 8.5x11 pdf |

| Deliverables - Public Bidding Process |  |  |
|---------------------------------------|--|--|
| #1                                    | Prepare addenda if needed              |  |
| #2                                    | Meeting to facilitate bid opening      |  |
| #3                                    | Bid Tabulation and Recommendation Memo |  |
|                                       |  |  |

### Post Design Assistance

- ◆ Construction Administration
  - Attend and facilitate regular construction meetings (12 anticipated)
  - Review submittals and shop drawings for design elements of the project
  - Administer contractor pay requests
  - Complete final walk-through and punch list at completion of project

| OUTCOMES                    |  |  |
|-----------------------------|--|--|
| Public Bidding Process      |  |  |
| #1                          | Prepare addenda if needed  |  |
| #2                          | Meeting to facilitate bid opening  |  |
| #3                          | Bid Tabulation and Recommendation Memo   |  |
| Construction Administration |  |  |
| #1                          | Facilitate Construction Meetings (provide agenda & meeting minutes)<br>(12 meetings anticipated) |  |
| #2                          | Review Submittals & Shop Drawings  |  |
| #3                          | Administer contractor pay requests   |  |
| #4                          | Administer final walk-through and provide punch list   |  |

### Responsibilities of Owner and Others

The City shall supply Parkitecture with Digital CAD topo and boundary survey of the project site. Coordination with local electrical utility for new lighting and building supply transformers shall be by owner. Any right-of-way abandonment, platting, etc shall be by owner. Ordering of soil borings and infiltration testing by owner, Parkitecture will assist with coordination.

### Proposed Fee

For completion of the scope of services presented above, our proposed fees are time and materials (hourly rate - \$118) by task:

|                        |                             |
|------------------------|-----------------------------|
| Construction Documents | \$ 78,120                   |
| Post Design Assistance | \$ 23,000 (Estimated) _____ |

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work and obtain approval prior to commencement of additional work.

Acceptance below signifies a notification to proceed with the scope outlined above. Formal contract documents shall follow.

Accepted by City of Two Rivers:

Date:



**TWO  
RIVERS**  
WISCONSIN

**POLICE DEPARTMENT**

Section 11, Item C.

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



Date: March 17, 2022  
To: Gregory E. Buckley, City Manager  
From: Brian W. Kohlmeier, Chief of Police  
Ref: Direct Sellers Ordinance Amendments  
Amendments to 1-2-1, Fees as related to Direct Sellers

Two Rivers Municipal Ordinance 6-4: **Direct Sellers**. Adopted by the City Council of the City of Two Rivers (Title 6, Ch. 4, of the 1981 Code). Prior amendments have been made to the code and are noted where applicable within. The purpose of these amendments is to codify existing practices regulating the locations vendors from special vehicles may park and provide services, modest expansion of application requirements, and an update of the fees associated with Direct Sellers.

The following items are suggested to be included in an ordinance amendment:

- **6-4-4, Applicants for registration; fees:** Add additional identifiers for vehicles or trailers used in conjunction with the permit.
- Add “trailer” as equipment to vend from with reference to ordinances under Chapter 7 relating to **Parks**.
- Expand requirements for insurance to be consistent with other and more recent ordinances amendments.
- Add locations restricting where vendors from special vehicles may dispense product. This would be consistent with current practice as directed by the City Manager effective in 2017.
- Increase fee for a Direct Sellers Permit from \$10 to \$20 to better reflect the current cost of processing and obtaining the necessary records checks.

The aforementioned recommendations have been added to a draft revised ordinance for presentation to the City Council.



## Chapter 6-4

# Direct Sellers

**[HISTORY: Adopted by the City Council of the City of Two Rivers (Title 6, Ch. 4, of the 1981 Code). Amendments noted where applicable.]**

### § 6-4-1 **Registration required.**

It shall be unlawful for any direct seller to engage in direct sales within the City of Two Rivers without being registered for that purpose as provided herein.

### § 6-4-2 **Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

#### **CHARITABLE ORGANIZATION**

Includes any benevolent, philanthropic, patriotic or eleemosynary person, partnership, association or corporation, or one purporting to be such.

#### **DIRECT SELLER**

Any individual who, for him/herself, or for a partnership, association or corporation, sells goods, or takes sales orders for the later delivery of goods, at any location other than the permanent business place or residence of said individual, partnership, association or corporation, and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of goods includes donations required by the direct seller for the retention of goods by a donor or prospective customer.

#### **GOODS**

Includes personal property of any kind, and shall include goods provided incidental to services offered or sold.

#### **PERMANENT MERCHANT**

A direct seller who, for at least one year prior to the consideration of the application of this chapter to said merchant:

- A. Has continuously operated an established place of business in this City; or
- B. Has continuously resided in the City and now does business from his/her residence.

### § 6-4-3 **Exemptions.**

The following shall be exempt from all provisions of this chapter:

- A. Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;
- B. Any person selling goods at wholesale to dealers in such goods;
- C. Any person selling agricultural products which such person has grown;
- D. Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this county and who delivers

goods in their regular course of business;

- E. Any person who has an established place of business where the goods being sold are offered for sale on a regular basis and in which the buyer has initiated contact with and specifically requested a home visit by said person;
- F. Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer;
- G. Any person selling or offering for sale a service unconnected with the sale or offering for sale of goods;
- H. Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law;
- I. Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of said organization, provided that there is submitted to the Clerk proof that such charitable organization is registered under § 202.12, Wis. Stats. Any charitable organization not registered under § 202.12, Wis. Stats., or which is exempt from that statute's registration requirements, shall be required to register under this chapter;
- J. Any person who claims to be a permanent merchant, but against whom complaint has been made to the Clerk that such person is a transient merchant, provided that there is submitted to the Clerk proof that such person has leased for at least one year or purchased the premises from which he/she is conducting business, or proof that such person has conducted such business in this City for at least one year prior to the date complaint was made;
- K. Any church, charitable or fraternal organization whose principal location is in the City;
- L. Any vendor selling products at a special event being held on City-owned property or on a City street, when such vendor has been authorized to sell from that location by the City Manager or a City department head, or when such vendor has been authorized to sell from that location by an organization that has been given permission to use that City property or street for such special event by action of the City Council.

**§ 6-4-4 Applicants for registration; fees.**

- A. Applicants for registration must complete and return to the Police Department a registration form furnished by the Chief of Police, which shall require the following information: **[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]**
  - (1) Name, permanent address and telephone number, and temporary address, if any;
  - (2) Age, height, weight, color of hair and eyes;
  - (3) Name, address and telephone number of the person, firm, association or corporation that the direct seller represents or is employed by, or whose merchandise is being sold;
  - (4) Temporary address and telephone number from which business will be conducted, if any;
  - (5) Nature of business to be conducted and a brief description of the goods offered and any services offered;



- (6) Proposed method of delivery of goods, if applicable;
- (7) Make, model and license number, or vehicle identification number, or serial number of any vehicle and trailer to used by applicant in the conduct be of his/her business;
- (8) Last cities, villages, towns, not to exceed three, where applicant conducted similar business;
- (9) Place where applicant can be contacted for at least seven days after leaving this City;
- (10) Statement as to whether applicant has been convicted of any crime; or any ordinance violation related to applicant's transient merchant business within the last five years, the nature of the offense and the place of conviction.

**B. Applicants shall present to the Chief of Police for examination:**

- (1) A driver's license or some other proof of identity as may be reasonably required;
- (2) A state certificate of examination and approval from the Sealer of Weights and Measures where applicant's business requires use of weighing and measuring devices approved by state authorities;
- (3) A state health officer's certificate where applicant's business involves the handling of food or clothing and is required to be certified under state law, such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application for registration is made.

**C. Registration fee. [Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]**

- (1) At the time the registration is returned, a fee as provided for in Chapter 1-2 of this Code shall be paid to the Police Department to cover the cost of processing said registration.
- (2) The applicant shall sign a statement appointing the Chief of Police his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, in the event the applicant cannot, after reasonable effort, be served personally.
- (3) Upon payment of said fee and the signing of said statement, the Chief of Police shall register the applicant as a direct seller and date the entry. Said registration shall be valid for a period of one year from the date of entry, subject to subsequent refusal as provided in § 6-4-5B below.

**§ 6-4-5 Investigation.**

- A. Upon receipt of each application, the Chief of Police shall make and complete an investigation of the statements made in such registration.
- B. The Chief of Police shall refuse to register the applicant if it is determined, pursuant to the investigation above, that the application contains any material omission or materially inaccurate statement; complaints of a material nature have been received against the applicant by authorities in the last cities, villages and towns in which the applicant conducted similar business; or the applicant failed to comply with any applicable provision of § 6-4-4B above.

§ 6-4-6 **Appeal.**

[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]

Any person who receives a determination or order from the Chief of Police under this chapter and objects to all or any part thereof may appeal to the City Manager within seven days of receipt of the order, and the City Manager shall hear such appeal within 30 days of receipt of written notice of the appeal. After such hearing, the City Manager may reverse, affirm or modify the order or determination appealed from and the grounds for his decision shall be stated in writing. The City Manager shall, by letter, notify the party appealing the order or determination of his decision within 10 days after the hearing has been concluded and file his written decision with the City Clerk.

§ 6-4-7 **Regulation of direct sellers.**

A. Prohibited practices.

- (1) A direct seller shall be prohibited from calling at any dwelling or other place between the hours of 9:00 p.m. and 9:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors," or words of similar meaning; calling at the rear door of any dwelling place; or remaining on any premises after being asked to leave by the owner, occupant or other person having authority over such premises.
- (2) A direct seller shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity or character of any goods offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A charitable organization direct seller shall specifically disclose what portion of the sale price of goods being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the goods.
- (3) No direct seller shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
- (4) No direct seller shall make any loud noises or use any sound-amplifying device to attract customers if the noise produced is capable of being plainly heard outside a fifty-foot radius of the source.
- (5) No direct seller shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.

B. Disclosure requirements.

- (1) After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of goods or services he/she offers to sell.
- (2) If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel said transaction in accordance with the procedure as set forth in § 423.203, Wis. Stats.; the seller shall give the buyer two copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of § 423.203(1)(a)(b) and (c), (2) and (3), Wis. Stats. [Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]

- (3) If the direct seller takes a sales order for the later delivery of goods, he/she shall, at the time taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance, whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.

**§ 6-4-8 Revocation of registration.**

- A. Registration may be revoked by the Chief of Police if the registrant made any material omission or materially inaccurate statement in the application for registration, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in direct sales, or violated any provision of this chapter.
- B. Upon revocation, the appeals process of § 6-4-6 may be utilized by the registrant.

**§ 6-4-9 Vendors from special vehicles.**

- A. Vendors. Any person who shall vend any product from a vehicle **or a trailer** especially equipped for that purpose ("vendors") shall be considered a direct seller for purposes of this chapter, and the terms and provisions of §§ 6-4-1 through 6-4-8 **and 7-1-7 through 7-1-11** shall apply to such persons unless they are inconsistent with this section.
- B. Qualifications. In addition to other requirements of this Chapter 6-4, vendor shall have a current driver's license issued pursuant to the Wisconsin Statutes and shall be familiar with those sections of the rules of the road relating to parking restrictions, and shall abide by the provisions thereof. Vendors shall be familiar and comply with all other applicable provisions of this Code.
- C. Requirements for vehicles and insurance. Any vehicle used or operated by a vendor hereunder shall be insured for liability for property damage and personal injury by a reputable, licensed insurer satisfactory to the City. A certificate of insurance verifying insurance coverage shall be filed with the City with each application for registration by a vendor. Such insurance shall provide for policy limits **in the following minimum amounts, naming the City as additional insured:**
- 1. General liability: \$2,000,000.**
  - 2. Automobile liability (owned, non-owned, leased).**
    - (a) Bodily injury: \$2,000,000 each occurrence.**
    - (b) Property damage: \$2,000,000 each occurrence.**
  - 3. Worker's compensation: statutory limits.**
  - 4. Employer's liability:**
    - (a) \$500,000 each accident.**
    - (b) \$500,000 each injury.**
    - (c) \$1,000,000 policy limit.**
  - 5. Umbrella liability.**

Vendors' vehicles shall comply with Ch. 347, Wis. Stats., as it may be amended or renumbered, relating to equipment of vehicles. Bells or chimes approved by the Police Department may be used as devices to attract customers, but no other type of noisemaking device shall be permitted for that purpose. The vendor shall comply with such other conditions as may be imposed by the City. The registration issued pursuant to this section shall be effective for a period of one year from its issuance, provided it is not earlier revoked.

- D. Hours of operation. No vehicle used by a vendor shall be operated for the purpose of sales prior to 10:00 a.m. and later than 1/2 hour after sunset, provided that the City Council may make an exception to the requirement for special events.
- E. Limitations. Except as expressly provided herein, no product shall be dispensed by vendors on Washington Street between the north curblane of 22nd Street to the south curblane of 12th Street, on 22nd Street between the west curblane of Forest Avenue to the west end of 22<sup>nd</sup> Street at Neshoto Road, or any part of Zlatnik Drive. This prohibition shall not apply in the case of any special event taking place on Washington Street, 22<sup>nd</sup> Street, or Zlatnik Drive or authorized by the City Council. No product shall be dispensed by vendors at any park as defined in § 7-1-7 without being previously authorized by the Parks and Recreation Director or at any special event with exception to the terms and provisions of §§ 6-4-3 of this Code. With authorization of the Parks and Recreation Director, a vendor may sell from parking lots number one and five adjacent to Zlatnik Drive or designated lot at Walsh Field, but may only be parked in the same manner and at the same places designated for the parking of motor vehicles.
- F. Revocation. A registration issued to a vendor may be revoked by the Chief of Police if the vendor made any material inaccurate statement in the application for registration or violated any provision of this section, or any other applicable provision of this Chapter 6-4 of the City's Municipal Code. Upon revocation, the vendor may appeal to the City Council. Such appeal shall be made in writing and shall be submitted to the City Clerk within 30 days after revocation.
- G. Exceptions. This § 6-4-9 of the Municipal Code shall not apply to any vendor selling products from a parked vehicle at a special event held on City-owned property or a City street, if such vendor has been authorized to sell products from that location by the City Manager or a City department head, or if such vendor has been authorized to sell from that location by an organization that has been given permission to use City property or street for such special event by action of the City Council.

## ORDINANCE

**AN ORDINANCE** to amend Municipal Code Sections 6-4-4(7) and (10) entitled "Applicants for registration fees"; and 6-4-9 (A), (C) and (E) entitled "Vendors from special vehicles".

The Council of the City of Two Rivers ordains as follows:

**SECTION 1.** That Section 6-4-4 of the Municipal Code shall hereby be amended as follows:

(7) Make, model and license number, or vehicle identification number, or serial number of any vehicle and trailer to be used by applicant in conducting their business;

(10) Statement as to whether applicant has been convicted of any crime; or any ordinance violation related to applicant's transient merchant business within the last five years, the nature of the offense and the place of conviction.

**SECTION 2.** That Section 6-4-9 of the Municipal Code shall hereby be amended as follows:

(A) Vendors. Any person who shall vend any product from a vehicle or a trailer especially equipped for that purpose ("vendors") shall be considered a direct seller for purposes of this chapter, and the terms and provisions of §§ 6-4-1 through 6-4-8 and 7-1-7 through 7-1-11 shall apply to such persons unless they are inconsistent with this section.

(C) Requirements for vehicles and insurance. Any vehicle used or operated by a vendor hereunder shall be insured for liability for property damage and personal injury by a reputable, licensed insurer satisfactory to the City. A certificate of insurance verifying insurance coverage shall be filed with the City with each application for registration by a vendor. Such insurance shall provide for policy limits in the following minimum amounts, naming the City as additional insured:

1. General liability: \$2,000,000.
2. Automobile liability (owned, non-owned, leased).
  - (a) Bodily injury: \$2,000,000 each occurrence.
  - (b) Property damage: \$2,000,000 each occurrence.
3. Worker's compensation: statutory limits.
4. Employer's liability:
  - (a) \$500,000 each accident.
  - (b) \$500,000 each injury
  - (c) \$1,000,000 policy limit.
5. Umbrella liability
  - (a) \$2,000,000 over the primary insurance coverages listed above

Vendors' vehicles shall comply with Ch. 347, Wis. Stats., as it may be amended or renumbered, relating to equipment of vehicles. Bells or chimes approved by the Police Department may be used as devices to attract customers, but no other type of noisemaking device shall be permitted for that purpose. The vendor shall comply with such other conditions as may be imposed by the City. The registration issued pursuant to this section shall be effective for a period of one year from its issuance, provided it is not earlier revoked.

(E) Limitations. Except as expressly provided herein, no product shall be dispensed by vendors on Washington Street between the north curblane of 22nd Street to the south curblane of 12th Street, on 22nd Street between the west curblane of Forest Avenue to the west end of 22nd Street at Neshoto Road, or any part of Zlatnik Drive. This prohibition shall not apply in the case of any special event taking place on Washington Street, 22nd Street, or Zlatnik

Drive or authorized by the City Council. No product shall be dispensed by vendors at any park as defined in § 7-1-7 without being previously authorized by the Parks and Recreation Director or at any special event with exception to the terms and provisions of §§ 6-4-3 of this Code. With authorization of the Parks and Recreation Director, a vendor may sell from parking lots number one and five adjacent to Zlatnik Drive or designated lot at Walsh Field but may only be parked in the same manner and at the same places designated for the parking of motor vehicles.

**SECTION 3.** This ordinance shall take effect and be in force from and after its date of passage and publication of same.

Dated this 21st day of March, 2022.

\_\_\_\_\_  
Adam Wachoswki  
President, City Council

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

Attest:

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

Approved as to form and legality:

\_\_\_\_\_  
John M. Bruce  
City Attorney



**TWO  
RIVERS**  
WISCONSIN

**POLICE DEPARTMENT**

Section 11, Item D.

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



March 17, 2022

To: Gregory E. Buckley, City Manager  
From: Brian W. Kohlmeier, Chief of Police  
Ref: Bike Ordinance Amendments

Two Rivers Municipal Ordinance 8-3: Bicycles Adopted by the City Council of the City of Two Rivers (Title 8, Ch. 3, of the 1981 Code. Prior amendments have been made to the code and are noted where applicable within. With the creation of new and innovative modes of non-vehicular travel, such as e-bikes, motorized gas-powered bikes, and various types of scooters, citizens and staff of the City of Two Rivers have recognized a gap in regulation and enforcement of issues relating to these new devices.

Several similar ordinances were reviewed in preparation for this recommendation, including the City of Manitowoc, the **City of, and the City**. Because the City of Two Rivers has a number of trails that extend beyond our jurisdiction, namely the Mariner's Trail and Rawley Point Trail, a concerted effort was made to make sure the recommended changes do not conflict with the adjoining jurisdictions thereby creating a compliance conundrum for users of those trails. The following items are suggested to be included in an ordinance amendment:

- Notation that the applicability of this ordinance does not apply to vehicles or devices used in accordance with the Americans with Disabilities Act or in regard to play vehicles as defined by Wisconsin Statute.
- Expansion of the term bicycle to better delineate a traditional bike from other types of bicycles and to note that a bicycle may have more than two wheels.
- Add definitions for "Bike Lane," "Public Recreational Trail," "E-Bike or Electric Bike," "Electric Personal Assistive Mobility Device," "Electric Scooter," "Operator," "Owner," "Pedestrian," "Rental Agency," "Roadway," "Sidewalk," and "Vehicle."
- Where applicable, where the term bicycle is located, the addition of language to also include "e-bike, electric scooter or electric personal assistive mobility device."
- Regulate where certain devices may be operated, in what manner, and at what speed, particularly on City owned property and recreational trails.
- Under 8-3-3 **Responsibility**, add rental agency to this section. Include waiver of City liability.

The aforementioned recommendations have been added to a draft revised ordinance for presentation to the City Council.



## Chapter 8-3

# Bicycles, E-Bikes, and Electric Personal Assistive Mobility Devices

**[HISTORY: Adopted by the City Council of the City of Two Rivers (Title 8, Ch. 3, of the 1981 Code). Amendments noted where applicable.]** This chapter shall not apply to vehicles or devices used in accordance with the Americans with Disabilities Act or in regard to play vehicles as defined by Wisconsin Statute.

### § 8-3-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **BICYCLE**

Every device propelled by the feet or hands acting upon pedals or cranks and having wheels, any two of which are not less than 14 inches in diameter. A bicycle for purposes of this chapter may have any number of wheels two or more.

#### **BICYCLE LANE**

That portion of a roadway set aside by the governing body of any city, town, village, or county for the exclusive use of bicycles, electric scooters, electric personal assistive mobility devices, or other modes of travel where permitted, absent gasoline power, and so designated by appropriate signs and pavement markings. ~~That portion of a roadway set aside for exclusive use of bicycles and so designated by appropriate signs and markings by the responsible governing body.~~

#### **BICYCLE PATROL OFFICER**

A police officer patrolling by use of bicycle, electric scooter, electric personal assistive mobility device.

#### **BICYCLE WAY or PUBLIC RECREATION TRAIL**

Any path or sidewalk or portion thereof, off roadway, or property owned or leased by the City, and designated for use by pedestrians, bicycles, electric scooters, and electric personal assistive mobility devices, or any other human or electric powered recreation, absent gasoline power, by the governing body of any city, town, village, or county. ~~Any path or sidewalk, or portion thereof, designated for the use of bicycles by the responsible governing body.~~

#### **BIKE ROUTE**

Any bicycle lane, bicycle way or highway which has been duly designated by the responsible governing body and identified by appropriate signs and markings.

#### **CARRIER**

Any device attached to a bicycle, electric scooter, electric personal assistive mobility device designed for carrying articles.



## **E-BIKE or ELECTRIC BICYCLE**

Any bicycle that is equipped with fully operative pedals for propulsion by human power and an electric motor of 750 watts or less and that meets the requirements of any of the following classifications:

- (a) Class 1 electric bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.
- (b) Class 2 electric bicycle is an electric bicycle that may be powered solely by the motor and is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.
- (c) Class 3 electric bicycle is an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour.

## **ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICE**

A self-balancing, 2-nontandem-wheeled device that is designed to transport only one person and that has an electric propulsion system that limits the maximum speed of the device to 15 miles per hour or less. “Segway” is an example of an electric personal assistive mobility device for purposes of this chapter.

## **ELECTRIC SCOOTER**

A device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. “Electric scooter” does not include an electric personal assistive mobility device, motorcycle, motor bicycle, electric bicycle, or moped.

## **IDENTIFICATION TAG**

A metal plate or sticker indicating that a bicycle is registered.

## **OPERATOR**

Every person who drives or is in actual physical control of a device or vehicle as covered in this chapter.

## **OWNER**

A person, other than a lienholder, having the property in or title to a vehicle. The term includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

## **PEDESTRIAN**

Any person afoot or any person in a wheelchair, either manually or mechanically propelled, or other low-powered, mechanically propelled vehicle designed specifically for use by a physically disabled person.

## **RENTAL AGENCY**

A city authorized business offering rental or hire of bicycles, electric scooters, or electric personal assistive mobility devices to a third party for a limited time.

## RIGHT-OF-WAY

The right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

## ROADWAY

That portion of a highway between the regularly established curb lines or that portion which is improved, designed, or ordinarily used for vehicular travel, excluding the berm or shoulder.

## SIDEWALK

That portion of a street between the curblines, or the lateral lines of a roadway, and the adjacent property lines, intended for use by pedestrians.

## VEHICLE

Every device in, upon or by which any person or property is or may be transported or drawn upon a highway.

### § 8-3-2 Registration of bicycles, e-bikes, electric scooters, and electric personal assistive mobility devices.

- A. Registration ~~of bicycles~~ required. No person who resides within the City of Two Rivers shall operate or propel a bicycle, e-bike, electric scooter or electric personal assistive mobility device upon any public highway, public recreation trail, bicycle way or bicycle path within the City, or on property owned or leased by the City, which has not been duly registered and licensed as provided in this chapter. The owner shall apply for registration within 10 days of purchase and delivery of the bicycle, e-bike, electric scooter or electric personal assistive mobility device. A rental agency shall not rent or offer any bicycle, e-bike, electric scooter or electric personal assistive mobility device, for rent unless registered and an identification tag is attached thereto as provided herein and such bicycle, e-bike, electric scooter or electric personal assistive mobility device has not been modified from the original manufacturer in such a way as to make said device unsafe.
- B. How made. Registration shall be made by filing with the Police Department on forms provided by the City, giving the name, address and date of birth of the owner and a complete description of the bicycle, e-bike, electric scooter or electric personal assistive mobility device, including the name of the manufacturer, style, model, serial number, and color. If the bicycle, e-bike, electric scooter or electric personal assistive mobility device has no serial number, the Police Department shall assign one.
- C. Registration fee. The fee for registration and license of a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall be as provided for in Chapter 1-2, Fees, of this Code. Police patrol bicycles and other city owned vehicles or devices are exempt from this provision.
- D. Identification tag. The registering employee or officer shall issue to the registrant an identification tag. The identification tag shall be immediately affixed to the registered bicycle, e-bike, electric scooter or electric personal assistive mobility device, and shall be firmly attached to the bicycle, e-bike, electric scooter or electric personal assistive mobility device for which issued and kept visible and clean at all times. The identification tag shall permit the bicycle, e-bike, electric scooter or electric personal assistive mobility device to be operated upon the City streets, public recreation trail, bicycle path or bicycle way within the City, or on property owned or leased by the City.

- E. Unsafe bicycles, e-bikes, electric scooters or electric personal assistive mobility devices registered. No bicycle, e-bike, electric scooter or electric personal assistive mobility device shall be registered which is in an unsafe mechanical condition.
- F. Owner to register. The licensing authority shall not register any bicycle, e-bike, electric scooter or electric personal assistive mobility device which it knows or has reasonable grounds to believe is not owned by or lawfully in the possession of the applicant.
- G. Change of ownership.
- (1) Within 10 days after any bicycle, e-bike, electric scooter or electric personal assistive mobility device registered as provided herein is sold or transferred to a new owner, the new owner shall report such information to the Police Department and shall apply for and obtain the transfer of the registration through the Police Department. Within 10 days after any bicycle, e-bike, electric scooter or electric personal assistive mobility device is dismantled or taken out of operation, the person in whose name the bicycle, e-bike, electric scooter or electric personal assistive mobility device is registered shall report such information to the Police Department. The Police Department shall thereupon cancel the registration of the bicycle, e-bike, electric scooter or electric personal assistive mobility device.
  - (2) Every person who transfers the title of any bicycle, e-bike, electric scooter or electric personal assistive mobility device shall endorse upon the form provided by the City the name, address, and date of birth of the transferee, the date of the transfer and the identification tag number affixed to the bicycle, e-bike, electric scooter or electric personal assistive mobility device. The transferee, upon registration, shall pay a transfer fee as provided for in Chapter 1-2, Fees, of this Code. The bicycle, e-bike, electric scooter or electric personal assistive mobility device identification tag remains with the bicycle, e-bike, electric scooter or electric personal assistive mobility device and is not transferable to a different bicycle, e-bike, electric scooter or electric personal assistive mobility device.

### § 8-3-3 Responsibility of parent ~~or~~ , guardian, or rental agency.

No parent or guardian of any child, or rental agency shall authorize or knowingly permit a child to violate any of the provisions of this chapter or of any ordinance or state law applicable to the registration or operation of bicycles, e-bikes, electric scooters or electric personal assistive mobility devices, and shall be responsible for the safety and maintenance of said device. Any person, who owns, operates or rides upon a bicycle, e-bike, electric scooter or electric personal assistive mobility device on a City street, public recreation trail, bicycle path or bicycle way within the City, or on property owned or leased by the City, does so at that person's own risk and peril and assumes all liability resulting from the operation of the device. The City in no way shall be liable for accidents, injuries or death involving the operation of the device.

### § 8-3-4 Display of registration.

The identification tag issued under this chapter shall be affixed to the registered bicycle, e-bike, electric scooter or electric personal assistive mobility device so as to be plainly seen and read and shall remain so affixed until ordered removed by the Police Department for cause or until expiration of the registration. In the case of theft or loss of the identification tag, a replacement tag shall be issued upon payment of a fee as provided for in Chapter 1-2, Fees, of this Code.

### § 8-3-5 Exemption from registration.

Any nonresident of the City who has duly registered his/her bicycle, e-bike, electric scooter or electric personal assistive mobility device in another jurisdiction, or who resides in another jurisdiction which has no registration requirements, may operate his/her bicycle, e-bike, electric scooter or electric personal assistive mobility device in the City without obtaining local registration.

### § 8-3-6 Removal and alteration of identification tags.

- A. Removal prohibited. No person shall remove an identification tag from a bicycle, e-bike, electric scooter or electric personal assistive mobility device during the period for which it is issued.
- B. Alteration prohibited. No person shall alter or counterfeit any identification tag.

### § 8-3-7 Unclaimed or unidentified bicycles, e-bikes, electric scooters or electric personal assistive mobility devices.

All abandoned or unidentified bicycles, e-bikes, electric scooters or electric personal assistive mobility devices shall be delivered to the Police Department for storage, and all such bicycles, e-bikes, electric scooters or electric personal assistive mobility devices remaining in the hands of the Police Department after 60 days shall be sold at the next scheduled police auction.

### § 8-3-8 Operating rules.

No person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device upon any City street, public recreation trail, bicycle path or bicycle way within the City, or on property owned or leased by the City, shall fail to observe any applicable traffic regulations of the municipality and state or to comply with the following regulations:

- A. Operator and ~~Carrying extra~~ passenger. The manufacturer's recommended operator and seating capacity shall not be exceeded. Bicycle operators shall not use a bicycle to carry another person; however, a bicycle operator may carry or transport a child seated in an auxiliary child's seat or trailer designed for attachment to a bicycle if the seat or trailer is securely attached to the bicycle according to the directions of the manufacturer of the seat or trailer. No child under age 16 may operate a class 3 electrical bicycle and no class 3 electrical bicycle may be operated on any public recreation trail, bicycle path or bicycle way within the City, or on property owned or leased by the City, except upon any City street.
- B. Stunt or trick riding. No person operating ~~or pedaling~~ a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall participate in any trick or stunt riding or racing on any City street, public recreation trail, bicycle path or bicycle way within the City, or on property owned or leased by the City, unless such race or contest is held pursuant to permission granted by the authority having jurisdiction over the highway, or with the express written consent of the City Council.
- C. Towing ~~with bicycle~~. No person riding or operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall tow, drag or cause to be drawn behind the bicycle, e-bike, electric scooter or electric personal assistive mobility device, any person on roller skates, coaster sled, or any other type of conveyance not designed to be towed by a bicycle, e-bike, electric scooter or electric personal assistive mobility device.

- D. Obedience to traffic control devices. Any person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall obey the instructions of official traffic control devices applicable to vehicles unless otherwise directed by a law enforcement officer.
- E. Stopping, turning and signaling.
- (1) Signal required. No bicycle, e-bike, electric scooter or electric personal assistive mobility device operator shall suddenly stop, slow down, or turn without giving proper signal, or when the vehicle or device is not equipped with traffic signals by the manufacturer, an arm signal is required by state law for the operation of motor vehicles or devices on roadways. No person shall turn a bicycle, e-bike, electric scooter or electric personal assistive mobility device into an intersection unless the bicycle, e-bike, electric scooter or electric personal assistive mobility device is in proper position upon the roadway or turn to enter a private roadway or driveway unless the bicycle, e-bike, electric scooter or electric personal assistive mobility device is in proper position on the roadway as required or suddenly turn a bicycle, e-bike, electric scooter or electric personal assistive mobility device upon a roadway unless and until such movement can be made with reasonable safety. If other traffic may be affected by such movement, no person shall so turn any bicycle, e-bike, electric scooter or electric personal assistive mobility device without giving an appropriate signal in the manner provided. Such signal shall be given continually during not less than 50 feet before turning. When given by arm and hand signals, such signals shall be given from left side of bicycle, e-bike, electric scooter or electric personal assistive mobility device in the following manner and shall indicate as follows:
    - (a) Left turn: hand and arm extended horizontally.
    - (b) Right turn: hand and arm extended upward.
    - (c) Stop or decrease speed: hand and arm extended downward.
  - (2) Prohibited turns. Whenever a uniform traffic control device indicates that no right or left turn or U-turn is permitted, no person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall disobey the direction of such device, except after dismounting from the bicycle, e-bike, electric scooter or electric personal assistive mobility device to make such turn, in which event said person shall then obey the regulations, ordinances and laws applicable to pedestrians.
  - (3) Right turns. Every person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device intending to turn to the right at an intersection, alley, or driveway shall approach the turning point in the line of traffic nearest the right-hand curb of the street.
  - (4) Left turns. Every person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device intending to turn left at an intersection or to enter an alley or driveway shall approach the point of turning in that lane farthest to the left which is lawfully available to traffic moving in the direction of travel of the bicycle, e-bike, electric scooter or electric personal assistive mobility device about to turn left, unless otherwise directed by official traffic control devices. At intersections where traffic is moving in the opposite direction, if it is not safe for the operator to make a left turn as above-described, he or she shall stay in the right-hand lane and drive to the opposite corner, dismount and walk the bicycle, e-bike, electric scooter or electric personal assistive mobility device to the left-hand corner and proceed. A bicycle, e-bike, electric scooter or electric personal assistive mobility device operat

may also make a left turn by driving to the opposite corner and then turning left and driving in the driving position.

- (5) Use of crosswalks. Crosswalks shall be used when walking a bicycle, e-bike, electric scooter or electric personal assistive mobility device through an intersection.
- F. Speed. No person shall operate a bicycle, e-bike, electric scooter or electric personal assistive mobility device at a speed greater than is reasonable and prudent under existing conditions or in excess of any posted speed limit. No person may operate a bicycle, e-bike, electric scooter, electric personal assistive mobility device, or other vehicle off roadway but on property owned by the city, including but not limited to City parks and public recreation trails, in excess of 15 mph.
- G. Clinging to moving vehicles. It shall be unlawful for any person riding upon a bicycle, e-bike, electric scooter or electric personal assistive mobility device to cling or attach ~~himself or his~~ themselves to a bicycle, e-bike, electric scooter or electric personal assistive mobility device to any moving vehicle.
- H. Single file riding. Every person when operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device on a public highway shall ride such bicycle, e-bike, electric scooter or electric personal assistive mobility device in a single file and at no time shall ride two or more abreast.
- I. Racing. No person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall participate in any race, speed or endurance contest with another bicycle, e-bike, electric scooter or electric personal assistive mobility device or with any ~~motor~~ other vehicle on a City street, public recreation trail, or on property owned or leased by the City, except in connection with a special event upon permission granted by the City Council after a report by the Chief of Police.
- J. Removal of hands from handlebars. No person operating a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall remove both hands from handlebars or feet from pedals nor practice any fancy or acrobatic riding or stunts in the operation of said bicycles, e-bikes, electric scooters or electric personal assistive mobility devices.
- K. Lights; reflectors. No person may operate a bicycle, e-bike, electric scooter or electric personal assistive mobility device upon a highway, bicycle lane or bicycle way during hours of darkness unless such bicycle, e-bike, electric scooter or electric personal assistive mobility device is equipped with or the operator is wearing a lamp emitting a white light visible from a distance of at least 500 feet to the front of such bicycle, e-bike, electric scooter or electric personal assistive mobility device. Such bicycle, e-bike, electric scooter or electric personal assistive mobility device shall also be equipped with a red reflector that has a diameter of at least two inches of surface area on the rear, so mounted and maintained as to be visible from all distances from 50 to 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to, but not in lieu of, the red reflector.
- L. Operation on roadway edge. The rider of a bicycle, e-bike, electric scooter or electric personal assistive mobility device shall ride as near as practicable to within five feet of the right-hand curb or edge of the roadway, except when passing another vehicle or in making a left-hand turn in an intersection.



### § 8-3-9 **Parking.**

No person shall park any bicycle, ~~e-bike, electric scooter or electric personal assistive mobility device~~ against windows or in the main traveled portion of any sidewalk or highway nor in such manner as to constitute a hazard to pedestrians, traffic or property. If there is no bicycle rack or other facility intended to be used for the parking of bicycles, ~~e-bikes, electric scooters or electric personal assistive mobility devices~~ in the vicinity, the operator may park a bicycle, ~~e-bike, electric scooter or electric personal assistive mobility device~~ on the sidewalk in the upright position parallel to and within 24 inches of the curb.

### § 8-3-10 **Operation on sidewalks.**

- A. No person shall ~~run or propel~~ operate any bicycle, ~~e-bike, electric scooter or electric personal assistive mobility device~~ on any sidewalk within the City, except bicycles with wheels 20 inches in diameter or less in residential areas for the purpose of learning, or bicycles being operated by a Police Bicycle Patrol Officer ~~or other city vehicle~~ operating within the performance of ~~his city~~ duties.
- B. Bicycles, ~~e-bikes, electric scooters or electric personal assistive mobility devices of all sizes~~ may be operated on bridge sidewalks, but shall maintain the right-of-way to pedestrians.
- C. Notwithstanding Subsection A hereof, the City Council may, by motion or resolution, permit the operation of bicycles, ~~e-bikes, electric scooters or electric personal assistive mobility devices~~ on designated sidewalks of the City, in its discretion, when it believes permitting such operation is appropriate and consistent with ~~the~~ public health and safety. Copies of any such resolution or motion shall be maintained at the office of the City Clerk and shall be available for public inspection during normal office hours. Such permission shall be subject to signage or other requirements imposed by applicable law.

### § 8-3-11 **Violations and penalties.**

**[Amended at time of adoption of Code (see Title 1, General Provisions, Ch. 1-1, Art. III)]**

Any person who shall violate any of the provisions of this chapter shall be punished by any of the following methods, subject to the requirements of state law:

- A. Any person over the age of 12 who violates any provision of this chapter shall be subject to the following penalties:
  - (1) First offense penalty. ~~Any person over the age of 12 who shall violate any provisions of this chapter~~ shall forfeit not less than \$5 nor more than \$1,500.
  - (2) Second offense penalty. ~~Any person over the age of 12 who shall violate any provisions of this chapter for the second time within a one-year period~~ shall forfeit not less than \$10 nor more than \$1,500.
  - (3) Third offense penalty. ~~Any person over the age of 12 who shall violate any provisions of this chapter for the third or subsequent time within a one-year period~~ shall forfeit not less than \$20 nor more than \$1,500.



**TWO  
RIVERS**  
WISCONSIN

## POLICE DEPARTMENT

Section 11, Item E.

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



Date: March 17, 2022  
To: Gregory E. Buckley, City Manager  
From: Brian W. Kohlmeier, Chief of Police  
Ref: Amendments to 1-2-1, Fees as related to Taxi & Taxi License

Two Rivers Municipal Ordinance 1-2-1: **License, permit and other fees established.** The purpose of these amendments is to amend the fees associated with Direct Sellers, Taxi, and Taxi Driver. Additionally, amendments include language changes to accommodate the proposed bike ordinance changes.

The following items are suggested to be included in an ordinance amendment:

- 6-4-4C, **Direct Sellers:** Increase fee from \$10 to \$20 to better reflect the current cost of processing and obtaining the necessary records checks.
- 6-6-6, **Taxi:** Increase fees from \$5 to \$25 to better reflect the current cost of processing the application and inspecting the vehicle.
- 6-6-6D, **Taxi Driver:** Increase fees from \$5 to \$20 to better reflect the current cost of processing and obtaining the necessary records checks.
- 8-3-2C thru 8-3-4, Relating to **Bicycles:** Add language to include “e-bike, electric scooter or electric personal assistive mobility device.” There currently is NO fee for bicycle registration and no change is being requested.

The aforementioned recommendations have been added to a draft revised ordinance for presentation to the City Council.





§ 1-2-1 License, permit and other fees established.  
 [Amended 5-4-2020; 11-30-2020; 1-6-2020; 3-1-2021; 4-5-2021; 6-7-2021]

License, permit and other fees shall be as follows:

| Code Section             | License/Permit   | Fee                    |
|--------------------------|--|------------------------|
| 2-5-1                    | Application for Zoning Map change  | \$350                  |
| 2-5-1                    | Application for conditional use permit, planned unit development, recreational vehicle court, drive-in business, plan review, Zoning Code variance request or Comprehensive Plan amendment | \$350                  |
| 2-5-1                    | Zoning Code text amendment   | \$150                  |
| 2-5-1                    | Request for vacating street or alley   | \$350                  |
| 2-5-1                    | Proposal for land division or redivision requiring a plat or survey  | \$10/lot; minimum \$30 |
| 3-1-2; 3-1-4 thru 3-1-11 | Fire prevention  | \$100                  |
| 3-1-3                    | Bonfires and outdoor fires permit  | \$25                   |
| 3-1-5                    | Vehicle fee - command vehicle  | \$90/hour              |
| 3-1-5                    | Personnel cost (per 1/2 hour)  | Actual personnel cost  |
| 3-1-5                    | Administrative fee   | \$20                   |
| 3-1-5                    | Incineration/disposal fee  | \$75                   |
| 3-1-5                    | Materials fee  | Actual                 |
| 3-1-5                    | Miscellaneous fee  | Actual                 |
| 3-1-12                   | Fire suppression fee - Class A or B foam   | \$100                  |
| 3-1-12                   | Training fees - CPR class per person (4 hours)   | \$45                   |
| 3-1-12                   | Training fees - CPR/first aid (8 hour class)   | \$55                   |
| 3-1-12                   | Fire extinguisher training (per class)   | \$100                  |
| 3-2-1                    | Emergency vehicle  | See below              |
| 3-2-1                    | Basic life support   | \$580                  |
| 3-2-1                    | ALS nonemergency   | \$660                  |
| 3-2-1                    | BLS emergency - resident   | \$700                  |
| 3-2-1                    | BLS emergency - nonresident  | \$775                  |
| 3-2-1                    | ALS 1 emergency - resident   | \$790                  |
| 3-2-1                    | ALS 1 emergency - nonresident  | \$870                  |
| 3-2-1                    | ALS 2 emergency - resident   | \$810                  |
| 3-2-1                    | ALS 2 emergency - nonresident  | \$890                  |
| 3-2-1                    | Specialty care transport (SCT) - resident  | \$920                  |
| 3-2-1                    | Specialty care transport (SCT) - nonresident   | \$1,000                |
| 3-2-1                    | Third-party ALS assist   | \$80                   |
| 3-2-1                    | Patient assessment/assist charge   | \$105                  |
| 3-2-1                    | On-scene medical service charge (BLS)  | \$160                  |
| 3-2-1                    | On-scene medical service charge (ALS)  | \$210                  |
| 3-2-1                    | Intercept (Level I)  | \$250                  |
| 3-2-1                    | Intercept (Level II)   | \$300                  |
| 3-2-1                    | Additional attendant charge  | Actual personnel cost  |
| 3-2-1                    | Wait time (1/2-hour increments)  | \$50/hour              |
| 3-2-1                    | Loaded mileage (all calls)   | \$20/mile              |
| 3-2-1                    | Ambulance standby (4-hour event)   | \$125                  |
| 3-2-1                    | Ambulance standby additional time (1/2-hour increments)  | \$50/hour              |

| Code Section | License/Permit  | Fee  | Section 11, Item E. |
|--------------|---|--|---------------------|
| 3-2-1        | Vehicle fee - engine  | \$250  |                     |
| 4-1-1B       | Permit to construct, maintain or repair utilities within street right-of-way  | See below  |                     |
| 4-1-1B       | Application fee per submitted approved utility plan right-of-way  | \$10   |                     |
| 4-1-1B       | Boring(s) - under street  | \$75   |                     |
| 4-1-1B       | Street opening (standard street opening permit)   | \$80   |                     |
| 4-1-1B       | Contractor closing road   | \$50 per day   |                     |
| 4-1-1B       | Sidewalk repair - per property owner  | \$20   |                     |
| 4-1-1B       | Street opening permit - street restoration work shall be done by the Department of Public Works and billed to the bonded plumber or authorized public utility at a rate of time and materials | \$80   |                     |
| 4-1-1B       | Failure to obtain a permit prior to project start results in double the regular permit fee  |  |                     |
| 4-1-4G       | Sidewalk repair or replacement (form inspection required)   | \$20   |                     |
| 4-1-4G       | Sidewalk installation where grade and alignment stakes are needed (staking and form inspection required)  | \$50   |                     |
| 4-1-4G       | Failure to obtain a permit prior to project start results in double the regular permit fee  |  |                     |
| 4-1-10F(1)   | Merchandise or personal property on public sidewalks or within public rights-of-way in the Central Business District  | First or initial permit granted to any business at a specific location shall be at no cost to the applicant; subsequent permits shall be \$10 per year |                     |
| 5-2-5        | Sewer service charges   |  |                     |
| 5-6-24       | Commercial refuse/recycling hauler - per vehicle  | \$25   |                     |
| 6-1-4C(3)    | Temporary beverage operator   | \$5  |                     |
| 6-1-4D       | Intoxicating liquor license - retail, "Class A"   | \$500/year   |                     |
| 6-1-4D       | Intoxicating liquor license - retail, "Class B"   | \$275/year   |                     |
| 6-1-4D       | Fermented malt beverage license - retail, Class "A"   | \$50/year  |                     |
| 6-1-4D       | Fermented malt beverage license - retail, Class "B"   | \$100/year   |                     |
| 6-1-4D       | Wine license - retail, "Class C"  | \$100/year   |                     |
| 6-1-4D       | Temporary Class "B" fermented malt beverage and/or "Class B" wine - picnic license  | \$10   |                     |
| 6-1-4D       | Fermented malt beverage license - wholesaler's license  | \$25/year  |                     |
| 6-1-10       | Transfer license fee  | \$10   |                     |
| 6-1-14       | Replacement, lost license fee   | \$5  |                     |
| 6-1-19D      | Fermented malt beverage license - beer garden   | \$50/year  |                     |
| 6-2-4        | Beverage operator - 1-year  | \$37   |                     |
| 6-2-4        | Beverage operator - 2-year  | \$52   |                     |
| 6-3-1        | Cigarette sales   | \$100  |                     |
| 6-4-4C       | Direct sellers  | <del>\$10</del> 20   |                     |
| 6-5-3        | Dog license - spayed/neutered   | \$10   |                     |
| 6-5-3        | Dog license - unspayed/unneutered   | \$15   |                     |

| Code Section | License/Permit   | Fee                  |
|--------------|--|----------------------|
| 6-5-3        | Multiple dog license - 12 dogs or under  | \$35                 |
| 6-5-3        | Multiple dog license - each dog over 12  | \$3                  |
| 6-5-4        | Kennel license - any combination of animals not exceeding 10                               | \$50                 |
| 6-5-4        | Kennel license - any combination of animals exceeding 10                                   | \$75                 |
| 6-5-5        | License late fee   | \$10                 |
| 6-5-8        | Animal shelter transfer fee  | \$50                 |
| 6-5-21       | Waiver permits for 4 to 6 dogs, 6 to 10 cats or any combination thereof not to exceed 10   | \$25                 |
| 6-5-21       | Waiver permits for more than 6 dogs, more than 10 cats or combination thereof exceeding 10 | \$50                 |
| 6-5-22       | Chicken and ducks license  | \$10                 |
| 6-5-23       | Keeping of honey bees permit   | \$30                 |
| 6-5-23       | Keeping of honey bees late fee   | \$5                  |
| 6-6-6        | Taxi   | <del>\$5</del> 25    |
| 6-6-8D       | Taxi driver  | <del>\$5</del> 20    |
| 6-7-1D       | Auctions - per day   | \$15                 |
| 6-7-1D       | Auctions - per year  | \$200                |
| 6-9-3D(1)    | Massage establishments   | \$25                 |
| 6-9-4B(1)    | Massage technicians  | \$10                 |
| 6-10-1B      | Closing-out sales - 15 days  | \$25                 |
| 6-10-1B      | Closing-out sales - 30 days  | \$50                 |
| 6-10-1B      | Closing-out sales - 60 days  | \$75                 |
| 6-10-1B      | Closing-out sales - fee per \$1,000 of inventory   | \$1/M                |
| 6-10-2       | Pawnbroker   | \$210                |
| 6-10-2       | Secondhand article dealer  | \$27.50              |
| 6-10-2       | Secondhand jewelry dealer  | \$30                 |
| 6-10-2       | Secondhand article dealer - mall or flea market  | \$165                |
| 6-10-3B      | Farmer's market Thursday market  | \$30                 |
| 6-10-3B      | Farmer's market Saturday market  | \$30                 |
| 6-10-3B      | Farmer's market Thursday and Saturday market combo   | \$50                 |
| 6-10-3B      | Farmer's market per day  | \$10                 |
| 6-10-4C      | Block party permit   | \$35                 |
| 7-4-8        | Terrace tree permit  | No fee               |
| 7-4-15B      | Landscape/tree removal - new   | \$50                 |
| 7-4-15E      | Landscape/tree removal - renewal   | \$25                 |
| 7-5-4        | Cemetery lot - grave space   | \$750                |
| 7-5-4        | Cemetery lot - grave space in children's section (for ages 10 and younger)                 | \$375                |
| 7-5-6        | Cemetery burial - adult grave 6 feet or longer   | \$850                |
| 7-5-6        | Cemetery burial - child/infant grave less than 6 feet (for ages 10 and younger)            | No charge            |
| 7-5-6        | Cemetery burial - interment of cremains or amputations                                     | \$550                |
| 7-5-6        | Cemetery burial - use of greens and lowering device  | No charge            |
| 7-5-6        | Cemetery deed exchange administrative fee  | \$50 per transaction |
| 7-5-13       | Funeral arriving after 3:30 p.m., Monday through Friday                                    | \$350                |
| 7-5-13       | Grave digging - Saturday   | \$350                |

| Code Section        | License/Permit  | Fee                   | Section 11, Item E. |
|---------------------|---|-----------------------|---------------------|
| 7-5-13              | Burial - Saturday   | \$350                 |                     |
| 8-3-2C              | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration - less than 6 years but more than 5 years   | No charge             |                     |
| 8-3-2C              | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration - less than 5 years but more than 4 years   | No charge             |                     |
| 8-3-2C              | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration - less than 4 years but more than 3 years   | No charge             |                     |
| 8-3-2C              | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration - less than 2 years but more than 1 year  | No charge             |                     |
| 8-3-2C              | Bicycle registration, e-bike, electric scooter or electric personal assistive mobility device - less than 1 year  | No charge             |                     |
| 8-3-2G              | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration transfer  | No charge             |                     |
| 8-3-4               | Bicycle, e-bike, electric scooter or electric personal assistive mobility device registration replacement fee   | \$0                   |                     |
| 8-9-5B              | Golf cart annual registration fee   | \$25                  |                     |
| 10-1-7D(7)          | Tower fees  | \$1 per vertical foot |                     |
| 10-1-13E            | Driveway permit (cost of street restoration to be paid by applicant in addition to fee if necessary)  | \$50                  |                     |
| 10-1-13E            | Parking lot fee   | \$100                 |                     |
| 10-1-15G(4)(c)[4]   | Storage canopy  | \$50                  |                     |
| 10-1-15G(4)(d)[3]   | Storage canopy  | \$50                  |                     |
| 10-1-16 and 10-1-17 | Towers  | \$1 per vertical foot |                     |
| 10-4-4B             | Sign permit, initial installation   | \$50                  |                     |
| 10-4-5A             | Annual sign or awning permit  | \$10                  |                     |
| 11-1-10             | Site and architectural plan review - new construction/additions/alterations/change in use   |                       |                     |
|                     | Building area under 10,000 square feet  | \$200                 |                     |
|                     | Building area 10,000 square feet to 50,000 square feet  | \$300                 |                     |
|                     | Building area greater than 50,000 square feet   | \$400                 |                     |
| 11-1-10             | Minor modifications and additions to previously submitted site and architectural plans, including charges or additional submittals pertaining to paving, landscaping, lighting, etc., not affecting the building envelope | \$100                 |                     |
| 11-1-10             | There shall be no site and architectural plan review fee required for the construction of new parking lots; the permit fee for parking lot permits is addressed in § 10-1-13E   |                       |                     |
|                     | Minor accessory buildings and structures  | \$100                 |                     |
| 11-1-15             | Building permit fees - permit not required for minor repairs. No permit required for repairs or minor alterations costing less than \$1,000,  | No charge             |                     |

| Code Section | License/Permit  | Fee       | Section 11, Item E. |
|--------------|---|-----------|---------------------|
|              | which do not change the occupancy, area, structural strength, fire protection, exits, lighting or ventilation of a building   |           |                     |
| 11-1-15      | Alterations and repairs (per \$1,000 of project cost, \$50 minimum)   | \$10      |                     |
| 11-1-15      | 1- and 2-family dwelling and residential garages (per 1,000 cubic feet)   | \$10      |                     |
| 11-1-15      | Multifamily (3 or more) dwelling (per 1,000 cubic feet)   | \$10      |                     |
| 11-1-15      | Business/church/school/assembly hall (Per 1,000 cubic feet)   | \$10      |                     |
| 11-1-15      | Manufacturing/processing/storage (per 1,000 cubic feet)   | \$10      |                     |
| 11-1-15      | Additions (same as new construction of same category)   |           |                     |
| 11-1-15      | Accessory buildings and structures, pools, etc., minimum fee  | \$50      |                     |
| 11-1-15      | Home occupation permit  | \$50      |                     |
|              |   | \$350 CUP |                     |
| 11-1-15      | Fuel storage tanks - installation (per tank)  | \$75      |                     |
| 11-1-15      | Fuel storage tanks - removal, repairs and alterations (per tank)  | \$75      |                     |
| 11-1-15      | HVAC (new and replacements to include, but not limited to, heating, wind, solar or fuel conversions systems, fireplaces and space heaters (per unit, up to 150,000 BTU plus \$10 per each 50,000 BTU or fraction thereof over 150,000 BTU; [\$500 max]) | \$50      |                     |
| 11-1-15      | HVAC distribution systems (per 100 square feet of area) (\$50 minimum for alterations)  | \$2       |                     |
| 11-1-15      | Commercial/industrial exhaust hoods and systems (per unit)  | \$50      |                     |
| 11-1-15      | Wrecking permit (minimum plus \$3 per 1,000 cubic feet)   | \$50      |                     |
| 11-1-15      | Moving buildings over public rights-of-way (minimum plus \$2 per 1,000 cubic feet)  | \$150     |                     |
| 11-1-15      | Moving accessory buildings over public rights-of-way (less than 300 square feet)  | \$50      |                     |
| 11-1-15      | Moving a building or portion thereof from one location to another location on the same parcel   | \$50      |                     |
| 11-1-15      | Early start permit - excavating, footings and foundation  | \$100     |                     |
| 11-1-15      | Failure to obtain a permit prior to project start results in double the regular permit fee  |           |                     |
| 11-1-15      | Reinspection  | \$50      |                     |
| 11-1-15      | Plan examination for 1- and 2-family residential -New   | \$100     |                     |
| 11-1-15      | Plan examination for 1- and 2-family residential - addition/alterations   | \$50      |                     |
| 11-1-15      | 3+ residential - new/addition/alterations   |           |                     |

| Code Section | License/Permit  | Fee   |
|--------------|---|---|
| 11-1-15      | Commercial - addition/alterations<br>*Table 302.31-1 on state form SBD-118 as amended from time to time   | Table 302.31-1  |
| 11-1-15      | In addition to the above, the applicant is responsible to pay any plan examination, building permit and inspection fees prescribed by Wis. Adm. Code for commercial, industrial and multiple-family dwellings |   |
| 11-2-10      | Electrical permit fees  |   |
|              | Project cost  | Fee   |
|              | \$0 to \$500  | \$35  |
|              | \$501 to \$600  | \$40  |
|              | \$601 to \$700  | \$50  |
|              | \$701 to \$800  | \$50  |
|              | \$801 to \$900  | \$55  |
|              | \$901 to \$1,000  | \$60  |
|              | \$1,001 to \$2,000  | \$75  |
|              | \$2,001 to \$3,000  | \$90  |
|              | \$3,001 to \$4,000  | \$110   |
|              | \$4,001 to \$5,000  | \$125   |
|              | \$5,001 to \$6,000  | \$140   |
|              | \$6,001 to \$7,000  | \$155   |
|              | \$7,001 to \$8,000  | \$170   |
|              | \$8,001 to \$9,000  | \$185   |
|              | \$9,001 to \$10,000   | \$200   |
| 11-2-18      | Project costs exceeding \$10,000  | \$200 plus \$10 for each additional \$1,000 or part thereof (\$500 minimum) |
| 11-2-10      | Failure to obtain a permit prior to project start results in double the regular permit fee  |   |
| 11-3-6E      | Plumbing permit fees  |   |
|              | Project cost  | Fee   |
|              | \$0 to \$500  | \$35  |
|              | \$501 to \$600  | \$40  |
|              | \$601 to \$700  | \$45  |
|              | \$701 to \$800  | \$50  |
|              | \$801 to \$900  | \$55  |
|              | \$901 to \$1,000  | \$60  |
|              | \$1,001 to \$2,000  | \$75  |
|              | \$2,001 to \$3,000  | \$90  |
|              | \$3,001 to \$4,000  | \$110   |
|              | \$4,001 to \$5,000  | \$125   |
|              | \$5,001 to \$6,000  | \$140   |
|              | \$6,001 to \$7,000  | \$155   |
|              | \$7,001 to \$8,000  | \$170   |
|              | \$8,001 to \$9,000  | \$185   |
|              | \$9,001 to \$10,000   | \$200   |
| 11-3-6E      | Project costs exceeding \$10,000  | \$200 plus \$10 for each additional \$1,000 or part thereof (\$500 maximum) |
| 11-3-6E      | Failure to obtain a permit prior to project start results in double the regular permit fee  |   |
| 12-1-8A      | Plat review   | \$20  |

| Code Section | License/Permit  | Fee   | Section 11, Item E. |
|--------------|---|-------|---------------------|
|              | Special Plan Commission meeting (requested by applicant and requiring Plan Commission action)   | \$100 |                     |
|              | Other fees. The Council may by resolution set such other fees for licenses and permits not specifically described herein, or for the use of City property or facilities or the provision of services by the City not described herein, as it may in its discretion determine, unless an ordinance is required by applicable law |       |                     |