



**TWO  
RIVERS**  
WISCONSIN

# CITY COUNCIL MEETING

Monday, September 15, 2025 at 6:00 PM

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

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## AGENDA

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

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL BY CITY CLERK**

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

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

**5. INTRODUCTION OF INVITED GUESTS**

**6. PUBLIC HEARING**

- A. 25-176** Public Hearing to Amend a Previously Approved Planned Unit Development Plan for St. Mark's Square Located at 1110 Victory Street, Submitted by Curt Gesell (Applicant and Owner)

Recommended Action:

Motion to approve the amended planned unit development plan as recommended by the Plan Commission

**7. INPUT FROM THE PUBLIC**

**8. COUNCIL COMMUNICATIONS**

Letters and other communications from citizens

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

**10. CONSENT AGENDA**

- A. 25-177** Presentation of Minutes

1. City Council Regular Meeting, September 2, 2025

Recommended Action:

Motion to waive reading and adopt the minutes

- B. 25-178** Minutes of Meetings

1. Personnel and Finance Committee, August 1, 2025

2. Library Board, August 12, 2025

3. Explore Two Rivers Board of Directors, August 12 & September 9, 2025
4. Zoning Board of Appeals, September 4, 2025

Recommended Action:  
Motion to receive and file

**C.** **25-179** Safety Report

Recommended Action:  
Motion to receive and file

**D.** **25-180** Summary of Verified Bills for August 2025 of \$3,324,991.37

Recommended Action:  
Motion to receive and file

**E.** **25-181** Applications and Petitions

1. Temporary Class "B" License for Two Rivers Historical Society for Presentation of the Sister City Bronze Medallion to the City of Two Rivers event on September 16, 2025, 5:00 PM - 9:00 PM at 1622 Jefferson Street

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

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

**11. CITY COUNCIL - FORMAL ITEMS**

**A.** **25-182** Appointment of Jennifer Watry to a three year term on the Advisory Recreation Board, expiring May 1, 2028

Recommended Action:  
Motion to approve the appointment as recommended by the City Manager

**B.** **25-183** Land Lease Agreement Between the City of Two Rivers and Randy Meyer, Town of Two Rivers

Recommended Action:  
Motion to approve and authorize City Manager and City Clerk to sign the agreement on behalf of the City of Two Rivers

**C.** **25-184** Resolution Authorizing the Submission of an Application for a 2026 Wisconsin DNR Urban Forestry Grant

Recommended Action:  
Motion to waive reading and adopt the resolution

**D.** **25-185** Resolution Amending 2025 Budgets for Urban Forestry and Community Development to Provide Additional Funding for Tree Removals

Recommended Action:  
Motion to waive reading and adopt the resolution

- E. **25-186** Consider Proposed Parking Restriction: Create a 15-Minute Loading Zone between the two driveways servicing 1900 School Street (K&L Enterprises)

Recommended Action:

Motion to remove the existing No Parking restriction located between the two driveways servicing 1900 School Street (K&L Enterprises) and replace it with a 15-Minute Loading Zone

- F. **25-187** Ordinance to Amend Section 5-2-5 of the Municipal Code, "Amount of Sewer Service Charges"

Recommended Action:

Motion to waive reading and adopt the ordinance, as recommended by the Public Works Committee

- G. **25-168** Resolution Adopting Proposed Settlement Agreement Between Two Rivers Police Local 13 and the City of Two Rivers--New, 2-Year Collective Bargaining Agreement

Recommended Action:

Motion to waive reading and adopt the resolution

## 12. CITY MANAGER'S REPORT

- A. Community Input on the Reimagining of the Neshotah Beach Concession Stand

## 13. FOR INFORMATION ONLY

- City Council Work Session, Monday, September 29, 2025, 6:00 PM, on-site at the Neshotah Beach Concession Stand
- City Council Regular Meeting, Monday, October 6, 2025, 6:00 PM

## 14. CLOSED SESSION

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

- Discuss possible sale of City owned property
- Consideration of employment, promotion, pay, or performance of a public employee

## 15. RECONVENE IN OPEN SESSION

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

## 16. ADJOURNMENT

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

*In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Two Rivers will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City Clerk's office at 920-793-5526 or email [clerk@two-rivers.org](mailto:clerk@two-rivers.org) at least 48 hours prior to the scheduled meeting or event to request an accommodation. For additional assistance, individuals with hearing or speech disabilities can call 711 and be connected to a telephone relay system. It is possible that members of and possibly a quorum of governmental bodies of the municipality may be in attendance at the above stated meeting to gather information; no other action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.*

**LAND DEVELOPMENT APPLICATION**APPLICANT Curt Gesell TELEPHONE (920)242-0464MAILING ADDRESS 5834 Cty Rd B Manitowoc WI 54220  
(Street) (City) (State) (Zip)PROPERTY OWNER Curt Gesell TELEPHONE (920)242-0464MAILING ADDRESS 5834 Cty Rd B Manitowoc WI 54220  
(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 type="checkbox"/> Zoning District Change	<input checked="" type="checkbox"/> Other

STATUS OF APPLICANT: ☒ Owner ☐ Agent ☐ Buyer ☐ OtherPROJECT LOCATION 1110 Victory St & Adjoining Lot TYPE OF STRUCTURE Brick dwelling (previously convent) & empty lotPRESENT ZONING PUD REQUESTED ZONING PUDPROPOSED LAND USE Amend existing PUD development plan for 2 parcels identifiedPARCEL # 311-003-010-6 & 311-003-021-1 ACREAGE 0.138 & 0.492LEGAL DESCRIPTION VICTORY ADD S 25' OF LOTS 1 & 2 & N 45' OF LOTS 11 & 12 BLK 3 / TRACT 11 OF CSM V24 P29 BEING A REDIVISION OF TRACT 1 OF CSM V23 P63**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 Curt Gesell Date 7/7/2025  
(Property Owner)**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	_____
Date Fee(s) Paid	_____
Plan(s) Submittal Date	_____
Plan Comm Appearance	_____

\$ \_\_\_\_\_ TOTAL FEE PAID APPLICATION, PLANS &amp; FEE RECEIVED BY \_\_\_\_\_



1110 Victory St was previously the convent for St. Marks Church. I would like to amend the existing PUD development plan for it and the empty lot next to it in order to change the interior layout to a 4 Unit Housing Complex while preserving the existing historical exterior. I have a future plan to also build an additional 4 Unit Housing Complex on the empty lot next to the convent.

The proposed buildings are 3,823 square feet, per the owner.  
-A.T.



**CHANGING MILESTONES**

### THE DATA

PROJECT # 02237J
CAD FILE
DATE: JULY 14, 2008
DRAWN BY:



**Sec. 10-1-41. Subsequent change or addition to approved PUD plan.**

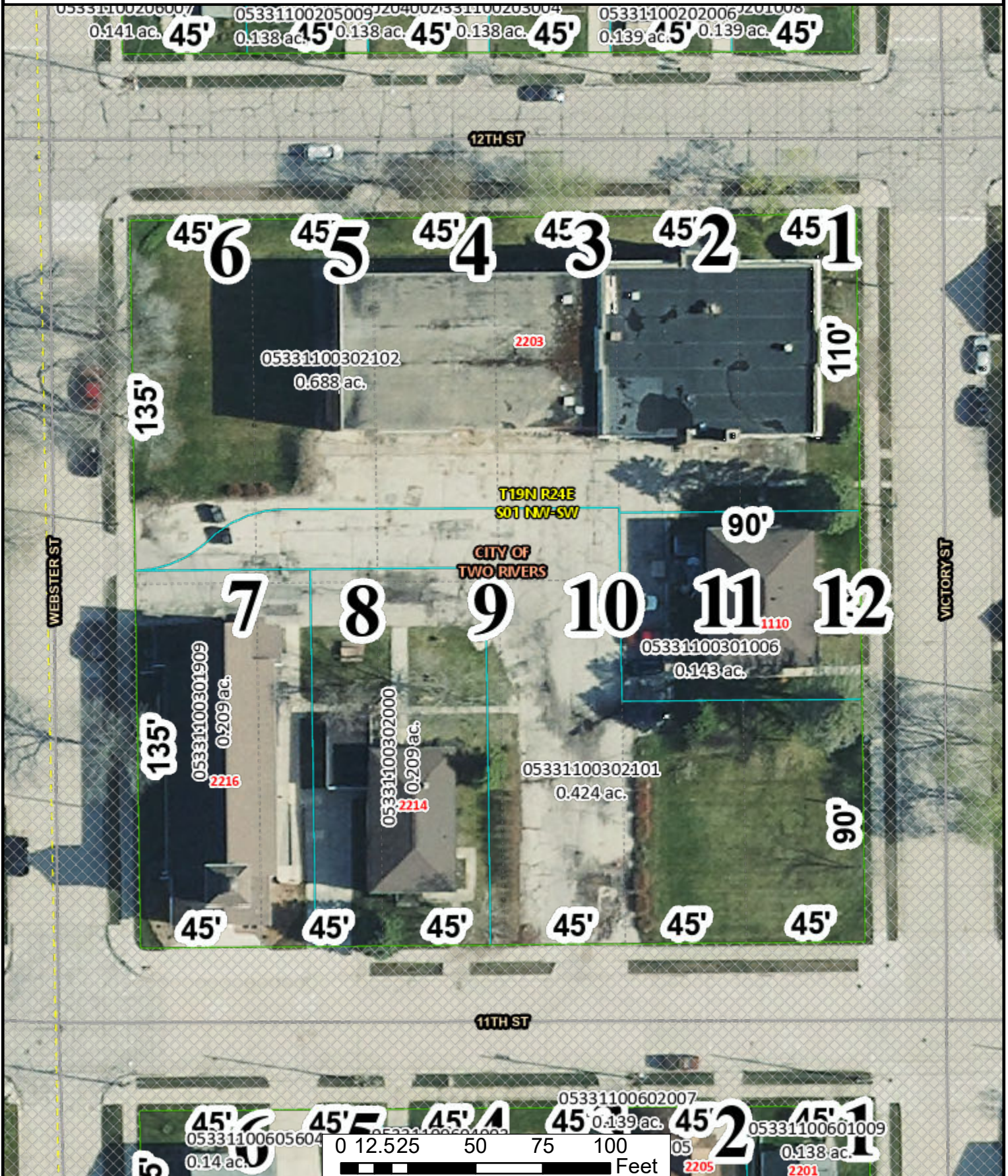
Any subsequent change or addition to an approved plan shall first be submitted for recommendation to the plan commission. The plan commission shall make its recommendation to the city council. If in the city council's opinion the change or addition is substantial, keeping in mind how substantial is defined below, the city council shall call for a public hearing on such proposed change or addition. Without limitation to the city council's right to determine any other substantial change, a change may be construed to be "substantial" if it results in any of the following:

- A. An increase in density.
- B. An increase in traffic congestion.
- C. Creation of service problems.
- D. Change in project design, architecture, or aesthetics.



# Manitowoc County Parcel Viewer

Section 6, Item A.



Author:  
Date Printed: 8/7/2025



The burden for determining fitness for use rests entirely upon the user of this website. Manitowoc County and its co-producers will not be liable in any way for accuracy of data and they assume no responsibility for direct, indirect, consequential, or other damages.





**TWO  
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## CITY COUNCIL MEETING

Tuesday, September 02, 2025 at 6:00 PM

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

### MINUTES

**1. CALL TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL BY DEPUTY CITY CLERK**

Councilmembers: Mark Bittner, Doug Brandt, Shannon Derby, Bill LeClair, Darla LeClair, Tim Petri, Scott Stechmesser, Adam Wachowski, Bonnie Shimulunas (arrived at 6:16 PM)

Also Present: Parks and Recreation Director, Mike Mathis; Public Works Director, Matthew Heckenlaible; Finance Director, Kasandra Paider; Fire Chief, David Murack; IT Assistant, Dave Dassey; City Manager, Kyle Kordell; City Attorney, Andrew Adams (via telephone)

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

None.

**5. INTRODUCTION OF INVITED GUESTS**

None.

**6. PUBLIC HEARING**

None.

**7. INPUT FROM THE PUBLIC**

None.

**8. COUNCIL COMMUNICATIONS**

Letters and other communications from citizens

Council members reported receiving a number of communications from residents. Many expressed congratulations on the success of the recent beach camping event, which was well-received by the community. Others shared concerns about the cost of the new beach pavilion and voiced frustration over increased sewer rates.

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

Councilmember Derby gave a brief update on the recent Public Utilities Committee meeting. She stated that they discussed updates on current and future projects, specifically the replacement of lead service laterals. Additionally, the electric department conducted a mock emergency training exercise, which helped establish improved protocols to follow in the event of a real emergency.

**10. CONSENT AGENDA**

**A. 25-169** Presentation of Minutes

1. City Council Regular Meeting, August 18, 2025
2. City Council Work Session, August 25, 2025

Recommended Action:

Motion to waive reading and adopt the minutes

**B. 25-170** Minutes of Meetings

1. Room Tax Commission and Explore Two Rivers Board of Directors Joint Meeting, July 29, 2025
2. Committee on Aging, August 4, 2025
3. Public Utilities Committee, August 4, 2025
4. Public Works Committee, August 6, 2025
5. Architectural Control Committee, August 22, 2025

Recommended Action:

Motion to receive and file

**C. 25-171** Applications and Petitions

1. Temporary Class "B" License for Friends of the Van der Brohe Arboretum for Garden Wine Walk on October 11, 2025, 3:00 PM - 8:00 PM at 3800 Lincoln Avenue

Recommended Action:

Motion to approve the application and authorize issuance of the license

**RECOMMENDED ACTION FOR CONSENT AGENDA**

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

Motion passed with a voice vote.

Motion made by Petri, seconded by Derby.

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

**11. CITY COUNCIL - FORMAL ITEMS**

**A. 25-172** Resolution Authorizing The Issuance And Sale Of Up To \$352,978 Water System Revenue Bonds, Series 2025A, And Providing For Other Details And Covenants With Respect Thereto

Recommended Action:

Motion to waive reading and adopt the resolution

Motion passed with a roll call vote.

Motion made by B. LeClair, seconded by Brandt.

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

**B. 25-173** Resolution Authorizing The Issuance And Sale Of Up To \$1,038,658 Water System Revenue Bonds, Series 2025B, And Providing For Other Details And Covenants With Respect Thereto

Recommended Action:

Motion to waive reading and adopt the resolution

Motion passed with a roll call vote.

Motion made by Bittner, seconded by B. LeClair.

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

**C. 25-174** Resolution Authorizing the Submission of a DNR Grant Application for Washington Park Shoreline Restoration

Recommended Action:

Motion to waive reading and adopt the resolution

Motion passed with a roll call vote.

Motion made by Brandt, seconded by Derby

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

**D. 25-175** Award of bid for contract 6-2025: Curb & Gutter and Paving (Sandy Bay Highlands Subdivision No. 3)

Recommended Action:

Motion to award the contract to Vinton Construction Company of Manitowoc, based on its lowest qualified bid, in the amount of \$342,593.90

Motion passed with a roll call vote.

Motion made by D. LeClair, seconded by Bittner

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

**\*\*Deputy Clerk Note: Councilmember Bonnie Shimulunas arrived during voting at 6:16 PM.\*\***

## 12. CITY MANAGER'S REPORT

City Manager, Kyle Kordell had a few items to brief the council and residents on, along with Public Works Director, Matthew Heckenlaible and Parks and Recreation Director, Mike Mathis.

The City continues efforts to improve pedestrian safety along Memorial Drive by conducting a two-phase traffic study aimed at reducing speed limits. Lower speeds would allow the city to install more affordable solar-powered flashing beacons instead of the HAWK system.

Construction updates noted progress on Harbor, 16th, and Emmet Streets, with water and sewer mains mostly complete and paving expected soon. Lead service lateral replacements are finished for 2024, with restoration underway and 2025 planning in progress.

Discussion also centered on the future of the 1950s Neshotah Beach concession stand. The City is exploring options for renovation or replacement to reduce reliance on property taxes and generate new revenue through event rentals and improved food offerings. Preliminary work with Hammond Construction and the health department is ongoing. Creative ideas such as restaurant delivery drop-offs were also suggested.

The recent overnight Great Neshotah Beach Campout event saw 243 attendees and strong community support, receiving positive feedback. Finally, the City is awaiting the outcome of a major DNR grant that could fund significant upgrades at Riverside Park and the skate park, with updates expected later this month.

**13. FOR INFORMATION ONLY**

- City Council Meeting, Monday, September 15, 2025, 6:00 PM
- City Council Work Session, Monday, September 29, 2025, 6:00 PM

**14. ADJOURNMENT**

Motion to dispense with the reading of the minutes of this meeting and adjourn at 7:40 PM.

Motion passed with a voice vote.

Motion made by Wachowski, seconded by Derby

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

Respectfully Submitted by,



Valerie L. Vanderlinden  
Deputy City Clerk





**TWO  
RIVERS**  
WISCONSIN

# PERSONNEL AND FINANCE COMMITTEE MEETING

Friday, August 01, 2025 at 8:00 AM

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

## MINUTES

### 1. Call to Order

The meeting was called to order by Committee Chairman Bittner at 8:10 am.

### 2. Roll Call:

Committee Members present: Mark Bittner, Bonnie Shimulunas, and Adam Wachowski (left at 9:05 a.m.).

City Staff present: Gregory Buckley, City Manager; Ben Meinnert, Police Chief; and Kassie Paider, Finance Director.

### 3. Review Possible General Fund Budget Amendment, Including Possible Funding for Full-Time Inspections Position

City Manager Buckley discussed the need for an additional \$75,000 in the Inspections Department budget. This amount is required for the current year regardless of whether the inspector position remains part-time or is changed to full-time.

Buckley proposed funding this increase by amending several General Fund revenue items and reallocating a portion of the City Manager's Office budget to the Economic Development Fund. This adjustment reflects that the City Manager has been covering duties due to the vacancy in the Community Development Director position.

#### Possible General Fund Budget Adjustments – August 1, 2025

##### Revenues

- Interest on Investments: \$200,000 → \$100,000 (–\$100,000)
- Utility Tax Equivalent: \$800,000 → \$845,000 (+\$45,000)
- Building Permit Fees: \$105,000 → \$115,000 (+\$10,000)
- Ambulance Fees: \$840,000 → \$895,000 (+\$55,000)
- Transfers In: \$378,000 → \$428,000 (+\$50,000)

Net Revenue Change: +\$50,000

##### Expenditures

- Inspections: \$126,000 → \$201,000 (+\$75,000)
- City Manager – Other Services: \$42,000 → \$18,000 (–\$24,000)

Net Expenditure Change: +\$51,000

Motion: Wachowski moved to recommend City Council adopt the General Fund amendment as corrected. Motion carried.

*Note: Committee Member Wachowski expressed concern, stating he would prefer to see expenditure cuts to fund Inspections rather than transferring from the Economic Development Fund.*

### 4. Consider Personnel Policy Amendment Related to Residency Requirements for Full-Time City Positions

City Manager Buckley presented proposed changes to the residency requirement policy. The current policy was originally written broadly; during review with the labor attorney, it was determined the language may be too broad if challenged.

The proposed amendment would remove the following positions from residency requirements: City Clerk, Finance Director, Library Director, Tourism Director, Civil Engineer, Engineering Technician, Parks & Recreation programming staff, and Fire & Police clerical/office support staff.

**5. Update on RW Baird Review of City Tax Incremental Financing Districts**

Baird is currently preparing the TIF review report. Presentation to City staff is expected in approximately two weeks.

**6. Status Report on Completed and Upcoming Capital Projects**

City Manager Buckley noted no significant updates. Street projects on the east side are underway. The Electric Department's line truck order may require new financing, as the originally planned WPPI loan is not eligible for this purchase.

**7. Update on Kickoff for 2026 City Budget Process**

Finance Director Paider shared the tentative schedule for the 2026 budget process.

**8. Discuss Next Meeting Date**

The committee discussed possibly meeting on August 15, 2025.

**9. Adjournment**

Motion by Shimulunas, seconded by Bittner, to adjourn at 9:10 a.m. Motion carried.

Respectfully Submitted,



Kassie Paider, Finance Director



**TWO  
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# LIBRARY BOARD MEETING

Tuesday, August 12, 2025 at 6:00 PM

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

## MINUTES

1. **CALL TO ORDER** – President Slegler called the meeting to order at 6:00 PM.
2. **ROLL CALL**  
Board Members Present: Shannon Derby, Don Weiss, Sharon Slegler, Ned Guyette, Katie Stone, Mary Glaser, Stanley Palmer, and Kathryn Gadd. Absent and excused – Jack Powalisz and Bonnie Shimulunas. Also present: Kendra Sand and Tori Garber from Cretton Enterprises; Kyle Kordell, City Manager; Chris Hamburg, Adult Services Coordinator; and Jeff Dawson, Director
3. **INTRODUCTION**  
New City Manager, Kyle Kordell, visited the meeting and was introduced to the board.
4. **PUBLIC COMMENT** – None
5. **APPROVAL OF BOARD MEETING MINUTES**  
Motion to approve the minutes from the July 8, 2025, meeting, made by Glaser, second made by Guyette. Voice vote carried unanimously.
6. **RECEIVE AND FILE EXPENDITURE AND FINANCIAL REPORTS**  
Motion to receive and file the expenditure and financial reports from July 2025, made by Palmer, second made by Gadd. Voice vote carried unanimously
7. **BOARD MEMBER COMMENT** – Stone received her first ‘Book It’ subscription package and is enjoying all the contents. Derby enjoyed the recent Art Splash and Brat Fry program.
8. **DIRECTOR'S REPORT**  
Dawson fielded questions and comments concerning his report.
9. **COMMUNICATIONS**  
A. Library Newsletter – August 2025
10. **REPORT FROM CITY COUNCIL REPRESENTATIVE**  
Snow Fest was a success and reported on street projects.
11. **REPORT FROM SCHOOL DISTRICT REPRESENTATIVE**  
Hiring new teachers and aides is a priority, with new staff orientations next week.
12. **REPORT FROM COUNTY REPRESENTATIVE**  
Sheriff body cam funding will be before the Board next week to approve \$1.5 million spent over the next 5 years. New county treasurer is Jim Brey.
13. **UNFINISHED BUSINESS** – None

**14. NEW BUSINESS – None**

**15. BOARD EDUCATION**

Kendra Sand and Tori Garber from Cretton Enterprises, the library landscapers, provided a tour upon adjournment.

**15. CLOSED EXECUTIVE SESSION – None**

**16. ADJOURNMENT**

Motion to adjourn made by Guyette, second made by Derby. Voice vote carried unanimously.  
Meeting adjourned at 6:36 PM.

Respectfully submitted by Jeff Dawson, Director



# EXPLORE TWO RIVERS MEETING OF THE BOARD OF DIRECTORS

Tuesday, August 12, 2025, at 8:00 a.m.

Committee Meeting Room  
3<sup>rd</sup> floor Two Rivers City Hall  
1717 E. Park Street  
Two Rivers, WI 54241

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## MINUTES

### 1. CALL TO ORDER

Meeting called to order at 8:02 a.m.

### 2. ROLL CALL

**Present:** Todd Nilson, John Wyrstek, Curt Andrews, Michael Ditmer, Mike Mathis, Melissa Nyssen, Amanda Verhelst, Joe Metzen, Greg Buckley, Kyle Kordell

**Absent:** Erin Dembski, Tonya Prosser

**Zoom:** None

### 3. APPROVAL OF BOARD MEETING MINUTES (Action Item)

Motion to approve the July 2025 Board meeting minutes made by **Curt Andrews**, seconded by **Michael Ditmer**.

**Motion carried.**

### 4. TREASURER REPORT (Action Item)

a. Budget to Actual Report YTD end of Q2 2025

b. 2025 Room Tax Year over Year comparison

c. 2026 Budget preview

Discussion highlights:

- Transition from cash to accrual accounting to provide a more accurate financial picture.
- April saw a significant drop in revenues; June was stronger than the same month last year.
- Manitowoc's room tax revenue is down 8% year-over-year.
- Board reaffirmed commitment to maintaining a **\$100,000 reserve**.
- End-of-year STR snapshot will include guest origin ZIP code data for board review.
- STRs are required to maintain a two-year guest register and submit it to the city.
- Michael reported fewer international guests (typical is 7%); Amanda noted most of her recent bookings are from nuclear plant employees.
- Discussion covered the impact of seasonal nuclear plant work, decreased Canadian tourism, and inclement spring weather.
- Logo wear sales remain strong; retailer payment lags will delay recorded revenue.
- Fund 258 variances reviewed in detail.

Motion to receive and approve the Treasurer's Report made by **Mike Mathis**, seconded by **John Wyrostek**.

**Motion carried.**

## 5. NEW CITY MANAGER INTRODUCTION

Greg Buckley introduced incoming City Manager **Kyle Kordell**, who shared his professional background and expressed enthusiasm for collaborating with Explore Two Rivers.

## 6. OLD BUSINESS

### a. Discussion of Open ETR Board Seat

- One current vacancy; a second expected by year-end (Tonya Prosser).
- Amanda Verhelst noted another STR owner, **Sherry Barbier**, is interested in serving.
- Board agreed to begin recruiting immediately. Curt and John expressed support for starting outreach now.
- Joe will contact **Sue Crawley** from Woodland Dunes Nature Center and explore adding a representative from Hamilton Wood Type Museum.

### b. Review of Business Survey and Next Steps

- 29 responses received to date; less than 20% response rate from service/tourism businesses.
- Potential next step: in-person canvassing, including outreach to grocery stores, QuickTrip, Schroeder's, and Walgreens.
- Joe will coordinate quarterly STR mailings to all owners/operators regarding new ordinances, occupancy compliance, and marketing support.

## 7. TOURISM DIRECTOR REPORT

### a. June & July Director's Report

- Highlights from *June Tourism Director's Report* reviewed.
- Wisconsin Governor's Outdoor Industry Impact Awards: Willie Bee Charters, Wildflower Outdoors, and Paddlepalooza nominated.
- Nearshore shipwreck project progress:
  - Dedicated webpages with buoy markers.
  - AI-generated two-person podcasts using NotebookLM technology.
  - Evergreen QR codes linked to podcasts, printed on weatherproof stickers for paddlers.
  - First podcast episode: *The Continental Shipwreck*, available at [https://soundcloud.com/exploretworivers\\_54241/the-continental-shipwreck](https://soundcloud.com/exploretworivers_54241/the-continental-shipwreck).
- Travel Wisconsin collaboration ongoing; August 29 deadline for updates.
- Promotion of dog-friendly businesses continues with clings and social media features.

### b. Mid-Year Marketing Report

- Destination Wisconsin co-op (\$1,400/year) remains a high-visibility marketing opportunity.
- QR code analytics track scan location, demographics, and engagement, with expansion to STRs and hotels.
- Considering geofencing/data tools for visitor analytics and cost-sharing with TRBA/Main Street.

### c. STR Owner Updates

- STR ordinance compliance mailing planned for **August**.

- Compliance site visits scheduled for **September and October**.
- Exploring opportunities to improve STR-owner communication and market visibility.

## 8. NEXT MEETING

The next regular meeting will be held in **September 2025 at 8:00 a.m. at Violet Inn and Suites**.

## 9. ADJOURNMENT

Motion to adjourn made by **Curt Andrews**, seconded by **Michael Ditmer**.

**Motion carried.** Meeting adjourned at **9:32 a.m.**

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

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



# EXPLORE TWO RIVERS MEETING OF THE BOARD OF DIRECTORS

Tuesday, September 9, 2025, at 8:00 a.m.

Violet Inn, Lounge & Spa  
1415 16th St., Two Rivers, WI 54241

## MINUTES

### 1. CALL TO ORDER

Meeting called to order at **8:01 a.m.**

### 2. ROLL CALL

**Present:** Todd Nilson, John Wrostek, Michael Ditmer, Mike Mathis, Melissa Nyssen, Amanda La Tour, Erin Dembski, Joe Metzen, Kyle Kordell

**Absent:** Curt Andrews

**Guests:** Cherry Barbier (STR owner), Lyssa Schmidt (Executive Director, Van der Brohe Arboretum)

### 3. INTRODUCTION OF INVITED GUESTS

- **Cherry Barbier**, STR property owner, introduced herself and described her properties in Manitowoc, Two Rivers, and the UP.
- **Lyssa Schmidt**, new Executive Director, Van der Brohe Arboretum introduced herself and shared her background in journalism and nonprofit leadership.

### 4. APPROVAL OF BOARD MEETING MINUTES (Action Item)

Motion to approve the August 2025 Board meeting minutes made by **Michael Ditmer**, seconded by **Todd Nilson**.

**Motion carried.**

### 5. TREASURER REPORT (Action Item)

- Budget to Actual Report YTD 2025
- 2025 Room Tax Year over Year Comparison

Discussion highlights:

- Accrual basis accounting adopted for more accurate month-to-month comparisons.
- **Room tax revenues are down** year-over-year compared to 2024.
- Exploring **geofencing tools** (via state Main Street Program, coordinated with Jason Ring) to measure tourism impact, especially at Neshotah Beach.
- Peer DMOs also reporting declines, though not quantified.
- Shared advertising opportunities are helping reduce costs (example: Fox Cities Magazine full-page ad split with Michicot MAGIC).
- Logo wear sales are strong, but lag in consignment reporting delays recorded revenues.
- Concession stand revenues are positive; 2025 likely to see a record year.
- Variances noted in budget timing: heavy spending in winter/spring, revenues lag until summer.



Motion to approve the Treasurer's Report made by **John Wyrostek**, seconded by **Amanda Verhelst**.  
**Motion carried.**

## 6. OLD BUSINESS

### a. Discussion of Open ETR Board Seat

- Acknowledgement of ongoing recruitment process.
- Guests Sherry Barbier and Melissa Schmidt identified as strong potential candidates for future service.

### b. Review of Business Survey and Next Steps

- 49 survey responses received to date (~25% response rate).
- Board agreed to extend the survey for **30 more days** with goal of reaching 60+ responses.
- Results will be reviewed at the October 2025 meeting on the City Hall big screen.

## 7. NEW BUSINESS AND UPDATES

### a. Shipwreck Coast Update (John Wyrostek)

- Presentation on Two Rivers' role within the Wisconsin Shipwreck Coast National Marine Sanctuary.
- QR-coded buoy project continues to expand; **Continental** shipwreck highlighted as first with a linked podcast.
- Paddlepalooza participation will include distribution of shipwreck maps.
- Long-term goal: brochures and access-point guides for paddlers.
- Board discussed opportunities for STRs to include shipwreck information in guest materials.

### b. Proposed Beach House/Concession Stand (Mike Mathis)

- Review of **Neshotah Park Master Plan** goals: restroom upgrades, improved concessions, indoor rental space.
- Proposed pavilion building estimated at **\$2.1 million** (with demolition).
- Features: expanded restrooms, modernized concession stand, 60–70 person rental hall, outdoor shelter, and rooftop deck.
- Funding plan: mix of fundraising, grants, sponsorships, and potential modest city borrowing.
- Alternatives discussed: minimal renovation (\$20–35k for code compliance) or \$500k+ for full concession stand remodel.
- Strong support voiced for full pavilion concept, though community concerns acknowledged.
- Sponsorship challenges noted for Friday concert series; food truck rallies may be introduced to offset costs.

## 8. TOURISM DIRECTOR REPORT

- Joe Metzen proposed shifting from **monthly to bi-monthly Director's Reports**. Board concurred; casual updates to be shared in off-months as needed.
- Work underway on **2026 Marketing Plan**, with draft framework to be shared in October.
- Room Tax Commission will provide guidance on balancing capital campaign support with sufficient funds for marketing operations.
- **Retirement announcement:** Joe Metzen informed the board he will retire in **April 2026**. Board thanked him for his leadership and contributions.

## 9. NEXT MEETING

The next regular meeting will be held on **Tuesday, October 14, 2025, at 8:00 a.m.**, tentatively at **Woodland Dunes Nature Center**.

**10. ADJOURNMENT**

Motion to adjourn made by **Joe Metzen**, seconded by **John Wyrostek**.

**Motion carried.** Meeting adjourned at **9:05 a.m.**

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

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



**BOARD OF APPEALS**  
**September 4, 2025**

**MINUTES**

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**1. Call to Order**

Preston Jones served as the Chairman. The meeting was called to order at 4:15 PM.

**2. Roll Call**

Present: Randall Ammerman, Preston Jones, Roger Russove and Jayne Rulseh. Also Present: Bridget Barrett, Applicant, and Adam Taylor, Zoning Administrator.

**3. Statement of Public Notice**

Mr. Taylor confirmed the statement of public notice.

**4. Public Hearing**

Mrs. Barrett presented an overview of her application and the request to encroach on the rear yard setback.

Mr. Taylor explained the staff's findings.

Chairman Jones opened the public hearing. The Chairman called for public comment three times. There were no comments and no one in attendance for the public meeting. At the end of the third call, the public hearing was closed.

**6. Action to be Taken**

The Board discussed the alternatives available to the board and the request of the applicant. The proposed deck would encroach past the required setback and leave only 1'5" from the existing fence. It was discussed that the lot is unique in size and is almost entirely paved because of its history. The Board discussed whether the public interest would be protected or not in terms of fire damage / spread, based on distance to property lines and structures.

A motion was made to grant the variance due to the uniqueness of the lot, and the distance to neighboring lots and structures.

Motion made by Mr. Ammerman and seconded by Mr. Russove.

Roll call vote.

Voting Yes: Ammerman, Russove, and Rulseh

Voting Nay: Jones

Motion carried.

**7. Adjournment**

Motion by Mr. Ammerman and seconded by Mr. Russove to adjourn at 4:35 PM.



**Two Rivers  
August 2025**

Prepared By: Patrick Murphy – MEUW Regional Safety Manager

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## SAFETY REPORT

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### **ACCOMPLISHMENTS**

**1. Training**

- Tabletop exercise with electric department

**2. Audits/Inspections**

None

**3. Compliance/Risk Management**

Mutual Aid guidance document (in progress)

### **GOALS AND OBJECTIVES**

**1. Training**

- Tabletop exercise for electric department (natural disaster)

**2. Audits/Inspections**

DPW Inspection in September

**3. Compliance/Risk Management**

- Promote EOC familiarization, meetings/citywide tabletop (future)
  - Electric department completed
- Continue to promote good investigation and root cause analysis for all incidents.
- Promote incident and near miss reporting
  - Incident reports have been updated (safety committee)
- Reasonable suspicion work group
  - Process has been defined and worksheet developed (safety committee)

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/25/2025	139155	Kilps, Nathan	2024 Cool City Christmas Face Painting	262-55320-2901	12/20/2024	66.32-
Total 139155:						66.32-
08/13/2025	140145	Lucky Paws Pet Boutique	Xanti 1 Day Boarding	209-52100-2902	20643	35.00-
Total 140145:						35.00-
08/28/2025	140886	Associated Bank-Debit Memo	GO Promissory Note dated 06/07/2021	300-58100-6900	27107	475.00-
08/28/2025	140886	Associated Bank-Debit Memo	TR Tax GO Ref 06/07/2021 Taxable GO	300-58100-6900	27108	475.00-
Total 140886:						950.00-
08/07/2025	141007	4 K'S PEST CONTROL LLC	Pest Control for - P&R	100-55200-2900	0723-2025	455.00
Total 141007:						455.00
08/07/2025	141008	Accurate Appraisal LLC	August 2025 Services	100-51530-2130	5583	5,350.00
Total 141008:						5,350.00
08/07/2025	141009	ADRC of the Lakeshore	Reimburse ADRC for July 2025 Congreg	250-23150	072025	518.00
Total 141009:						518.00
08/13/2025	141010	Algoma Public Library	Missing Interlibrary Loan	280-55110-2130	38001001947989	.00
Total 141010:						.00
08/07/2025	141011	All In Technology LLC	WatchGuard T45 Firewall w/ Total Securit	670-59930-2900	492	249.00
Total 141011:						249.00
08/07/2025	141012	AnSer Services	Base Rate for August/23 minutes over ch	650-59665-2900	6502-080125	328.78
Total 141012:						328.78
08/07/2025	141013	Arthur J Gallagher RMS Inc	Railroad Protective Liability 2025-2026	239-56700-2900	5709929	3,875.00
Total 141013:						3,875.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/07/2025	141014	Aurora Health Care North Inc	Pharmacy Items Misc-06.28.2025	100-52300-3900	CINV001608	252.88
Total 141014:						252.88
08/07/2025	141015	Backus Electric & Automation LLC	Install 120V Feed to Camera Control Box	457-53300-8170	9520	365.85
Total 141015:						365.85
08/07/2025	141016	Badger Wholesale Company Inc.	Concession Food - P & R	261-55320-3790	1912356	270.17
08/07/2025	141016	Badger Wholesale Company Inc.	Concession Food - P & R	261-55320-3790	1910096	635.13
08/07/2025	141016	Badger Wholesale Company Inc.	Employee Appreciation	100-51410-2900	1913310	164.39
Total 141016:						1,069.69
08/07/2025	141017	Ball Auto & Truck Parts Inc	10W30 - WWTP	690-59820-3900	381199	13.98
Total 141017:						13.98
08/07/2025	141018	Bauer Built Tire-Manitowoc	LT245/75R16 Tires (1998 GMC) - WTR	100-16120	170108080	514.08
Total 141018:						514.08
08/07/2025	141019	Board of Commissioners of Public Lands	Lease #179 Annual Payment 2020-2044	100-51410-2900	643	200.00
Total 141019:						200.00
08/07/2025	141020	Cool City Cleaners Inc	Towel/Mop Cleaning - WTP	690-59820-2900	5484	56.00
Total 141020:						56.00
08/07/2025	141021	Core & Main LP	FLANGE, BREAKOFF SECT.: WTR	650-59677-2900	X359333	2,799.52
08/07/2025	141021	Core & Main LP	VALVE, GATE: 12" M.J. - WTR	650-19154	X398595	3,876.56
Total 141021:						6,676.08
08/07/2025	141022	Country Visions Cooperative	Diesel Fuel	100-16120	0041185-JULY 2025	6,484.99
Total 141022:						6,484.99
08/07/2025	141023	Cyr, Justice	Baseball/Softball Official Dates	100-55300-2900	4101116181923-25263029	910.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141023:						910.00
08/07/2025	141024	Digger's Hotline	Prepaid Email Fees for July 2025/CTR01	660-59584-2900	250 7 43901	171.70
Total 141024:						171.70
08/07/2025	141025	Drydon Equipment A DXP Co	Plant Maintenance - WTR	650-59643-3900	000372955	8,777.36
Total 141025:						8,777.36
08/07/2025	141026	Fasse Decorating Center LLC	Glass Beads	100-16120	DLXDG	280.00
08/07/2025	141026	Fasse Decorating Center LLC	Glass Beads	100-16120	NVZB2	520.00
Total 141026:						800.00
08/07/2025	141027	Fastenal	Bolts - Electric	660-59593-3900	WIMAN317945	296.01
Total 141027:						296.01
08/07/2025	141028	Fire Dept Petty Cash	Petty cash reimbursement - Fire	100-52300-2900	080525	75.01
Total 141028:						75.01
08/07/2025	141029	Frank's Radio Service Inc.	Radio Service Agreement / August 2025	100-52100-2441	127872	144.24
Total 141029:						144.24
08/07/2025	141030	Fricke Printing Services Inc	Envelopes - Cust Serv	690-59840-3900	265965	496.80
08/07/2025	141030	Fricke Printing Services Inc	Service Material Mailings - WTR	650-59675-2900	266137	946.61
Total 141030:						1,443.41
08/07/2025	141031	Gagnon, Carol & Dale	Energy Star - Refrigerator	660-29253	LRDC52603D	50.00
Total 141031:						50.00
08/07/2025	141032	GFL Environmental	Grit Dump - WWTP	690-59820-2900	U30000190728	309.50
Total 141032:						309.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/07/2025	141033	Grainger	Packing Tape - WWTP	690-59820-3900	9586822513	23.73
Total 141033:						23.73
08/07/2025	141034	Hallman Lindsay	Picnic Tablestain for new shelters	454-55400-8860	J0220054	136.98
Total 141034:						136.98
08/07/2025	141035	Hawkins Inc	Azone-15, R999 - WTR	650-59641-3910	7082613	1,576.58
Total 141035:						1,576.58
08/07/2025	141036	Hendrickson, Audrey	Downtown Friday Night Live-Wine on Fri	262-55320-2900	09122025	900.00
Total 141036:						900.00
08/07/2025	141037	Hoerth, Chad	Downtown Friday Night Live-Bare Bones	262-55320-2900	09262025	800.00
Total 141037:						800.00
08/07/2025	141038	JSM Secure Inc.	PW Camera System - PW	457-53300-8170	79013	14,517.78
Total 141038:						14,517.78
08/07/2025	141039	Juul, Michelle	Energy Star - Refrigerator & Dishwasher	660-29253	DW80CG5451812	100.00
Total 141039:						100.00
08/07/2025	141040	Kaat's Water Conditioning Inc	Water - 6303 Riverview Dr	419-53600-2900	07/312025	60.99
Total 141040:						60.99
08/07/2025	141041	Kemira Water Solutions Inc	FERRIC CHLORIDE - WWTP	690-59824-4910	9017900550	11,658.40
Total 141041:						11,658.40
08/07/2025	141042	Klein, Patricia Ann	Simply Seniors Exercise Class - July 202	100-55300-2900	07312025	73.20
Total 141042:						73.20
08/07/2025	141043	Lawson Products	Lube Fitting - DPW	100-53200-3900	9312677830	25.30



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141043:						25.30
08/07/2025	141044	Lincoln Contractors Supply Inc	7/8" Form Stakes - DPW	100-53300-3900	J597927	719.00
Total 141044:						719.00
08/13/2025	141045	Lucky Paws Pet Boutique	Xanti Boarding	209-52100-2902	18575	.00
08/07/2025	141045	Lucky Paws Pet Boutique	Xanti Boarding	209-52100-2902	17984	.00
Total 141045:						.00
08/07/2025	141046	MacQueen Equipment	Credit Memo for returned chain cover	100-16120	CM-P39083	224.03-
08/07/2025	141046	MacQueen Equipment	Stock Parts - DPW	100-16120	P38859	317.48
Total 141046:						93.45
08/07/2025	141047	Mammoth Construction LLC	WM Repair at 3208 Mishicot Rd - WTR	650-59673-2900	2183	2,775.00
08/07/2025	141047	Mammoth Construction LLC	WM Inspection at Woodland Dr - WTR	650-59673-2900	2184	3,237.50
Total 141047:						6,012.50
08/07/2025	141048	Manitowoc Disposal Inc	Refuse - 7/20/2025 to 8/02/2025	640-53620-2900	0720-0802-2025	18,485.89
08/07/2025	141048	Manitowoc Disposal Inc	Dumpster - P&R	640-53620-2900	88769	685.00
Total 141048:						19,170.89
08/07/2025	141049	Manitowoc Public Utilities	Electric Service - 2124 Woodland Dr - W	690-59820-2210	408117/106902	28.98
Total 141049:						28.98
08/07/2025	141050	Maritime Ford	Headrest Guide Sleeve	100-16120	145485	7.44
08/07/2025	141050	Maritime Ford	Spindle Rod End	100-16120	145490	76.64
08/07/2025	141050	Maritime Ford	Muffler & Pipe Assembly	100-16120	145491	555.34
Total 141050:						639.42
08/07/2025	141051	McMahon Associates Inc	Eggers Pond - Ecological Services	680-19107	939821	800.00
Total 141051:						800.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/07/2025	141052	Mid-American Research Chemical	Supplies - Rec	100-55200-3900	0855021-IN	731.40
Total 141052:						731.40
08/07/2025	141053	Midwest Chemical & Equipment	Polymer-WWTP	690-59825-4920	7814	12,458.52
Total 141053:						12,458.52
08/07/2025	141054	Nile Expedite Solutions of Wisc LLC	Toxicity Testing - WWTP	690-59820-3900	2014	1,155.00
Total 141054:						1,155.00
08/07/2025	141055	Northeast Asphalt Inc.	3/4" Stone	243-56700-8130	30-00026725	1,393.98
Total 141055:						1,393.98
08/07/2025	141056	Northern Lake Service Inc	Lab Sample Analysis - WWTP	690-59820-2900	2512712	800.30
Total 141056:						800.30
08/07/2025	141057	Payment Service Network	Services 7/1/2025 to 7/31/2025	690-59840-3900	313445	7.95
Total 141057:						7.95
08/07/2025	141058	Pop Time LLC	Dippin' Dots - P & R	261-55320-3790	TRY415	648.00
08/07/2025	141058	Pop Time LLC	Dippin' Dots - P & R	261-55320-3790	TRY416	648.00
Total 141058:						1,296.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17443	1,028.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17517	1,410.00
08/07/2025	141059	R&J Fricke Inc	17218-17219 / Overpayment Credit	100-16120	CM17545	80.00-
08/07/2025	141059	R&J Fricke Inc	Overcharge Credit	100-16120	CM17269	866.00-
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17444	1,410.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17445	1,410.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17480	1,410.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17481	1,410.00
08/07/2025	141059	R&J Fricke Inc	9 Bag Concrete - Brown's Dr	100-16120	17482	1,530.00
08/07/2025	141059	R&J Fricke Inc	6 Bag Concrete - Neshotah	100-16120	17518	1,339.50
08/07/2025	141059	R&J Fricke Inc	9 Bag Concrete - Brown's Dr/Neshotah	100-16120	17516	1,410.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141059:						11,411.50
08/07/2025	141060	Renegade Pest Management	Monthly Pest Service - City Hall	100-51600-3500	15908	70.00
Total 141060:						70.00
08/07/2025	141061	RESCO	Minor Stock #8780	660-59595-3900	3082631	223.75
Total 141061:						223.75
08/07/2025	141062	Schaus Mechanical	Replaced failed parts found during PM -	280-55110-2410	SD14965	461.15
08/07/2025	141062	Schaus Mechanical	Boiler Maintenance - WWTP	650-59678-2900	SD14989	1,169.19
08/07/2025	141062	Schaus Mechanical	R22 Refregerant - CH	100-55140-2900	SD14977	1,448.81
Total 141062:						3,079.15
08/07/2025	141063	Schrank Management LLC	Portable Restroom Rental 7-04-25 TO 7-	100-55200-2900	343	1,182.50
08/07/2025	141063	Schrank Management LLC	RESTROOM RENTALS - MONTHLY	100-55200-2900	891	650.00
08/07/2025	141063	Schrank Management LLC	Portable/Handicap Restroom Rental 7-21	100-55200-2900	890	460.00
Total 141063:						2,292.50
08/07/2025	141064	Shawn Williams Creative-Social Media	July 2025 Services - Tourism	258-56700-2100	941	800.00
Total 141064:						800.00
08/07/2025	141065	Sprang, Kevin	40 Bales of Hay - P&R	454-55400-8860	669326	180.00
Total 141065:						180.00
08/07/2025	141066	Suettinger's Keys LLC	Schlage Storeroom Lock/Service Call-W	650-59643-3900	124496	270.00
Total 141066:						270.00
08/07/2025	141067	TAPCO	20' Signal Shaft - DPW	100-16120	1802928	2,854.55
Total 141067:						2,854.55
08/07/2025	141068	The Tumbleweed Trust of 2012	Refund-2024 Real Estate Tax Overpaym	800-21130	0000030102	63.60

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141068:						63.60
08/07/2025	141069	Thuermer Law Office	Municipal Prosecuting - July 2025	100-51340-2121	07312025	1,705.00
Total 141069:						1,705.00
08/07/2025	141070	Tillmann Wholesale Growers	Tilia Redmond Linden 2.5" AG Trees - P	100-23158	296504	240.00
Total 141070:						240.00
08/07/2025	141071	Two Rivers Automotive Inc.	Belt for fan over ovens-SR Center	100-54150-3500	5172-330182	15.61
Total 141071:						15.61
08/07/2025	141072	Utility Sales and Service Inc	Insulated Annual Digger Inspection-Unit	660-19184	0078915-IN	1,074.03
08/07/2025	141072	Utility Sales and Service Inc	Insulated Annual Aerial Inspection-Unit #	660-19184	0078916-IN	1,216.10
08/07/2025	141072	Utility Sales and Service Inc	Insulated Annual Aerial Inspection-Unit #	660-19184	0078917-IN	1,209.03
08/07/2025	141072	Utility Sales and Service Inc	Insulated Annual Digger Inspection-Unit	660-19184	0078918-IN	1,324.85
08/07/2025	141072	Utility Sales and Service Inc	Insulated Annual Inspection-Unit #16 - E	660-19184	0078919-IN	1,291.10
Total 141072:						6,115.11
08/07/2025	141073	Wiegert, Ryan	Moonlight Productions-National Night Ou	805-52100-2900	182988	200.00
Total 141073:						200.00
08/07/2025	141074	Wisconsin Public Service	2122 Monroe Street - Fire Dept	100-52200-2220	0401271669-03; 07/22/25	62.14
08/07/2025	141074	Wisconsin Public Service	1717 E PARK STREET	100-51600-2220	0401271669-24; 07/28/25	90.35
08/07/2025	141074	Wisconsin Public Service	1520 17th St	100-55140-2220	0401271669-04; 07/30	72.26
08/07/2025	141074	Wisconsin Public Service	1801 26TH STREET - CEMETERY	100-54910-2220	0401271669-05; 07/30	18.44
08/07/2025	141074	Wisconsin Public Service	1300 35TH STREET	100-55400-2220	0401271669-07; 07/30	17.88
08/07/2025	141074	Wisconsin Public Service	2909 Adams Street	100-55200-2220	0401271669-14; 07/30	18.44
08/07/2025	141074	Wisconsin Public Service	1221 17TH STREET-BRIDGE BLDG	100-53341-2220	0401271669-30; 07/30	17.88
08/07/2025	141074	Wisconsin Public Service	1401 LAKE STREET	660-49390	0401271669-35; 07/28	216.41
08/07/2025	141074	Wisconsin Public Service	1303 19th Street	291-56700-2900	0401271669-49; 07/29	18.44
08/07/2025	141074	Wisconsin Public Service	1916 COLUMBUS ST - Elec	660-59588-2220	0401271669-10; 07/30	32.55
Total 141074:						564.79
08/08/2025	141075	Segal Consulting	Health Insurance Underwriting	500-51510-2900	07052025	3,000.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141075:						3,000.00
08/14/2025	141076	4 K'S PEST CONTROL LLC	General Pest Control - Sr. Center	100-54150-2900	07232025	55.00
08/14/2025	141076	4 K'S PEST CONTROL LLC	General Pest Control - Library	280-55110-2410	07252025	55.00
Total 141076:						110.00
08/14/2025	141077	All In Technology LLC	WatchGuard T45 Firewall w/ Total Securit	670-59930-2900	3124	249.00
Total 141077:						249.00
08/14/2025	141078	Amazon Business - Debit Memo	Supplies - Cust Serv	690-59840-3900	11LF-4W4K-D7RL	136.07
08/14/2025	141078	Amazon Business - Debit Memo	Digital Voice Recorder - PD	100-51200-3900	1XWM-PDKM-DTY4	17.98
08/14/2025	141078	Amazon Business - Debit Memo	Supplies - P&R	100-54910-3500	1F9X-9JMY-1XTR	667.85
08/14/2025	141078	Amazon Business - Debit Memo	Supplies - Electric	660-59930-3900	1LQT-63M3-6MLQ	373.40
08/14/2025	141078	Amazon Business - Debit Memo	Supplies - Eng	100-53100-3900	1FY4-J3KV-1RH9	37.16
08/14/2025	141078	Amazon Business - Debit Memo	Supplies - DPW	100-53200-3900	1P6J-GPQC-1VVY	169.20
Total 141078:						1,401.66
08/14/2025	141079	Amazon Business - Debit Memo	Supplies - Fire	455-52200-8150	16FR-GJ1X-36RM	1,155.09
08/14/2025	141079	Amazon Business - Debit Memo	Supplies - Fire	100-52200-3850	CM-1NPD-Y7NP-MT99	35.99-
08/14/2025	141079	Amazon Business - Debit Memo	Supplies - Fire	100-52200-3850	CM-1QQ9-G749-J6N1	9.99-
08/14/2025	141079	Amazon Business - Debit Memo	Supplies - Fire	455-52200-8150	CM-1TKX-WD16-PM9P	138.12-
08/14/2025	141079	Amazon Business - Debit Memo	Supplies - Fire	100-52200-3100	1TWJ-K9KR-63NF	661.04
Total 141079:						1,632.03
08/14/2025	141080	Amazon Business - Debit Memo	Colored Paper - PD	100-52100-3102	1FL7-NK64-1KR9	11.37
Total 141080:						11.37
08/14/2025	141081	Amazon Business - Debit Memo	Promos & Discounts	100-51420-3100	1YHG-XDGM-YCL1	70.80
Total 141081:						70.80
08/14/2025	141082	Badger Wholesale Company Inc.	Concession Food - P & R	261-55320-3790	1917011	860.95
Total 141082:						860.95

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/14/2025	141083	Buelow Vetter Buikema Olson & Vliet LL	Professional Services - June 2025	100-51410-2130	199	1,062.00
08/14/2025	141083	Buelow Vetter Buikema Olson & Vliet LL	Professional Services - July 2025	100-51410-2130	200	2,684.50
08/14/2025	141083	Buelow Vetter Buikema Olson & Vliet LL	Professional Services - August 2025	100-51410-2130	201	3,358.00
Total 141083:						7,104.50
08/14/2025	141084	Camera Corner Connecting Point	Mitel Support - 1 Year (08/29/25-08/28/2	100-16200	INV330520	3,900.00
Total 141084:						3,900.00
08/14/2025	141085	Carron Net Company Inc	Restitution/Court Case QC-15807 (Recei	100-21125	24-04734	550.00
Total 141085:						550.00
08/14/2025	141086	Cengage Group	ALP - Library	280-55111-3430	999100635525	32.79
08/14/2025	141086	Cengage Group	ALP - Library	280-55111-3430	999100601616	32.79
08/14/2025	141086	Cengage Group	ALP - Library	280-55111-3430	999100577810	19.19
Total 141086:						84.77
08/14/2025	141087	Center Point Large Print	ALP - Library	280-55111-3430	2188789	100.68
Total 141087:						100.68
08/14/2025	141088	Cretton Enterprises Inc	Trails & Materials - Rec	100-55410-2900	12935	7,723.08
08/14/2025	141088	Cretton Enterprises Inc	July 2025 Services - LIB	280-55110-3560	12936	1,694.68
Total 141088:						9,417.76
08/14/2025	141089	Erickson Sports LLC	Shirts - P&R	100-55300-3900	2506	576.00
Total 141089:						576.00
08/14/2025	141090	E-Z Cut Tree & Stump Removal	Removed Tree (2539 37th) - Urban Fore	260-55210-2900	13953	3,500.00
Total 141090:						3,500.00
08/14/2025	141091	Fastenal	Parts for Hydrants - WTR	650-59677-3900	WIMAN318214	38.28
Total 141091:						38.28

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/14/2025	141092	Frank's Radio Service Inc.	APX8000/7000/6000 Impress Li-ion Batt	100-52200-2900	127924	479.91
Total 141092:						479.91
08/14/2025	141093	Garage Door Specialty LLC	Garage Door Repair - Fire	100-52200-3500	9020	1,380.00
Total 141093:						1,380.00
08/14/2025	141094	Hallman Lindsay	Natural Wood Toner/Acrylic Satin Black -	454-55400-8860	J0220335	186.97
Total 141094:						186.97
08/14/2025	141095	Hawkins Inc	Azone-15 - Water	650-59641-3910	7158720	1,360.06
Total 141095:						1,360.06
08/14/2025	141096	Hayden Water Co. LLC	Distilled Water for Lab - Water	650-59642-3900	172768	35.99
Total 141096:						35.99
08/14/2025	141097	HydroCorp LLC	Monthly Comm CCR Program - Wtr	650-59664-2900	CI-07533	1,478.00
Total 141097:						1,478.00
08/14/2025	141098	Klein's Hardware Hank	SUPPLIES - FIRE	455-52200-8140	81869	28.39
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	79346	14.98
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	79373	8.99
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80160	26.98
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80351	37.98
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80603	5.49
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80606	1.89
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80623	3.59
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80975	17.98
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80979	47.94
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	80992	43.96
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	81134	9.98
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	81140	14.58
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	82062	5.11
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	82081	3.28
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	82697	28.88
08/14/2025	141098	Klein's Hardware Hank	Supplies - P&R	100-55200-3900	82715	2.19

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141098:						302.19
08/14/2025	141099	Kopetsky, Kurt	Gone Fishing 2025 Prizes	100-55300-3900	08082025	200.00
Total 141099:						200.00
08/14/2025	141100	Lakeshore Technical College	Tax Settlement - August 2025	800-24601	08152025	90,584.53
Total 141100:						90,584.53
08/14/2025	141101	Langman, Linda	Cancelled Lambeau Field Trip	250-55150-3900	08072025	70.00
Total 141101:						70.00
08/14/2025	141102	LeClair Bros Heat/AC Inc	Air Conditioner installed at Flavor Hut	417-56700-8170	C10102	5,217.00
Total 141102:						5,217.00
08/14/2025	141103	Lucky Paws Pet Boutique	Reissue Check#140145 (Inv#20643)	209-52100-2900	05082025	525.00
Total 141103:						525.00
08/14/2025	141104	M.A.S. Industries Inc	Signs & Billboards - Tourism	258-56700-2914	054451	625.45
Total 141104:						625.45
08/14/2025	141105	Manitowoc Co Treasurer	Tax Settlement - August 2025	800-24309	08152025	172,684.70
08/14/2025	141105	Manitowoc Co Treasurer	County Septic Maintenance Fee - 2025	100-42401	081525	45.00
Total 141105:						172,729.70
08/14/2025	141106	Manitowoc County Clerk of Courts	Kendal Lasley Payment (Rcpt#4.045804)	100-21125	BN337086-1	250.90
Total 141106:						250.90
08/14/2025	141107	Manitowoc Public Utilities	Service - 5000 Memorial Dr. - Wtr	650-59602-2900	425427/118598; 8/25	836.00
Total 141107:						836.00
08/14/2025	141108	Manitowoc School District	Tax Settlement - August 2025	800-24602	08152025	38,903.69



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141108:						38,903.69
08/14/2025	141109	Manitowoc Trophy	Office Supplies	100-51410-2900	48791	11.00
08/14/2025	141109	Manitowoc Trophy	Tree Stand Plate - Debruyn	100-23158	48816	165.00
08/14/2025	141109	Manitowoc Trophy	Tree Stand Plate - Buckley/Debruyn	100-23158	48779	165.00
Total 141109:						341.00
08/14/2025	141110	Marcelle, Ryan	Energy Star Rebate - DehumidifierRoom	660-29253	PAP12R1CWT	50.00
Total 141110:						50.00
08/14/2025	141111	Marco	Services - Lib	280-55110-2130	39795514	523.51
Total 141111:						523.51
08/14/2025	141112	Menards - Manitowoc 3141	Bathroom Supplies - FD	455-52200-8140	59285	14.98
Total 141112:						14.98
08/14/2025	141113	Multi Media Channels LLC	Silent Sports Advertisement - Tourism	258-56700-2910	IN275297	337.00
Total 141113:						337.00
08/14/2025	141114	Northern Lake Service Inc	Turbidity, Screening-SDWA, for ICPMS	650-19107	2512669	120.00
08/14/2025	141114	Northern Lake Service Inc	Turbidity, Screening-SDWA, for ICPMS	650-19107	2513037	105.00
08/14/2025	141114	Northern Lake Service Inc	Turbidity, Screening-SDWA, for ICPMS	650-19107	2513038	40.00
08/14/2025	141114	Northern Lake Service Inc	Turbidity, Screening-SDWA, for ICPMS	650-19107	2513039	40.00
08/14/2025	141114	Northern Lake Service Inc	Turbidity, Screening-SDWA, for ICPMS	650-19107	2513040	80.00
Total 141114:						385.00
08/14/2025	141115	OpenPoint LLC	OpenPoint Subscription - July 2025	660-59923-2403	1779	1,960.00
Total 141115:						1,960.00
08/14/2025	141116	Poo Free Parks	Poo Bags - P & R	100-55200-3900	PFP2824	509.94
Total 141116:						509.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/14/2025	141117	Pop Time LLC	Dippin' Dots - P & R	261-55320-3790	TRY417	540.00
Total 141117:						540.00
08/14/2025	141118	Quadient Finance USA Inc.	Lease Coverage 09/10/25 to 12/09/25	690-59840-3900	Q1971998	1,090.80
Total 141118:						1,090.80
08/14/2025	141119	RESCO	Minor Stock #14850	660-59593-3900	3083489	2,833.75
Total 141119:						2,833.75
08/14/2025	141120	Riesterer & Schnell Inc.	X730 Annual Tune UP-2025	100-52200-3500	9143610	564.08
Total 141120:						564.08
08/14/2025	141121	Schaus Mechanical	Labor & R32 Refregerant	660-59598-2900	SD15049	437.77
08/14/2025	141121	Schaus Mechanical	Maintenance - Lib	280-55110-2410	SD15063	1,814.00
08/14/2025	141121	Schaus Mechanical	Maintenance - Lib	280-55110-2410	SD15023	2,888.14
Total 141121:						5,139.91
08/14/2025	141122	SEERA Focus on Energy	Focus Program - 7/31/2025	660-29253	JULY 2025	4,117.77
Total 141122:						4,117.77
08/14/2025	141123	Stangel's Tree Service LLC	3210 Monroe/Washington Street Trees Tr	260-55210-2900	0000478	3,325.00
Total 141123:						3,325.00
08/14/2025	141124	Tillmann Wholesale Growers	Ulmus Princeton Elm 2.5" AG Trees - P&	100-23158	296654	220.00
Total 141124:						220.00
08/14/2025	141125	Twin Rivers Improvement Inc	Roof Coating 1429B Wentker Court	417-56700-8170	3130	2,368.80
Total 141125:						2,368.80
08/14/2025	141126	Two Rivers Main Street Inc.	Tax Settlement - August 2025	815-56700-2000	08152025	2,941.20

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141126:						2,941.20
08/14/2025	141127	Two Rivers Public School District	Tax Settlement - August 2025	800-24600	08152025	1,212,977.58
Total 141127:						1,212,977.58
08/14/2025	141128	Unique Management Services Inc	July 2025 Placements-Lib	280-55110-2130	6142719	23.30
Total 141128:						23.30
08/14/2025	141129	West & Dunn LLC	Legal Services - CM	100-51340-2120	18504	14,009.00
Total 141129:						14,009.00
08/14/2025	141130	Wisconsin Public Service	2615 13th St - Tower	650-59661-2220	0401271669-25; 07/30	18.44
08/14/2025	141130	Wisconsin Public Service	2318 Picnic Hill Ln - East Twr	650-59661-2220	0401271669-26; 07/30	18.44
08/14/2025	141130	Wisconsin Public Service	1401A Lake Street - High Lift	650-59626-2220	0401271669-32; 07/30	32.55
08/14/2025	141130	Wisconsin Public Service	1415 Lake St - Filter Plant	650-59643-2220	0401271669-33; 07/22	486.04
Total 141130:						555.47
08/21/2025	141131	ACE Building Service Inc	Shop Door Replacement - DPW	457-53300-8170	22881	22,556.00
Total 141131:						22,556.00
08/21/2025	141132	Associated Trust Company	General Obligation dated 8/1/2024 - 7-31	300-58100-6900	27270	475.00
08/21/2025	141132	Associated Trust Company	General Obligation dated 8/1/2024 - 7-31	300-58100-6900	27269	475.00
Total 141132:						950.00
08/21/2025	141133	Aurora Health Care	Services	660-59923-2902	1818396	874.50
Total 141133:						874.50
08/21/2025	141134	Badger Wholesale Company Inc.	Concession Food - P & R	261-55320-3790	1922001	226.58
08/21/2025	141134	Badger Wholesale Company Inc.	Concession Food - P & R	261-55320-3790	1919628	322.78
Total 141134:						549.36
08/21/2025	141135	Center Point Large Print	Alp-Library	280-55111-3430	2186571	47.94

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/21/2025	141135	Center Point Large Print	Alp - Library	280-55111-3430	2189822	176.79
Total 141135:						224.73
08/21/2025	141136	CivicPlus LLC	Online Res & Ord	100-51410-2130	342939	367.50
Total 141136:						367.50
08/21/2025	141137	Communications Engineering Co	Maintenance-LIB	280-55110-2410	449858	1,994.73
Total 141137:						1,994.73
08/21/2025	141138	Core & Main LP	Hydrants - WTR	650-59677-3900	X331442	3,110.41
08/21/2025	141138	Core & Main LP	COUPLINGS HYMAX 12" - WTR	650-19154	W499036	1,346.73
Total 141138:						4,457.14
08/21/2025	141139	Country Visions Cooperative	Oil - DPW	100-16120	023164	114.53
Total 141139:						114.53
08/21/2025	141140	Culver Company	Large Lineman Standup Photo Prop - Ele	660-59930-3900	INV64023	189.20
Total 141140:						189.20
08/21/2025	141141	Delta Dental of Wisconsin	VISION & DENTAL INSURANCE PREMI	100-16300	2408703	6,252.64
Total 141141:						6,252.64
08/21/2025	141142	ENTERPRISE FM TRUST	Monthly Lease Payments - August 2025	660-29226	FBN5406352	22,419.00
Total 141142:						22,419.00
08/21/2025	141143	Friends of Mariners Trail	2026 Mariners Trail Photo Calendar - Tou	258-56700-2910	01012026	185.00
Total 141143:						185.00
08/21/2025	141144	Gannett Wisconsin LocaliQ	Media Billing/City Clerk - July 2025	100-51420-3220	0007210130	927.27
Total 141144:						927.27

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/21/2025	141145	Grainger	Rubber Boots - WWTP	690-59820-3900	9596679184	101.73
08/21/2025	141145	Grainger	Caster Wheel - WWTP	690-59820-3900	9589271783	96.36
08/21/2025	141145	Grainger	4" Fitting Pipe Size 30 PVC Cap	690-59820-3900	9606397157	49.72
Total 141145:						247.81
08/21/2025	141146	Green Acres Landscaping Inc.	Sod - Cem	100-54910-3900	41316	32.00
Total 141146:						32.00
08/21/2025	141147	Hach Company	Lab Supplies - Wtr	650-59642-3900	14546828	355.35
Total 141147:						355.35
08/21/2025	141148	Hall Signs	Sign Blanks & Brackets - DPW	100-16120	142944	520.78
Total 141148:						520.78
08/21/2025	141149	Hendricks, Catherine M.	Slow Flow Yoga - 7/07/25-8/11/25	100-55300-2900	07-0811-2025	1,155.00
Total 141149:						1,155.00
08/21/2025	141150	InfoSend Inc.	Utility Bill Mailing - July 2025	690-59840-3110	292523	3,390.71
Total 141150:						3,390.71
08/21/2025	141151	Interstate Battery of Green Bay	Battery for Shop Jump Packs	100-53200-3900	11074244	289.85
Total 141151:						289.85
08/21/2025	141152	James Imaging Systems Inc.	Contract RI13706-01 - Coverage Period	100-55300-3100	I598003	142.65
08/21/2025	141152	James Imaging Systems Inc.	Contract RI13706-01 - Coverage Period	100-53100-3100	1598004	597.18
08/21/2025	141152	James Imaging Systems Inc.	Contract RI13706-01 - Coverage Period	100-51900-5310	1598005	845.16
Total 141152:						1,584.99
08/21/2025	141153	James Leasing LLC	Contract R15989-01 - Coverage 8/6/202	100-54150-2900	23061	137.18
Total 141153:						137.18
08/21/2025	141154	JSM Secure Inc.	Service Call - WO#11470 - Loose Wire -	100-52100-3500	79074	180.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141154:						180.00
08/21/2025	141155	Kann, Jeffrey A	Fork in the Road - Downtown Friday Nig	262-55320-2900	09052025	1,000.00
Total 141155:						1,000.00
08/21/2025	141156	Logistics Recycling Inc	2025 Recycling Event	660-59923-2900	147275	922.60
Total 141156:						922.60
08/21/2025	141157	Mammoth Construction LLC	Replace Flushing Hydrant by Final Clorifi	690-59834-2900	2192	3,380.00
08/21/2025	141157	Mammoth Construction LLC	Repairs on Sewer @1800 Monroe Street	690-59831-2900	2190	1,389.50
08/21/2025	141157	Mammoth Construction LLC	Valve Repair - WTR	650-59673-2900	2195	2,605.00
Total 141157:						7,374.50
08/21/2025	141158	Manitowoc Co Treasurer	County Jail & Driver Improvement Surch	100-21125	JULY 2025	775.39
Total 141158:						775.39
08/21/2025	141159	Manitowoc Disposal Inc	Dumpster - P&R	640-53620-2900	88873	557.50
08/21/2025	141159	Manitowoc Disposal Inc	Refuse - 8/03/2025 to 8/16/2025	640-53620-2900	0803-08-16-2025	18,485.89
Total 141159:						19,043.39
08/21/2025	141160	Minnesota Life Insurance Co	Life Insurance Premium - September 202	100-21531	SEPTEMBER 2025	4,399.64
Total 141160:						4,399.64
08/21/2025	141161	North Central Laboratories	Lab Supplies-WTP	690-59820-3900	522920	458.37
Total 141161:						458.37
08/21/2025	141162	Olp, Russell	Energy Star Rebate - Refrigerator	660-29253	GRFC2353AF	50.00
Total 141162:						50.00
08/21/2025	141163	Pop Time LLC	Dippin' Dots - P & R	261-55320-3790	TRY418	432.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141163:						432.00
08/21/2025	141164	Schrank Management LLC	Neshotah Campout - 2025	262-55320-2904	1139	80.00
Total 141164:						80.00
08/21/2025	141165	State of Wisconsin	July 2025 Penalty Surcharges & Costs	100-21125	JULY 2025	2,520.74
Total 141165:						2,520.74
08/21/2025	141166	Stubbe, Tori	Instructor for Zumba class on Wednesda	100-55300-2900	0709-0813-2025	180.00
Total 141166:						180.00
08/21/2025	141167	Symbol Arts LLC	Patch Sample /Die & Set up Charge - PD	100-52100-2900	0535902	160.00
Total 141167:						160.00
08/21/2025	141168	TA Properties LLC	Facade Grant Expenses A/O 08/20/2025	242-56700-7530	07102024	14,018.38
Total 141168:						14,018.38
08/21/2025	141169	Two Rivers Automotive Inc.	Diesel Exhaust Fluid - Fire	100-52300-2410	5172-331645	38.56
Total 141169:						38.56
08/21/2025	141170	Two Rivers High School	STEAMPunk FRC#4531-Summer Readin	280-55112-3510	FRC#4531	250.00
Total 141170:						250.00
08/21/2025	141171	Village of Mishicot Treasurer	July 2025 Municipal Court Forfeitures	100-21125	JULY 2025	846.00
Total 141171:						846.00
08/21/2025	141172	Vorpahl Fire & Safety	On Site Service - FD	100-52200-2900	215406965	653.50
Total 141172:						653.50
08/21/2025	141173	WCA/Group Health Trust	2025 SEPTEMEBER Health Premiums	100-16300	0018428476	201,904.86

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141173:						201,904.86
08/21/2025	141174	WCMA	Full Membership-New City Manager	100-51410-3210	2025K	262.50
Total 141174:						262.50
08/21/2025	141175	Weyers Equipment Inc	Lawn Mower Blade Shiield	100-54910-3900	01-245795	40.14
Total 141175:						40.14
08/21/2025	141176	Wisc Dept of Natural Resources	2025 Water Use Fees	650-59603-2900	WU113867	963.50
Total 141176:						963.50
08/21/2025	141177	Wisc Dept Of Revenue-DEBITMEMO	Sales Tax July 2025	640-29410	1-367-016-160	38,775.21
Total 141177:						38,775.21
08/21/2025	141178	Wisc State Laboratory/Hygiene	Flouride Samples - Wtr	650-59642-2900	815739	31.00
Total 141178:						31.00
08/21/2025	141179	WPPI - Debit Memo	July 2025 Purchased Power	660-59902-2900	25-72025	878,155.32
Total 141179:						878,155.32
08/26/2025	141180	USBank - Debit Memo	Credit Card Usage - July 2025/August 20	100-16000	8-6-2025 STATEMENT	49,223.48
Total 141180:						49,223.48
08/28/2025	141181	4 K'S PEST CONTROL LLC	General Pest Control - Library	280-55110-2410	08222025	55.00
Total 141181:						55.00
08/28/2025	141182	Amazon Business - Debit Memo	Supplies - Electric	660-59930-3900	1HX3-7CRF-44VC	619.90
08/28/2025	141182	Amazon Business - Debit Memo	Office Supplies - Tourism	258-56700-3900	1QLW-VRQ1-1Y1H	24.99
08/28/2025	141182	Amazon Business - Debit Memo	Supplies - PD	100-52100-3100	1J7Q-6PYR-3JCV	58.72
08/28/2025	141182	Amazon Business - Debit Memo	Supplies - Fire	455-52200-8150	1YVD-W4C7-3NJW	151.53
08/28/2025	141182	Amazon Business - Debit Memo	Capital - P&R	454-55400-8860	1W6L-KKWV-1TRV	2,887.79
08/28/2025	141182	Amazon Business - Debit Memo	Supplies - Sr Cntr	250-55150-3900	1WLN-C9YL-4PQW	369.15



Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141182:						4,112.08
08/28/2025	141183	ATC Commerical Warewashing	Supplies - Rec	100-54150-3500	INV-9776	301.00
08/28/2025	141183	ATC Commerical Warewashing	Sanitizer - Sr. Cntr.	100-54150-3500	INV - 10357	53.00
Total 141183:						354.00
08/28/2025	141184	Auchter, Neal or Jennifer	Overpayment Refund Application Fees	100-16000	08262025	100.00
Total 141184:						100.00
08/28/2025	141185	Boardman & Clark LLP	Frontier Pole Attachment Agreement - El	660-59923-2120	306101	1,617.00
Total 141185:						1,617.00
08/28/2025	141186	Braun Building Center	Wood - P&R	100-23158	BB081011002	1,199.40
08/28/2025	141186	Braun Building Center	Wood - P&R	100-55200-3900	BB081050603	499.75
Total 141186:						1,699.15
08/28/2025	141187	Charter Communications	Fiber Internet - August Prorated Charges	100-51450-2202	256166701080725	793.33
08/28/2025	141187	Charter Communications	Service 08/19/25-09/18/25 - Sr. Cntr	100-54150-2900	171242001081425	100.97
Total 141187:						894.30
08/28/2025	141188	Complete Office of Wisconsin	Paper - 8 1/2 X 11 - City	100-16211	960923	5,062.00
Total 141188:						5,062.00
08/28/2025	141189	Diamond Tours	Trip 09/01-09/05 Mackinac Island - Sr Ce	250-55150-3900	2173439-1	510.00
Total 141189:						510.00
08/28/2025	141190	Dickey Manufacturing Company	Plastic/Wire Electric Meter Seals	660-59586-3900	140007	222.02
Total 141190:						222.02
08/28/2025	141191	Draeger, James Robert	2025 Bottoms Up Program Presenter - Li	280-55111-3510	08182025	200.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141191:						200.00
08/28/2025	141192	EXXONMOBIL ***DEBIT MEMO***	Gasoline-Sr Cntr	250-55150-3900	106685730	9,815.51
Total 141192:						9,815.51
08/28/2025	141193	Frontier	Telephone - Wtr	650-59661-2200	1220992-5; 5741; 8/13	106.46
Total 141193:						106.46
08/28/2025	141194	Graybar	Gatekeeper Setup Supplies-Elec	660-59586-3900	9300605724	221.01
Total 141194:						221.01
08/28/2025	141195	Hallman Lindsay	Deck Strip/Goal Line Ready-Mix - P&R	100-55400-3900	J0220627	512.94
Total 141195:						512.94
08/28/2025	141196	Heartland Business Systems LLC	Agreeable Billable Time: T&M Project 13	459-51600-8150	819207-H	2,643.75
Total 141196:						2,643.75
08/28/2025	141197	Horst Distributing Inc	6" Rigid Drag Mat w/ Level Bar	454-55400-8860	115394-000	549.00
Total 141197:						549.00
08/28/2025	141198	James, Jennifer	Overpayment Refund for 2510 Lincoln Av	660-21130	1919-08-0828	78.97
Total 141198:						78.97
08/28/2025	141199	Kilps, Nathan	Reissuance of Check #139155 - 2025	262-55320-2901	RI139155	66.32
Total 141199:						66.32
08/28/2025	141200	Klein's Hardware Hank	Valve Repair - WTR	650-59673-3900	83464	13.71
08/28/2025	141200	Klein's Hardware Hank	Hydrant - WTR	650-59677-3900	84143	14.98
08/28/2025	141200	Klein's Hardware Hank	Hydrant - WTR	650-59677-3900	84264	12.60
Total 141200:						41.29

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
08/28/2025	141201	Lewis, Chad	2025 WI Gangster Program Presenter - L	280-55111-3510	08/182025	250.00
Total 141201:						250.00
08/28/2025	141202	Lucky Signs & Graphics	Sponsor Decal - P&R	100-23158	2208	15.00
Total 141202:						15.00
08/28/2025	141203	Manitowoc Co Solid Waste	1300233-July 2025 Services	640-53620-2900	29609	530.87
Total 141203:						530.87
08/28/2025	141204	Manitowoc County Treasurer	2025 GIS Mapping (ESRI)/Mobile NetMo	100-52115-2402	TRPD2025AEGIS	28,105.89
Total 141204:						28,105.89
08/28/2025	141205	Manitowoc Trophy	Dr. Robert & Terry Gahl Signage	100-23158	48916	37.50
08/28/2025	141205	Manitowoc Trophy	Fritz/Tom (Tyke) Liebich Signage	100-23158	48937	22.00
Total 141205:						59.50
08/28/2025	141206	ODP Business Solutions LLC	PAPER SUPPLIES-PD	100-52100-3102	438058127-001	84.90
Total 141206:						84.90
08/28/2025	141207	PK's Auto Body	25-3755-AEV-5851 Grey Chevy Cruze L	100-52115-2902	275250	150.00
08/28/2025	141207	PK's Auto Body	BAU3446 Black Honda Accord - Impoun	100-52115-2902	127113	450.00
Total 141207:						600.00
08/28/2025	141208	Primus Marketing Group Inc.	Electric Meters - Elec	660-19370	PM25136	9,419.55
Total 141208:						9,419.55
08/28/2025	141209	Quadient Finance USA Inc.	Postage - Closing Date 8/24/25	100-16210	BH3801023743	2,000.00
Total 141209:						2,000.00
08/28/2025	141210	Ring King Investments LLC	Overpayment Refund for 1307 Hawthorn	660-21130	4944-15-0828	147.07

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141210:						147.07
08/28/2025	141211	Salkowski, Eric & Stephanie	Overpayment on AC#5245-09 & 5247-04	690-21130	08212025	359.12
Total 141211:						359.12
08/28/2025	141212	Schaus Mechanical	2025 Summer PM - Community House	100-55140-2900	SD15200	811.50
Total 141212:						811.50
08/28/2025	141213	Schindler Elevator Company	Quarterly Billing 08/01/2025-07/31/2026 -	100-51600-3500	4607206787	2,024.88
Total 141213:						2,024.88
08/28/2025	141214	Simplify Inc	Overpayment Refund for 2216 12th St-C	640-21130	5168-03-0828	321.05
Total 141214:						321.05
08/28/2025	141215	Singer, Jacquelynn	Neshotah Beach House Shelter Rental-P	100-46720	08232025	79.13
Total 141215:						79.13
08/28/2025	141216	Stedl, Jane	Overpayment Refund for 2934 43rd St-C	660-21130	6990-1-0828	136.77
Total 141216:						136.77
08/28/2025	141217	Strand Associates Inc	WSSAP Water Regulations through 07-3	650-19107	0228643	725.00
Total 141217:						725.00
08/28/2025	141218	Stuart C Irby Co	Supplies - Elec	660-59588-3900	S014303710.001	2,083.71
08/28/2025	141218	Stuart C Irby Co	Supplies - Elec	660-59588-3900	S014303710.003	200.67
Total 141218:						2,284.38
08/28/2025	141219	Trivers LLC	Idle Sites Grandt Funds per April 2022 D	291-26310	042022-082025	59,206.01
Total 141219:						59,206.01
08/28/2025	141220	Two Rivers Historical Society	August 2025 Monthly Support Pymt	258-56700-2910	AUGUST 2025	250.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Invoice Number	Invoice Amount
Total 141220:						250.00
08/28/2025	141221	Two Rivers Senior Center	SrCntr Info Fair (Sponsor/Table)-SC	660-59930-3900	10162025	145.00
Total 141221:						145.00
08/28/2025	141222	Veterans' Plumbing LLC	MAINTENANCE - LIBRARY	280-55110-2410	16974	224.64
Total 141222:						224.64
08/28/2025	141223	Wildflower Outdoors	Credit Balance Refund for 1705 East St-	660-21130	1165-05-0828	163.12
Total 141223:						163.12
08/28/2025	141224	Wisc Dept of Transportation	2 Suspensions on 08-20-25 - PD	100-45131	08202025	6.00
Total 141224:						6.00
08/28/2025	141225	Wisconsin Public Service	114 DAVIS STREET	100-55400-2220	0401271669-01; 08/15/25	16.21
08/28/2025	141225	Wisconsin Public Service	3801 Mishicot Rd.	100-54910-2220	0401271669-09; 08/18/25	39.25
08/28/2025	141225	Wisconsin Public Service	1145 HARBOR STREET-PAVILLION	100-55200-2220	0401271669-42; 08/18/25	18.91
08/28/2025	141225	Wisconsin Public Service	1001 Adams Street - Library	280-55110-2220	0401271669-23; 08/20	431.40
08/28/2025	141225	Wisconsin Public Service	1403 LAKE STREET - GENERATOR	660-59588-2220	0401271669-38; 08//20	16.21
Total 141225:						521.98
08/28/2025	141226	Wisconsin Retirement System	2025 Contributions-July	100-21520	JULY 2025	148,942.43
Total 141226:						148,942.43
Grand Totals:						3,324,991.37

Form  
AB-220

## Temporary Alcohol Beverage License

Municipality  
8/15/2025

License(s) Requested	Fees	
<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 20.00
	Background Check	\$
	<b>Total Fees</b>	<b>\$ 20.00</b>

**Part A: Organization Information**

1. Organization Name Two Rivers Historical Society		
2. Organization Permanent Address 1622 Jefferson Street		
3. City Two Rivers	4. State	5. Zip Code
6. Mailing Address (if different from permanent address)		
7. FEIN 396102653	8. Date of Organization/Incorporation 06/23/69	9. State of Organization/Incorporation Wisconsin
10. Phone (920) 793-2490	11. Email museums@tworivers-history.org	
12. Organization type (check one) <input type="checkbox"/> Bona Fide Club <input type="checkbox"/> Church <input type="checkbox"/> Fair Association/Agricultural Society <input type="checkbox"/> Veteran's Organization <input checked="" type="checkbox"/> Lodge/Society <input type="checkbox"/> Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.		
13. Is this organization required to hold a Wisconsin Seller's permit? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
14. Wisconsin Seller's Permit Number (if applicable)		

**Part B: Individual Information**

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

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

Last Name	First Name	Title	Phone
Sommers	Tootsie M	Director	(920) 645-8823
Konop	Donald	President	(920) 794-1538
Hurst	Jane	Vice President	(920) 242-4436
Schmoock	Louise	Secretary/Treasurer	(920) 323-2667

Continued →

**Part C: Event Information**

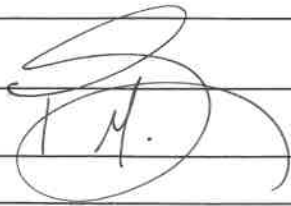
1. Name of Event (if applicable) Presentation of the Sister City Bronze Medallion to the City of Two Rivers			
2. Dates of Operation 9/16/25		3. Hours of Operation 5pm - 9pm	
4. Premises Address 1622 Jefferson Street			
5. City Two Rivers		6. State WI	7. Zip Code 54241
8. County Manitowoc	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Two Rivers		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Tootsie M Sommers		12. Email and/or Phone Number for Organizer of Event sommers@tworivers-history.org	
13. Organizer Website tworivers-history.org		14. Event Website (same)	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			

**Part D: Attestation**

Who must sign this application?

- one officer or director of the nonprofit organization

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

Last Name Sommers		First Name Tootsie	M.I. M.
Title Director	Email sommers@tworivers-history.org		Phone
Signature 		Date 08/15/25	

**Part E: For Clerk Use Only**

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

Form  
**AB-101****Alcohol Beverage  
Appointment of Agent**Date  
08/15/2025**Agent Type** (check one)☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)**Part A: Business Information**

1. Legal Business Name (individual name if sole proprietor)

Two Rivers Historical Society

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Limited Liability Company☐ Corporation☒ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

6. Describe the reason for appointing a successor agent, if successor is checked above.

**Part B: Agent Information**

1. Last Name

Sommers

2. First Name

Tootsie

3. M.I.

M

4. Email

sommers@tworivers-history.org

5. Phone

920.645.8823

6. Home Address

530 Riverview Drive

7. City

Manitowoc

8. State

WI

9. Zip Code

54220

10. Date of Birth

09/16/1954

11. Drivers License/State ID Number

S5628135483609

12. Drivers License/State ID State of Issuance

WI


**Part C: Agent Questions**1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No  
Submit proof of completion.2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire* (licensee) or  
Form AB-300, *Alcohol Beverage Personal Questionnaire* (permittee)? ☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No  
See instructions for exceptions.

Continued →




**Part D: Business Attestation**

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

Last Name Sommers	First Name Tootsie	M.I.
Title Director	Email sommers@tworivers-history.org	Phone
Signature 		Date 08/15/25

**Part E: Agent Attestation**

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

Last Name Sommers	First Name Tootsie	M.I. M
Signature 		Date 08/15/25

Form  
**AB-100****Alcohol Beverage  
Individual Questionnaire**Date  
08/15/2025

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

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

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

**Part A: Business Information**

1. Legal Business Name (individual name if sole proprietor)

Two Rivers Historical Society

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☐ Limited Liability Company☐ Corporation☒ Nonprofit Organization**Part B: Individual Information**

1. Last Name

Sommers

2. First Name

Tootsie

3. M.I.

M

4. Relationship to Business (Title)

Director

5. Email

sommers@tworivers-history.org

6. Phone

(920) 645-8823

7. Home Address

530 Riverview Drive

8. City

Manitowoc

9. State

WI

10. Zip Code

54220

11. Date of Birth

09/16/54

12. Drivers License/State ID Number

S562-8135-4836-09

13. Drivers License/State ID State of Issuance

WI

**Part C: Address History**1. Do you currently live in Wisconsin? ☐ Yes ☐ NoIf yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY)  
09/1954

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

N/A

City

State

Zip Code

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

State

County

State

County

State

County

WI

Manitowoc

WI

Brown

State

County

State

County

State

County

State

County

WI

Brown

Continued →

**Part D: Criminal History**

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

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

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

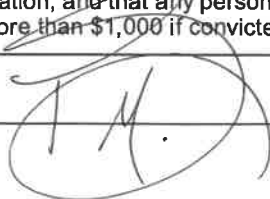
2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? . . . . . ☐ Yes ☐ No

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

**Part E: Attestation**

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

Signature



Date

8/15/25



**TWO  
RIVERS**  
WISCONSIN

Section 10, Item E.

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

**NOTE:**

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

\* \* \* \* \*

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

Two Rivers Historical Society  
Organization

T.M.  
Signature

Tootsie M. Sommers  
Printed Name

8/15/25  
Date



## LEASE OF LAND

LESSOR: The City of Two Rivers, a Wisconsin Municipal Corporation

LESSEE: Randy Meyer, Resident of the Town of Two Rivers, Manitowoc County, Wisconsin

DEMISED PREMISES: The following described real estate lying in the Town of Manitowoc, Manitowoc County, Wisconsin, more particularly described as follows:

LEGAL DESCRIPTION: Refer to the attached map that identifies the "Large Area", which is approximately 86 acres, to be leased.

THIS INDENTURE OF LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, by and between the City of Two Rivers, a Wisconsin Municipal Corporation, Party of the First Part, and herein referred to as "Lessor", and Randy Meyer, of the Town of Two Rivers, Manitowoc County, Wisconsin, Party of the Second Part, and herein referred to as "Lessee".

### WITNESSETH:

WHEREAS, the Lessor is desirous of leasing certain lands to the Lessee, and the Lessee is willing to lease said lands from the Lessor, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the rents reserved herein, and of the covenants, conditions, warranties, and agreements hereinafter set forth, the Lessor shall and by these presents does hereby demise and rent to the Lessee, and the Lessee by these presents does hereby lease from the Lessor the above identified real estate situated in the County of Manitowoc, Wisconsin. Said lands shall be herein referred to as "Premises" or "Demised Premises".

### TERMS OF LEASE

The term of this lease shall commence **September \_\_, 2025** and terminate **December 31, 2026**.

During the term of this lease, the rent for the Premises shall be for **86 acres at \$80.00 per acre per year a total of \$6,880.00 per year. It shall be paid in three installments on July 1, in the amount of \$2,293.33; one-third on September 1, in the amount of \$2,293.33; and one-third on December 1, in the amount of \$2,293.34, for each year of this agreement.** Lessee shall acquire liability insurance as provided in this lease and is responsible for payment of the premiums for such insurance.

### Place of Payment of Rental

All rentals to be paid under this lease shall be mailed or delivered to the City Clerk's office, P.O. Box 87, Two Rivers, Wisconsin, or at such other place as the Lessor shall designate in writing from time to time.

### Use of Premises

The Lessee shall have the right to use the Premises for general farming and agricultural purposes subject to the ordinances of the City of Two Rivers, the laws of the State of Wisconsin, and the rules and regulations of all governmental bodies having jurisdiction over the Premises. Lessee shall not do anything which would affect the value of said property and its eventual use as an industrial park property.

#### Covenants and Obligations of Lessor

Covenant of Quiet Enjoyment: Lessor covenants and warrants that at the commencement of the term of this lease, it will have the full right and lawful authority to enter into this lease for the full term thereof, and that Lessor will be lawfully seized of the entire Premises hereby demised and will have good title thereto, free and clear of all tenancies and encumbrances.

#### Lessor's Right to Mortgage

The Lessor may, at any time without the consent of the Lessee, mortgage the demised premises, provided, however, that such mortgage shall provide, or the Lessor's mortgagee by separate agreement shall acknowledge, that the Lessee's rights under this lease shall not be disturbed if the Lessee is not in default under the terms and provisions of this lease or terminated as herein provided.

#### Lessee May Not Sublet

The Lessee may not sublet any portion of the Demised Premises without the specific written consent of Lessor.

#### Lessee May Not Assign This Lease

Lessee may not sell or assign this Lease without the written consent of Lessor. In the event consent is given, Lessee shall remain liable to carry out all the covenants, provisions, and conditions of this lease.

#### Covenants and Obligations of Lessee

The Lessee shall promptly pay, when due, all rentals reserved under this lease and all other charges, expenses, and costs required by this lease to be paid by the Lessee in addition to such rentals.

#### Taxes

Lessor shall bear, pay, and discharge all general taxes and special assessments levied against the premises.

#### Memorandum of Lease

Both parties agree, upon request of either party, to execute a short form lease entitled "Notice of Lease" in recordable form since it is the intention of both parties that the entirety of this lease shall not be recorded.

#### **CONDITION OF PREMISES**

**LESSEE ACKNOWLEDGES THAT HE HAS EXAMINED AND KNOWS THE CONDITION OF THE PREMISES AND ACCEPTS THE SAME IN "AS IS" CONDITION, AND THAT NO REPRESENTATION OR WARRANTY HAS BEEN MADE BY THE LESSOR AS TO THE PRESENT CONDITION OR FUTURE IMPROVEMENT OR REPAIR THEREOF PRIOR TO OR AT THE EXECUTION OF THIS LEASE.**

### Lessee's Default

If the Lessee defaults in the payment of any rental installment under this lease or defaults in any of the covenants herein contained to be kept, observed and performed by the Lessee, and such default continues for thirty (30) days after written notice to the Lessee, the Lessor may, at its option, terminate this lease, and in that case shall have all remedies available under the law.

The Lessee shall be liable for the costs and reasonable attorney's fees incurred by the Lessor in enforcing this lease, and in any legal proceedings necessary to evict the Lessees and repossess the premises upon Lessee's default.

### Liability Insurance Increase Amounts

During the term of this lease and any extension thereof, the Lessee shall, at no cost to Lessor, maintain and provide general liability insurance for the benefit and protection of both the Lessor and Lessee in an amount not less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries to any one (1) person, and not less than Five Hundred Thousand (\$500,000) Dollars for injuries to any more than one (1) person arising out of any one accident or occurrence, and for damages to property in an amount not less than One Hundred Thousand (\$100,000) Dollars. A certificate shall be delivered to the Lessor, together with proof of payment of the premium. The Lessee shall deliver to the Lessor renewals of such liability insurance policies with proof of payment of premium within twenty (20) days before its expiration during the term of this lease and any extension thereof. Lessor shall be named as an additional insured under such policy of insurance.

### Waiver by Lessee

One or more waivers of any covenant of condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant or condition or agreement, and the consent or approval by the Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to any subsequent similar act by the Lessee.

### End of Term and/or Lease

The Lessee shall, at the termination of this lease, or portion thereof, by lapse of time or otherwise, surrender possession of the premises to the Lessor in the same condition as they were at the inception of this lease.

Lessor may, at any time, terminate this lease without cause, upon thirty (30) days written notice to Lessee, but if said termination is not at the expiration of the original term hereunder, or any extension, Lessor shall pay to Lessee the fair market value of the crops on the land at the time of termination. The fair market value shall be established based upon the average yield of the crops in the previous twelve (12) months from the termination date of this lease, as determined by the harvest of the same crops on similar land, as determined by a neutral third-party agricultural appraiser. The cost of said appraiser shall be shared equally by the lessee and lessor. Any additional expenses which would have been incurred by Lessee prior to harvesting or in harvesting said crops shall be deducted from the fair market value as calculated herein. Crops will include the normal yields for multiple harvests such as hay.

### Miscellaneous Provisions

Parties Bound. This lease and the provisions thereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

Notice. Any notice to be given hereunder shall be in writing and shall be served personally or by registered

or certified mail addressed to the Lessee at his principal residence at **5103 County Trunk B, Manitowoc, Wisconsin**, or to the Lessor at City Hall, City Clerk's Office, P.O. Box 87, Two Rivers, Wisconsin.

Type of Crops

No cash crops or contracted crops will be allowed unless such agreements are subordinate to this lease.

Hold Harmless

The Lessee shall at all times protect, indemnify and save and keep harmless the Lessor against and from any and all claims arising out of, or from any accidents or other occurrences on or about the Premises causing injury to any person or persons or property whomsoever or whatsoever, and due directly or indirectly to the negligent use of the Premises or any part thereof by the Lessee, his employees, agents, invitee, guests, permittee or sublease.

Lessor's Right of Access

The Lessor, or its agents, employees, and engineers shall have the right of access to the premises thereon for the purpose of soil borings, engineering studies, or any other purpose incidental to the establishment of an Industrial Park, and any damage to crops caused by Lessor's undertaking the above shall be compensable as provided for under Paragraph entitled "End of Term and/or Lease" based on the fair market value of crops actually lost due to Lessor's exercise of its rights under this section.

Law Controlling

This lease shall be construed and interpreted in accordance with the laws of the State of Wisconsin. Any disputes arising out of this agreement shall be venued in Manitowoc County Circuit Court or the United States District Court for the Eastern District of Wisconsin, Green Bay Division.

IN WITNESS WHEREOF, THE LESSOR and LESSEE have both duly executed this Lease and affixed their respective seals thereto the day above first written.

**LESSORS:**

CITY OF TWO RIVERS

By: \_\_\_\_\_  
Kyle Kordell, City Manager

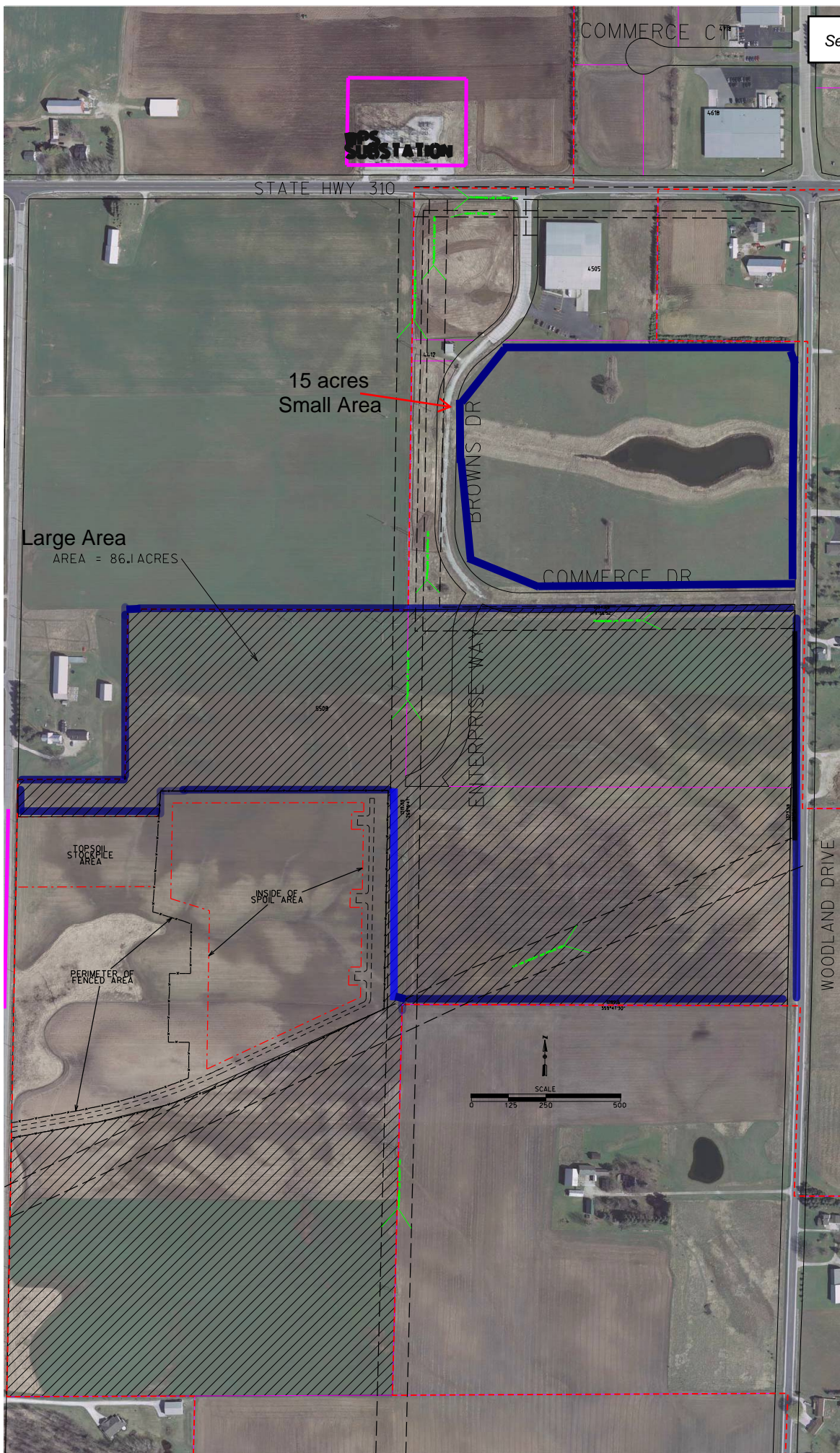
**COUNTERSIGNED:**

By: \_\_\_\_\_  
Amanda Baryenbruch, City Clerk

**LESSEE:**

\_\_\_\_\_  
Randy Meyer





**AUTHORIZING RESOLUTION FOR  
URBAN FORESTRY GRANT AND  
URBAN FORESTRY CATASTROPHIC STORM GRANT PROGRAMS**



Authorizing Resolution

WHEREAS, the applicant, City of Two Rivers, is interested in obtaining a cost-share grant from Wisconsin Department of Natural Resources for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects specified in s. 23.097(1g) and (1r), Wis. Stats.;

WHEREAS, the applicant attests to the validity and veracity of the statements and representations contained in the grant application; and

WHEREAS, the applicant requests a grant agreement to carry out the project;

NOW, THEREFORE, BE IT RESOLVED, the applicant, City of Two Rivers, will comply with all local, state, and federal rules, regulations and ordinances relating to this project and the cost-share agreement;

BE IT FURTHER RESOLVED, the applicant will budget a sum sufficient to fully and satisfactorily complete the project and hereby authorizes and empowers the Director of Parks, Recreation, and Forestry, its official or employee, to act on its behalf to:

1. Sign and submit the grant application
2. Sign a grant agreement between applicant and the DNR
3. Submit interim and/or final reports to the DNR to satisfy the grant agreement
4. Submit grant reimbursement request to the DNR
5. Sign and submit other required documentation

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I hereby certify that the foregoing resolution was duly adopted by the City of Two Rivers City Council at a legal meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Authorized Signature	Title	Date Certified

## RESOLUTION

### Amending 2025 Budgets for Urban Forestry and Community Development to Provide Additional Funding for Tree Removals

**WHEREAS**, the City Council adopted the annual budget for fiscal year 2025, which included appropriated funds for Urban Forestry operations; and

**WHEREAS**, the City Manager has recommended a one-time transfer of \$40,000 from the Community Development Fund to the Urban Forestry Fund to address a significant backlog of dead and hazardous trees across City parks, rights-of-way, and cemeteries; and

**WHEREAS**, funding for this transfer is available in the Community Development Fund due to the continued vacancy of the Community Development Director position; and

**WHEREAS**, this action reflects the City's commitment to public safety and stewardship of its public spaces;

**NOW, THEREFORE, BE IT RESOLVED** that the Council hereby approves the following amendment to the 2025 budget for Fund 291 and 260:

Fund/Account		2025 Original Budget	Amended	Net Change
<b>Fund 291, Community Development</b>				
<b>Expenditures</b>				
291-56700-1100	FULLTIME SALARIES	\$ 110,000.00	\$ 70,000.00	\$ (40,000.00)
291-56700-5970	TRANSFER TO	-	\$ 40,000.00	\$ 40,000.00
<b>Fund 260, Urban Forestry</b>				
<b>Revenues</b>				
260-49210	TRANSFER FROM	\$ 19,500.00	\$ 59,500.00	\$ 40,000.00
<b>Expenditures</b>				
260-55210-2900	OTHER SERVICES	\$ 39,000.00	\$ 79,000.00	\$ 40,000.00

Approved this 15th day of September, 2025.

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Kyle Kordell, City Manager

ORDINANCE

AN ORDINANCE to repeal and recreate Title 5, Chapter 2, Section 5 entitled “Amount of Sewer Service Charges” of the Municipal Code, modifying Fixed Monthly Rates, Additional User Rates, Volume Charge, and the creation of Equivalent Meter table for Fix Charges.

The Council of the City of Two Rivers do ordain as follows:

Sec. 5-2-5. Amount of sewer service charges.

A. *Sewer service charge unit costs.* This unit cost for the sewer service charge are as follows:

Volume	\$5.80/100 cubic feet
BOD	\$1.04/lb
Suspended Solids	\$1.07/lb
Phosphorus	\$3.94/lb
Fixed Charge	\$19.85/User/Month
Unit Charge	\$13.85/Unit/Month

B. *Category A sewer service charge.* The sewer service charge for Category A sewer users is as follows:

Fixed Monthly Charge	\$19.85/Month
Volume Charge	\$5.80/100 cubic feet
Unit Charge	\$13.85/additional living unit/Month

- (1) Residential customers will be billed the sewer service charge for their actual water usage during the November through March period and the monthly average from the November through March period will be the maximum sewer billing for the period of April through October.

C. *Category B sewer service charge.* The sewer service charge for Category B sewer users is as follows:

Fixed Monthly Charge	\$19.85/Month
Volume Charge	\$5.80/100 cubic feet
Surcharge:	
BOD greater than 160 mg/l =	\$1.04/lb
Suspended Solids greater than 200 mg/l =	\$1.07/lb
Phosphorus greater than 7 mg/l =	\$3.94/lb

The Category B sewer service charge shall be computed in accordance with the formula presented below:

$$T = FQ + (V \times Cv) + .00834 V (B \times Cb + S \times Cs + P \times Cp)$$

Where:

T	=	Total sewer service charge
FQ	=	Fixed monthly charge
B	=	Concentration of BOD in mg/l in the wastewater above 160 mg/l
S	=	Concentration of suspended solids in mg/l in the wastewater above 200 mg/l
P	=	Concentration of phosphorus in mg/l in the wastewater above 7 mg/l
V	=	Wastewater volume in 1,000 gallons
Cv	=	Cost per 1,000 gallons
Cb	=	Cost per pound of BOD
Cs	=	Cost per pound of suspended solids
Cp	=	Cost per pound of phosphorus
.00834	=	Conversion factor

D. A fixed charge per billing period will be charged to each user on the basis of meter size. The charge will be independent of wastewater characteristics and will be assessed equally amount users with the same meter size. In the event that a user has unmetered service, this charge will be assessed on the basis of flow equivalency to a typical residential user (five-eighths inch meter) multiplied by 1.5.

E. Fixed charges shall be calculated as follows:

(1) Fixed charges are calculated to recover a portion of the costs of amortization of the city's capital costs. The city will determine a set charge per equivalent meter. The remaining costs to be paid by user charges will be distributed on a variable charge basis.

(2) The fixed charge for a user with a five-eighths-inch or three-fourths-inch meter is the established fixed rate per equivalent meter. Users with larger than a three-fourths-inch meter will be charged according to the number of equivalent meters that the user's meter represents.

(3) The following table shall be used to calculate the equivalent meters for the fixed charge.

Meter Size	No. of Equivalent 5/8" Meters
5/8"	1.0
3/4"	1.0
1"	2.5
1-1/2"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0

(Amended 9-17-2018; 2-4-2019; 12-2-2019; Ord. No. 2022-137, § 1, 7-18-2022); Ord. No. 2023-216, § 1, 12-18-2023)

**SECTION 2.** This Ordinance shall take effect and be in force from and after January 1, 2026, and publication of same.

Dated September 15, 2025.

\_\_\_\_\_  
Scott Stechmesser, Council President

\_\_\_\_\_  
Kyle Kordell, City Manager

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Amanda Baryenbruch, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

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Fixed Charge	\$19.85/User/Month
Unit Charge	\$13.85/Unit/Month

B. *Category A sewer service charge.* The sewer service charge for Category A sewer users is as follows:

Fixed Monthly Charge	\$19.85/Month
Volume Charge	\$5.80/100 cubic feet
Unit Charge	\$13.85/additional living unit/Month

- (1) Residential customers will be billed the sewer service charge for their actual water usage during the November through March period and the monthly average from the November through March period will be the maximum sewer billing for the period of April through October.

C. *Category B sewer service charge.* The sewer service charge for Category B sewer users is as follows:

Fixed Monthly Charge	\$19.85/Month
Volume Charge	\$5.80/100 cubic feet
Surcharge:	
BOD greater than 160 mg/l =	\$1.04/lb
Suspended Solids greater than 200 mg/l =	\$1.07/lb
Phosphorus greater than 7 mg/l =	\$3.94/lb



The Category B sewer service charge shall be computed in accordance with the formula presented below:

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Cb	=	Cost per pound of BOD
Cs	=	Cost per pound of suspended solids
Cp	=	Cost per pound of phosphorus
.00834	=	Conversion factor

D. A fixed charge per billing period will be charged to each user on the basis of meter size. The charge will be independent of wastewater characteristics and will be assessed equally amount users with the same meter size. In the event that a user has unmetered service, this charge will be assessed on the basis of flow equivalency to a typical residential user (five-eighths inch meter) multiplied by 1.5.

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Dated September 15, 2025.

\_\_\_\_\_  
Scott Stechmesser, Council President

\_\_\_\_\_  
Kyle Kordell, City Manager

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Amanda Baryenbruch, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

## **SANITARY SEWER USER RATE STUDY**

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City of Two Rivers

September 2025

### **TOWN & COUNTRY ENGINEERING, INC.**

Madison ♦ Rhinelander ♦ Kenosha ♦ Platteville  
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

# SANITARY SEWER USER RATE STUDY

City of Two Rivers

September 2025

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## EXECUTIVE SUMMARY

### General Overview

The City of Two Rivers (City) requested an updated Sewer User Rate Study to assist in developing a plan to fund needed improvements at the wastewater treatment facility (WWTF), the City's numerous lift stations, and extensive collection system. The City has incurred an increasing level of debt service due to the continued improvements to these facilities that will require an increase in revenue to support these efforts.

Town and Country Engineering previously provided a wastewater budget and revenue projections worksheet last updated in April 2022, but the City has continued to pursue large utility projects as part of the Capital Improvements Plan (CIP) and will need to update the rate structure to fund the current and future projects.

### Recent Sewer Rate History

Municipalities typically look at sanitary sewer rates every year and increase rates as needed. The following is a summary of the City's sewer rates over the past 10 years.

Effective Date	Volume Charge	Fixed Charge	Avg Usage (5 CCFs)	Total Bill
1/2014	\$5.25	\$12.20	\$26.25	\$38.45
11/2018	\$5.46	\$12.69	\$27.30	\$39.99
3/2019	\$5.46	\$14.09	\$27.30	\$41.39
1/2020	\$5.60	\$15.00	\$28.00	\$43.00
8/2022	\$5.60	\$17.00	\$28.00	\$45.00
1/2024	\$5.60	\$18.85	\$28.00	\$46.85

### 2025 and 2026 Capital Projects

The City of Two Rivers has contracted for three capital improvement projects in 2025, including a large street and utility project (Harbor, Emmet, and 16<sup>th</sup> Street), approximately 200 water and sewer lateral replacements, and the lining of about 8,000 feet of sanitary sewer. The total cost of these projects is about \$4.2M, and the sewer portion of them is about \$1.7M. The 2026 projects are estimated at about \$5.2M with the sewer portion estimated at about \$1.8M.

In order to maintain the City's sewer and wastewater infrastructure in fair to good condition, the City has committed to annual sewer infrastructure projects as part of the CIP plan. The Sewer Utility will need to increase rates to fund these necessary improvements.

### Current Needs

The Wisconsin Department of Natural Resources (DNR) and Department of Administration (DOA) have notified the City that they are estimated to have a (\$118,266) shortfall in 2025 and the City will have an additional (\$164,536) shortfall in 2026 with the City's current sewer revenue to have the 110% debt coverage required for all new Clean Water Fund loans. The following options are being considered as a means to raise additional revenue to cover this increased debt service.

1. **Raise Rates:** The City may raise the Fixed Fee by about \$1.70 per month per user to provide the debt coverage required for 2025 and would need to increase the Fixed Fee an

additional \$2.70 per month in 2026 to cover the additional debt anticipated. The total increase would need to be a minimum of \$4.40 / month to cover the additional debt.

In addition to an increase in the Fixed Fee, raising the Volume Charge from \$5.60 / 100 CF to \$5.80 / 100 CF would generate an estimated \$60,000 in additional revenue annually.

2. Modify the Municipal Code to account for the larger meters: The City currently charges a fixed fee of \$18.85 per month for all water meters regardless of size, and an additional \$12.85 / unit for multi-family residential units. The rate structure could be modified to charge the residential, commercial, industrial, public, and multi-family entities that require larger infrastructure based on the meter size at a higher rate as they place a larger demand for capacity on the WWTF, lift stations, and collection system. This is an “Equivalent Meter” multiplier system that is similar to the system currently used by the Water Department.

With this change in the Municipal Code, it is likely that a lower Fixed Fee increase will still be required to cover the additional debt service. A \$1.00 / month increase should be considered to generate additional revenue.

3. Utilize the Category B Sewer Service Charge: The City adopted the most recent sewer service charges for Category B (commercial or industrial) users in 2023 but has not yet utilized this rate structure to charge a surcharge for users that discharge wastewater with higher concentrations of BOD, TSS, or phosphorus. This surcharge is intended to cover the additional charges that the City realizes due to the higher costs of treatment. The implementation of this Service Charge for Riverside Foods is estimated to generate an additional \$131,800 annually.

## Recommendations

The City of Two Rivers plans to continue with annual capital improvements projects to maintain the current infrastructure and intends to fund these improvements through the Wisconsin Clean Water Fund Program (CWFP). The City is facing a \$118,266 shortfall for the 2025 project funding and an additional \$164,536 shortfall for the 2026 project funding.

To fund these continued improvements, it is recommended that the City pursue a multi-faceted approach to generating the additional \$282,802 in revenue required to secure the CWFP loans for the projects. These include:

1. Fixed Fee increases for all users, including the Multi-family Unit Charges: By raising the Fixed Fee by \$1.00 / month from \$18.85 / month to \$19.85 / month, and the Unit Charge from \$12.85 / month to \$13.85 / month, the City would generate an additional estimated revenue of \$67,800 / year. This would cover approximately 24% of the overall increase needed.
2. Volume Charge Increase: By raising the Volume Charge from \$5.60 / 100 CF to \$5.80 / 100 CF, the City would generate an additional estimated revenue of \$60,000 / year. This would cover approximately 21% of the overall increase needed.
3. Implement an Equivalent Meter Table similar to the Water Utility: By implementing an Equivalent Meter Table that matches the one used by the Water Utility, the City would charge the larger water users a higher Fixed Fee as they place a larger demand on the Sewer infrastructure. The larger meter count would increase the revenue for the Fixed Fee charges by an estimated \$132,000 / annually using the existing Fixed Fee. If the Fixed Fee is raised by \$1.00 / month, this will increase to \$204,900. This would cover approximately 47% to 72% of the overall increase needed.

4. Implement the Category B Charges for Industrial Users: The City has been working with Riverside Foods for years to bring their sewer discharge into compliance, but this continues to place a high demand on the City's wastewater systems due to the high BOD and TSS concentrations in their discharge. By implementing the surcharge rates that are already included in the Municipal Code, it is estimated that the City will increase the revenue by \$131,000 / year. This revenue stream may vary greatly as the City has limited lab data on the Riverside Foods discharge.

It should be noted that these changes in the City's Sewer Rates are not intended to be penalties to industrial or commercial users, but rather changes that are structured to simply charge all customers more fairly for their cost of these services.

## 1. INTRODUCTION

### 1.1 Project Background

The intent of this Sanitary Sewer User Rate Study is to develop and evaluate viable alternatives to fund continued improvements and upgrade of the City of Two Rivers' wastewater treatment facility (WWTF), 17 lift stations, and 65 miles of sanitary sewers.

The City has a Capital Improvement Plan (CIP) that looks at projects each year for the water, sewer, and street departments to construct the needed infrastructure in a sequence that is beneficial to all. For the past 8 years or more, the City has funded the water and sewer portions of these projects through the use of low interest loans via the Wisconsin DNR's Safe Drinking Water Loan Program (SDWLP) and the Clean Water Fund Program (CWFP). These loans are typically to be paid back on a 20-year schedule with annual principal and interest payments.

In addition to the annual collection system improvements, the City has also completed three projects totaling about \$7 million at the wastewater treatment facility and has made improvements at many of the City's lift stations. The needs of these facilities was documented in the Assessment Report completed for the City in March 2017.

### 1.2 Historical Sewer Rates

The City of Two Rivers typically looks at sewer rates every year and increases rates as needed. The following Table 1-1 includes the City's sewer rates over the past 30 years. These rate increases are needed to cover the annual increases in O&M costs (approximately 2%) as well as the cost of funding the improvements made to the WWTF, lift stations, and collection system including lateral repairs.

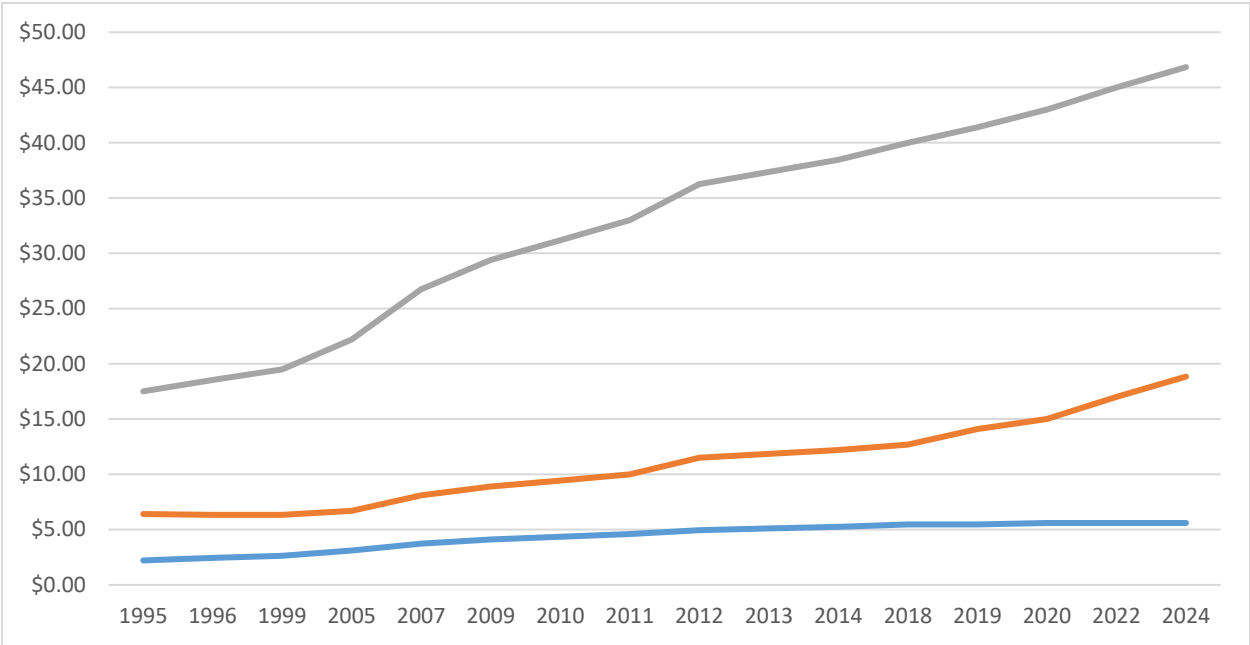
**Table 1-1 Historical Sewer Rates**

<b>Effective Date</b>	<b>Volume Charge</b>	<b>Fixed Charge</b>	<b>Avg Usage (5 CCFs)</b>	<b>Total Bill</b>
1/1995	\$2.22	\$6.41	\$11.10	\$17.51
1/1996	\$2.44	\$6.34	\$12.20	\$18.54
1/1999	\$2.63	\$6.34	\$13.15	\$19.49
1/2005	\$3.10	\$6.70	\$15.50	\$22.20
5/2007	\$3.73	\$8.10	\$18.65	\$26.75
1/2009	\$4.10	\$8.90	\$20.50	\$29.40
1/2010	\$4.35	\$9.43	\$21.75	\$31.18
1/2011	\$4.60	\$10.00	\$23.00	\$33.00
1/2012	\$4.95	\$11.50	\$24.75	\$36.25
1/2013	\$5.10	\$11.85	\$25.50	\$37.35
1/2014	\$5.25	\$12.20	\$26.25	\$38.45
11/2018	\$5.46	\$12.69	\$27.30	\$39.99
3/2019	\$5.46	\$14.09	\$27.30	\$41.39
1/2020	\$5.60	\$15.00	\$28.00	\$43.00
8/2022	\$5.60	\$17.00	\$28.00	\$45.00
1/2024	\$5.60	\$18.85	\$28.00	\$46.85



Figure 1-2 graphs the historical increases of the Fixed, Volume, and Total average monthly charges over the past 30 years for the City's users.

**Figure 1-2 Historical Sewer Rates**



### 1.3 2025 and 2026 Capital Projects

The City of Two Rivers has contracted three capital improvement projects in 2025, included in Table 1-3 below. The City is also looking at similar projects in 2026, but the street and utility project includes only water main replacement and no sewer rehabilitation.

**Table 1-3 2025 and 2026 Capital Projects**

Project Name	Est. Total Capital Costs	Est. Sewer Utility Costs
1 – 2025 Street and Utility Improvements (Harbor, Emmet, and 16 <sup>th</sup> Street)	\$1,531,442	\$320,400
2 – 2025 Lateral Replacements	\$1,867,580	\$583,000
3 – 2025 Sewer Lining	\$774,726	\$774,726
1 – 2026 Street and Utility Improvements	\$1,105,540	\$0
2 – 2026 Lateral Replacements	\$3,467,750	\$1,028,500
3 – 2026 Sewer Lining	\$757,950	\$757,950

In order to maintain the City's wastewater infrastructure in fair to good condition, the City has committed to annual sewer infrastructure projects as part of the CIP plan. The Sewer Utility will need to increase rates to fund these continued improvements.

## 2. TWO RIVERS SEWER RATE STRUCTURE

The City's Sewer System User Charge is covered under Chapter 5-2 of the Municipal Code and was most recently updated by Ordinance on December 18, 2023. The Ordinance increased the rate by the amount \$1.85 for the Fixed Monthly Charge and \$1.85 for the Unit Charge to allow the Utility to cover the rising debt service that funds the continued improvement of the City's sewer infrastructure.

### 2.1 Fixed Charge

The City charges a Fixed Charge each month to each residential, commercial, industrial, public, and multi-family entity that are connected to the City's collection system. The Fixed Monthly Charge is \$18.85 / month regardless of the size of the meter located at each location.

The intent of the Fixed Charge is to allow the City to fund the cost of maintaining the fixed assets of the community regardless of the flow or loading to the system. This generally includes the debt service, taxes, and a portion of the annual operations and maintenance for the facilities. In 2024, the City charged an average of 5,114 sewer users an estimated \$1,279,523 in fixed charges.

### 2.2 Unit Charge

The City charges a Unit Charge each month for each additional multi-family unit above one that is connected to the City's collection system. The Unit Monthly Charge is \$12.85 / month regardless of the size of the meter located at each location.

The intent of the Unit Charge is to allow the City to charge multi-family units a larger fee to help fund the cost of maintaining the fixed assets of the community regardless of the flow or loading to the system. This generally includes the debt service, taxes, and a portion of the annual operations and maintenance for the facilities. In 2024, the City charged an average of 535 users an estimated \$95,337 in unit (fixed) charges.

### 2.3 Volume (Variable) Charge

The City charges a Volume (Variable) Charge each month to all users based on the metered water sales. The Volume Charge is \$5.60 / 100 cubic feet (748 gallons) of water sold at each meter. Residential customers are billed for their actual water usage during the November through March period and the monthly average from the November through March period as the maximum sewer billing for the period of April through October.

The intent of the Volume Charge is to allow the City to charge all users a fee based on the volume of sewage produced based on the metered water sales. These charges are intended to cover the City's costs for operations and maintenance (O&M) of the facilities. In 2024, the City of Two Rivers charged an estimated 29,672,200 cubic feet of sewer use to generate approximately \$1,662,000 in volume charges for the City.

### 2.4 Industrial Charges

The City's Municipal Code included provisions to address sewer users that discharge wastewater at either higher volumes or higher strength waste concentrations of various pollutants, including BOD, TSS, and phosphorus. See Appendix A for Chapter 5 of the Municipal Code that includes the Utilities and provisions for the "Sewer System User Charge System and Industrial Cost Recovery System" under Chapter 5-2.

The following information is from Section 5-2-5 Amount of Sewer Service Charges in the Municipal Code.

A. Sewer service charge unit costs. This unit cost for the sewer service charges are as follows:

Volume	\$5.60/100 cubic feet
BOD	\$1.04/lb
Suspended Solids	\$1.07/lb
Phosphorus	\$3.94/lb
Fixed Charge	\$18.85/User/Month
Unit Charge	\$12.85/Unit/Month

B. Category A sewer service charge. The sewer service charge for Category A sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet
Unit Charge	\$12.85/additional living unit/Month

C. Category B sewer service charge. The sewer service charge for Category B sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet

Surcharge:

BOD greater than 160 mg/l = \$1.04/lb

Suspended Solids greater than 200 mg/l = \$1.07/lb

Phosphorus greater than 7 mg/l = \$3.94/lb

The Category B sewer service charge shall be computed in accordance with the formula presented below:

$$T = FQ + (V \times Cv) + .00834 V (B \times Cb + S \times Cs + P \times Cp)$$

Where:

T = Total sewer service charge

FQ = Fixed monthly charge

B = Concentration of BOD in mg/l above 160 mg/l

S = Concentration of suspended solids in mg/l above 200 mg/l

P = Concentration of phosphorus in mg/l above 7 mg/l

V = Wastewater volume in 1,000 gallons

Cv = Cost per 1,000 gallons

Cb = Cost per pound of BOD

Cs = Cost per pound of suspended solids

Cp = Cost per pound of phosphorus

.00834 = Conversion factor

In 2024, the City of Two Rivers did not charge any customers as a Category B user; thus, no additional revenue was created for the City. The City did not charge any industries due to the lack of sampling data, but has been sampling in 2025 in anticipation of utilizing the Category B charges in 2026.

## **2.5 Village of Mishicot Charges**

The City of Two Rivers provides wastewater treatment services for the Village of Mishicot per an agreement signed in June 2007 (Appendix B). Per that agreement, the City is to own, operate and maintain the wastewater facilities and shall be responsible for the WPDES discharge permit. The Village wastewater is to be processed through the City's facilities. The Village is responsible for compliance with federal, state, and local ordinances for wastewater discharge, and the Village is responsible for adopting City sewer ordinances as applicable.

The Village makes an annual debt service payment for the WWTF and a portion of the City's collection system that conveys the Village's wastewater to the WWTF. The City's portion of this cost is 91.53% and the Village portion is 8.47% per the agreement. Based on the current debt schedule (Appendix C), the Village makes an annual payment of about \$89,469 for their portion of the applicable debt service.

The Village also is responsible for paying a Volume Charge for the flow that it sends to the City for treatment. The flow is measured by a flow meter installed at the Village's lift station prior to pumping to the City and the flow is reported monthly. The Agreement has provisions for measuring the strength of wastewater discharge, but to date no high strength waste has been received. The annual total payments received varies, but a total of \$58,904 was paid in 2023 and \$51,973 paid in 2024.

## **2.6 Sewer Connection Fees**

The City of Two Rivers typical does not charge a sewer connection fee for new users connecting or reconnecting to the collection system. The exception to this is in areas of the City where no connections have been made in areas with deferred assessments and the assessment comes due. For the purpose of this Study it is assumed that these connection fees are infrequent enough to be considered as Miscellaneous Non-Operating Revenue and are not factored into the City's typical revenue.

### 3. SEWER RATE ANALYSIS

The City's Sewer System User Charge is covered under Chapter 5-2 of the Municipal Code and was most recently updated by Ordinance on December 18, 2023. The Ordinance increased the rate by the amount \$1.85 for the Fixed Monthly Charge and \$1.85 for the Unit Charge to allow the Utility to cover the rising debt service that is funding the continued improvement of the City's sewer infrastructure.

#### 3.1 Sewer Utility Expenses

The City tracks annual sewer utility expenses following standard public accounting methods as required by the State of Wisconsin and provides a Statement of Net Position for the fund dated December 31<sup>st</sup> of each year. Table 3-1 below includes the 2024 actual total annual reported expenses, and the estimated expenses used in this Study for 2025 and 2026 are listed below and included in Appendix F.

##### 3.1.1 Current Utility Expenses

The values shown in red are the estimated total principal and interest payments for the new CWF loans. In 2024 the Utility paid approximately \$1,262,315 in debt service, \$1,689,189 in O&M costs, and \$341,063 in tax payments to the City. This total is an approximate 2.14% increase over the 2023 total.

**Table 3-1 Existing Sewer Expenses**

BUDGET ITEM	2024 (actual)	2025 (est.)	2026 (est.)
Expired Debt	\$ 78,399	\$ -	\$ -
State Trust Fund Loan	\$ 6,905	\$ 6,901	\$ 6,902
2019 Debt Issue (Baird)	\$ 82,700	\$ 75,200	\$ 77,700
2020 Debt Issue (Baird)	\$ 11,342	\$ 11,123	\$ 10,893
CWF 4107-08	\$ 412,716	\$ 412,608	\$ 412,497
CWF 4107-18 Lincoln Ave	\$ 49,488	\$ 49,482	\$ 49,475
CWF 4107-27 - 14th Street	\$ 45,319	\$ 45,307	\$ 45,295
CWF 4107-40 - WWTF Headworks, 27th	\$ 247,680	\$ 247,647	\$ 247,612
CWF 4107-44 - WWTF Digester, 14th	\$ 105,656	\$ 105,647	\$ 105,635
CWF 4107-46 - 24th, 25th, Madison, Pine Tree LS	\$ 51,131	\$ 51,124	\$ 51,119
CWF 4107-47 - 17th, Laterals, & Dewatering	\$ 71,700	\$ 78,561	\$ 78,511
CWF 4107-56 - Lincoln St. & Laterals ('23)	\$ 16,241	\$ 17,489	\$ 17,476
CWF 4107-61 - Roosevelt St. & Laterals ('24)	\$ 83,038	\$ 10,973	\$ 65,239
2025 Debt Issue (Baird)	\$ -	\$ -	\$ 16,870
CWF 4107-62 - Harbor, etc, Lining, Laterals ('25)	\$ -	\$ -	\$ 189,012
CWF 4107-64 - Laterals and Lining ('26)	\$ -	\$ -	\$ 164,538
Annual Operation and Maintenance	\$ 1,689,189	\$ 1,722,973	\$ 1,757,432
Replacement Fund	\$ -	\$ -	\$ -
Capital Costs (Collection System)	\$ -	\$ -	\$ -
Capital Costs (WWTF Rehab)	\$ -	\$ -	\$ -
Capital Costs (Lift Station Rehab)	\$ -	\$ -	\$ -
Taxes	\$ 343,250	\$ 346,683	\$ 350,149
Nonoperating Expenses (Interest Expense)	\$ -	\$ -	\$ -
<b>TOTAL ANNUAL EXPENSES</b>	<b>\$ 3,216,355</b>	<b>\$ 3,181,717</b>	<b>\$ 3,646,356</b>

The approximate \$1,689,189 in O&M costs that the Utility incurred in 2024 is about 52.5% of the total expenses of the Utility. These costs are largely the costs of owning and operating the WWTF, collection system, and lift stations. The estimated 2% annual increase in O&M costs is very aggressive and generally does not keep up with the cost of inflation. A breakout of the annual O&M costs for the Utility is included in Appendix D.

### 3.1.2 Future Utility Expenses

The City retired \$78,399 in debt service for the Sewer Utility in 2024 but is looking to add an estimated \$353,550 in annual principal and interest payments in 2026 with the Harbor, Emmet, and 16<sup>th</sup> Street project, 2025 and 2026 Lateral Replacement Projects, and the 2025 and 2026 Sewer Lining projects. A 2% annual increase is projected for the annual Operation and Maintenance Costs, and a 1% increase is projected for the taxes paid by the Utility to the City.

While a small decrease in annual expenses is anticipated in 2025 due to the retirement of debt in 2024 and the new debt not payments not due until 2026, the total projected increase in expenses from 2024 to 2026 is 13.37% largely due to the addition of debt as listed above.

## 3.2 Sewer Utility Revenue

The City tracks annual sewer utility revenue following standard public accounting methods as required by the State of Wisconsin and provides a Statement of Net Position for the fund dated December 31<sup>st</sup> of each year. Table 3-2 below includes the 2024 total annual reported revenue, and the estimated revenue used in this Study for 2025 and 2026 are listed below and included in Appendix F.

### 3.2.1 Current Utility Revenue

In 2024 the Utility generated approximately \$3,060,520 in revenue largely through the collection of user charges from the City of Two Rivers (\$2,848,433) and the Village of Mishicot (\$141,442). The City accounts for 95.27% and the Village 4.73% of the total user charges revenue. Additional revenue is also received from the City's TID #7 and TID #8, as well as miscellaneous operating revenue that is also received.

The 2024 revenue of \$3,060,520 versus the expenses of \$3,216,355 left the Sewer Utility with a revenue shortfall of (\$155,835). A similar shortfall of (\$167,913) was experienced in 2023, but each of these were absorbed by the Utility by covering these costs with the Cash and Cash Equivalents held in reserve by the Utility.

**Table 3-2 Existing Sewer Revenue**

BUDGET ITEM	2024 (actual)	2025 (est.)	2026 (est.)
User Charge Revenues	\$ 2,848,433	\$ 2,901,322	\$ 3,106,328
Mishicot Service Revenue	\$ 89,469	\$ 89,469	\$ 89,469
Mishicot Debt Service Payment	\$ 51,973	\$ 51,961	\$ 51,949
TID #7 & #8 Revenue	\$ 63,160	\$ 72,239	\$ 72,232
Investment Income	\$ -	\$ -	\$ -
Miscellaneous Nonoperating Revenue	\$ -	\$ -	\$ -
Industrial Surcharge Revenue	\$ -	\$ -	\$ 131,808
Sewer Connection Fee	\$ -	\$ -	\$ -
Miscellaneous Operating Revenue	\$ 7,485	\$ 17,832	\$ 17,832
<b>TOTAL ANNUAL REVENUE</b>	<b>\$ 3,060,520</b>	<b>\$ 3,132,822</b>	<b>\$ 3,469,617</b>

### 3.2.2 Future Sewer Revenue

Based on the projected revenue for 2025 and 2026, the City will need to increase the Utility revenue by a minimum of \$302,666 to provide a debt coverage ratio of 110% as required by the Wisconsin DNR for the new CWFL debt to be incurred in 2025 and 2026. As highlighted in Table 3-2 above in red, increases in the user charges and enacting the City's Industrial Surcharge on at least one sewer user are each viable options to cover a portion of the new debt to be incurred and this will be evaluated further in Chapter 4 of this Study.

## 4. ADDITIONAL REVENUE ALTERNATIVES

### 4.1 Additional Revenue Required

As listed in the previous chapter, the City will need to increase the Utility revenue by a minimum of \$302,666 to provide a debt coverage ratio of 110% as required by the Wisconsin DNR for the new CWFP debt to be incurred in 2025 and 2026. As demonstrated in Chapter 2, the City currently has six sources of user-charge revenue available that can be considered for a portion of the additional revenue required.

### 4.2 Fixed Charge and Unit Charge Increase

The City currently charges a monthly Fixed Charge for each residential, commercial, industrial, public, and multi-family entity that are connected to the City's collection system. The Fixed Charge is \$18.85 / month regardless of the size of the meter. As shown in Table 4-1 below, the City currently has 5,114 total metered sewer users.

**Table 4-1 Current Sewer Meters**

Size	Residential	Commercial	Industrial	Public	Multi-Family	Total Meter
5/8"	2,640	75	1	0	19	2,735
3/4"	2,045	120	2	1	3	2,171
1"	30	58	4	2	19	113
1-1/2"	0	16	1	2	8	27
2"	0	26	5	11	11	53
3"	0	6	2	1	1	10
4"	0	0	1	3	0	4
6"	0	1	0	0	0	1
Totals	4,715	302	16	20	61	5,114

The City also has 535 additional Unit Charges for the Multi-Family buildings that serve more than one unit with a single shared water meter. There is a total of 61 multi-family buildings in the City ranging in size from duplex units to large developments but the average building has over 8 units.

#### 4.2.1 Alternate 1: Increase Fixed Charge and Unit Charges Only

The Wisconsin Department of Natural Resources (DNR) and Department of Administration (DOA) have notified the City that they are estimated to have a (\$118,266) shortfall in 2025 and an additional (\$164,536) shortfall in 2026 with the City's current sewer revenue to have the 110% debt coverage required for all new Clean Water Fund loans. If the City were to look to cover this shortfall of \$282,802 shortfall by increasing the Fixed Charges and Unit Charges for all user only, the City would need to raise the rates by approximately \$4.17 per month to cover the additional debt service.

#### 4.2.2 Alternate 2: Implement an Equivalent Meter System

It is uncommon for Wisconsin municipalities smaller than 20,000 residents to NOT utilize an "Equivalent Meter Table" similar to the one shown below as Table 4-2. Similar tables are established for most communities in Wisconsin and additional examples can be provided upon request. The intent of this "Equivalent Meter Table" is to charge a larger Fixed Fee to those businesses in the community that place a larger demand for capacity on the WWTF, lift stations, and collection system.



It should be noted that the City of Two Rivers currently charges a similar “Equivalent Meter Charge” to all water users based on the meter size as required by the Wisconsin Public Service Commission.

**Table 4-2 Proposed Sewer Meter Equivalents**

<b>Meter Size</b>	<b>No. of Equivalent 5/8" Meters</b>
5/8"	1.0
3/4"	1.0
1"	2.5
1-1/2"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0

The implementation of the Equivalent Meter table will increase the total number of equivalent sewer meter charges from 5,114 to 6,048 yet will also reduce the Unit Charges from 535 to only approximately 22 units. This increase in meters would limit the impact on the residential users and would have a larger impact on the commercial, industrial, and public meters in the system. A list of the meters that are 1-1/2" and larger is included in Appendix E. See Table 4-3 for the calculation of equivalent meters.

**Table 4-3 Projected Total Equivalent Sewer Meters**

<b>Size</b>	<b>Eq. Meter Multiplier</b>	<b>Res.</b>	<b>Comm.</b>	<b>Ind.</b>	<b>Public</b>	<b>Multi-Family</b>	<b>Eq. Meters</b>
5/8"	1.0	2,640	75	1	0	19	<b>2,735</b>
3/4"	1.0	2,045	120	2	1	3	<b>2,171</b>
1"	2.5	30	58	4	2	19	<b>283</b>
1-1/2"	5.0	0	16	1	2	8	<b>135</b>
2"	8.0	0	26	5	11	11	<b>424</b>
3"	15.0	0	6	2	1	1	<b>150</b>
4"	25.0	0	0	1	3	0	<b>100</b>
6"	50.0	0	1	0	0	0	<b>50</b>
<b>Totals</b>				<b>6,048</b>			

The transition to the Equivalent Meter system would generate an additional \$132,053 in revenue with the creation of 934 additional meter charges and the reduction of the unit charges from 535 to only 22 units as the unit charges would remain for multi-family units utilizing a 5/8" or 3/4" meter. If the City considers raising the Fixed Charges based on the Equivalent Meter system, the projected rate increase required to cover the entire \$282,802 debt service increase would be \$2.07 per month.

The City could consider using the Equivalent Meter system in conjunction with increases in the Volume Charge and Industrial Charges to generate the additional revenue required.

### 4.3 Volume (Variable) Charge Increase

The City charges a monthly Volume (Variable) Charge for all users based on metered water sales. The Volume Charge is \$5.60 / 100 cubic feet (748 gallons) of water sold at each location. In 2024, the City of Two Rivers charged for an estimated 29,672,200 cubic feet of sewer use to generate approximately \$1,662,000 in volume charges for the City, and the Village of Mishicot sales generated an additional \$89,000 in volume charges for a total of \$1,751,000. The annual O&M expenses for the Utility in 2024 were \$1,689,189; thus, allowing the City to pay a portion of the taxes with the revenue generated.

While the volume charges would appear to cover the annual O&M costs for the Utility, the Utility's O&M expenses continue to grow at an estimated 2% annually and the City should consider a slight increase of the volume charge to cover the rising costs. Increasing the volume charge from \$5.60 / 100 CF to \$5.80 / 100 CF would produce an estimated \$59,344 in additional revenue.

### 4.4 Industrial Charge Increase

The City's Municipal Code included provisions to address sewer users that discharge wastewater at either higher volumes or higher concentrations of various pollutants, including BOD, TSS, and phosphorus. To date, the City of Two Rivers has not charged any customers as a Category B user; thus, no additional revenue was created for the City to cover the added costs of conveying and treating high-strength waste received.

#### 4.4.1 Riverside Foods

Since 2022, the City's engineering and wastewater staff have been working with Riverside Foods at separate facilities located at both 2511 Wilson Street and 2520 Wilson Street to collect sewer samples to test for high-strength waste. Riverside Foods produces oven-ready appetizers at the facilities and discharges high volumes of oil, breadding, and other waste to the City's sewers. The WWTF staff have reported issues with the breadding and oil waste at the facility for years, and the material has also created regular maintenance issues with plugging in the City's sewers.

Riverside Foods has multiple meters supplying water to their facilities and uses an estimated 702,700 cubic feet of water annually (14,400 gpd). The Riverside Foods buildings discharge to the sanitary sewers in multiple locations; thus, making the collection of representative samples a difficult task. The City's engineering staff is working to map the drains from each building and to develop a plan for collecting samples for the entire building and operation. Staff have discussed the need for a single sampling location at each building with Riverside Foods and are working to implement a plan to dye test sewers to confirm that this is achieved. The results of the limited sample data are shown below in Table 4-4.

**Table 4-4 Riverside Foods Samples**

Date	BOD Tested (mg/l)	BOD Allowed (mg/l)	TSS Tested (mg/l)	TSS Allowed (mg/l)	P Tested (mg/l)	P Allowed (mg/l)
	396	160	372	200	7	7
	733	160	669	200	7	7
2/2025	2,949	160	1,760	200	n/a	7
3/2025	412	160	122	200	n/a	7
4/2025	6,311	160	2,372	200	n/a	7
5/2025	1,831	160	575	200	n/a	7

It was noted that the samples collected were drawn from the City's sanitary sewer upstream and downstream of the discharge locations and are likely not reportable for billing purposes. The City engineering staff is working with Riverside Foods to develop agreed upon sample location(s) for each building in anticipation of the City classifying Riverside Food as a Category B user later this year and implementing the sewer surcharges that are currently included in the Municipal Code.

Due to the limited data and the variability in the samples collected, as well as discussions as to whether both buildings (2511 Wilson and 2520 Wilson) should be included in the calculation of sewer surcharges, the estimated revenue generated by this change in classification vary greatly. Using only the flow from 2511 Wilson Street and the latest samples collected, it is estimated that implementation of the Category B rates could produce an estimated \$131,800 increase in annual revenue.

#### **4.5 Village of Mishicot Charge Increase**

The City of Two Rivers provides wastewater treatment services for the Village of Mishicot per an agreement signed in June 2007 (Appendix B). Per that agreement, the Village is responsible for paying a Volume Charge for the flow that it sends to the City for treatment. The flow is measured by a meter at the Village's lift station and is reported monthly to the City for billing purposes. The Agreement has provisions for measuring the strength of wastewater discharge, but the flow from Mishicot is generally considered domestic strength waste and no high strength waste has been received.

As the City has signed an agreement with Mishicot for a portion of the treatment and conveyance costs allocated to the Village, no significant increase in revenue is anticipated. The Utility could generate an increase in revenue of about \$3,195 / year with the projected increase in the Volume Charge.

#### **4.6 Sewer Connection Fees**

The City of Two Rivers has had relatively flat growth over the past 10 years; thus, it was assumed that the Sewer Connection Fees would have little impact on the Sewer User Rates at this time. This could be re-evaluated if development is pending and connection fees are to be reconsidered.

## 5. FINANCES AND FUNDING

The City has a Capital Improvements Plan (CIP) that addresses the continuous need to maintain and improve the sewer, water, streets and other infrastructure of the community. The City is looking to continue to fund the sewer portion of these projects with the Sewer Utility enterprise fund and will need to look at ways to finance these improvement projects.

### 5.1 Financing Methods

There are six possible methods of financing the proposed improvements. These include general obligation bonds, revenue bonds, special assessment bonds, direct loans from private institutions, financing through government programs, and immediate payment. Given the size and scope of the annual capital improvement projects, immediate payment is not possible due to lack of available funds.

#### 5.1.1 General Obligation Bonds

General obligation bonds are readily saleable, and the interest rate is relatively low. These bonds are not dependent on service charges, although service charges can be used to provide the needed revenue. The total amount of general obligation bonds which can be issued by a municipality is limited by Wisconsin Statutes to 5% of the equalized valuation of the municipality. There are many serious disadvantages to this method of financing for projects such as this. First, it is possible that not all users of the new facilities would contribute to the support of the facilities. This would depend upon the method used to recover the payments for these bonds. Secondly, the use made of the wastewater treatment facilities will not necessarily be directly related to the value of a property utilizing the facilities. Third, the sale of general obligation bonds for a utility purpose can affect the credit rating issued to the municipality at the time of the sale of future bonds issues covering other general expenditures.

#### 5.1.2 Revenue Bonds

The advantages of revenue bonds are that their sales do not affect the credit rating or bonding power of the municipality, and they are equitable in that the users of the system pay the capital cost of the facilities. Mortgage revenue bonds are very saleable in Wisconsin if the service charge is such that the net revenues of the utility, after expenses and depreciation, are approximately 1.25 times the debt retirement and operation and maintenance costs. The interest rate for these bonds generally is 1 to 2 percent greater than for general obligation bonds.

#### 5.1.3 Direct Loans

The estimated cost of the proposed CIP projects is quite large, lessening the chance of direct loans from financial institutions or government agencies. Moreover, if available, the interest rates on direct loans may well be less than for either general obligation or mortgage revenue bonds. There are fewer restrictions on the method of revenue generation, and there is less effect on the bonding powers and credit rating of the community than with general obligation bonds.

#### 5.1.4 Financing Through Government Programs

Past demand for improved wastewater treatment resulted in the establishment of state and federal programs for financial assistance to communities undertaking the construction of wastewater treatment facilities improvements. The following sections summarize the government funding programs which may be available.

## 5.2 Funding Sources

### 5.2.1 Wisconsin Environmental Improvement Fund (CWFP)

The State of Wisconsin Environmental Improvement Fund (EIF) is managed and administered jointly by WDNR Environmental Loans (EL) and Department of Administration (DOA). EIF encompasses two environmental financing programs for local governments: the Clean Water Fund Program (CWFP), for wastewater and storm water infrastructure projects; and the Safe Drinking Water Loan Program (SDWLP), for drinking water infrastructure projects. The CWFP and SDWLP are revolving loan programs that combine federal grants and state funding to provide financial assistance to municipalities in the form of subsidized loans. Some municipalities may also be eligible for funding in the form of principal forgiveness (PF), which reduces their overall loan amount.

For eligible projects of municipalities with population greater than 10,000 population, the interest rate is 55% of the market rate, 2.475% based on the current market rate of 4.500% as of July 1, 2025. Only those communities whose treatment facilities are in basic compliance with effluent standards are eligible. For treatment plants in violation of effluent standards full financing is available, but at the full market rate. Additionally, the portion of projects for receiving and storing septage and capacity for treating septage can be financed at 0% interest through the CWFP. The standard loan term is 20 years, but terms up to 30 years are possible for pipeline projects and assets that have demonstrated a useful life greater than 20 years.

### 5.2.2 Rural Development (RD)

The Rural Development (RD) branch of the U.S. Department of Agriculture (USDA) provides financial assistance to small rural communities, those with populations of 10,000 or less. RD has a program in which it provides financial assistance in the form of grants and low-interest loans for the construction of wastewater collection and treatment systems. The loans have a 40-year payback period and are classified as revenue bond type loans secured only by sewer and water use charges.

If funds are available, an RD grant may be combined with a loan to keep user rates reasonable for residential users. To receive a grant, the user charge rates for the average residential customer are compared to a percentage of the median household income (MHI) and the rates for other comparable communities and grant funds may be offered to reduce the rate impacts. Grants may be available for up to 45% of eligible project costs and are intended to benefit residential users and small commercial users. Grants may exceed 45% for communities that qualify for the lowest (poverty) interest rate based on the MHI.

For the user charge impacts described in subsequent paragraphs it will be assumed that the project will not be funded by RD as the City does not qualify for funding.

### 5.2.3 Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) program is a federal formula-allocated grant program under the U.S. Department of Housing and Urban Development (HUD). The State of Wisconsin, Department of Administration administers the state Community Development Block Grant program for public facilities (CDBG-PF), which provides grant money to expand and improve public infrastructure and facility projects critical to community vitality and sustainability. A municipality can qualify for this grant under several conditions, i.e., low and moderate income,

urgent need, or economic development. These grants are highly competitive and may require multiple attempts before successful award.

#### **5.2.4 Other Programs**

Focus on Energy incentive programs are available to municipal customers of participating Wisconsin utilities to implement energy efficiency projects. Prescriptive incentives are offered for standard energy efficient technologies that have predictable and predetermined savings, including lighting, many HVAC measures, motors and drives, and others. Custom incentives are available for technologies such as energy efficient aeration and heat recovery and are calculated on a case-by-case basis based on the estimated first year energy savings associated with a project/technology. Custom incentives may pay up to 50 percent of a project's cost, for a maximum of \$200,000 and are available for projects that have a payback between 1.5 and 10 years. There may be opportunities to apply for Focus on Energy incentives for the proposed construction, but these incentives are not included in the user charge impact calculations.

### **5.3 Summary of Probable Financing**

Any of the four practical financing methods may be used, i.e., general obligations bonds, revenue bonds, direct loans from private sources, or government program financing. It is likely that the best interest rates will be achieved through a Wisconsin CWFP Loan for a 20-year loan. For the purposes of this Study, it was assumed that the projects would be funded by CWFP.

### **5.4 Revenue Sources**

Wisconsin Statutes empowers a municipality to construct, maintain, and expand a wastewater system, and further, to collect the revenues to support such a system. There are five potential sources of revenue available to municipalities for support of wastewater treatment facilities. They are as follows: (1) special assessments, (2) general fund revenues, (3) impact fees, (4) TIF fees and (5) service charges.

#### **5.4.1 Special Assessments**

The levy of special assessments is provided for by Section 66.07 of the Wisconsin Statutes. Generally, the special assessment principle is used primarily to recover the costs of services and facilities provided immediately adjacent to the property assessed. One additional use of the special assessment provision employed elsewhere from time to time is that of directly assessing the cost of major capital improvements. This is generally utilized in cases where no service charges are made but the governing body wishes to recover the cost of the improvements. It is more applicable to the financing of a collection system than to the treatment plant itself.

If a municipality were to provide the CIP improvements as a general service, it would be possible to assess the costs of the improvements to the benefited parties. However, the municipality would not be able to do so unless the proper legal procedures were followed, and the assessment did not exceed the benefit received by the property assessed. Because of the difficulty in determining the differences in benefits between users and user classes and because of the magnitude of this assessment to present property owners only, special assessments are not recommended.

#### **5.4.2 General Fund Allocations**

General Fund monies from general taxation sources and other routine sources of municipal income can be used to pay for the subject project. A direct tax levy to recover the project costs project which are not funded by grants-in-aids is possible. The use of general fund money on a debt service basis is a potential method of financing. This would be accomplished through the

issuance of general obligation bonds as described in Section 5.1.1. Generally, this method of financing is reserved for street improvements, administration improvements and not for wastewater treatment facilities.

### **5.4.3 Impact Fees**

Wisconsin Statute 66.0617 allows cities, villages, towns and counties to assess impact fees on developers to offset the capital costs for public facilities needed because of the new development. The law requires municipalities that wish to utilize the connection fee or connection charge concepts to base these fees on sound concepts. A municipality has the option to implement an impact fee to assist in paying for improvements that are a result of development. These fees cannot be used to finance the deficiencies of any system but for the replacement of systems that will not have adequate capacity to meet new user demands. Any implementation of impact fees will require a needs report (this document will meet that requirement), breakout of costs to present and future users, an ordinance regulating the fees, development of an accounting system to segregate the fees and a public hearing on the ordinance.

The City can utilize this system and may want to consider impact or connection fees for future users. This method will not be used at this time for calculating the user charge impacts. It should be noted that the same bond types can be used in conjunction with this system.

### **5.4.4 Tax Increment Finance District (TIF)**

Municipalities can develop tax increment finance districts to assist in financing wastewater improvements. To utilize this approach, the municipality would have to identify some specific boundaries of land that are mostly undeveloped but are anticipated to be developed soon. The percentage of cost of the proposed project that is related to the potential development of this area included in the TIF district can be paid by the increment of the TIF district. The tax increment is the amount of tax money collected between the value of the district at the time of formation to value of the property after development. This tax increment can be used to pay off projects that have been included in the TIF Plan.

### **5.4.5 Service Charges**

Wisconsin Statute 66.0821(3) empowers a municipality to establish service charges in such amount as to meet all the financial requirements for the construction, reconstruction, improvement, extension, operation, maintenance, repair, and depreciation of a wastewater system. Further, such service charges may be adjusted to cover the payment of all principal and interest of any indebtedness incurred thereof, including the replacement of funds advanced by or paid for the general fund of the municipality. These charges may include a reasonable excess, and the actual basis of the charges is at the discretion of the appointed/elected governing members. To date, the City has used service charges to generate revenue for construction, maintenance and operation of wastewater treatment facilities and this is the anticipated revenue source for future improvements.

## **5.5 Financial Status and Considerations**

### **5.5.1 Revenue Sources and Current User Rates**

The City collects revenues through user service charges and currently serves approximately 5,114 customers with its collection and wastewater treatment system. Table 6-1 presents a summary of the total number of customers, as of the end of 2024. The calculations are based on

the City's customer and sewage usage information that is provided in their 2024 Audit. The recent usage information, and customer counts are provided in Appendix C.

**Table 5-1 Customer Accounts and Equivalent Dwelling Units**

	<b>Customer Count</b>	<b>Equivalent Units*</b>
Residential	4,715	4,715
Multi-Family	61	61
Commercial	302	302
Industrial	16	16
Public Authority	20	20
Totals	5,114	5,114

The existing user charge system has a fixed charge of \$18.85 per month regardless of the meter size and a flow charge of \$5.60 per 100 cubic feet, which equals about \$46.85 per month for approximately 3,750 gallons per month for the average residential user. The current rates have been in effect since January 2024. User charges will need to be increased further to cover the cost of the City's capital improvement plan.

### **5.5.2 Operating Expenses**

The City's current sewer fund annual operating budget and financial information from past years is provided in Appendix D. The total current annual operating budget is approximately \$3M in recent years. After removing depreciation, debt payments, and other miscellaneous expenses not factored into the estimated O&M costs, the budget for operating and maintaining the WWTF is approximately \$1.7M. A detailed estimate of these future costs is provided in Appendix F.

### **5.5.3 Replacement Fund**

A municipality receiving a loan from the CWFP is required to establish an equipment replacement fund to be used only for expenses incurred for equipment related to the municipality's wastewater treatment works. The City had a replacement fund balance of \$1,176,392 at the end of 2024. The City has maintained this fund balance as a reserve and has not changed this amount since 2017.

### **5.5.4 Debt Repayments and Debt Reserves**

The City has nine CWFLP loans and 3 Debt Issues currently being paid by the sewer utility. The City paid \$1,112,062 in 2024 for debt service and will be adding an estimated \$110,600 in 2025 and \$164,500 in 2026 to the debt service. The City will see a relatively large reduction in debt service after 2027 due to the final payment of two notes totaling \$420,000 to be paid.

### **5.5.5 Other Capital Improvements and Planned Expenses**

It is anticipated that the City will continue to perform sewer improvements and other projects as described above, but these improvements were not factored into the User Charge calculations.

## **5.6 Projected Annual Operating Budget and User Charge Rates**

The projected annual operating budget and user charge rates for the City need to take several components into consideration and can be best analyzed using a cash flow schedule.

The expense components of the cash flow include future debt of the wastewater facility improvements, debt or costs for future capital/improvements public works projects, collection



system depreciation, equipment replacement funds, and total annual operation costs as described in the previous sections. The revenue components of the cash flow are revenue from current rates and equivalent users and projected revenue from rate increases, connection fees, and interest income. Improvements can also be financed through the use of cash on hand or replacement fund reserves.

User charges for an average residential customer are expected to increase from the current average residential charge of approximately \$46.85 per month to between \$48 and \$52 per month depending on the methodology of the user charge system and the City's schedule for the continued capital improvements.

## 5.7 Implementation Steps and Schedule

The City of Two Rivers intends to apply for continued funding through the Wisconsin CWFP to finance construction. The following implementation schedule is based on the timelines for this loan program, as well as requirements for agency review, approval, and permitting. Plan review will be performed by the WDNR.

A preliminary schedule is presented in Table 5-2. It includes discussions with the City Council in August 2025 and implementation of changes to the Municipal Code by January 2026 to allow the City to close on the 2025 Clean Water Fund Loan in early 2026.

The actual schedule will depend on the City Council meeting schedule.

**Table 5-2 Proposed Implementation Schedule**

Action	Completion Date
Public Utilities Meeting	August 2025
City Council Meeting	August 2025
City Council Approval	September 2025
Notice of Rate Change	September 2025
Implementation of Rate Change	December 2025
Clean Water Fund Loan Closing	January 2026

## **Appendix A**

# **Two Rivers Municipal Code – Chapter 5-2 Sewer System User Charge**

# ORDINANCE

**AN ORDINANCE** to repeal and recreate Title 5, Chapter 2, Section 5, entitled "Amount of Sewer Service Charges" of the Municipal Code, increasing the fixed charge portions of the rate by amounts--\$1.85 for the Fixed Monthly Charge and \$1.85 for the Unit Charge.

The Council of the City of Two Rivers do ordain as follows:

**SECTION 1.** That Title 5, Chapter 2, Section 5, (a), (b), and (c) of the Municipal Code is hereby repealed and recreated to read as follows:

## SEC. 5-2-5 AMOUNT OF SEWER SERVICE CHARGES

(a) **SEWER SERVICE CHARGE UNIT COSTS.** This unit cost for the sewer service charge are as follows:

Volume	\$5.60/100 cubic feet
BOD	\$1.04/lb
Suspended Solids	\$1.07/lb
Phosphorus	\$3.94/lb
Fixed Charge	\$18.85/User/Month
Unit Charge	\$12.85/Unit/Month

(b) **CATEGORY A SEWER SERVICE CHARGE.** The sewer service charge for Category A sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet
Unit Charge	\$12.85/additional living unit/Month

- (1) Residential customers will be billed the sewer service charge for their actual water usage during the November through March period and the monthly average from the November through March period will be the maximum sewer billing for the period of April through October.

(c) **CATEGORY B SEWER SERVICE CHARGE.** The sewer service charge for Category B sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet

**Surcharge:**

BOD greater than 160 mg/l = \$1.04/lb

Suspended Solids greater than 200 mg/l = \$1.07/lb

Phosphorus greater than 7 mg/l = \$3.94/lb

The Category B sewer service charge shall be computed in accordance with the formula presented below:

$$T = FQ + (V \times Cv) + .00834 V (B \times Cb + S \times Cs + P \times Cp)$$

**Where:**

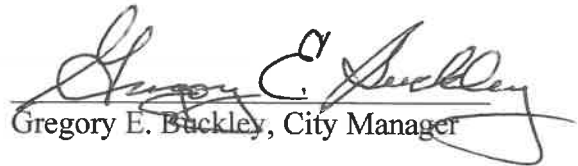
T	=	Total sewer service charge
FQ	=	Fixed monthly charge
B	=	Concentration of BOD in mg/l in the wastewater above 160 mg/l
S	=	Concentration of suspended solids in mg/l in the wastewater above 200 mg/l
P	=	Concentration of phosphorus in mg/l in the wastewater above 7 mg/l
V	=	Wastewater volume in 1,000 gallons
Cv	=	Cost per 1,000 gallons
Cb	=	Cost per pound of BOD
Cs	=	Cost per pound of suspended solids
Cp	=	Cost per pound of phosphorus
.00834	=	Conversion factor

**SECTION 2.** This Ordinance shall take effect and be in force from and after January 1, 2024, and publication of same.

Dated December 18, 2023.

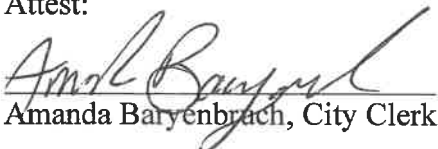


Adam Wachowski, Council President



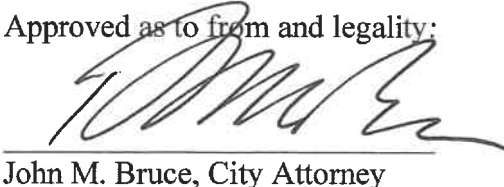
Gregory E. Buckley, City Manager

Attest:



Amanda Baryenbrach, City Clerk

Approved as to form and legality:



John M. Bruce, City Attorney

**Sec. 5-1-1. Operation of utilities.**

- A. *City manager.* The water and light plant and the sewage disposal plant and the communications plant shall be operated by the city manager in lieu of a commission created pursuant to Wis. Stats. § 66.0805.
- B. *Rates, rules and regulations.*
  - (1) The water and light plant shall be operated pursuant to this chapter and rates, rules and regulations on file with and approved by the Public Service Commission of Wisconsin.
  - (2) The communications plant shall be operated pursuant to this chapter and any applicable orders of the Public Service Commission of Wisconsin.
- C. *Operating rules.* All persons now receiving water, electric or communications services from the utility or who may hereafter make application therefor shall be considered as having agreed to be bound by all applicable orders, rules and regulations as issued by or filed with the Public Service Commission of Wisconsin.
- D. *Validity.* Should any section, clause or provision of this chapter be declared by any court of competent jurisdiction to be invalid, the same shall not affect the validity of the chapter as a whole or any part thereof, other than the part so declared to be invalid.
- E. *Conflicting provisions repealed.* All ordinances in conflict with any provision of this chapter are hereby repealed.

**Sec. 5-1-2. Utility service beyond city limits.**

Pursuant to the authority granted under Wis. Stats. §§ 66.0813 and 66.0821(2)(b), the city may in the exercise of its reasonable discretion extend water, sewer, electrical or telecommunications service to serve persons or places outside the city's corporate limits. Such discretion shall be exercised pursuant to the adoption of a resolution by the city council.

(Amended 4-2-2018)

**Sec. 5-1-3. Special assessments for sewer and water mains and laterals.**

Water and sewer main and lateral extensions may be made upon petition of 50 percent of the abutting property owners or when ordered by the council. Special assessments to pay the cost thereof shall be levied pursuant to Wis. Stats. § 66.0703.

**Sec. 5-1-4. Sewer service charges for premises against which special assessments have not been levied.**

- A. *Sewer service charge.* There is hereby established a sewer service charge, which shall be levied against all premises now or hereafter serviced by sanitary sewers if such premises were not subjected to a special assessment for such sanitary sewers when the same were installed.
- B. *Amount.* Such sewer service charge shall be the original special assessment cost of the improvements, plus any indirect costs thereof, including, but not limited to, the city's carrying costs for financing the cost of the improvement. Such annual carrying charge shall be in an amount calculated to increase or decrease with the consumer price index (CPI).
- C. *Payment.* Such sewer service charge may be paid in cash or in equal annual installments upon the same terms provided for payment of special assessments made against other properties in the same year in which

laterals are installed to such premises. The first installment payment shall be paid before such premises are connected to the sanitary sewers adjacent to such premises, and subsequent payments shall be due and payable at the same time and manner as real estate taxes and other special assessments are paid.

- D. *Application for service.* The owner of any premises against which a sewer service charge is levied pursuant to this section shall make application for municipal sewer service to the city treasurer. Such application shall specify the service desired and shall contain the legal description of the premises to be serviced. The city treasurer shall compute the amount of such service charges and certify the same. Such certification shall be subject to review and final determination by the council upon application by the property owner. The city treasurer shall keep an accurate record of the determination and payment of all such service charges and of the premises against which they are levied.
- E. *Installment payments.* If the owner of any premises subject to sewer service charges shall request the privilege of paying the same in installments, such owner and spouse, if any, shall execute an agreement for the payment of the same which shall contain the legal description of the premises subject to such service charges, and the same shall be recorded by the city treasurer in the office of the Register of Deeds of Manitowoc County and shall be a lien upon such premises until paid. In default of payment of any installment due pursuant to such agreement, the city shall have the right to disconnect such premises from the municipal sewer systems.
- F. *Connection without payment prohibited.* No person shall connect any premises against which a sewer service charge is made pursuant to this section to the municipal sewer systems before such charge is paid or provided for pursuant to this section.
- G. *Application.* This section shall not apply to charges or assessments for unremunerated improvements made to property being annexed to the city, which shall be governed by Wis. Stats. § 2-7-14 of this Code.

#### **Sec. 5-1-5. Compulsory sewer and water connections.**

- A. The owners of any buildings used for human habitation or occupancy and located adjacent to a water and sewer main or in a block through which a water or sewer main extends are required to connect the plumbing facilities of such buildings to such water and sewer mains. If any person fails to comply with this section for more than ten days after notice, in writing, he shall be guilty of an offense, and the city may cause such connections to be made and the expense thereof shall be assessed as a special tax against the property pursuant to Wis. Stats. § 281.45.
- B. The city council may extend the time for connection hereunder or grant other temporary relief where strict enforcement would work an unnecessary hardship without corresponding public or private benefit.

(Ord. No. 2024-128, § 1, 6-17-2024)

#### **Sec. 5-1-6. Engineer to keep sewer records and maps.**

The city engineer shall keep a record of all sewer connections and make maps showing the location of same and position of all house drains, connections, junctions and other data necessary for efficient service.

#### **Sec. 5-1-7. Water service charges for premises against which special assessments have not been levied.**

Water service charges shall be as established by the public service commission.

## Sec. 5-1-8. Water service replacement.

A. *Intent and purpose.* The city council finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead or lead-contaminated water services in use within both the city's water system and in private systems and, to that end, declares the purposes of this section to be as follows:

- (1) To ensure that the water quality at every tap of utility customers meets the water quality standards specified under the federal and state law;
- (2) To reduce the lead in the city's drinking water to meet the Environmental Protection Agency (EPA) standards and ideally to a lead contaminant level of zero in city drinking water for the health of city ratepayers;
- (3) To meet the Wisconsin Department of Natural Resources (WDNR) requirements for local compliance with the Lead and Copper Rule (see 56 CFR 6460, 40 CFR Parts 141.80 to 141.90 and §§ NR 809.541 to 809.55, Wis. Adm. Code); and
- (4) To eliminate leaks due to pipe material or joint deterioration.

B. *Definitions.* Definitions of terms used in this section are provided below:

*City water system* means the water supply system owned by and located within the city.

*Customer service line* means the portion of a water service line that extends from the outlet of the curb stop to the inlet of a customer's water meter.

*Utility* means the city's water utility.

*Utility service line* means the portion of a water service line from the water main to the outlet of the curb stop, including the curb stop, but not the outlet joint of the curb stop.

*Water service line* means the service line that extends from the water main to a customer's water meter.

C. *Identification of illegal services.*

- (1) The utility shall create and maintain a record of the location of all identified lead and galvanized iron service lines in the city.
- (2) The utility director or duly authorized agent shall have the right, upon the presentation of credentials, to request to enter a property connected to the city water system at any reasonable time and inspect the customer service line. Any person or entity who owns, manages, or otherwise exercise control over a property connected to the city water system shall allow the utility to inspect the customer service line. If entry is refused, the utility shall obtain a special inspection warrant under Wis. Stats. § 66.0119 or will refer to subsection E. of this section for water service discussion.
- (3) The utility shall provide written notice to any person or entity who owns, manages, or otherwise exercises control over a property connected to the city water system if that property has been inspected and determined to have a lead service line.

D. *Lead or galvanized iron service line replacement requirements.*

- (1) *Replacement required.*
  - (a) Any existing private lead or galvanized iron water service shall be considered illegal. Illegal services shall be replaced with water service lines constructed of materials approved by the city.

- (b) Prior to the actual reconstruction of the water main and lateral system, each property owner shall be given written notice of the project. Such notice shall be made not less than 30 days prior to commencement of the actual work.
  - (c) As the reconstruction progresses, the utility director or duly authorized agent shall inspect each private water service connection for the presence of lead. In the event inspection had been made previously, the utility director or duly authorized agent shall determine the condition of the private water connection from inspection records.
  - (d) In the event that the private water service does not contain lead, the city shall reconnect the same to the utility system at an appropriate point near the right-of-way line.
  - (e) In the event that the private water service is found to contain lead, the utility director or duly authorized agent shall immediately notify the owner, in writing, of that fact.
  - (f) Existing lead or galvanized iron service lines that develop a leak or otherwise need repair may not be repaired but must be replaced.
  - (g) Other lead or galvanized iron service lines not part of a reconstruction project shall be replaced in accordance with a schedule developed by the utility. The schedule shall be developed to eliminate lead services lines in the city.
  - (h) Property owners shall replace their customer service lines that meet the definition of an illegal service line according to the schedule developed by the utility. The city or utility or both may issue citations and penalties prescribed by city ordinance on a property owner that fails to replace their customer service line that meet the definition of a lead or galvanized iron service line as required by the schedule or be referred to subsection E. of this section for service disconnection.
- (2) *Owner to replace service.* The owner shall, at the owner's expense, replace the lead water services or water services contaminated with lead. In all cases, the city shall supply an appropriate connection point as part of its work. The owner may elect to:
- (a) Contract with a licensed contractor to complete the repair. Work needed to accomplish the repair shall be done at the expense of the owner. Within 30 days of the giving of notice of deficiency under subsection B.(1)(e) of this section, proof of arrangements for repair shall be provided to the utility director or duly authorized agent, and, within 90 days of the giving of notice, the repairs shall be completed.
  - (b) Have the city's contractors, if available, complete the repair.
    - [1] The city may, as part of any project, request unit bid prices for the calculation of the cost of making appropriate repair to the private building water services.
    - [2] If available, and should the owner select this option, the owner will be charged the entire cost of making the repair, except to the extent a city policy provides an exception to a portion of the costs.
  - (c) The city may establish a program to provide financial assistance to property owners replacing lead service lines.
- E. *Authority to discontinue service.* As an alternative to any other methods provided for obtaining compliance with the requirements of this code regarding replacement of illegal customer service lines, the utility may, no sooner than 30 days after the giving of written notice, discontinue water service to such property served by illegal private water lateral after reasonable notice and an opportunity for hearing before the city utilities committee under Wis. Stats. Ch. 68.
- F. *Financing for replacement of private lead water service lines.*



- (1) *Purpose.* The city council finds that the replacement of public and private lead service lines protects public health and promotes the general welfare of city residents. The purpose of this section is to facilitate loans to property owners to replace private lead service lines by treating principal and interest repayments, fees and other charges for these loans as special charges eligible for inclusion on the tax bill for these properties.

- (2) *Definitions.*

*Annual installment* means the portion of the private LSL replacement loan amount that is due for a particular year under the private LSL replacement loan agreement.

*Borrower* means a property owner who enters into a private LSL replacement loan agreement with the city to fund the replacement of a private lead service line on the borrower's property.

*Loan agreement* means a written agreement among a borrower and the city as provided in subsection (4).

*Loan amount* means the amount of principal, interest, administrative fees, and other loan charges under the loan agreement to be paid by the borrower under the private LSL replacement loan.

*LSL* means lead service line.

*Private LSL* means a customer-side water service line, as defined in Wis. Stats. § 196.372(1)(a), constructed of lead or constructed of galvanized material that is or was downstream of lead.

*Private LSL replacement loan* means a loan made by the city to a borrower under this section for the replacement of a private lead serviceline on a subject property.

*Subject property* means any property on which a private lead service line replacement has been made and financed through an outstanding private LSL replacement loan.

- (3) *Loan application and approval.* A prospective borrower applying for a private LSL replacement loan must comply with the loan application process established by the city. The city will review and determine whether to approve the loan application.
- (4) *Loan agreement.* The city and the borrower must execute a loan agreement which at a minimum:
- (a) Sets forth the total loan amount, the annual interest rate on the loan, the loan term, the amount of each annual installment, and any applicable city fee.
  - (b) Informs the borrower that the loan amount shall be considered a special charge, and each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge and be a lien against the subject property pursuant to Wis. Stats. § 66.0627, as amended.
- (5) *Private LSL replacement loan as special charge.* A private LSL replacement loan shall be considered a special charge and lien on the subject property. Each year's annual installment shall be levied onto the property tax bill of the subject property as a special charge pursuant to Wis. Stats. § 66.0627, as amended.
- (6) *Collection of special charges.* The city shall follow its customary practice in collecting special charges placed on the tax rolls, including assessing penalties and charging interest, and initiating foreclosure proceedings where appropriate.
- (7) *Segregated fund.* Special charges collected for private LSL replacement loan repayments shall be placed in a segregated fund and disbursed in accordance with the requirements of the city's funding sources.
- (8) *Record keeping.* The city shall keep an accounting of private LSL replacement loans and payments received by the city and provide borrowers with that information upon request.
- (9) *Administration fee.* The city may establish a reasonable fee to charge a borrower for administering a private LSL replacement loan and include this fee in the loan agreement.

(Amended 1-15-2018; Ord. No. 2024-056, § 1, 2-18-2024; Ord. No. 2024-055, § 1, 3-18-2024)

## **CHAPTER 5-2. SEWER SYSTEM USER CHARGE SYSTEM AND INDUSTRIAL COST RECOVERY SYSTEM<sup>1</sup>**

### **Sec. 5-2-1. Definitions.**

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

*Approving authority.* The city council or its duly authorized agent or representative shall have jurisdiction over the use and operation of the wastewater treatment plant, the municipal sanitary sewer system discharging into the wastewater treatment plant, and the municipal separate storm sewer system.

*BOD (denoting "biochemical oxygen demand").* The quantity of oxygen utilized in the biochemical oxidation of organic matter in five days at 20° Celsius, expressed as milligrams per liter (mg/l). Quantitative determination of BOD shall be made in accordance with procedures set forth in standard methods.

*Building drain.* That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer.

- A. *Building drain, sanitary.* A building drain which conveys sanitary or industrial sewage only.
- B. *Building drain, storm.* A building drain which conveys stormwater or other clear water drainage, but no wastewater.

*Building sewer.* The extension from the building drain to the public sewer or other place of disposal (also called the "house connection"). The building sewer begins immediately outside of the foundation wall of any building or structure being served and ends at its connection to the public sewer.

- A. *Building sewer, sanitary.* A building sewer which conveys sanitary or industrial sewage only.
- B. *Building sewer, storm.* A building sewer which conveys stormwater or other clear water drainage, but not sanitary or industrial sewage.

*Category A.* Those sanitary sewer users who discharge normal domestic strength wastewater with concentrations of BOD no greater than 160 mg/l, suspended solids no greater than 200 mg/l, and phosphorus no greater than seven mg/l.

*Category B.* Those sanitary sewer users who discharge wastewater with concentrations in excess of 160 mg/l of BOD, 200 mg/l suspended solids, and seven mg/l of phosphorus. Users whose wastewater exceeds the concentration for any one of these parameters shall be Category B.

*Chlorine requirement.* The amount of chlorine, in mg/l, which must be added to sewage to produce a residual chlorine as specified in the Wisconsin Pollutant Discharge Elimination System (WPDES) permit.

*Combined sewer.* A sewer intended to receive both wastewater and stormwater or surface water.

*Combined sewerage.* A combination of both wastewater and stormwater or surface water.

*Compatible pollutants.* BOD, suspended solids, phosphorus, nitrogen, pH, or fecal coliform bacteria, plus additional pollutants identified in the municipality's WPDES permit for its wastewater treatment facility, provided

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<sup>1</sup>Editor's note(s)—Adopted by the city council of the City of Two Rivers (Title 5, Ch. 2, of the 1981 Code). Amendments noted where applicable.

that such facility is designed to treat such additional pollutants and, in fact, does remove such pollutants to a substantial degree.

*Depreciation.* An annual operating cost reflecting capital consumption and obsolescence (reduction or future service potential) of the treatment works.

*Easement.* An acquired legal right for the specified use of land owned by others.

*Fecal coliform.* Any of a number of organisms common to the intestinal tract of man and animals, whose presence in sanitary sewerage and/or stormwater is an indicator of pollution.

*Floatable oil.* Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.

*Ground garbage.* The residue from the preparation, cooking, dispensing, handling, storage, and sale of food products and produce that has been shredded to such a degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers, with no particle greater than one-half-inch in any dimension.

*Incompatible pollutants.* Wastewater with pollutants that will adversely affect the wastewater treatment facilities or disrupt the quality of wastewater treatment if discharged to the wastewater treatment facilities.

*Industrial cost recovery.* The recovery by the city from the industrial users of the treatment works of the amount of federal grant money used for the purpose of constructing wastewater facilities allocable to the transportation and treatment of waste from such users.

*Industrial wastes.* Any solid, liquid, or gaseous substance discharged or escaping from any industrial, manufacturing, or commercial establishment. Such term includes any wastewater which is not sanitary sewage.

*Infiltration.* The water entering a sewer system, including building drains and sewers, from the ground through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.

*Infiltration/inflow.* The total quantity of water from both infiltration and inflow, without distinguishing the source.

*Inflow.* The water discharge into a sewer system, including building drains and sewers, from such sources as, but not limited to, roof leaders, cellar, yard and area drains, foundation drains, unpolluted cooling water discharges, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers and combined sewers, catch basins, stormwaters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration.

*Municipality.* The City of Two Rivers.

*Natural outlet.* Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface water or groundwater.

*Nitrogen.* Kjeldahl nitrogen which is the sum of organic nitrogen and ammonia nitrogen.

*Normal domestic strength wastewater.* Wastewater with concentrations of BOD no greater than 160 mg/l, suspended solids no greater than 200 mg/l, and phosphorus no greater than seven mg/l.

*Operation and maintenance costs.* Includes all costs associated with the operation and maintenance of the wastewater treatment facilities, including administration and replacement costs, all as determined from time to time by the municipality.

*Parts per million.* A weight-to-weight ratio, the parts per million value multiplied by the factor 8.34 shall be equivalent to pounds per million gallons of water.

*Person.* Any and all persons, including any individual, firm, company, municipal or private corporation, association, society, institution, enterprise, governmental agency, or other entity.

*pH.* The logarithm of the reciprocal of the hydrogen ion concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of seven and a hydrogen-ion concentration of  $10(-7)$ .

*Phosphorus.* Total phosphorus and is expressed in mg/l of P (phosphorus).

*Pretreatment.* The treatment of industrial sewage from privately owned industrial sources prior to introduction into a public treatment works.

*Private sewer.* A sanitary sewer lateral, storm sewer lateral, or other private sewer that connects a building or parcel to the public sewer, including all portions of a lateral or other private sewer located within a public street right-of-way or public sewer easement.

*Public sewer.*

- A. Any publicly owned sewer, storm drain, sanitary sewer, or combined sewer and shall consist of the following increments:
  - (1) *Collector sewer.* A sewer whose primary purpose is to collect stormwater or wastewater from individual point source discharges.
  - (2) *Interceptor sewer.* A sewer whose primary purpose is to transport stormwater or wastewater from collector sewers to a treatment facility.
  - (3) *Force main.* A pipe in which wastewater is carried under pressure.
  - (4) *Pumping station.* A station positioned in the public sewer system at which stormwater or wastewater is pumped to a higher level.
- B. The public sewer does not include any portion of a lateral or other private sewer that conveys stormwater or wastewater from individual point source discharges.

*Replacement costs.* Expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the wastewater treatment facility to maintain the capacity and performance for which such facilities were designed and constructed. Operation and maintenance costs include replacement costs.

*Sanitary sewage.* A combination of liquid and water-carried wastes discharged from residences, commercial buildings, industrial plants and institutions, including polluted cooling water.

*Sanitary sewer.* A sewer that carries sewage or wastewater.

*Sewage.* The spent water of a person or community. The preferred term is "wastewater."

*Sewer.* A pipe or conduit that carries wastewater or drainage water.

*Sewer service charge.* A charge levied on users of the wastewater treatment facilities for payment of operation and maintenance expenses, debt service costs, and other expenses or obligations of said facilities.

*Shall.* Means it is mandatory; "may" means it is permissible.

*Slug.* Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24-hour concentration of flows during normal operation, and/or adversely affects the collection system and/or performance of the wastewater treatment facility.

*Standard methods.* The examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation.

*Storm sewer or drain.* A drain or sewer for conveying water, groundwater, subsurface water, or unpolluted water from any source.

*Suspended solids.* Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in Standard Methods for the Examination of Water and Wastewater, and referred to as "nonfilterable residue."

*Total solids.* The sum of suspended and dissolved solids.

*Toxic amount.* Concentrations of any pollutant or combination of pollutants which, upon exposure to or assimilation into any organism, will cause adverse effects, such as cancer, genetic mutations and physiological manifestations as specified and defined by standards issued by the United States Environmental Protection Agency and/or the Wisconsin Department of Natural Resources and/or other governmental agencies.

*Unpolluted water.* Water quality equal to or better than the effluent of the wastewater treatment facilities or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities.

*Wastewater.* The spent water of a community or person. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.

*Wastewater collection facilities or wastewater collection system.* The structures and equipment required to collect and carry wastewater.

*Wastewater treatment facility.* An arrangement of devices and structures for treating wastewater and sludge. Also referred to as "wastewater treatment plant."

*Waterworks.* All facilities for water supply, filtration plant, storage reservoirs, waterlines and services and booster stations for obtaining, treating and distributing potable water.

*Watercourse.* A natural or artificial channel for the passage of water either continuously or intermittently.

*Wisconsin pollutant discharge elimination system (wpdes) permit.* A document issued by the State of Wisconsin which establishes performance standards, effluent limitations and monitoring requirements for the municipal stormwater system or municipal wastewater treatment facility.

Editor's note(s)—Amended at time of adoption of Code.

State law reference(s)—See Title 1, General Provisions, Ch. 1-1, Art. III.

## **Sec. 5-2-2. Use of public sewers.**

- A. *Sanitary sewers.* No person(s) shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage, or cooling water to any sanitary sewer.
- B. *Storm sewers.* Stormwater and all other unpolluted water shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority and other regulatory agencies. Unpolluted industrial cooling water or process water may be discharged, on approval of the approving authority and other regulatory agencies, to a storm sewer, combined sewer, or natural outlet.
- C. *Prohibited actions.* No person shall place, deposit or permit to be deposited in any unsanitary manner on public or private property within the jurisdiction of the authority any wastewater or other polluted waters

except where suitable treatment has been provided in accordance with provisions of this chapter and WPDES permit.

- (1) No person shall discharge or cause to be discharged to any natural outlet any wastewater or other polluted waters except where suitable treatment has been provided in accordance with provisions of this chapter and the WPDES permit.
- (2) No person shall construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of wastewater, except septic tanks may be constructed and maintained where public sewer is not available as determined by the approving authority. All septic tanks shall conform to all applicable federal, state, county and local codes, rules and requirements.

D. *Prohibitions and limitations.* Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

- (1) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, that could injure or interfere with any waste treatment or sludge disposal process, constitute a hazard to humans or animals, or create a public nuisance in the receiving waters of the wastewater treatment facility.
- (3) Any waters or wastes having a pH lower than 5.0 or in excess of 9.0, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the wastewater treatment facilities.
- (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in public sewers or other interference with the proper operation of the wastewater treatment facilities, such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (5) The following described substances, materials, waters or waste shall be limited in discharges to sanitary sewer systems to concentrations or quantities which will not harm either the sanitary sewers, wastewater treatment process, or equipment; will not have an adverse effect on the receiving stream; or will not otherwise endanger lives, limbs, public property, or constitute a nuisance. The approving authority may set limitations more stringent than those established below if such more stringent limitations are necessary to meet the above objectives. The approving authority will give consideration to the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sanitary sewers, the wastewater treatment facility, and other pertinent factors. Wastes or wastewater discharged to the sanitary sewers shall not exceed the following limitations:
  - (a) Wastewater having a temperature higher than 150° Fahrenheit (65° Celcius).
  - (b) Wastewater containing more than 25 mg/l of petroleum oil, nonbiodegradable cutting oils, or products of mineral oil origin.
  - (c) Wastewater from industrial plants containing floatable oils, fat, or grease.
  - (d) Any unground garbage. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
  - (e) Any waters or wastes containing iron, chromium, copper, zinc, and other toxic and nonconventional pollutants to such degree that the concentration exceeds levels specified by federal, state, and local authorities.

- (f) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the approving authority or limits established by any federal or state statute, rule, or regulation.
  - (g) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the approving authority in compliance with applicable state or federal regulations.
  - (h) Any waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment facility effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
  - (i) Any water or wastes which, by interaction with other water or wastes in the sanitary sewer system, release obnoxious gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
  - (j) Materials which exert or cause:
    - [1] Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the wastewater treatment facility.
    - [2] Unusual volume of flow or concentration of wastes constituting slugs, as defined herein.
    - [3] Unusual concentrations of inert suspended solids (such as, but not limited to, fuller's earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium sulfate).
    - [4] Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
  - (k) Incompatible pollutants in excess of the allowed limits as determined by local, state and federal laws and regulations in reference to pretreatment standards developed by the Environmental Protection Agency, 40 CFR Part 403, as amended from time to time.
- E. *Wisconsin pollutant discharge elimination system (WPDES) permit.* No person shall cause or permit a discharge into the sanitary sewers or storm sewers that would cause a violation of the municipality's WPDES permits and any modifications thereof.
- F. *Special arrangements.* No statement contained in this chapter shall be construed as prohibiting any special agreement between the approving authority and any person whereby a waste of unusual strength or character may be admitted to the wastewater treatment facilities, either before or after pretreatment, provided that there is no impairment of the functioning of the wastewater treatment facilities by reason of the admission of such wastes, and no extra costs are incurred by the approving authority without recompense by the person, and further provided that all rates and provisions set forth in this chapter are recognized and adhered to.
- G. *New connections.* New connections to the approving authority's public sewer system will be allowed only if there is available capacity in all of the downstream public sewers, stormwater facilities, and wastewater treatment facilities.

### **Sec. 5-2-3. Control of industrial wastes directed to public sewers.**

- A. *Submission of basic data.* The approving authority may require each person who discharges or seeks to discharge industrial wastes to a public sewer to prepare and file with the approving authority, at such times as it determines, a report that shall include pertinent data relating to the quantity and characteristics of the

wastes discharged to the wastewater treatment facilities. In the case of a new connection, the approving authority may require that this report be prepared prior to making the connection to the public sewers.

- B. *Industrial discharges.* If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which waters or wastes contain substances or possess the characteristics enumerated in section 5-2-2, and which in the judgment of the approving authority have a deleterious effect upon the wastewater treatment facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life, health, or constitute a public nuisance, the approving authority may:
- (1) Reject the wastes;
  - (2) Require pretreatment to an acceptable condition for discharge to the public sewers;
  - (3) Require control over the quantities and rates of discharge; and/or
  - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of this chapter.
- C. *Control manholes.*
- (1) Each person discharging industrial wastes into a public sewer shall, at the discretion of the approving authority, construct and maintain one or more control manholes or access points to facilitate observation, measurement, and sampling of wastes, including sanitary sewage.
  - (2) Control manholes or access facilities shall be located and built in a manner acceptable to the approving authority. If measuring and/or sampling devices are to be permanently installed, they shall be of a type acceptable to the approving authority.
  - (3) Control manholes, access facilities, and related equipment shall be installed by the person discharging the waste, at his expense, and shall be maintained by him so as to be in safe condition, accessible, and in proper operating condition at all times. Plans for installation of the control manholes or access facilities and related equipment shall be approved by the approving authority prior to the beginning of construction.
- D. *Measurement of flow.* The volume of flow used for computing sewer service charges shall be the metered water consumption of the person as shown in the records of meter readings maintained by the water department or utility except as noted in section 5-2-3.E., metering of waste.
- E. *Metering of waste.* Devices for measuring the volume of waste discharged may be required by the approving authority if this volume cannot otherwise be determined from the metered water consumption records. Metering devices for determining the volume of waste shall be installed, owned, and maintained by the person discharging the wastewater. Following approval and installation, such meters may not be removed without the consent of the approving authority.
- F. *Waste sampling.*
- (1) Industrial wastes discharged into the public sewers shall be subject to periodic inspection and a determination of character and concentration of said wastes. The determination shall be made by the industry as often as may be deemed necessary by the approving authority.
  - (2) Samples shall be collected in such a manner as to be representative of the composition of the wastes. The sampling may be accomplished either manually or by the use of mechanical equipment acceptable to the approving authority.
  - (3) Installation, operation, and maintenance of the sampling facilities shall be the responsibility of the person discharging the waste and shall be subject to the approval of the approving authority. Access to sampling locations shall be granted to the approving authority or its duly authorized representatives at



all times. Every care shall be exercised in the collection of samples to ensure their preservation in a state comparable to that at the time the sample was taken.

G. *Pretreatment.*

- (1) Persons discharging industrial wastes into any public sewer may be required to pretreat such wastes, if the approving authority determines pretreatment is necessary to protect the wastewater treatment facilities or prevent the discharge of incompatible pollutants.
- (2) In that event, such person shall provide, at his expense, such pretreatment or processing facilities as may be determined necessary to render wastes acceptable for admission to the sanitary sewers.

H. *Grease, oil, and sand interceptors.* Grease, oil, and sand interceptors shall be provided when, in the opinion of the approving authority, they are necessary for the proper handling of liquid wastes containing floatable grease in amounts in excess of those specified in this chapter, or any flammable wastes, sand, or other harmful ingredients, except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the approving authority and shall be located as to be readily and easily accessible for cleaning and inspection. In maintaining these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal which are subject to review by the approving authority. Disposal of the collected materials performed by owner's(s') personnel or currently licensed waste disposal firms must be in accordance with currently acceptable Department of Natural Resources (DNR) rules and regulations.

I. *Analyses.*

- (1) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of "Standard Methods" and with the federal regulations of 40 CFR Part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants, as amended from time to time. Sampling methods, location, time, durations, and frequencies are to be determined on an individual basis subject to approval by the approving authority.
- (2) Determination of the character and concentration of the industrial wastes shall be made by the person discharging them, or the person's agent, as designated and required by the approving authority. The approving authority may also make its own analyses on the wastes, and these determinations shall be binding as a basis for sewer service charges.

J. *Submission of information.* Plans, specifications, and any other pertinent information relating to proposed flow equalization, pretreatment, or grease and/or sand interceptor facilities shall be submitted for review and approval of the approving authority prior to the start of their construction if the effluent from such facilities is to be discharged into the public sewers. No construction of such facilities shall commence until said approval has been granted.

## **Sec. 5-2-4. Basis for sewer service charges.**

A. *Sewer users served by water utility water meters.* There is hereby levied and assessed upon each lot, parcel of land, building, or premises having a connection with the wastewater collection system and being served with water solely by the water utility a sewer service charge based, in part, on the quantity of water used, as measured by the water utility water meter used upon the premises.

B. *Sewer users served by private wells.*

- (1) If any person discharging wastewater into the public sanitary sewers procures any part or all of his water from sources other than the water utility, all or part of which is discharged into the sanitary sewers, the person shall have water meters installed by the water utility at the person's expense for

the purpose of determining the volume of water obtained from these sources. Where sewer meters are already installed, new water meters will not be required. The water meters shall be furnished by the water utility and installed under its supervision, all costs being at the expense of the person requiring the meter.

- (2) The water utility will charge for each meter a rental charge set by the water utility to compensate for the cost of furnishing and servicing the meter. The rental charge shall be billed at the time the sewer service charge is billed.
- C. *Deduct meters.* If a user feels that a significant amount of metered water does not reach the sanitary sewer, a customer may avail himself of one of the following options:
- (1) He may request the approving authority to have such additional meters or metered services installed as are necessary to calculate the volume of water not discharged to the sanitary sewer (i.e., a "deduct" meter), or he may request the approving authority to have a meter installed to measure the actual amount of sewage discharged to the sanitary sewer (i.e., a "sewage" meter). Requests for a second meter or metered services must be made, in writing, to the approving authority. In the event the approving authority agrees to such installations, the customer shall be charged all costs attendant thereto, including, but not limited to, a meter yoke for each meter (to be installed by a licensed plumber); meter rental (the meter will be owned by the customer and subject to access and inspection by the city personnel at all times) in an amount set annually by the approving authority; remote reading device(s) if necessary; and labor and miscellaneous parts and supplies. No provision shall be made, nor shall any means be taken, to route water from any deduct meter to the customer's general distribution system. In addition to the general penalties set forth in section 5-2-9, any violation of this chapter will result in nullification of the deduct readings and removal of the deduct meter.
  - (2) In the event it is physically impractical or impossible to install metering equipment, he may request the approving authority to take such means as it deems necessary to formulate an estimate of the amount of water not being discharged into the sanitary sewerage system or, conversely, the amount of actual sewage discharged thereto.

### Sec. 5-2-5. Amount of sewer service charges.

A. *Sewer service charge unit costs.* This unit cost for the sewer service charge are as follows:

Volume	\$5.60/100 cubic feet
BOD	\$1.04/lb
Suspended Solids	\$1.07/lb
Phosphorus	\$3.94/lb
Fixed Charge	\$18.85/User/Month
Unit Charge	\$12.85/Unit/Month

B. *Category A sewer service charge.* The sewer service charge for Category A sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet
Unit Charge	\$12.85/additional living unit/Month

- (1) Residential customers will be billed the sewer service charge for their actual water usage during the November through March period and the monthly average from the November through March period will be the maximum sewer billing for the period of April through October.

C. *Category B sewer service charge.* The sewer service charge for Category B sewer users is as follows:

Fixed Monthly Charge	\$18.85/Month
Volume Charge	\$5.60/100 cubic feet
Surcharge:	
BOD greater than 160 mg/l = \$1.04/lb	
Suspended Solids greater than 200 mg/l = \$1.07/lb	
Phosphorus greater than 7 mg/l = \$3.94/lb	

The Category B sewer service charge shall be computed in accordance with the formula presented below:

$$T = FQ + (V \times Cv) + .00834 V (B \times Cb + S \times Cs + P \times Cp)$$

Where:

T	=	Total sewer service charge
FQ	=	Fixed monthly charge
B	=	Concentration of BOD in mg/l in the wastewater above 160 mg/l
S	=	Concentration of suspended solids in mg/l in the wastewater above 200 mg/l
P	=	Concentration of phosphorus in mg/l in the wastewater above 7 mg/l
V	=	Wastewater volume in 1,000 gallons
Cv	=	Cost per 1,000 gallons
Cb	=	Cost per pound of BOD
Cs	=	Cost per pound of suspended solids
Cp	=	Cost per pound of phosphorus
.00834	=	Conversion factor

(Amended 9-17-2018; 2-4-2019; 12-2-2019; Ord. No. 2022-137, § 1, 7-18-2022); Ord. No. 2023-216, § 1, 12-18-2023)

### Sec. 5-2-6. Billing practice.

- A. *Calculation of sewer service charges.* Sewer service charges shall be computed according to the rates and formula presented in this chapter.
- B. *Sewer service charge billing period.* Sewer service charges shall be billed by the approving authority to the sewer users on a monthly basis.
- C. *Payment of sewer service charges.* Those persons billed by the approving authority for the sewer service charges shall pay such charges within 20 days after the billing date at the city hall.
- D. *Late payment.* A charge of not more than one and one-half percent per month will be added to bills not paid within 20 days from date of issuance. This late payment charge shall be applied to the total unpaid balance for utility service, including unpaid late payment charges. This charge is applicable to all customers.
- E. *Penalties.*
  - (1) Such sewer service charges levied by the municipality against the sewer users in accordance with this chapter shall be a debt due to the municipality and shall be a lien upon the property. If this debt is not paid within 30 days after it shall be due, it may be deemed delinquent and may be placed, together with such penalties as provided by statute, on the next year's tax roll and be collected as other taxes are collected.

- (2) Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating these penalties.

### **Sec. 5-2-7. Right of entry; safety; identification.**

- A. *Right of entry.* The approving authority or other duly authorized agent of the city, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observation, televising or testing, all in accordance with the provisions in this chapter.
- B. *Safety.* While performing the necessary work on private premises, the approving authority or duly authorized agent of the city shall observe all safety rules applicable to the premises established by the owner or the occupant.
- C. *Identification; right to enter easements.* The approving authority or duly authorized agent of the city, bearing proper credentials and identification, shall be permitted to enter all private properties through which the city holds an easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement, all subject to the terms, if any, of such easement.

### **Sec. 5-2-8. Sewer construction and connections.**

- A. *Work authorized.* No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb sewer or its appurtenances thereof without first obtaining a written permit from the approving authority.
- B. *Cost of sewer connection.* All costs and expenses incident to the installation and connection of a lateral or other private sewer to the public sewer shall be borne by the property owner, except to the extent a city policy may provide an exception to a portion of the costs. The original installation of a public sewer, lateral, or other private sewer is paid for by special assessment if work is completed by contractors hired by the city. Reconstruction of a public sewer main is paid for by the city. Repairs and reconstruction of a lateral or other private sewer are paid for by the property owner. Installation of a new lateral or other private sewer to an existing public sewer is paid for by the property owner.
- C. *Use of old building sewers.* Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the approving authority, to meet all requirements for this chapter.
- D. *Materials and methods of construction.* The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench shall conform to the requirements of the city's building and plumbing code or other applicable rules and regulations of the city. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM, WPCF Manual of Practice No. 9 and Standard Specifications for Sewer and Water Construction in Wisconsin (current edition) shall apply.
- E. *Building sewer grade, sanitary.* Whenever possible, the building sewer for sanitary service shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- F. *Backwater valves, sanitary.* Backwater valves are required for all sanitary sewer laterals that are being installed or replaced. Retrofit of a backwater valve is only required for a building subject to backflow or backwater. The location of the backwater valve must be approved by the approving authority and shall be accessible to the property owner for maintaining, repairing, and replacing. Exemptions to this requirement may be granted by the city upon written request of the property owner.

G. *Laterals and private sewers, sanitary.*

- (1) *Owner maintenance required.* The property owner is responsible for operating, maintaining, repairing, and replacing their sanitary lateral or other private sewer for the purpose of conveying wastewater, preventing inflow and infiltration, and protecting public health, safety and welfare. The owner is responsible for lateral and other private sewer costs, from the public sewer connection into the building, except to the extent the city may provide an exception to a portion of the costs.
- (2) *Inspection required.* The city shall inspect existing sanitary laterals as part of a public sanitary sewer maintenance, repair or reconstruction project or at other times deemed appropriate by the city, including at the time of water service repair or replacement at any property.
- (3) *Notification of defect.* If the city identifies a defect or condition that interferes with sanitary lateral or sewer operation, the city shall send the property owner notification of the defect or condition, including a statement that the lateral or other private sewer must be repaired or replaced, or the condition corrected, not later than 90 days after the date of notice, or within such longer time deemed reasonable by the city.
- (4) *Owner to correct defect.* The property owner is responsible for correcting defective sanitary laterals and other private sewers. Work shall be completed in strict conformance with applicable codes and in a manner that corrects the deficiencies. The property owner may elect to make the repair, hire a licensed contractor or, if available, have city contractors correct the deficiencies. As part of a public sanitary sewer reconstruction project, the city agrees to obtain bid prices to replace sanitary laterals and other private sewers.
- (5) *Lateral or private sewer fees.* The following fees are hereby created and imposed, each fee billed and payable in monthly installments with regular monthly billing for utility services:
  - (a) *Televising refusal fee.* A \$50.00 monthly fee is hereby imposed for connection of a lateral or other private sewer to the sanitary sewerage system serving city rate payers, which owner refuses to consent to televising of the lateral or other private sewer by the city. This fee will be imposed beginning 30 days after a request has been made by the city for permission to televise the lateral or other private sewer. This fee will continue until the owner consents to televising by the city.
  - (b) *Failure to correct fee.* A \$50.00 monthly fee is also hereby imposed for connection of a lateral or other private sewer to the sanitary sewerage system, serving city rate payers, which owner fails to take corrective action upon request by the city to repair the sewer lateral leaking freshwater into the sewerage system. This fee will be imposed beginning 30 days following notice by the city to the owner that corrective action is required and has not been completed on schedule. This fee will continue until corrective action is completed by owner.
  - (c) *Fee exemptions.* The following are the exemptions and procedures from lateral fees:
    - [1] *Televising exemption.* Upon request by the city to televise a lateral or other private sewer connected to the sanitary sewer system in the city, the owner may grant consent to televise the lateral by signing a consent form provided by the city. Upon receipt of such signed consent form, the city is authorized to access the lateral or other private sewer and adjacent property for purposes of televising the lateral. Owners complying with this section are exempt from the televising refusal fee.
    - [2] *Corrective fee exemption.* Each owner that repairs the private sewer lateral determined by the city to be leaking freshwater into the sanitary sewerage system shall be exempt from the failure to correct fee beginning at such time that verification of corrective action has been provided by the owner to the city.

H. *Laterals and private sewers, storm.*

- (1) *Owner maintenance required.* The property owner is responsible for operating, maintaining, repairing, and replacing their storm lateral and other private sewer for the purpose of conveying groundwater or stormwater and protecting public health, safety and welfare. The owner is responsible for lateral and other private sewer costs, from the public sewer connection into the building, except to the extent the city may provide an exception to a portion of the costs.
- (2) *Inspection required.* The city shall inspect existing sanitary laterals as part of a public sanitary sewer maintenance, repair or reconstruction project or at other times deemed appropriate by the city, including at the time of water service repair or replacement at any property.
- (3) *Notification of defect.* If the city identifies a defect or condition that interferes with storm lateral or sewer operation, the city shall send the property owner notification of the defect or condition, including a statement that the lateral or other private sewer must be repaired or replaced, or the condition corrected, not later than 90 days after the date of notice or within such longer time deemed reasonable by the city.
- (4) *Owner to correct defect.* The property owner is responsible for corrective defective storm laterals and other private sewers. Work shall be completed in strict conformance with applicable codes and in a manner that corrects the deficiencies. The property owner may elect to make the repair, hire a licensed contractor or, if available, have city contractors correct the deficiencies.

I. *Stormwater and groundwater drains.*

- (1) No person shall allow or make connection of roof downspouts, exterior foundation drains, sump pumps, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which is connected directly or indirectly to a sanitary sewer.
- (2) All existing downspouts, building sump pump discharges, or groundwater drains, etc., connected directly or indirectly to a sanitary sewer shall be disconnected within 30 days of the date of an official written notice from the approving authority.

J. *Sump pump discharge regulated.*

- (1) *Findings.* The city council finds that uncontrolled discharge from sump pumps, including frozen runoff onto public sidewalks and streets and excess runoff from one lot onto another, poses a threat to the public health and safety. The problem is not uniform throughout the city, as it varies with the topography of the area and soil contents.
- (2) *Discharge into storm sewer required.* Where a connection order is issued in accordance with this section, a sump pump shall be connected so as to discharge.
- (3) *Where system not available.* Where no mini storm sewer or storm sewer system is available or is not adequate to receive the anticipated flow, the sump pump discharge shall drain on the premises, not onto the sidewalk, street or curbing.
- (4) *Issuance of connection order.* The approving authority shall issue a written order that a property drain its sump pump discharge into a mini storm sewer or storm sewer if adjacent to the parcel.
- (5) *Inspection.* Connections to the storm sewer must be inspected by the city.
- (6) *Connection order; extensions.* A connection order may be served, in person or by first-class mail, upon either the owner of the property or its occupant. The order shall provide that, unless an appeal from the order is timely filed, connection to the storm sewer shall be made within 90 days after its issuance. Upon reasonable written request made by the owner, time extensions may be granted for ordered connections at the discretion of the approving authority.

(7) *Failure to connect fees.* The following fees are hereby created and imposed, each fee billed and payable in monthly installments with regular monthly billing for utility services:

(a) *Failure to connect fee.* A \$50.00 monthly fee is hereby imposed for failure of the property owner to connect their sump pump to the mini storm or storm sewer upon request by the city. This fee will be imposed beginning 30 days following notice by the city to the owner that connection is required and has not been completed on schedule. This fee will continue until connection by the owner.

(b) *Fee exemption.* The following are the exemptions and procedures from lateral fees:

[1] *Connection fee exemption.* Each property owner that connects their sump pump to the mini storm or storm sewer upon request by the city shall be exempt from the failure to connect fee beginning at such time that verification of connection has been provided by the owner to the city.

K. *Mini storm sewers/storm sewer laterals.*

(1) A mini storm sewer shall consist of a six-inch to 12-inch diameter pipe located underground and within the street right-of-way or permanent easement for sump pump connections.

(2) A storm sewer lateral shall consist of a minimum four-inch diameter pipe constructed to connect directly to the mini storm sewer or storm sewer main by the use of an in-line wye. The lateral shall serve a single building.

(3) The sump pump discharge shall be connected at the building and extend underground to the mini storm sewer/storm sewer lateral connection provided at the property line. The cost of a mini storm sewer/storm sewer lateral project shall be special assessed to the property owners. No downspouts shall be connected to a storm sewer lateral, except with permission of the approving authority for hazard mitigation and it shall be limited to one downspout. No downspouts shall be connected to a mini storm sewer.

L. *Conformance to plumbing codes.* The connection of the building sewer into the sanitary sewer or storm sewer shall conform to the requirements of the building and plumbing code, or other applicable rules and regulations of the municipality or the procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9. All such sanitary sewer connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the approving authority before installation.

M. *Inspection connection.* The person making a connection to a public sewer shall notify the approving authority when the building sewer is ready for inspection and connection to the public sewer. The connection shall be inspected and approved by the approving authority.

N. *Barricades; restoration.* All excavations for the building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the approving authority.

(Amended 1-15-2018)

## **Sec. 5-2-9. Violations and penalties.**

A. *Public nuisance.* The violation of any provision of sections 5-2-1 through 5-2-4, inclusive, or sections 5-2-5.G. or 5-2-7 or 5-2-8, hereof, shall constitute a public nuisance as that term is defined in the Municipal Code.

- B. *Abatement of nuisance, no immediate danger.* If it is determined that public nuisance has been created, or is being maintained, by violation of this chapter (as set forth herein above), but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals, or decency, written notice shall be served on the person causing or maintaining the nuisance to remove or correct the same (identifying the nature of the violation) within a specified reasonable time. The offender shall, with the period of time stated in said notice, abate the nuisance and permanently cease all violations.
- C. *Abatement of nuisance, immediate danger.* If it determined that a public nuisance caused by the violation of this chapter exists and that there is great and immediate danger to the public health, safety, peace, morals, or decency, the city manager, city engineer, and/or the chief of police may cause the same to immediately be abated and charge the cost thereof to the owner, occupant, or person causing, permitting or maintaining the nuisance, as the case may be. If notice to abate the nuisance has been given to the owner, such cost shall be assessed against the real estate as a special charge.
- D. *Accidental discharge.* Any person found to be responsible for accidentally allowing a deleterious discharge into the sewer system which causes damage to the wastewater treatment facility and/or receiving body of water shall, in addition to a fine, pay an amount to cover any damages, both values to be established by the approving authority.
- E. *Penalty for violation.* Any person who violates any provisions of this chapter shall be subject to a penalty as provided in chapter 1-1, article II, of the city's Code, which chapter is, by this reference, made a part hereof as if fully set forth herein.
- F. *Liability to municipality for losses.* Any person violating any provisions of this chapter shall, in addition to any penalty or fine which may be assessed against him, become liable to the municipality for any expense, loss, or damage occasioned by reason of such violation which the municipality may suffer as a result thereof.

Editor's note(s)—Amended at time of adoption of Code.

State law reference(s)—See Title 1, General Provisions, Ch. 1-1, Art. III.

## **Sec. 5-2-10. Appeals.**

- A. *Procedures.*
- (1) Any user, permit applicant, or permit holder affected by any decision, action or determination, including cease and desist orders, made by the approving authority interpreting or implementing the provisions of this chapter or in any permit issued herein may file with the approving authority a written request for reconsideration within ten days of the date of such decision, action or determination, setting forth in detail the facts supporting the user's request for reconsideration. The approving authority shall render a decision on the request for reconsideration to the user, permit applicant, or permit holder, in writing, within 15 days of receipt of request. If the ruling on the request for reconsideration made by the approving authority is unsatisfactory, the person requesting reconsideration may, within ten days after notification of the action, file a written appeal with the city council and the City of Two Rivers.
  - (2) A fee of \$50.00 shall accompany any appeal to the city council for its ruling. This fee may be refunded if the appeal is sustained in favor of the appellant.
  - (3) The written appeal shall be heard by the city council within 30 days from the date of filing. The city council shall make a final ruling on the appeal within ten days from the date of the hearing.



**Sec. 5-2-11 Validity; amendments.**

- A. *Superseding previous ordinances.* This chapter governing sewer use, industrial wastewater discharges, sewer service charges, and sewer connections and construction shall supersede all previous ordinances of the municipality.
- B. *Invalidation clause.* Invalidity of any section, clause, sentence, or provision in the chapter shall not affect the validity of any other section, clause, sentence, or provision of this chapter which can be given effect without such invalid part or parts.
- C. *Amendment.* The municipality, through its duly authorized officers, reserves the right to amend this chapter in part or in whole whenever it may deem necessary.

**Sec. 5-2-12 Audit; notification; records.**

- A. *Biennial audit.* The municipality shall review, at least every two years, the wastewater contribution to its sewer users, the operation and maintenance expenses of the wastewater treatment facilities, and the sewer service charge system. Based on this review, the municipality shall revise the sewer service charge system, if necessary, to accomplish the following:
  - (1) Maintain a proportionate distribution of operation and maintenance expenses among sewer users based on the wastewater volume and pollutant loadings discharged by the users;
  - (2) Generate sufficient revenues to pay the operation and maintenance expenses of the wastewater treatment facilities; and
  - (3) Apply excess revenues collected from a class of users to the operations and maintenance expenses attributable to that class of users for the next year and adjust the sewer service charge rates accordingly.
- B. *Annual notification.* The municipality shall notify its sewer users annually about the sewer service charge rates. The notification shall show what portion of the rates are attributable to the operation and maintenance expenses, and debt service costs of the wastewater treatment facilities. The notification shall occur in conjunction with a regular bill.
- C. *Records.* The municipality shall maintain records regarding wastewater flows and loadings, costs of the wastewater treatment facilities, sampling programs, and other information which is necessary to document compliance with 2 CFR Part 1500 of the Clean Water Act.

# **Appendix B**

## **Village of Mishicot – Sewer Service Agreements**

AMENDMENT TO CONTRACTUAL AGREEMENT BETWEEN  
CITY OF TWO RIVERS AND VILLAGE OF MISHICOT  
FOR WASTEWATER TREATMENT SERVICES

THIS AMENDMENT to AGREEMENT dated June 5, 2007, is made by and between the CITY OF TWO RIVERS, hereinafter referred to as "City", and the VILLAGE OF MISHICOT, hereinafter referred to as "Village".

WHEREAS, the parties desire to modify the AGREEMENT to clarify existing conditions and distribution of fixed and variable costs; and

WHEREAS, the parties have determined that such modifications are in the best interests of the City and Village;

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties, City and Village agree as follows:

1. Article III Section 3.01 Par. 4 is amended to read as follows:

The City has annual WWTP debt service payments, annual capital improvements costs, and an annual replacement fund deposit requirement. Each of these annual costs shall be allocated between the City and the Village based on their respective percentages cited above.

2. Article III Section 3.01 Par. 7 through 13 is amended to read as follows:

The City's obligation under this agreement shall be contingent upon the City being awarded a Wisconsin Clean Water Fund (CWF) loan for projects in an amount sufficient for all project costs for the improvements to the City's wastewater treatment facility, and further subject to the City's entry into a 20-year Financial Assistance Agreement which will be developed between the City and the State for capital costs. Capital costs shall include all engineering for planning, design, bidding, supervision, inspection, and surveys; soil exploration and testing work; interim financing costs; construction costs; equipment purchases, land purchases, legal fees and any other work or services required for the construction of the facilities.

The capital costs for the wastewater collection system, not used by the Village, will be solely recovered from the City of Two Rivers. The capital costs for improvements of the wastewater collection system used by the Village downstream of the Parkway Boulevard Sewage Lift Station, excluding the Parkway Boulevard Sewage Lift Station and Sewage Force Main, will be distributed in proportion to the Village and City's respective share of 80 percent of the design capacity for gravity sewer segments. The

annual operation and maintenance costs for the wastewater collection system used by the Village will be distributed in proportion to the Village and City's respective share of the system as described in Exhibit "A".

The City shall plan, design, construct, and maintain improvements to the Parkway Boulevard Sewage Lift Station to handle the wastewater flows discharged by the Village. Any future annual debt retirement and capital improvements costs for lift station and force main improvements shall be distributed to the Village and City in proportion to their respective design flows to sewage lift station and force main. The City is required by the WDNR to have a replacement fund for equipment at the Parkway Boulevard Sewage Lift Station. The annual replacement fund will be distributed to the Village and City in proportion to their respective design flows to the sewage lift station and force main. The fixed charge shall be recovered from the Village on a semi-annual basis through a fixed charge. The annual operation and maintenance costs for the Parkway Boulevard Sewage Lift Station and Sewage Force Main will be distributed as described in Exhibit "A".

The Village planned, designed, and constructed gravity sanitary sewer improvements on Parkway Boulevard from the Parkway Boulevard Sewage Lift Station to Mishicot Road, on Mishicot Road from Parkway Boulevard to approximately 800 feet north of County Trunk Highway (CTH) 'VV', and on State Trunk Highway (STH) '147' from approximately 800 feet north of CTH 'VV' to Crystal Springs Road. The Village of Mishicot has ownership of the gravity sanitary sewer improvements described above for the period of the Clean Water Fund (CWF) loan, after which, the ownership of the improvements will be given to the City. The City will maintain the gravity sanitary sewer while it is under the Village ownership. The allocated capacity of the gravity sanitary sewer to the Village will be 0.91 million gallons per day (mgd). The Village will own and be responsible for all operation and maintenance costs for the Village owned force main located upstream of Crystal Springs Road.

A user charge system has been developed to allocate debt service costs for the gravity sanitary sewer based on the Village and City share of project capital costs. The user charge system is presented in Exhibit "A". The City's share of capital cost debt service charge shall be recovered from the City on a semi-annual basis through a fixed charge.

The Village planned, designed, constructed, and maintains Sewage Lift Station No. 1 in the Village and force main to deliver the wastewater to gravity sanitary sewer at the intersection of STH '147' and Crystal Springs Road, and metering and sampling equipment at the Village Sewage Lift Station support building to measure and sample the wastewater pumped to the City. The Sewage Lift Station support building shall include odor control facilities to prevent odor problems in the City's wastewater collection system. All construction, maintenance, operation, and project costs for these facilities shall be paid by the Village.

Any Village owned gravity sanitary sewer within the City's corporate limits shall be constructed in accordance with the City's standards and be subject to approval by the City. All emergency repairs to the Village's gravity sanitary sewer within the City's corporate limits and along STH '147' from the City's corporate limits to Crystal Springs Road shall be performed by the City within 24 hours of the needed emergency repairs. The cost for repairs will be distributed in proportion to the Village and City's respective share of 80 percent of the design capacity for the sewer segments.

3. Article IV Section 4.01 Par. 4 is amended to read as follows:

The operation and maintenance costs will be paid by the Village on a monthly basis based on the wastewater flows metered at the Village monitoring station. The volume charge will be variable for the balance of the term of the agreement. The volume charges developed in Exhibit "A" User Charge System will be reviewed and revised not less than every two years. The City shall provide notice to the Village of such changes to volume charges and shall provide a mark-up of Exhibit "A" showing the breakdown of operation and maintenance costs and calculations of the volume charge, a minimum of two months prior to implementation.

4. Article V Section 5.01 is amended to read as follows:

5.01 The Village planned, designed, and constructed a metering and sampling station at the Village Sewage Lift Station support building. The Village shall operate and maintain the station. The plans and specifications for the metering and sampling station shall be subject to the City review and approval.

5. EXHIBIT "A" USER CHARGE SYSTEM is amended as presented in EXHIBIT "A" attached dated August 31, 2018.

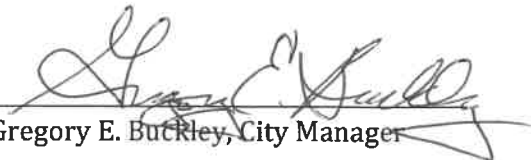
6. All other terms and conditions of the AGREEMENT dated June 5, 2007 are hereby ratified and affirmed.

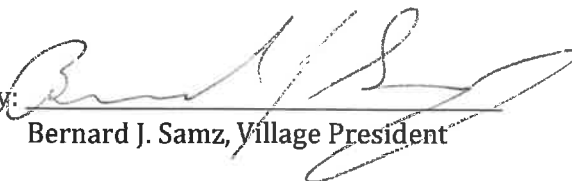
Dated this 3 day of February 2020


Dated this 3 day of February 2020


CITY OF TWO RIVERS

VILLAGE OF MISHICOT

By:   
Gregory E. Buckley, City Manager

By:   
Bernard J. Samz, Village President

By:   
Kim M. Graves, City Clerk

By:   
Carol Paider, Clerk/Treasurer

## EXHIBIT "A"

## USER CHARGE SYSTEM

This user charge system describes the methods and procedures for distribution of debt retirement, capital improvements costs, replacement fund costs, and operation and maintenance costs to the Village of Mishicot.

ALLOCATION OF DEBT RETIREMENT, ANNUAL CAPITAL IMPROVEMENTS COSTS, AND REPLACEMENT FUND DEPOSITS

Annual debt service costs, capital improvements costs and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) for the WWTP shall be allocated to the Village in proportion to its relative share of the design average flow for the WWTP. The design average annual flow is 3.07 million gallons per day (mgd), based on projected design year 2025 flows and loadings for the City and the Village. The Village share of the design average annual flow is 0.260 mgd. The Village portion of the design flow is 8.47 percent.

The allocation of the debt service costs, annual capital improvements costs and replacement fund deposits shall be recalculated following any calendar year in which the annual flow for the Village exceeds 0.260 mgd based on flow data provided to the City by the Village.

The City has annual collection system and WWTP debt service payments of \$550,900.46 for improvements prior to 2018, \$239,983.17 for 2018 improvements, and \$43,041.25 for 310 Interceptor improvements; annual capital improvements costs of \$5,400.00; and an annual replacement fund deposit requirement of \$178,262.00. Each of these annual costs shall be allocated to the Village based on its respective percentage stated above.

Additional annual debt service costs, annual capital improvements costs, and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) required as the result of expansion and improvement of the City's WWTP shall be allocated to the Village in the same manner as described in the paragraphs above. Such allocation shall also be subject to recalculation in the same manner as described in the paragraphs above.

The Village's total cost shall be 8.47 percent of existing and additional debt service costs, existing and additional capital improvements costs, and existing and additional replacement fund deposits. The cost shall be recovered from the Village on a semi-annual basis through a fixed charge. Said fixed charge shall include the Village's share of debt service costs for the preceding six months, capital improvement costs for the preceding six months, and required replacement fund deposits for the upcoming six months.

The capital costs for improvements of the wastewater collection system used by the Village downstream of the Parkway Boulevard Sewage Lift Station, excluding the Parkway Boulevard Sewage Lift Station, will be distributed in proportion to the Village's share of the design flow of the force main and Village's share of 80% of the design capacity of sanitary sewer segments receiving wastewater flow from the Village.

A summary of the City Annual Fixed Cost allocation to the Village is presented in Table 1.

Table 1 Summary of City Annual Fixed Cost Allocation to Village

Item	Annual Cost, Dollars	
	Total	Village Share
Debt Retirement		
Existing Net	550,900.46	21,909.94
2018 WWTP Improvements	239,983.17	20,326.57
310 Interceptor Improvements	43,041.25	8,650.00
Annual Capital Improvements		
WWTP	5,000.00	423.50
Parkway Boulevard Sewage Lift Station	400.00	160.00
Replacement Fund Deposit	178,262.00	15,098.79
TOTAL	\$1,017,586.88	\$66,568.80

#### ALLOCATION OF OPERATION AND MAINTENANCE COSTS

A volume charge shall be paid by the Village for the City's operation and maintenance (O&M) costs based on the actual flows measured at the Village's monitoring station in accordance with this section of the User Charge System. O&M costs shall include wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP and collection system during its service life, all utilities, chemicals, equipment parts, lubrication and laboratory supplies, all other ordinary and necessary costs required to support the daily operations of the WWTP and collection system, all plant and sanitary sewer maintenance.

A summary of the O&M costs distributed to the Village of Mishicot is presented in Attachment 1. These costs will be updated not less than every two years to establish the O&M user charge to the Village. O&M costs will be allocated based on the average annual 2-year flow.

Allocation to the City's general fund will not be included in the Village volume unit charge. The O&M costs for the City Wastewater Collection System, not used by the Village, will not be included in the volume unit charge. The volume unit charge will include O&M costs for the WWTP, Parkway Boulevard Sewage Lift Station, force main, and interceptor sewer downstream of the discharge including the gravity sewer described in this exhibit.

The total length of pipelines in the City of Two Rivers collection system is estimated to be 345,596 lineal feet. The length of collection pipeline used by the Village is estimated to be 25,515 lineal feet. This length is 7.38 percent of the total length of pipeline in the system. This Village share of collection system use will be updated every two years. The collection system O&M costs are based on the Village using an average of 40 percent of the capacity of the gravity sewer improvements (upstream of the Parkway Boulevard Sewage Lift Station), Parkway Boulevard Sewage Lift Station, Parkway Boulevard Sewage Lift Station force main, and the interceptor sewer from the force main discharge to the WWTP. The Village share is 40 percent of the 7.38 percent of the collection system O&M costs for the collection system used by the Village; and 40 percent of the O&M costs for the sewage lift station and sewage force

main used by the Village. The Village share of the cost for outside services employed is based on the Village portion of average daily flow. The costs for the wastewater collection system, not used by the Village, will be solely recovered from the City of Two Rivers.

The volume charge from the City to the Village will include a cost of \$1,000 for administration and monitoring. A summary of the City O&M cost allocation to the Village is presented in Table 2.

Table 2 Summary of City Annual O&M Costs Allocation to Village

Item	Annual Cost, Dollars	
	Total	Village Share
WWTP Operations Budget (2018)	1,039,770.00	80,270.24
Wastewater Collection System	146,734.00	4,331.59
Parkway Boulevard SLS and SFM	7,870.00	3,148.00
Administration Fee	1,000.00	1,000.00
TOTAL	\$1,195,374.00	\$88,749.83

The volume charge shall be determined by dividing the O&M costs by the total volume received at the WWTP. The calculation of the volume charge for the Village is presented below:

Average Annual Flow to WWTP (last 2-year avg.) = 2.210 mgd (Two Rivers)  
+ 0.180 mgd (Mishicot)  
= 2.390 mgd  
  
92.28% City of Two Rivers  
7.72% Village of Mishicot

Annual O&M Costs Distributed to Village:

Wastewater Treatment 1,039,770.00 x 0.0772 = \$80,270.24  
Collection System (0.0738 x \$146,734.00) x 0.40 = \$4,331.59  
Sewage Lift Station and Force Main \$7,870.00 x 0.40 = \$3,148.00  
Administrative Fee \$1,000.00 x 1.00 = \$1,000.00

The volume charge from the City to the Village for the annual O&M costs is calculated as follows:

Volume Charge = Annual O&M Costs allocated to Village ÷ Annual flow for Village  
= \$88,749.83 ÷ 67.44 million gallons  
= \$1.316/1,000 gallons

The O&M costs will be paid by the Village on a monthly basis based on the wastewater flows metered at the Village monitoring station. Payment by the Village to the City for the period through June of 2020 will be \$1.316 per 1,000 gallons. The volume charge will be variable for the balance of the term of the agreement. The volume charge will be reviewed and revised not less than every two years.



CONTRACTUAL AGREEMENT BETWEEN CITY OF TWO RIVERS  
AND  
VILLAGE OF MISHICOT  
FOR  
WASTEWATER TREATMENT SERVICES

THIS AGREEMENT, made this 5<sup>th</sup> day of June, 2007 by and between the City of Two Rivers, a municipal corporation (the "City") and the Village of Mishicot, (the "Village").

WHEREAS, the City owns and operates a wastewater treatment plant, located within the City of Two Rivers, for the treatment of wastewater; and

WHEREAS, the City plans on expanding and improving the wastewater treatment plant to treat the wastewater from the Village and serve future community needs for both City and Village; and

WHEREAS, the Village desires to be able to contribute wastewater to that plant; and

WHEREAS, the City shall provide treatment of the wastewater from the Village Sewer Service Area approved by Bay Lake Regional Planning Commission and the WDNR and any expansions thereto at the City's facilities; and

WHEREAS, the City and the Village pursuant to authority granted by Wisconsin Statutes, '66.0301(2), wish to enter into an intergovernmental agreement for wastewater treatment services, which shall provide for a detailed method of payment to the City by the Village for wastewater of the Village accepted and treated by the City; and

WHEREAS, the City and the Village have, by resolution of their respective governing bodies, been authorized to negotiate with each other, a contract for the conveyance, treatment, and disposal of wastewater from the Village.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

1.01 BLRPC shall mean Bay-Lake Regional Planning Commission.

1.02 EPA shall mean the United States Environmental Protection Agency or any successor federal agency thereto.

1.03 FIXED CHARGES shall mean charges allocated for debt service costs, annual capital improvements costs, replacement fund deposits, and administrative and monitoring costs associated with measurement of flows and loadings.

1.04 FLOW PROPORTIONAL SAMPLE shall mean a sample taken that is proportional to the volume of flow during a 24-hour sampling period. The sampling period and schedule for the City and Village shall be the same.

1.05 OPERATION AND MAINTENANCE COSTS shall mean all ordinary and necessary costs to the City of carrying out and administering its powers, duties and functions and operating and maintaining the wastewater treatment plant (WWTP) and wastewater collection system, and shall include by way of example but not limitation: wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP and collection system during its service life, costs of all utilities, chemicals, equipment parts, lubrication and laboratory supplies, all other ordinary and necessary costs required to support the daily operations of the WWTP and collection system, all plant and sanitary sewer maintenance.

1.06 SEWER SERVICE AREA shall mean the area served by wastewater management facilities. The limits of sewer service areas shall be approved by BLRPC and the WDNR.

1.07 SEWER USE ORDINANCE shall mean the Two Rivers Sewer Use Ordinance that regulates the use of public and private sewers and drains, disposal of holding tank and septic tanks wastes into the wastewater collection system and wastewater treatment plant in the City of Two Rivers; and provides penalties for violation thereof.

1.08 USER CHARGE SYSTEM shall mean the established criteria and methodology for levying user charges on users of the collection system and treatment facilities. The user charges shall be levied for the cost of debt retirement, operation, maintenance, and replacement of such wastewater conveyance, treatment, and disposal facilities.

1.09 WASTEWATER shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial, industrial, and institutions sources together with any groundwater, surface water, and storm water that may be present.

1.10 WASTEWATER COLLECTION SYSTEM shall mean the pipelines, structures, equipment, and processes which are designed to collect and carry wastewater to the wastewater treatment plant.

1.11 WASTEWATER MANAGEMENT FACILITIES shall mean the pipelines, structures, equipment, and processes which are designed to collect, carry and treat domestic wastewater and industrial discharges.

1.12 WASTEWATER TREATMENT PLANT (WWTP) shall mean the wastewater treatment plant, located within the City of Two Rivers, and all equipment related thereto whether affixed to the land or moveable and all wastewater treatment plant improvements to be constructed in the future, to include influent pump station, preliminary treatment facilities, primary treatment facilities, secondary treatment facilities, disinfection facilities, sludge thickening facilities, sludge stabilization facilities, sludge dewatering facilities, and sludge storage facilities.

1.13 WDNR shall mean the Department of Natural Resources of the State of Wisconsin or any successor state agency thereto.

1.14 WPDES PERMIT shall mean the City's permit to discharge pollutants, issued under the Wisconsin Pollutant Discharge Elimination System (WPDES), Chapter NR 210, Wisconsin Administrative Code, pursuant to Chapter 147 of the State of Wisconsin Statutes.

## ARTICLE II

### GENERAL DISCHARGE REQUIREMENTS

2.01 The City shall own, operate, and maintain the wastewater management facilities and shall be responsible for discharging in accordance with the WPDES discharge permit or in accordance with other regulations that may be imposed from time to time. Subject to the Village's compliance with its obligations under the terms of this Agreement, Village wastewater shall be processed through the City's wastewater management facilities.

2.02 The Village agrees to comply with all existing or hereafter applicable provisions of Title II of The Federal Water Pollution Control Act, as amended (PL92500, 33USC 1251 and hereafter the Act) which Act and all amendments thereto are incorporated herein by reference, all existing and future pollution abatement laws, statutes, rules, regulations, ordinances, water quality standards, Wisconsin Pollutant Discharge Elimination System Permit conditions, and lawful orders and decrees of any governmental body, authority or agency having jurisdiction over the parties with respect to the collection, treatment and disposal of wastewater. The Village shall indemnify and hold the City harmless from any and all claims, damages, liabilities, judgments, actions, causes of action, orders, fines, penalties and forfeitures ("claims") of any nature whatsoever arising from the Village's failure to comply with the foregoing, including attorney fees, costs and disbursements incurred by the City in defending itself against such claims.

2.03 The Village agrees to comply with all, federal, state, and local statutes, regulations and ordinances applicable to the City, including all subsequent amendments thereto pertaining to the subject matter of this agreement. The Village further agrees to adopt, upon advance consultation with the City, any new ordinances or revisions of its existing ordinances as may be necessary to implement and enforce the provisions of the Two Rivers Sewer Use Ordinance within its territorial jurisdiction. The Village agrees to comply with Two Rivers Sewer Use Ordinance, present and

future.

2.04 The Village agrees to revise their sewer use ordinance to comply with the requirements of Sec. 5-2-2 (Use of Public Sewers) and Sec. 5-2-3 (Control of Industrial Wastes Directed to Public Sewers) of the City's Sewer Use Ordinance. Village shall revise and enact Sewer Use Ordinance no later than 60 days prior to discharge to the City wastewater management facilities. The Village agrees to adopt any revisions to Sec. 5-2-2 and Sec. 5-2-3 of the City's Sewer Use Ordinance within 60 days of enactment of such revisions by the City.

### ARTICLE III

#### ALLOCATION OF DEBT SERVICE COSTS, ANNUAL CAPITAL IMPROVEMENTS COSTS, AND REPLACEMENT FUND DEPOSITS FOR THE WASTEWATER TREATMENT PLANT (WWTP) AND CONVEYANCE SYSTEM

3.01 Annual debt service costs, capital costs and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) for the WWTP shall be allocated between the City and the Village in proportion to their relative shares of the design average flow for said WWTP. Said design average annual flow is 3.07 million gallons per day (mgd), based on projected design year 2025 flows and loadings for the City and the Village. City and Village shares of that design average annual flow are 2.81 mgd and 0.260 mgd respectively. Accordingly, the City portion of said design flow is 91.53 percent and the Village portion of said design flow is 8.47 percent.

A user charge system will be developed to allocate debt service costs, annual capital improvements costs and replacement fund deposits. A copy of the user charge system is presented in Exhibit "A".

The allocation of said debt service costs, annual capital improvements costs and replacement fund deposits shall be recalculated following any calendar year in which the annual flow for the Village exceeds 0.260 mgd based on flow data provided to the City by the Village in accordance with ARTICLE V and/or the annual flow for the City exceeds 2.81 mgd.

The City has existing annual WWTP debt service payments of \$94,952, annual capital improvements costs, and an annual replacement fund deposit requirement of \$106,000. Each of these annual costs shall be allocated between the City and the Village based on their respective percentages cited above.

Additional annual debt service costs, annual capital improvements costs, and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) required as the result of expansion and improvement of the City's WWTP described herein shall be allocated between the City and the Village in the same manner as described in the paragraphs above. Such allocation shall also be subject to recalculation in the same manner as described in the paragraphs above.

The Village's total share of existing and additional debt service costs, existing and additional capital improvements costs, and existing and additional replacement fund deposits shall be recovered from the Village on a semi-annual basis through a fixed charge. Said fixed charge shall include the Village's share of debt service costs for the preceding six months, capital improvement costs for the preceding six months, and required replacement fund deposits for the upcoming six months. The City shall provide the Village a detailed listing of capital improvements with the billing statement.

The City's obligation under this agreement shall be contingent upon the City being awarded a Wisconsin Clean Water Fund (CWF) loan for the project in an amount sufficient for all project costs for the improvements to the City's wastewater treatment facility (currently estimated at \$4.04 million), and further subject to the City's entry into a 20-year Financial Assistance Agreement which will be developed between the City and the State for capital costs. Capital costs shall include all engineering for planning, design, bidding, supervision, inspection, and surveys; soil exploration and testing work; interim financing costs; construction costs; equipment purchases, land purchases, legal fees and any other work or services required for the construction of the facilities.

The capital costs for the wastewater collection system, not used by the Village, will be solely recovered from the City of Two Rivers. The capital costs for improvements of the wastewater collection system used by the Village downstream of the Parkway Boulevard Sewage Lift Station, excluding the Parkway Boulevard Sewage Lift Station, will be distributed in proportion to the Village and City's respective share of the design flow of the force main and sewer segments. The annual operation and maintenance costs for the wastewater collection system used by the Village will be distributed in proportion to the Village and City's respective share of the actual flow through the force main and sewer segments.

The City shall plan, design, construct, and maintain improvements to the Parkway Boulevard Sewage Lift Station to handle the wastewater flows discharged by the Village. The City's obligation under this agreement shall be contingent upon the City being awarded a Wisconsin CWF loan for the project in an amount sufficient for all project costs for the improvements to the City's Parkway Boulevard lift station (currently estimated at \$125,000), and further contingent on the City's entry into a 20-year Financial Assistance Agreement which will be developed between the City and the State for capital costs. The Village shall pay 100% of the capital costs for such lift station improvements not to exceed \$125,000. Any additional costs beyond \$125,000 for such lift station improvements will be borne by the City. The annual debt retirement cost for the lift station improvements shall be distributed to the Village in proportion to the share of CWF loan received for the sewage lift station. The City is required by the WDNR to have a replacement fund for equipment at the Parkway Boulevard Sewage Lift Station. The annual replacement fund will be distributed to the Village and City in proportion to their respective design flows to the sewage lift station. The fixed charge shall be recovered from the Village on a semi-annual basis through a fixed charge. Future capital costs after the initial upgrade shall be distributed to the Village and City in proportion to their respective design flows to the sewage lift station. The annual operation and maintenance costs for the Parkway Boulevard Sewage Lift Station will be distributed in proportion to the Village and City's respective share of the actual flows pumped.

The Village shall plan, design, and construct gravity sanitary sewer improvements on Parkway Boulevard from the Parkway Boulevard Sewage Lift Station to Mishicot Road, on Mishicot Road from Parkway Boulevard to approximately 800 feet north of County Trunk Highway (CTH) 'VV', and on State Trunk Highway (STH) '147' from approximately 800 feet north of CTH 'VV' to Crystal Springs Road. The Village of Mishicot will have ownership of the gravity sanitary sewer improvements described above for the period of the Clean Water Fund (CWF) loan, after which, the ownership of the improvements will be given to the City. The City will maintain the gravity sanitary sewer while it is under the Village ownership. The allocated capacity of the gravity sanitary sewer to the Village will be 0.91 million gallons per day (mgd). The Village will own and be responsible for all operation and maintenance costs for the Village owned force main located upstream of Crystal Springs Road.

A user charge system has been developed to allocate debt service costs for the gravity sanitary sewer based on the Village and City share of project capital costs. The user charge system is presented in Exhibit "A". The City's share of capital cost debt service charge shall be recovered from the City on a semi-annual basis through a fixed charge.

The Village shall plan, design, construct, and maintain Sewage Lift Station No. 1 in the Village and force main to deliver the wastewater to gravity sanitary sewer at the intersection of STH '147' and Crystal Springs Road, and metering and sampling equipment at the Village Sewage Lift Station support building to measure and sample the wastewater pumped to the City. The Sewage Lift Station support building shall include odor control facilities to prevent odor problems in the City's wastewater collection system. All construction, maintenance, operation, and project costs for these improvements shall be paid by the Village.

Any Village owned gravity sanitary sewer within the City's corporate limits shall be constructed in accordance with the City's standards and be subject to approval by the City. All emergency repairs to the Village's gravity sanitary sewer within the City's corporate limits and along STH '147' from the City's corporate limits to Crystal Springs Road shall be performed by the City within 24 hours of the needed emergency repairs. The cost for repairs will be distributed in proportion to the Village and City's respective share of the design flow of the sewer segments.

3.02 The City shall bill the Village for fixed charges by the 1<sup>st</sup> day of March and the 1<sup>st</sup> day September, and the Village shall pay the City no later than the 15th day of April and the 15th day of October. Any payment not made when due shall be subject to a three percent (3%) penalty for each month or part thereof that such payment remains delinquent.

The Village shall bill the City for fixed charges by the 1<sup>st</sup> day of March and the 1<sup>st</sup> day September, and the City shall pay the Village no later than the 15th day of April and the 15th day of October. Any payment not made when due shall be subject to a three percent (3%) penalty for each month or part thereof that such payment remains delinquent.

## ARTICLE IV

### ALLOCATION OF OPERATION AND MAINTENANCE COSTS

4.01 The Village will operate and maintain the metering and sampling station constructed by the Village. A volume charge shall be paid by the Village for the City operation and maintenance costs based on the actual flows measured at the monitoring station in accordance with a user charge system. The volume charge is based on the assumption that the Village will discharge "domestic strength wastewater". If routine sampling shows that the Village is discharging high strength waste (greater than 350 milligrams per liter (mg/l) average monthly concentration for biochemical oxygen demand (BOD<sub>5</sub>) and suspended solids), the City reserves the right to revise the user charge system to include both volume and loading unit charges to Village and City. Operation and maintenance costs shall include wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP and collection system during its service life, all utilities, chemicals, equipment parts, lubrication and laboratory supplies, all other ordinary and necessary costs required to support the daily operations of

the WWTP and collection system, all plant and sanitary sewer maintenance.

A user charge system will be developed to allocate operation and maintenance costs based on flow. A copy of the user charge system is presented in Exhibit "A". Updates to the user charge system shall be in accordance with the methodologies of the user charge system. Allocation to the City's general fund will not be included in the Village volume unit charge. The operation and maintenance costs for the City Wastewater Collection System, not used by the Village, will not be included in the volume unit charge. The volume unit charge will include operation and maintenance costs for the Parkway Boulevard Sewage Lift Station, force main, and interceptor sewer downstream of the discharge. The costs for the wastewater collection system, not used by the Village, will be solely recovered from the City of Two Rivers. The volume charge shall be determined by dividing the operation and maintenance costs by the total volume received at the WWTP.

The construction, maintenance, and operation costs for the Village wastewater collection system, lift stations, force mains, and sewage lift station support building and equipment will be paid by the Village.

The operation and maintenance costs will be paid by the Village on a monthly basis based on the wastewater flows metered at the Village monitoring station. Payment for the first two years from the date the Village starts discharging to the City shall be \$1.443 per 1,000 gallons. The volume charge will be variable for the balance of the term of the agreement. The volume charges developed in the User Charge System will be reviewed and revised not less than every two years. The City shall provide notice to the Village of such changes to volume charges and shall provide a mark-up of Exhibit "A" showing the breakdown of operation and maintenance costs and calculations of the volume charge, a minimum of two months prior to implementation.

4.02 The Village shall pay the City no later than the 20th day of each month following the month billed for the volume charge. Any monthly payment not made when due shall be subject to a three percent (3%) penalty for each month or part thereof that such payment remains delinquent.

## ARTICLE V

### METHOD OF MEASURING FLOWS AND LOADINGS

5.01 The Village shall plan, design, and construct a metering and sampling station at the Village Sewage Lift Station support building. The Village will operate and maintain the station. The plans and specifications for the metering and sampling station shall be subject to the City review and approval.

5.02 The metering and sampling station shall be capable of providing continuous flow metering and flow proportional sampling.

5.03 Flow proportional composite samples will be collected and analyzed by the City at the City's discretion. The City's annual costs for administration and monitoring will be \$1,000 which shall be paid by the Village as a fixed charge on October 15th of each year.

5.04 The Village will maintain flow data records. The Village shall provide monthly flow data to the City by the 5th day of the following month.

5.05 The Village shall have the flow meter calibrated annually. The cost for all operation costs and calibration work shall be paid by the Village. The Village shall provide the City a copy of meter calibration report.

5.06 The metering and sampling station can be inspected by the City during normal operating hours (7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. Monday through Friday).

## ARTICLE VI

### FUTURE INCREASES IN ALLOTTED CAPACITY

6.01 The capital costs and replacement costs will be allocated to the Village in accordance with ARTICLE III. The allocation will be according to the average annual design flows of 0.26 mgd for the Village and 3.07 mgd for the WWTP (including City and Village). The design flows are based on the best available estimate of required capacity.

6.02 It is understood that the City and/or the Village may require additional capacity to meet their respective needs.

6.03 If discharges from the City or the Village reach their design flows or loadings, allocated treatment plant capacity can be transferred between parties if capacity is available and upon mutual consent between the City and the Village. The cost of the treatment plant capacity shall be reallocated to and paid by the party requiring additional capacity. The cost for the additional capacity shall equal the total debt retirement for the treatment plant, including interest, times the percent capacity purchased.

6.04 If the treatment plant needs to be expanded to meet the needs of the City and/or the Village, the cost of the treatment plant improvements shall be allocated between parties, based on their respective needs for such additional capacity.

## ARTICLE VII

### USER CHARGE DISPUTES

7.01 If the Village disagrees with any charge levied by the City, the Village shall first make its disputed payment as scheduled, under protest. The Village shall within thirty (30) days of such payment file a detailed written objection with the City setting forth the reasons for such dispute and the Village's proposed resolution thereof. The City shall have thirty (30) days from its receipt of such written objection in which to either approve the objection or to arrange a meeting of the parties, which meeting shall be held not more than forty-five (45) days after the receipt of the objection by the City unless such time is extended by agreement of the parties. At such meeting each party shall be allowed no more than three (3) representatives, including legal counsel. If a meeting is not so scheduled, or if it becomes apparent after said meeting that agreement cannot be reached, either party may appeal as provided by " 66.0821 (5), Wisconsin Statutes. Any refund to the Village as a result of the appeal contemplated herein shall bear interest from the date of payment to the date of refund at the rate of the existing prime rate at the time of the dispute.

## ARTICLE VIII



## EXAMINATION OF BOOKS AND RECORDS

8.01 The City shall maintain records of cost allocations, charges, payments, and metering and sampling which affect determinations pursuant to the provisions of this agreement. The City shall afford free access to the Village such accurate books and records relating to the conveyance and treatment of wastewater as may be pertinent to this Agreement. The Village shall have the right to request that the City's annual audit include such detailed items as may be pertinent and necessary to a full understanding of the times which enter into the City's billings to the Village.

8.02 The City shall afford free access to the Village such reports, plans and specifications, and records relating to capital improvements of the collection system and WWTP greater than \$100,000 in value that affect debt retirement, replacement fund, or operation and maintenance costs allocated to the Village. The City shall provide notice to the Village of such improvements, a minimum of two months prior to bidding, to permit the Village time to comment and request clarification of planned work.

## ARTICLE IX

### CITY AND VILLAGE MEETINGS REGARDING WASTEWATER MANAGEMENT

9.01 The City shall notify the Village 72 hours prior to any open public meetings of the City Council or any of its committees in which wastewater management issues will be discussed. Similarly, the Village shall notify the City 72 hours prior to any open public meetings of the Village Board or any of its committees in which wastewater management issues will be discussed. The notice shall include a written agenda of the meeting and may be delivered by facsimile transmission. The Village and City may have one or more authorized representatives attend such open public meetings.

## ARTICLE X

### DISPUTE RESOLUTION

10.01 (a) Except as otherwise expressly agreed herein, if any claim, controversy or dispute arising out of or relating to this Agreement occurs, the Parties agree that they shall first attempt in good faith to resolve the matter informally, and promptly, through negotiation. If a dispute should arise, any party may initiate good faith negotiation by delivering a written request to the other party to meet with ten (10) days at a mutually agreed upon time and place. Each party may designate up to three (3) representatives to participate in good faith negotiations. If the parties are not able to resolve the dispute within thirty (30) days after the written request to meet is made, either party may proceed to require mediation of the dispute as set forth in this section.

(b) If informal negotiation as provided in (a) does not resolve the dispute, the parties must conduct mediation before commencing litigation. Mediation may be commenced by either party upon written notice to the other, and shall proceed as follows:

(1) Each party shall designate up to three (3) representatives with appropriate authority to be its representatives in the mediation of the dispute.

(2) If the parties cannot mutually agree upon a qualified, impartial mediator within five (5) days of such written notice, a qualified, impartial mediator will be appointed by the Chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin.

(3) The mediation session shall take place within thirty (30) days of the appointment of the mediator, at a location within Manitowoc County.

(4) Each party shall provide the mediator with a brief memorandum setting forth its position with regard to the issues of the dispute at least ten (10) days prior to the scheduled mediation sessions. The parties shall produce all information reasonably required for the mediator to understand the issues presented. The mediator may require the parties to supplement such information, but the parties shall not be required to produce communications to or from their attorneys.

(5) The mediator shall not have authority to impose a resolution upon the parties, but will attempt to assist the parties in resolving their dispute. The mediation sessions shall be held in private, unless prohibited by applicable law. In addition to the parties' designated representatives, their attorneys may be present and participate in the mediation sessions. The expenses of the mediator will be borne equally by the parties.

(6) The parties may not introduce as evidence in any judicial proceeding any views expressed or suggestions made by the other party with respect to the possible settlement of the dispute; and proposals made or expressed by the mediator; or the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator or otherwise during the mediation. The parties agree that Wisconsin Statutes Sections 904.08 and 904.085 will apply with respect to any mediation between the parties.

(7) A settlement agreement made during the course of mediation shall be deemed a contract, enforceable by either party.

(8) If a dispute is not resolved through mediation, either party wishing to pursue additional legal action shall bring such action in the Circuit Court for Manitowoc County, Wisconsin.

## ARTICLE XI

### TERM OF AGREEMENT

11.01 The term of this Agreement is indefinite. No breach or violation of any of the terms of this Agreement by any Party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the Parties that the provisions of this Agreement shall be subject to specific performance, that injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach. Termination of this Agreement shall be only upon mutual agreement of the City, Village, and the WDNR.

## ARTICLE XII

### AMENDMENT

12.01 This Agreement may be amended by mutual agreement approved by the governing bodies of the Parties to this Agreement and signed by appropriate and duly authorized officers of the parties hereto.

## ARTICLE XIII

### SEVERABILITY

13.01 If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be

inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Article in this Agreement contained, shall not affect the remaining portions of this Agreement, or any part thereof.

#### ARTICLE XIV

#### AUTHORITY

14.01 This Agreement, and all of the terms and conditions hereto, shall bind the parties and their respective successors, transferees, and assigns, as set forth above. This Agreement is made in Wisconsin and shall be governed, interpreted, construed, and enforced according to the laws of the State of Wisconsin.

#### ARTICLE XV

#### EFFECTIVE DATE

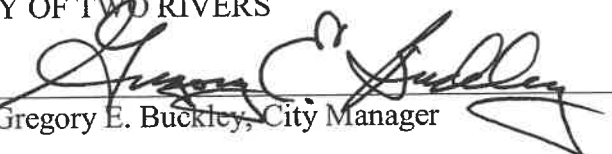
15.01 This Agreement shall be effective on the date this agreement is fully executed by both parties.

IN WITNESS WHEREOF, the City and Village hereby certify that this Agreement has been duly approved by its respective governing body on the date stated below in accordance with State and local laws, rules and regulations, and that such City and Village has caused its duly authorized officers to execute this Agreement on the dates written below.

Executed this 5<sup>th</sup> day of June, 2007.

CITY OF TWO RIVERS

By:

  
Gregory E. Buckley, City Manager

Attest:

  
Richard A. Schultz, City Clerk

Executed this 5<sup>th</sup> day of June, 2007.

VILLAGE OF MISHICOT

By:

  
Bernard J. Samz, Village President

Attest:

  
James F. Bydalek, Village Clerk-Treasurer

## EXHIBIT "A"

## USER CHARGE SYSTEM

This user charge system describes the methods and procedures for distribution of debt retirement, capital improvements costs, replacement fund costs, and operation and maintenance costs to the Village of Mishicot.

ALLOCATION OF DEBT RETIREMENT, ANNUAL CAPITAL IMPROVEMENTS COSTS, AND REPLACEMENT FUND DEPOSITS

Annual debt service costs, capital improvements costs and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) for the WWTP shall be allocated to the Village in proportion to its relative share of the design average flow for the WWTP. The design average annual flow is 3.07 million gallons per day (mgd), based on projected design year 2025 flows and loadings for the City and the Village. The Village share of the design average annual flow is 0.260 mgd. The Village portion of the design flow is 8.47 percent.

The allocation of the debt service costs, annual capital improvements costs and replacement fund deposits shall be recalculated following any calendar year in which the annual flow for the Village exceeds 0.260 mgd based on flow data provided to the City by the Village.

The City has existing annual WWTP debt service payments of \$94,952, annual capital improvements costs, and an annual replacement fund deposit requirement of \$106,000. Each of these annual costs shall be allocated to the Village based on its respective percentage.

Additional annual debt service costs, annual capital improvements costs, and replacement fund deposits (as required by the WDNR or agreed upon by the City and Village) required as the result of expansion and improvement of the City's WWTP shall be allocated to the Village in the same manner as described in the paragraphs above. Such allocation shall also be subject to recalculation in the same manner as described in the paragraphs above.

The Village's total cost shall be 8.47 percent of existing and additional debt service costs, existing and additional capital improvements costs, and existing and additional replacement fund deposits. The cost shall be recovered from the Village on a semi-annual basis through a fixed charge. Said fixed charge shall include the Village's share of debt service costs for the preceding six months, capital improvement costs for the preceding six months, and required replacement fund deposits for the upcoming six months.

The capital costs for improvements of the wastewater collection system used by the Village downstream of the Parkway Boulevard Sewage Lift Station, excluding the Parkway Boulevard Sewage Lift Station, will be distributed in proportion to the Village's share of the design flow of the force main and sewer segments.

The Village shall pay 100% of the capital costs improvements to the Parkway Boulevard Sewage Lift Station not to exceed \$125,000. The annual debt retirement cost for the lift station improvements

shall be distributed to the Village in proportion to the share of Clean Water Fund (CWF) loan received for the sewage lift station. The City is required by the WDNR to have a replacement fund for equipment at the Parkway Boulevard Sewage Lift Station. The annual replacement fund will be distributed to the Village in proportion to the Village's share of the design flow of the sewage lift station. The fixed charge shall be recovered from the Village on a semi-annual basis through a fixed charge.

Gravity sanitary sewer will be constructed by the Village on Parkway Boulevard from the Parkway Boulevard Sewage Lift Station to Mishicot Road, on Mishicot Road from Parkway Boulevard to approximately 800 feet north of County Trunk Highway (CTH) 'VV', and on State Trunk Highway (STH) '147' from approximately 800 feet north of CTH 'VV' to Crystal Springs Road. The project cost, including construction, engineering, and contingencies, will be financed with a CWF loan obtained by the Village. The parallel cost estimate prepared for the project indicates that 100 percent of the Village share of the project cost is eligible for subsidized interest rate and 91.73 percent of the City share of the project cost is eligible for subsidized interest rate. The annual debt service costs to the Village and City will be finalized after construction is completed and will be determined using these parallel cost ratios.

The additional engineering costs to be paid by the City of Two Rivers for planning, design, bidding, and project coordination to implement the gravity sanitary sewer project is \$50,700. A summary of the costs is presented in Table 1.

Table 1 Summary of Engineering Services Costs to the City to Implement Gravity Sanitary Sewer Project

Item	Cost, Dollars
Project Coordination	21,500
Wastewater Management Facilities Plan	3,800
Parallel Cost Estimate Preparation	1,800
Design Services	18,000
Bidding Services	5,600
TOTAL PROJECT COST SHARE	50,700

The maximum construction cost to the Village for the gravity sanitary sewer will be \$816,655. Engineering services for construction inspection services will be performed on a time and expense basis. Engineering services for construction administration services will be performed on a lump sum basis. The costs for tree replanting and soil and material testing are estimates. The City shall pay 100% of their share of the cost presented in Table 2 (adjusted for final costs). Any overrun in construction costs, construction inspection services, or soil and material testing costs shown in Table 2 shall be paid by the City of Two Rivers, unless any cost overrun is mutually agreed upon by the City of Two Rivers and Village of Mishicot to be shared.

If the costs for construction inspection services and soil and material testing are less than the amounts shown in Table 2, the cost will be distributed in proportion to the listed costs. The fixed charge shall be recovered from the City on a semi-annual basis through a fixed charge.

Table 2 Summary of Gravity Sanitary Sewer Project Cost Distribution to City and Village

Item	Cost, Dollars	
	Village of Mishicot	City of Two Rivers
Construction	816,655	199,244(a)
Tree Planting Allowance	No Cost	7,000
Construction Administrative Services	18,400	15,700
Construction Inspection Services	42,740	41,940
Soil and Material Testing	6,000	15,300
<b>TOTAL PROJECT COST SHARE</b>	<b>883,795</b>	<b>279,184</b>

(a) Construction is being performed on a unit price basis. Final costs will be based on final quantities and bid unit prices

### ALLOCATION OF OPERATION AND MAINTENANCE COSTS

A volume charge shall be paid by the Village for the City's operation and maintenance (O & M) costs based on the actual flows measured at the Village's monitoring station in accordance with this section of the User Charge System. O & M costs shall include wages and administrative expenses, legal, accounting, engineering and consultants' fees and expenses, payments to retirement, health and hospitalization funds, fringe benefits, insurance premiums, expenditures for obtaining and installing equipment, accessories, or appurtenances which are necessary to maintain the capacity and performance of the WWTP and collection system during its service life, all utilities, chemicals, equipment parts, lubrication and laboratory supplies, all other ordinary and necessary costs required to support the daily operations of the WWTP and collection system, and all plant and sanitary sewer maintenance.

A summary of the O & M costs distributed to the Village of Mishicot is presented in Table 3. These costs will be updated not less than every two years to establish the O & M user charge to the Village. O & M costs will be allocated based on flow.

Allocation to the City's general fund will not be included in the Village volume unit charge. The O & M costs for the City Wastewater Collection System, not used by the Village, will not be included in the volume unit charge. The volume unit charge will include O & M costs for the WWTP, Parkway Boulevard Sewage Lift Station, force main, and interceptor sewer downstream of the discharge including the gravity sewer improvements described in this exhibit.

The total length of pipelines in the City of Two Rivers collection system after the Village improvements are completed is estimated to be 345,596 lineal feet. The length of collection pipeline used by the Village is estimated to be 25,515 lineal feet. This length is 7.38 percent of the total length of pipeline in the system. This Village share of collection system use will be updated every two years. The collection system O & M costs are based on the Village using an average of 40 percent of the capacity of the gravity sewer improvements, Parkway Boulevard Sewage Lift Station, Parkway Boulevard Sewage Lift Station force main, and the interceptor sewer from the force main discharge to the WWTP. The Village share is 40 percent of the 7.38 percent of the collection system O & M costs for this portion of the collection system. The Village share of the cost for outside services employed is based on the Village portion of average daily flow (8.95%). The costs for the wastewater collection system, not used by the Village, will be solely recovered from the City

of Two Rivers.

The volume charge shall be determined by dividing the O & M costs by the total volume received at the WWTP. The calculation of the volume charge for the Village is presented below:

$$\begin{aligned}\text{Average Annual Flow to WWTP (2003)} &= 1.7953 \text{ mgd (Two Rivers)} \\ &+ 0.1765 \text{ mgd (Mishicot)} \\ &= 1.9718 \text{ mgd}\end{aligned}$$

91.05% City of Two Rivers  
8.95% Village of Mishicot

Annual O & M Costs Distributed to Village:

$$\begin{aligned}\text{Wastewater Treatment } \$950,537 \times 0.0895 &= \$85,073 \\ \text{Collection System } (0.0738 \times \$65,405) \times 0.4000 &= \$1,931 \\ \text{Sewage Lift Station and Force Main } \$2,800 \times 0.40 &= \$1,120\end{aligned}$$

Table 3 Summary of O & M Costs

Item	Annual Cost, Dollars
Operation Plant	
Wages Permanent (Labor for sewage lift station deleted \$3,968)	196,898
Utilities (Power and SCADA telephone service for sewage lift station deleted \$15,808)	103,157
Maintenance	15,450
Other Services	51,500
Postage	515
Membership and Dues	515
Other Supplies	22,454
Subtotal	390,489
Other Operating Supplies	
Utilities	97,850
Other Services	515
Other Supplies	8,240
Subtotal	106,605
Transportation Expense	
Maintenance	1,030
Other Services	16,480
Other Supplies	3,605
Subtotal	21,115
Maintenance - Treatment and Disposal Plant Equipment	
Wages - Permanent	42,683
Other Services	5,150
Other Supplies	15,450
Subtotal	63,283
Maintenance - General Plant Structures and Equipment	
Other Services	3,605
Other Supplies	5,150
Subtotal	8,755
Employee Pensions and Benefits	
Wages - Permanent	60,305
Wisconsin Retirement	35,551
FICA	23,245
Health Insurance	81,487



Subtotal (Pensions and benefits deleted for sewage lift station \$3,968)	196,620
Miscellaneous General Expenses	
Other Services	206
Printing	309
Training	1,545
Membership & Dues	515
Travel	1,030
Other Supplies	515
Subtotal	4,120
Sludge Conditioning Chemicals	112,270
Property Insurance (Insurance for sewage lift station deleted \$924)	24,826
Regulatory Commission Expenses	22,454
<b>TOTAL COST FOR WASTEWATER TREATMENT</b>	<b>950,537</b>

Where 0.0738 is the portion of the O & M costs for sewer used by Village  
0.4000 is the portion of the Village share of sewage lift station, force main,  
and sewer capacity

Outside Services Employed \$54,075 x 0.0895 = \$ 4,840

**TOTAL ANNUAL COST TO VILLAGE** **\$92,964**

Annual Flow for Village (2003) = 64.4225 mgd

Volume Charge to Village = \$92,964 ÷ 64.4225 mgd

= \$1.443/1,000 gallons

The O & M costs will be paid by the Village on a monthly basis based on the wastewater flows metered at the Village monitoring station. Payment for the first two years from the date the Village starts discharging to the City will be \$1.443 per 1,000 gallons. The volume charge will be variable for the balance of the term of the agreement. The volume charge will be reviewed and revised not less than every two years.

The annual cost to the Village for administration and monitoring will be \$1,000, which will be paid by the Village to the City as a fixed charge on October 15th of each year.

## **Appendix C**

### **Village of Mishicot – Debt Service Schedule**

YEAR	Net Payment 2008 Parkway Blvd SLS + SS	2014 310 Int. SS Improvements	2018 Two Rivers WWTP Improvements 4107-40	2018 Two Rivers WWTP Improvements 4107-44	Capital Improvement Costs	TOTAL		BALANCE
								\$ 678,656.27
2020	\$ 19,575.57	\$ 15,570.00	\$ 20,326.57		\$ 583.50	\$ 56,055.64		\$ 622,600.63
2021	\$ 17,404.39	\$ 15,570.00	\$ 20,326.57		\$ 583.50	\$ 53,884.46		\$ 568,716.17
2022						\$ (90,901.86)	*	\$ 659,618.03
2022	\$ 17,396.55	\$ 15,570.00	\$ 19,225.45	\$ 6,139.54	\$ 583.50	\$ 58,915.04		\$ 600,702.99
2023	\$ 17,388.52	\$ 15,570.00	\$ 19,222.97	\$ 6,138.92	\$ 583.50	\$ 58,903.91		\$ 541,799.08
2024	\$ 17,380.30	\$ 8,650.00	\$ 19,220.46	\$ 6,138.27	\$ 583.50	\$ 51,972.53		\$ 489,826.55
2025	\$ 17,371.89	\$ 8,650.00	\$ 19,217.90	\$ 6,137.63	\$ 583.50	\$ 51,960.92		\$ 437,865.63
2026	\$ 17,363.27	\$ 8,650.00	\$ 19,215.28	\$ 6,136.97	\$ 583.50	\$ 51,949.02		\$ 385,916.61
2027	\$ 17,354.45	\$ 8,650.00	\$ 19,212.62	\$ 6,136.31	\$ 583.50	\$ 51,936.88		\$ 333,979.73
2028		\$ 8,650.00	\$ 19,209.92	\$ 6,135.63	\$ 583.50	\$ 34,579.05		\$ 299,400.68
2029		\$ 8,650.00	\$ 19,207.16	\$ 6,134.94	\$ 583.50	\$ 34,575.60		\$ 264,825.08
2030		\$ 8,650.00	\$ 19,204.34	\$ 6,134.23	\$ 583.50	\$ 34,572.07		\$ 230,253.01
2031		\$ 8,650.00	\$ 19,201.48	\$ 6,133.52	\$ 583.50	\$ 34,568.50		\$ 195,684.51
2032		\$ 8,650.00	\$ 19,198.56	\$ 6,132.79	\$ 583.50	\$ 34,564.85		\$ 161,119.66
2033			\$ 19,195.59	\$ 6,132.05	\$ 583.50	\$ 25,911.14		\$ 135,208.52
2034			\$ 19,192.57	\$ 6,131.31	\$ 583.50	\$ 25,907.38		\$ 109,301.14
2035			\$ 19,189.48	\$ 6,130.54	\$ 583.50	\$ 25,903.52		\$ 83,397.62
2036			\$ 19,186.33	\$ 6,129.77	\$ 583.50	\$ 25,899.60		\$ 57,498.02
2037			\$ 18,183.13	\$ 6,128.98	\$ 583.50	\$ 24,895.61		\$ 32,602.41
2038			\$ 19,179.87	\$ 6,128.18	\$ 583.50	\$ 25,891.55		\$ 6,710.86
2039				\$ 6,127.36	\$ 583.50	\$ 6,710.86		\$ (0.00)
	\$ 141,234.94	\$ 140,130.00	\$ 366,116.25	\$ 110,406.94	\$ 11,670.00	\$ 769,558.13		

\* adjustment to add debt based on email from Taryn Nall and Mishicot

# **Appendix D**

## **Annual O&M Costs**

City of Two Rivers

Sch 4 - O&M Costs

	2023	2024	Startup Budget	Allocation Percentages						Allocation of Costs					
	Actual	Actual		Dem.	Vol.	BOD	SS	P	CC	Dem.	Vol.	BOD	SS	P	CC
Operation															
Operation Plant and Lift Stations	\$528,207	\$549,143		0%	25%	40%	25%	10%	0%	\$ -	\$ 137,286	\$ 219,657	\$ 137,286	\$ 54,914	\$ -
Chlorine	\$3,701	\$0		0%	50%	25%	25%	0%	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phosphorus Removal Chemicals	\$86,810	\$80,869		0%	0%	0%	0%	100%	0%	\$ -	\$ -	\$ -	\$ -	\$ 80,869	\$ -
Sludge Conditioning Chemicals	\$11,682	\$35,037		0%	50%	25%	25%	0%	0%	\$ -	\$ 17,519	\$ 8,759	\$ 8,759	\$ -	\$ -
Other Operating Supplies	\$27,618	\$18,901		0%	25%	40%	25%	10%	0%	\$ -	\$ 4,725	\$ 7,560	\$ 4,725	\$ 1,890	\$ -
Transportation Expense	\$21,818	\$32,162		0%	25%	40%	25%	10%	0%	\$ -	\$ 8,041	\$ 12,865	\$ 8,041	\$ 3,216	\$ -
Maintenance															
Maintenance of Collection System	\$149,148	\$137,585		10%	15%	40%	25%	10%	0%	\$ 13,759	\$ 20,638	\$ 55,034	\$ 34,396	\$ 13,759	\$ -
Maintenance of Collection System Pumps	\$11,096	\$6,132		10%	15%	40%	25%	10%	0%	\$ 613	\$ 920	\$ 2,453	\$ 1,533	\$ 613	\$ -
Maintenance of WWTF Equipment	\$112,711	\$105,408		10%	15%	40%	25%	10%	0%	\$ 10,541	\$ 15,811	\$ 42,163	\$ 26,352	\$ 10,541	\$ -
Maintenance of WWTF Structures	\$11,175	\$23,183		10%	15%	40%	25%	10%	0%	\$ 2,318	\$ 3,477	\$ 9,273	\$ 5,796	\$ 2,318	\$ -
Administrative and General															
Billing Collecting & accounting	\$76,842	\$86,548		50%	0%	0%	0%	0%	50%	\$ 43,274	\$ -	\$ -	\$ -	\$ -	\$ 43,274
Meter Reading	\$20,169	\$20,891		50%	0%	0%	0%	0%	50%	\$ 10,446	\$ -	\$ -	\$ -	\$ -	\$ 10,446
Uncollectable accounts	\$41	\$552		50%	0%	0%	0%	0%	50%	\$ 276	\$ -	\$ -	\$ -	\$ -	\$ 276
Administrative & General Salaries	\$181,268	\$194,520		50%	0%	0%	0%	0%	50%	\$ 97,260	\$ -	\$ -	\$ -	\$ -	\$ 97,260
Office Supplies and expenses	\$704	\$608		50%	0%	0%	0%	0%	50%	\$ 304	\$ -	\$ -	\$ -	\$ -	\$ 304
Ouside services employed	\$65,890	\$77,412		50%	0%	0%	0%	0%	50%	\$ 38,706	\$ -	\$ -	\$ -	\$ -	\$ 38,706
Insurance expense	\$56,683	\$57,017		0%	15%	40%	25%	10%	10%	\$ -	\$ 8,553	\$ 22,807	\$ 14,254	\$ 5,702	\$ 5,702
Employee pension and benefits	\$135,692	\$148,995		0%	15%	40%	25%	10%	10%	\$ -	\$ 8,553	\$ 22,807	\$ 14,254	\$ 5,702	\$ 5,702
Regulatory commission expense	\$13,884	\$14,022		0%	15%	40%	25%	10%	10%	\$ -	\$ 8,553	\$ 22,807	\$ 14,254	\$ 5,702	\$ 5,702
Misc. General Expenses	\$600	\$1,191		0%	15%	40%	25%	10%	10%	\$ -	\$ 8,553	\$ 22,807	\$ 14,254	\$ 5,702	\$ 5,702
Rents	\$108,303	\$99,013		50%	0%	0%	0%	0%	50%	\$ 49,507	\$ -	\$ -	\$ -	\$ -	\$ 49,507
										\$ 267,003	\$ 242,626	\$ 448,992	\$ 283,905	\$ 190,927	\$ 262,579

## **Appendix E**

### **List of Current Meters by Address over 1-1/2"**

Name	Service Address	Acct Billcode
NEW CEMETERY-BLDG -R	3801 MISHICOT RD	W1.50
BELLEVUE PLACE ESTATES LLC	903 RAINBOW CT	W1.50
GOVE ENTERPRISES LLC	1814 19TH ST -1822	W1.50
BELLEVUE PLACE ESTATES LLC	915 RAINBOW CT	W1.50
WALGREENS	2200 WASHINGTON ST	W1.50
WALGREENS	2200 WASHINGTON ST	W1.50
ABUNDANT LIFE CHURCH	1969 ROOSEVELT AVE	W1.50
CITY HALL	1717 E PARK ST	W1.50
CITY TABERNACLE INC	1410 17TH ST A	W1.50
BELLEVUE PLACE ESTATES LLC	904 BELLEVUE PL	W1.50
NORTH OAK HEALTH CARE/WISTERIA HAUS LLC	2741 45TH ST	W1.50
TWO RIVERS DAY CARE CENTER	4404 BELLEVUE PL	W1.50
HARBOR PARK SHELTER - R	1145 HARBOR ST	W1.50
GRACE CONGREGATIONAL CHURCH	2801 GARFIELD ST	W1.50
MCDONALD'S	1414 LAKE ST	W1.50
SUSIE Q FISH COMPANY	1812 EAST ST	W1.50
KURTZ'S	1410 WASHINGTON ST	W1.50
THE SPICES OF 2 RIVERS LLC	1210 WASHINGTON ST	W1.50
GOVE ENTERPRISES LLC	1808 19TH ST	W1.50
VILLAGE INN SUITES	130 LOHMAN RD	W1.50
GOVE ENTERPRISES LLC	1913 SCHOOL ST	W1.50
WALSH FIELD ST RINK-R		W1.50
SUSIE Q FISH COMPANY	1812 EAST ST	W1.50
DOMNITZ FLOWERS LLC	1714 11TH ST	W1.50
MUELLER MANOR	3215 MISHICOT RD	W1.50
BELLEVUE PLACE ESTATES LLC	916 BELLEVUE PL	W1.50
RIVERSIDE FOODS, INC.	2511 WILSON ST	W1.50
CHANDRAAGIRI PETROLEUM, LLC/CAR WASH	816 22ND ST	W1.50
LIGHTHOUSE INN	1515 MEMORIAL DR B	W1.50
VILLAGE INN MOTEL	3310 MEMORIAL DR	W1.50
CLASSIC COATINGS	5024 WOODLAND DR	W1.50
PUBLIC WORKS GARAGE -P	1415 LAKE ST	W2.00
LESTER LIBRARY	1001 ADAMS ST	W2.00
ARISTO MFG CO	1722 MONROE ST	W2.00
IRONWOOD PLASTICS PLANT #2	2720 18TH ST	W2.00
ANKUR DESAI	2702 MEMORIAL DR	W2.00
RANG INC	3009 LINCOLN AVE	W2.00
NESHOTAH - PARK SHELTER -R	2111 PIERCE ST	W2.00
SEAGULL MAR & RV CT	1400 LAKE ST	W2.00
T R FIRE STATION	2122 MONROE ST	W2.00
CEMETERY NO. 2 -R		W2.00

IRONWOOD PLASTICS	2800 18TH ST	W2.00
MANITOWOC APTS LLC	1523 16TH ST	W2.00
VIETNAM VET'S SHELTER-R	1300 35TH ST	W2.00
TWO RIVERS CAR WASH	1611 16TH ST	W2.00
SCHWARTZ NON-WOVEN CORP	1000 SCHOOL ST	W2.00
MEMORIAL DR IRRIGATION - R		W2.00
VILLAGE INN MOTEL-LAKESIDE & LOBBY	3310 MEMORIAL DR	W2.00
TR CLINIC LTD	2219 GARFIELD ST	W2.00
SCENIC RIVER LLC	2510 W RIVER ST	W2.00
ST JOHN'S SCHOOL	3607 45TH ST	W2.00
VINTON-TWO RIVERS, LLC	1322 33RD ST	W2.00
NSH 1 HAMILTON DR LLC	2500 GARFIELD ST	W2.00
ROUNDYS SUPERMARKETS	1010 22ND ST	W2.00
LAKESHORE APARTMENTS LLC	1101 MONROE ST	W2.00
LAKESHORE APARTMENTS LLC	1100 ADAMS ST	W2.00
COMMUNITY HOUSE -R	1520 17TH ST	W2.00
CENTRAL PARK - EAST -R		W2.00
ST PETER THE FISHERMAN	3201 MISHICOT RD	W2.00
HAMILTON WOOD TYPE & PRINTING MUSEUM INC	1816 10TH ST	W2.00
TRW&L-U		W2.00
US POST OFFICE	1516 18TH ST	W2.00
ARISTO MFG CO	1722 MONROE ST	W2.00
TRIPP & ASSOCIATES	2411 34TH ST	W2.00
VIETNAM VET'S SHELTER-IRRIG.-R	1300 35TH ST	W2.00
STARBUCKS	1509 WASHINGTON ST	W2.00
ARISTO MFG CO	1722 MONROE ST	W2.00
CITY OF TR - BATHHOUSE-R		W2.00
OLD CEMETERY (FRONT SECTION)-R		W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR G-H	W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR E-F	W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR C-D	W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR K-L	W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR I-J	W2.00
HOLY FAMILY	800 LAKEFRONT WAY	W2.00
TR HIGH SCHOOL CONCESSION STAN	4519 LINCOLN AVE	W2.00
3404 MEMORIAL LLC	3404 MEMORIAL DR A-B	W2.00
VILLAGE GREEN EAST / BB 00-tworiv-347	2401 POLK ST	W2.00
MJ TWO RIVERS LLC	1800 JEFFERSON ST	W2.00
SCHWARTZ MFG CO	1000 SCHOOL ST	W2.00
BIG LOADS LLC DBA LISA'S LAUNDRY LAND	1720 14TH ST	W2.00
ST PETER THE FISHERMAN	3201 MISHICOT RD	W2.00
US COAST GUARD DUNS #009855503		W2.00



BUJAR LLC	3911 LINCOLN AVE	W2.00
LESTER LIBRARY	1001 ADAMS ST	W2.00
KAHLENBERG INDUSTRIES INC	1700 12TH ST	W2.00
TWO RIVERS HOTEL GROUP LLC , DBA COBBLESTONE HOTEL	1407 16TH ST	W2.00
OLD CEMETERY NO. 1 -R		W2.00
TR CLINIC LTD	2219 GARFIELD ST	W2.00
AIM MANITOWOC LLC	606 PARKWAY BLVD	W2.00
KOENIG SCHOOL - NEW	1114 LOWELL ST	W2.00
NATIONAL GUARD#MAD4065 & 2071	2225 SANDY BAY RD	W2.00
WPS CORP - #100463	800 COLUMBUS ST	W2.00
CENTRAL PARK WEST-SHELTER/IRR/SPLPAD		W2.00
AURORA HEALTH CENTER	5300 MEMORIAL DR	W2.00
2523 34TH ST LLC	2523 34TH ST	W2.00
EGGERS DIVISION LLC	1 EGGERS DR	W3.00
JF MAGEE - SCHOOL	3502 GLENWOOD ST	W3.00
METAL WARE CORPORATION	1710 MONROE ST	W3.00
LB CLARKE - NEW ADDITION	4613 PARKWAY BLVD	W3.00
METAL WARE CORPORATION	1710 MONROE ST	W3.00
VILLAGE GREEN WEST / BB 00-tworiv-348	2602 FOREST AVE	W3.00
RIVERSIDE FOODS, INC.-NEW ADDITION	2511 WILSON ST	W3.00
LIGHTHOUSE INN	1515 MEMORIAL DR B	W3.00
NSH 1 HAMILTON DR LLC	2500 GARFIELD ST	W3.00
PIONEER REST CEMETERY -R	3801 MISHICOT RD	W3.00
AURORA HEALTH CENTER	5300 MEMORIAL DR	W3.00
EGGERS DIVISION LLC	1 EGGERS DR	W3.00
NSH 1 HAMILTON DR LLC	1 HAMILTON DR	W3.00
METAL WARE CORPORATION	1710 MONROE ST	W3.00
METAL WARE CORPORATION	1710 MONROE ST	W3.00
FILTRATION PLANT-S	1101 WASHINGTON ST	W4.00
FORMRITE TUBE COMPANY	408 COLUMBUS ST	W4.00
MISH.RD OFF BELLV PL CEMETERY-R		W4.00
FOREST VIEW CEMETERY -R		W4.00
WASTEWATER TREAT PLT -S		W4.00
TR HIGH SCHOOL	4519 LINCOLN AVE	W4.00
AURORA HEALTH CENTER	5000 MEMORIAL DR	W6.00
AURORA HEALTH CENTER	5000 MEMORIAL DR	W6.00

# **Appendix F**

## **Sewer Utility Cash Flow**

City of Two Rivers		Rate of increase														
Sch 13 - Cash Flow		2.0% O&M Costs														
July-25		0% Collection System Replacement														
BUDGET ITEM	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
EXPENSES																
Expired Debt	\$ 72,513	\$ 78,399														
State Trust Fund Loan	\$ 6,905	\$ 6,905	\$ 6,901	\$ 6,902	\$ 6,901											
2019 Debt Issue (Baird)	\$ 82,700	\$ 82,700	\$ 75,200	\$ 77,700	\$ 75,100		\$ 79,500	\$ 76,500								
2020 Debt Issue (Baird)	\$ 11,342	\$ 11,342	\$ 11,123	\$ 10,893	\$ 10,653	\$ 10,403	\$ 10,138									
CWF 4107-08	\$ 412,716	\$ 412,716	\$ 412,608	\$ 412,497	\$ 412,383											
CWF 4107-18 Lincoln Ave	\$ 49,488	\$ 49,488	\$ 49,482	\$ 49,475	\$ 49,470	\$ 49,463	\$ 49,456	\$ 49,450	\$ 49,443	\$ 49,437	\$ 49,429	\$ 49,422	\$ 49,415	\$ 49,407	\$ 49,400	
CWF 4107-27 - 14th Street	\$ 45,319	\$ 45,319	\$ 45,307	\$ 45,295	\$ 45,283	\$ 45,269	\$ 45,257	\$ 45,243	\$ 45,229	\$ 45,215	\$ 45,200	\$ 45,185				
CWF 4107-40 - WWTF Headworks, 27th	\$ 247,680	\$ 247,680	\$ 247,647	\$ 247,612	\$ 247,579	\$ 247,543	\$ 247,508	\$ 247,472	\$ 247,435	\$ 247,397	\$ 247,359	\$ 247,320	\$ 247,280	\$ 247,240	\$ 247,198	\$ 247,157
CWF 4107-44 - WWTF Digester, 14th	\$ 105,656	\$ 105,656	\$ 105,647	\$ 105,635	\$ 105,624	\$ 105,613	\$ 105,600	\$ 105,589	\$ 105,576	\$ 105,564	\$ 105,551	\$ 105,538	\$ 105,525	\$ 105,511	\$ 105,498	\$ 105,484
CWF 4107-46 - 24th, 25th, Madison, Pine Tree LS	\$ 51,131	\$ 51,131	\$ 51,124	\$ 51,119	\$ 51,114	\$ 51,110	\$ 51,105	\$ 51,101	\$ 51,096	\$ 51,091	\$ 51,086	\$ 51,082	\$ 51,076	\$ 51,071	\$ 51,066	\$ 51,060
CWF 4107-47 - 17th, Laterals, & Dewatering	\$ 71,700	\$ 71,700	\$ 78,561	\$ 78,511	\$ 78,498	\$ 78,485	\$ 78,472	\$ 78,458	\$ 78,444	\$ 78,430	\$ 78,416	\$ 78,401	\$ 78,386	\$ 78,371	\$ 78,355	\$ 78,339
CWF 4107-56 - Lincoln St. & Laterals ('23)	\$ 16,241	\$ 16,241	\$ 17,489	\$ 17,476	\$ 17,474	\$ 17,471	\$ 17,468	\$ 17,465	\$ 17,462	\$ 17,459	\$ 17,456	\$ 17,453	\$ 17,449	\$ 17,446	\$ 17,443	\$ 17,439
CWF 4107-61 - Roosevelt St. & Laterals ('24)	\$ 83,038	\$ 83,038	\$ 10,973	\$ 65,239	\$ 65,228	\$ 65,218	\$ 65,207	\$ 65,196	\$ 65,184	\$ 65,172	\$ 65,161	\$ 65,148	\$ 65,135	\$ 65,123	\$ 65,110	\$ 65,097
2025 Debt Issue (Baird)	\$ -	\$ -	\$ -	\$ 16,870	\$ 14,050	\$ 13,050	\$ 13,050	\$ 12,550	\$ 12,050	\$ 11,550	\$ 11,050	\$ 10,600	\$ 10,200			
CWF 4107-62 - Harbor, Emmet, 16th, Lining, Laterals ('25)	\$ -	\$ -	\$ -	\$ 189,012	\$ 179,089	\$ 179,054	\$ 179,019	\$ 178,982	\$ 178,945	\$ 178,906	\$ 178,867	\$ 178,827	\$ 178,786	\$ 178,743	\$ 178,700	\$ 178,656
CWF 4107-64 - Laterals and Lining ('26)	\$ -	\$ -	\$ -	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538	\$ 164,538
Annual Operation and Maintenance	\$ 1,624,042	\$ 1,689,189	\$ 1,722,973	\$ 1,757,432	\$ 1,792,581	\$ 1,828,432	\$ 1,865,001	\$ 1,902,301	\$ 1,940,347	\$ 1,979,154	\$ 2,018,737	\$ 2,059,112	\$ 2,100,294	\$ 2,142,300	\$ 2,185,146	\$ 2,228,849
Replacement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Costs (Collection System)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Capital Costs (WWTF Rehab)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Capital Costs (Lift Station Rehab)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Taxes	\$ 341,063	\$ 343,250	\$ 346,683	\$ 350,149	\$ 353,651	\$ 357,187	\$ 360,759	\$ 364,367	\$ 368,010	\$ 371,691	\$ 375,407	\$ 379,162	\$ 382,953	\$ 386,783	\$ 390,651	\$ 394,557
Nonoperating Expenses (Interest Expense)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ANNUAL EXPENSES	\$ 3,149,021	\$ 3,216,355	\$ 3,181,717	\$ 3,646,356	\$ 3,669,216	\$ 3,490,237	\$ 3,532,078	\$ 3,559,212	\$ 3,523,760	\$ 3,565,604	\$ 3,608,258	\$ 3,651,788	\$ 3,651,037	\$ 3,686,533	\$ 3,733,105	\$ 3,731,176
REVENUES																
User Charge Revenues	\$ 2,810,457	\$ 2,848,433	\$ 2,901,322	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686	\$ 3,165,686
Mishicot Service Revenue	\$ 83,569	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469	\$ 89,469
Mishicot Debt Service Payment	\$ 58,904	\$ 51,973	\$ 51,961	\$ 51,949	\$ 51,937	\$ 34,579	\$ 34,576	\$ 34,572	\$ 34,569	\$ 34,565	\$ 25,911	\$ 25,907	\$ 25,904	\$ 25,900	\$ 25,896	\$ 25,892
Inter-Department Services																
TID #7 & #8 Revenue		\$ 63,160	\$ 72,239	\$ 72,232	\$ 72,224	\$ 72,217	\$ 45,679	\$ 45,675	\$ 45,671	\$ 45,667	\$ 45,662					
Investment Income		\$ -	\$ -	\$ -	\$ 15,979	\$ 14,710	\$ 15,043	\$ 14,697	\$ 14,075	\$ 13,802	\$ 13,108	\$ 11,893	\$ 9,774	\$ 7,642	\$ 5,133	\$ 2,134
Miscellaneous Nonoperating Revenue		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Industrial Surcharge Revenue		\$ -	\$ -	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580
Sewer Connection Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Operating Revenue	\$ 28,178	\$ 7,485	\$ 17,832	\$ 17,832	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383	\$ 14,383
TOTAL ANNUAL REVENUE	\$ 2,981,108	\$ 3,060,520	\$ 3,132,822	\$ 3,529,748	\$ 3,542,259	\$ 3,523,624	\$ 3,497,417	\$ 3,497,062	\$ 3,496,434	\$ 3,496,153	\$ 3,486,799	\$ 3,439,918	\$ 3,437,797	\$ 3,435,660	\$ 3,433,148	\$ 3,430,144
Cash and Cash Equivalents - Beginning of Year																
Annual Excess Revenue (Shortfall)	\$ 619,735	\$ 1,830,245	\$ 1,714,519	\$ 1,714,519	\$ 1,597,912	\$ 1,470,955	\$ 1,504,342	\$ 1,469,680	\$ 1,407,531	\$ 1,380,205	\$ 1,310,754	\$ 1,189,295	\$ 977,426	\$ 764,185	\$ 513,313	\$ 213,356
	\$ (167,913)	\$ (155,835)	\$ (48,895)	\$ (116,607)	\$ (126,957)	\$ 33,387	\$ (34,661)	\$ (62,150)	\$ (27,326)	\$ (69,451)	\$ (121,459)	\$ (211,869)	\$ (213,241)	\$ (250,872)	\$ (299,957)	\$ (301,032)
REVENUE DETAILS																
Equivalent Meters Added Per Year-City		0														
Estimated Number of Equivalent Users		5,114	5,114	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048	6,048
Estimated Number of Additional Unit Charges		535	535	22	22	22	22	22	22	22	22	22	22	22	22	22
Estimated monthly residential usage -100 cf (round off to 3500 gal/mo)		5.0	5.0	5.0	5.0											
Estimated Additional Usage - New Userees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Estimated Annual City Usage -100 cf		296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792	296,792
Industrial Details																
Estimated Annual Water Usage (100 cf gal)-Industrial				3,864												
Estimated Annual BOD Loading >160 mg/L (pounds)				67,248												
Estimated Annual TSS Loading >200 mg/L (pounds)				37,601												
Estimated Annual P Loading > 7 mg/L (pounds)				0												
ESTIMATED MONTHLY USER CHARGES																
City Fixed Charges																
Actual Monthly Fixed Charge per Equivalent Meter		\$ 18.85	\$ 18.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85	\$ 19.85
Additional Unit Charge		\$ 12.85	\$ 12.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85	\$ 13.85
Actual Annual Fixed Charge Revenue Generated	\$ 1,239,284	\$ 1,239,284	\$ 1,239,284	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290	\$ 1,444,290
City Variable Charges - O, M & R Costs (cost per 100 cf)																
Actual Variable Charge per 100 cf Implemented		\$ 5.60	\$ 5.60	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80
Actual Annual Variable Charge Revenue Generated	\$ 1,662,038	\$ 1,662,038	\$ 1,662,038	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396	\$ 1,721,396
TOTAL ACTUAL MONTHLY USER CHARGE PER RESIDENTIAL USER	\$ 46.85	\$ 46.85	\$ 46.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85	\$ 48.85
Industry Variable Charges																
Variable Charge per 100 cf		\$ 5.60	\$ 5.60	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80
Annual Variable Charge revenue Generated		\$ -	\$ -	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410	\$ 22,410
Variable Charge per pound BOD	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04	\$ 1.04
Annual Variable Charge revenue Generated	\$ -	\$ -	\$ -	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938	\$ 69,938
Variable Charge per pound TSS	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07	\$ 1.07
Annual Variable Charge revenue Generated		\$ -	\$ -	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233	\$ 40,233
Variable Charge per pound P	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94
Annual Variable Charge revenue Generated	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Industry Variable Charges Total	\$ -	\$ -	\$ -	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580	\$ 132,580
REVENUE GENERATED BY RATES	\$ -	\$ -	\$ -	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267	\$ 3,298,267
DEBT COVERAGE																
Rate Increase Additional Revenue		\$ 79,412	\$ 72,302	\$ 396,926	\$ 12,510	\$ (18,635)	\$ (26,207)	\$ (355)	\$ (628)							
Total Debt Payments (with CWF Loans and Debt Reserve)	\$ 1,256,429	\$ 1,262,315	\$ 1,112,062	\$ 1,538,774	\$ 1,522,984	\$ 1,104,617	\$ 1,106,318	\$ 1,092,544	\$ 1,015,402	\$ 1,014,759	\$ 1,014,113	\$ 1,013,514	\$ 967,790	\$ 957,450	\$ 957,308	\$ 907,770
Total Regular Revenue	\$ 2,981,108	\$ 3,060,520	\$ 3,132,822	\$ 3,529,748	\$ 3,542,259	\$ 3,523,632	\$ 3,497,417	\$ 3,497,062	\$ 3,496,434	\$ 3,496,153	\$ 3,486,799	\$ 3,439,918	\$ 3,437,797	\$ 3,435,660	\$ 3,433,148	\$ 3,430,144
Total Operating Expenses	\$ 1,624,042	\$ 1,689,189	\$ 1,7													

# **Appendix G**

## **Equivalent Sewer User Calculations**

**Current Sewer Meter Charges**

<b>Sewer Meters (Based on 2024 Data)</b>							
<b>Size</b>	<b>Equivalents</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Public</b>	<b>Multi-Family</b>	<b>Eq. Meter</b>
5/8"	1.0	2,640	75	1	0	19	2,735
3/4"	1.0	2,045	120	2	1	3	2,171
1"	1.0	30	58	4	2	19	113
1-1/2"	1.0	0	16	1	2	8	27
2"	1.0	0	26	5	11	11	53
3"	1.0	0	6	2	1	1	10
4"	1.0	0	0	1	3	0	4
6"	1.0	0	1	0	0	0	1
		4,715	302	16	20	61	5,114

<u>Meter Type</u>	<u>Meter Count</u>	<u>Fixed Rate</u>	<u>Total (month)</u>	<u>Total (annual)</u>	<u>New Fixed</u>	<u>Total (annual)</u>	<u>Add. Revenue</u>
Eq. Meters	5,114	\$18.85	\$96,399	\$1,156,787	\$20.85	\$1,279,523	\$122,736
Additional Units	535	\$12.85	\$6,875	\$82,497	\$14.85	\$95,337	\$12,840
<b>Annual Total</b>			<b>\$103,274</b>	<b>\$1,239,284</b>			<b>\$135,576</b>

**Proposed Sewer Meter Charges - Eq. Meters for All Meters**

<b>Sewer Meters (Based on 2024 Data)</b>							
<b>Size</b>	<b>Equivalents</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Public</b>	<b>Multi-Family</b>	<b>Eq. Meter</b>
5/8"	1.0	2,640	75	1	0	19	2,735
3/4"	1.0	2,045	120	2	1	3	2,171
1"	2.5	30	58	4	2	19	283
1-1/2"	5.0	0	16	1	2	8	135
2"	8.0	0	26	5	11	11	424
3"	15.0	0	6	2	1	1	150
4"	25.0	0	0	1	3	0	100
6"	50.0	0	1	0	0	0	50
		4,715	302	16	20	61	6,048

<u>Meter Type</u>	<u>Meter Count</u>	<u>Fixed Rate</u>	<u>Total (month)</u>	<u>Total (annual)</u>	<u>Add. Revenue</u>
Eq. Meters	6,048	\$18.85	\$113,995	\$1,367,945	\$211,158
Additional Units	22	\$12.85	\$283	\$3,392	(\$79,105)
<b>Total</b>			<b>\$114,278</b>	<b>\$1,371,337</b>	<b>\$132,053</b>

**Proposed Sewer Meter Charges - Eq. Meters for Commercial, Industrial, & Public Only**

<b>Sewer Meters (Based on 2024 Data)</b>							
<b>Size</b>	<b>Equivalents</b>	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Public</b>	<b>Multi-Family</b>	<b>Eq. Meter</b>
5/8"	1.0	2,640	75	1	0	19	2,735
3/4"	1.0	2,045	120	2	1	3	2,171
1"	2.5	30	58	4	2	19	209
1-1/2"	5.0	0	16	1	2	8	103
2"	8.0	0	26	5	11	11	347
3"	15.0	0	6	2	1	1	136
4"	25.0	0	0	1	3	0	100
6"	50.0	0	1	0	0	0	50
		4,715	302	16	20	61	5,851

<u>Meter Type</u>	<u>Meter Count</u>	<u>Fixed Rate</u>	<u>Total (month)</u>	<u>Total (annual)</u>	<u>Add Revenue</u>
Eq. Meters	5,851	\$18.85	\$110,291	\$1,323,496	\$166,709
Additional Units	535	\$12.85	\$6,875	\$82,497	\$0
<b>Total</b>			<b>\$117,166</b>	<b>\$1,405,993</b>	<b>\$166,709</b>

**Current Sewer Meter Charges**

Sewer Meters (Based on 2024 Data)							
Size	Equivalents	Residential	Commercial	Industrial	Public	Multi-Family	Eq. Meter
5/8"	1.0	2,640	75	1	0	19	2,735
3/4"	1.0	2,045	120	2	1	3	2,171
1"	1.0	30	58	4	2	19	113
1-1/2"	1.0	0	16	1	2	8	27
2"	1.0	0	26	5	11	11	53
3"	1.0	0	6	2	1	1	10
4"	1.0	0	0	1	3	0	4
6"	1.0	0	1	0	0	0	1
		4,715	302	16	20	61	5,114

Meter Type	Meter Count	Fixed Rate	Total (month)	Total (annual)	New Fixed	Total (annual)	Add. Revenue
Eq. Meters	5,114	\$18.85	\$96,399	\$1,156,787	\$20.85	\$1,279,523	\$122,736
Additional Units	535	\$12.85	\$6,875	\$82,497	\$14.85	\$95,337	\$12,840
<b>Annual Total</b>			<b>\$103,274</b>	<b>\$1,239,284</b>			<b>\$135,576</b>

**Proposed Sewer Meter Charges - Eq. Meters for All Meters**

Sewer Meters (Based on 2024 Data)							
Size	Equivalents	Residential	Commercial	Industrial	Public	Multi-Family	Eq. Meter
5/8"	1.0	2,640	75	1	0	19	2,735
3/4"	1.0	2,045	120	2	1	3	2,171
1"	2.5	30	58	4	2	19	283
1-1/2"	5.0	0	16	1	2	8	135
2"	8.0	0	26	5	11	11	424
3"	15.0	0	6	2	1	1	150
4"	25.0	0	0	1	3	0	100
6"	50.0	0	1	0	0	0	50
		4,715	302	16	20	61	6,048

Meter Type	Meter Count	Fixed Rate	Total (month)	Total (annual)	Add. Revenue
Eq. Meters	6,048	<b>\$19.85</b>	\$120,043	\$1,440,515	\$283,728
Additional Units	22	<b>\$13.85</b>	\$305	\$3,656	(\$78,841)
<b>Total</b>			<b>\$120,348</b>	<b>\$1,444,171</b>	<b>\$204,887</b>



**RESOLUTION ADOPTING  
PROPOSED SETTLEMENT AGREEMENT BETWEEN  
TWO RIVERS POLICE, LOCAL 13  
AND  
THE CITY OF TWO RIVERS**

**WHEREAS,** the City Council of the City of Two Rivers has considered the Proposed Settlement Agreement between Two Rivers Police Local 13, and the City of Two Rivers for the period of January 1, 2026 through December 31, 2027; and

**WHEREAS,** said Settlement Agreement has been ratified by the membership of Two Rivers Police Local 13; and

**WHEREAS,** City and Police Department management have recommended, and the City Council concurs, that the adoption of said Settlement Agreement is in the best interests of the City and the employees in this bargaining unit;

**NOW, THEREFORE,** be it resolved by the City Council of the City of Two Rivers, that the proposed settlement agreement between the City and Two Rivers Police Local 13, is hereby adopted.

A copy of this Agreement and any amendments negotiated thereto constitute the new contract for the period of January 1, 2026 through December 31, 2027 and are incorporated herein by reference as though fully set forth herein.

Adopted this 15th day of September, 2025.

\_\_\_\_\_  
Councilmember

\_\_\_\_\_  
Kyle Kordell  
City Manager

**TENTATIVE AGREEMENT  
BETWEEN  
CITY OF TWO RIVERS  
AND THE  
TWO RIVERS POLICE LOCAL 13 /  
WISCONSIN PROFESSIONAL POLICE  
ASSOCIATION/LEER**

**August 26, 2025**

Except as modified below, the remainder of the Agreement remains *status quo*. The **bold & underlined** provisions indicate new language.

---

**1. AGREEMENT**

The parties tentatively agree to replace the reference in the Agreement's first paragraph to "the Two Rivers Police Department Bargaining Unit" with "the Union," as follows:

**THIS AGREEMENT** made and entered into at Two Rivers, Wisconsin by and between the City of Two Rivers, hereinafter referred to as the "Employer" or "City", and the Law Enforcement Employee Relations Division of the Wisconsin Professional Police Association, for and on behalf of the Two Rivers Police Department employees, hereina**fter** referred to as the **"Union"** ~~Two Rivers Police Department Bargaining Unit.~~

**2. ARTICLE V – EMPLOYMENT**

The parties tentatively agree to add to Article V, Section 12, titled "Wellness Days," to the Agreement, as follows:

**12. Wellness Days**

**Each full-time employee shall be entitled to two (2) paid Wellness Days per calendar year. Each Wellness Day shall consist of eight (8) hours of paid leave and shall not be deducted from the employee's accrued leave balances.**

**Wellness Days are intended, in part, to compensate employees for participation in the following mandatory activities:**

- **One (1) annual hearing examination; and**
- **One (1) annual one-hour consultation with the Department-designated licensed mental health professional.**



**Employees are encouraged to utilize any remaining time on their Wellness Days for activities that promote mental health and personal well-being.**

**Scheduling of Wellness Days shall be subject to mutual agreement between the employee and the City, and shall be arranged so as to avoid undue overtime costs and to ensure that Department operations are not adversely impacted, particularly during periods of high leave usage. Wellness days shall not carry over from one year to the next.**

### 3. ARTICLE VI – VACATION DAYS

The parties tentatively agree that two (2) vacation days (16 hours) per year may be taken in four (4) hour increments with the prior approval of the Chief or the Chief's designee. The eighth paragraph of Article VI, Section 9 of the Agreement will therefore be modified as follows:

Vacation days may be taken in no less than eight (8) hour increments with the prior approval of the Chief of Police or their designee. ~~One (1)~~ **Two (2)** vacation days per year for each employee covered by this agreement may be taken in increments of four (4) hours with the prior approval of the Chief of Police or their designee.

### 4. ARTICLE XI – PAY POLICY

The parties tentatively agree to modify the “step” structure set forth in the fourth paragraph of Article XI, Section 1 of the Agreement as follows:

Step A – Hiring	<u>Employees Hired After January 10, 2000</u>
Step B – <del>6 months</del> <b><u>1 year</u></b> after hiring	Step F – 5 years after hiring
Step C – <del>1</del> <b><u>2</u></b> years after hiring	Step G – <del>10</del> <b><u>6</u></b> years after hiring
Step D – <del>2</del> <b><u>3</u></b> years after hiring	Step H – <del>15</del> <b><u>8</u></b> years after hiring
Step E – <del>3</del> <b><u>4</u></b> years after hiring	Step I – <del>20</del> <b><u>10</u></b> years after hiring

### 5. ARTICLE XI – PAY POLICY

The parties tentatively agree to modify the fourth (4<sup>th</sup>) paragraph of Article XI, Section 4(B) of the Agreement as follows:

#### **Ballistic Vest Replacement**

**The City shall provide funding for the replacement of ballistic vests for employees, contingent upon the continued availability of the limited grant funding designated for such purchases.**

**In the event that such limited grant funding is no longer available, the cost of a replacement ballistic vest shall be shared equally between the City and the employee,**

with each party contributing fifty percent (50%) of the total cost of the vest selected by the City.

Should an employee elect to upgrade to a vest with a higher threat level or additional features beyond those specified in the City's standard selection, the employee shall be solely responsible for any additional cost incurred. For example, if the City-selected vest costs eight hundred dollars (\$800), the City and employee shall each pay four hundred dollars (\$400). If the employee selects a vest costing one thousand dollars (\$1,000), the employee shall pay the additional two hundred dollars (\$200) that exceeds their fifty percent share of the base vest cost.

## 6. ARTICLE XI – PAY POLICY

The parties tentatively agree to modify Article XI, Section 11 of the Agreement, "Compensatory Time," to align with the City's new compensatory time policy for non-represented employees by: (a) modifying the maximum amount of compensatory time that can be accrued from 120 hours to 80 hours, (b) requiring full payout of any accrued and unused compensatory time at the end of each year, and (c) permitting quarterly payouts of accrued compensatory time if so requested by the employee:

**11. Compensatory Time.** Employees may elect to earn compensatory time in lieu of overtime pay. Compensatory time shall be administered as follows:

- Compensatory time is bankable at the applicable premium rate.
- Compensatory time shall accumulate to a maximum of ~~120~~ **80** hours of time off **and is renewable upon cash out.**
- Compensatory time shall be scheduled by employee request and the Chief or their designee's approval. Requests will not be approved if approval would result in overtime being assigned to another employee.
- Compensatory time can be requested and approved in no less than hourly increments.
- Compensatory time shall be paid out in cash ~~at severance or any other time required by law~~, at the straight time hourly rate in effect at the time it is paid out, **as follows:**
  - **Any remaining accrued compensatory time will be paid in full to employees each December such that employees do not carry over accrued compensatory time from one calendar year to the next.**
  - **An employee may elect to receive payment for all accrued compensatory time, or a portion thereof, on a quarterly basis (first pay period in March, June, September), provided that the employee notifies the City of the requested quarterly payment in a timely manner.**
- ~~Employees who reach the maximum, may also request cash payout of their entire bank of hours in a lump sum at the straight~~

~~time hourly rate in effect at the time it is paid out.~~

- Compensatory time shall not be scheduled more than one month in advance of the requested time off.

#### 7. APPENDIX A – Salary Schedule/Wage Tables

The parties tentatively agree to a two-year term (2026-2027) with the following wage increases for all steps:

2026 – 1.00% increase first pay period of January  
 2026 – 2.00% increase first pay period of July  
 2027 – 3.00% increase first pay period of January

#### 8. [General]

The parties tentatively agree to modify language throughout the Agreement from “days,” “week(s),” etc. to “hours” (e.g., “week” modified to “48 hours”).

#### 9. [General]

The parties tentatively agree that their respective representatives will collaborate regarding general “clean-up” of language in the CBA and accompanying MOUs.

#### 10. LETTER OF AGREEMENT – DETECTIVE POSITION

The parties tentatively agree to renew this Letter of Agreement for the duration of the 2026-27 Collective Bargaining Agreement.

#### 11. LETTER OF AGREEMENT – SERGEANT POSITION

The parties tentatively agree to renew this Letter of Agreement for the duration of the 2026-27 Collective Bargaining Agreement.

#### 12. LETTER OF AGREEMENT – OVERTIME

The parties tentatively agree to renew this Letter of Agreement for the duration of the 2026-27 Collective Bargaining Agreement.

#### 13. LETTER OF AGREEMENT – CANINE OFFICER

The parties tentatively agree to modify this Letter of Agreement as indicated in the redlined document attached hereto as Exhibit A.

# Letter of Agreement

## *Between the City of Two Rivers and Police Union - Local 13*

The effective Period of this agreement is: January 1, 2026, through December 31, 2027; however, this agreement may be subject to review by either party and modification by mutual agreement prior to the ending date of this agreement.

The Two Rivers Police Department K9 Program was created by the City in May 2021. Various provisions of the K9 Program are subject to collective bargaining. With respect to those provisions relating to the K9 Program and the officer designated as the K9 Handler, the City and the Union agree to the following terms:

The Canine Officer position will be subject to any applicable City policy and/or labor agreement provisions unless expressly stated in this agreement.

### **ARTICLE IV – RESERVATION OF MANAGEMENT RIGHTS**

- **Program Sustainability:** The Chief or their designee reserves the right to:
  - Re-assign the canine or discontinue the canine program in the event the canine officer or the canine is no longer able to perform their duties.
  - Remove the canine officer or the canine from the assignment due to unsatisfactory performance.
  - Discontinue the canine program due to the inability to adequately fund or sustain the program.
  - If the canine program is discontinued upon the direction of the City, the canine officer commitment requirements set forth in this Letter of Agreement shall be waived.

### **ARTICLE V – EMPLOYMENT**

- **Residency Restrictions:** The canine officer must reside within 15 miles of the outermost city limits unless otherwise approved by the Chief or their designee.
  - The canine officer's residence must be a single-family dwelling.
  - For the safety and security of city property and critical police equipment, the officer's dwelling must have an enclosed and secured garage to accommodate the police vehicle when the handler is off-duty.
  - The canine officer shall be responsible for any costs associated with change of residence, such as kennel relocation.

## **ARTICLE X – NORMAL WORK WEEK, WORKDAY, AND WORK SHIFT**

- **Shift Times/Compensation:** The canine officer's shift start and end times will be identical to those of other officers assigned to the given shift; however, the canine officer will have until 15 minutes after the shift start time to physically report and be ready for duty, and will be allowed to depart from shift duty 15 minutes prior to the shift's end provided that calls for service and staffing levels permit. This 15 minute period at the beginning and end of each shift is compensation provided for the purpose of handling and care of the canine. The canine officer will be paid for the full eight hour shift despite the 15 minute late arrival and early departure. If the canine officer is unable to utilize the late arrival or early departure due to staffing issues or calls for service on a particular day, the corresponding 15 minute period(s) will be credited to the officer's compensatory time bank.
- **Shift Adjustments:** The canine officer has the capability to flex their shift to accommodate various activities. The parties agree that in order to ensure the success and sustainability of this program, this assignment requires a greater degree of flexibility to attend training, perform special enforcement activities, give presentations, or attend special events.
  - Switching or flexing shifts will occur upon mutual agreement between the Chief or their designee and the canine officer. Any requests for shift adjustments by the officer or the City will be made as far in advance notice as practical.
  - Training shall be scheduled during the canine officer's normally scheduled shift whenever possible; no overtime will be authorized for this purpose without prior approval by the Chief or the Chief's designee.
- **Off-Duty Recall & Overtime:** The canine officer will have the same eligibility and requirements for recall and related pay provisions as do other bargaining unit personnel pursuant to the collective bargaining agreement. Overtime compensation shall begin when the canine officer is prepared for duty, in uniform, in their assigned squad, and en-route to the scene/department from their place of residence and ends when the officer returns home or their regular shift commences.
- **Canine Capability/Span of Duty:** The canine officer's recommendations will be given primary consideration when determining the suitability of the canine in response to calls for service. The canine officer will determine the ability of the canine in working extended hours or additional work shifts. The canine officer may be required to work or respond for recall without his/her canine.

## **ARTICLE XI – PAY POLICY**

- **Compensation:** 1/2 hour of the canine officer's normal hourly rate per calendar day each for the period of time the officer is assigned as a handler and assigned a canine. This compensation will be administered in the following manner:
  - *Officer default pay = 37.5 hours per week*
  - *Canine Compensation pay =  $\frac{1}{2} \times 7 \text{ days per week} = 3.5$*
  - *$37.5 + 3.5 = 41$  (40 reg. hours + 1 hour)*

- **Officer compensation per work week = 40 hours at regular rate + 1 hour at overtime rate per work week.**
- The canine officer will not be compensated as enumerated above for days the canine is being boarded with the exception of the first and last (drop-off & pick-up) days of boarding.
- Vehicle Assignment/Compensation: A patrol ready squad outfitted to accommodate the safe transport of a canine will be furnished to the officer to be utilized for their patrol assignment and safe transport of the canine. The parties acknowledge that a take home vehicle provides additional per mile compensation to the handler based on reduced fuel costs and wear & tear on the officer's personal vehicle. The value of that compensation is determined by the current Federal mileage reimbursement rate based on miles traveled between work and the canine officer's residence.
- Uniform Allowance: An additional \$250.00 per calendar year shall be added to the canine officer's clothing allowance to accommodate the wear & tear on uniforms and other equipment that corresponds with this assignment.
- Care & Maintenance: Costs for the care and maintenance of the canine shall be the responsibility of the City; this includes food, medical care, and miscellaneous expenses such as collars, muzzles, leashes, grooming, and boarding as noted above. All purchases shall require prior approval from the Department.
- Veterinary/Grooming Visits: Veterinarian and grooming costs will be the responsibility of the City. Non-emergency veterinary and grooming related visits shall be scheduled on the canine officer's normally scheduled shift; no overtime will be authorized for this purpose without prior approval.
- Boarding and Kenneling: The City will pay the costs for kenneling and boarding as follows:
  - Boarding costs for up to (18) days per calendar year. The canine officer may use the 18 boarding days as the officer wishes throughout the year and may, at their own expense, board the canine any additional days. All kennel facilities utilized shall have prior approval by the Department.
  - The Department will pay boarding expenses beyond the 18 days noted in the event that the canine officer is unable to care for the canine due to a duty related illness or injury.
  - Kennels authorized by the Department will be provided to the canine officer by the City for purposes of kenneling the canine at home and at the police station.
- Canine Ownership: The canine remains the sole property of the City of Two Rivers. The canine officer is responsible for the general care and security of the canine. At the end of the canine's service life, the existing canine officer shall have first right of ownership and may adopt the canine, as is, for \$1.00. Upon adoption, all expenses for the care and the liability related to the canine will be the sole responsibility of the canine's adopted owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025:

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Jason Zipperer  
President – Local 13

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Benjamin Meinnert  
Chief of Police

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Kyle Kordell  
City Manager

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Thomas A. Schrank  
WPPA/LEER Business Agent

## Community Input on the Reimagining of the Neshotah Beach Concession Stand

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I think anything the City does to improve our establishments is a win. I love the idea of the new reimagined Beach Pavilion!

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Not on the tax payers dime. So many out of town people come and don't have to pay. Charge them to park at the beach. Stop hiking the tax payers taxes up

---

We just need to upgrade what's there. If you expand to have a restaurant or party venue, where are they going to park? As a resident, I can't find a handicap space on a busy day, or during a band, the beer stand takes up 10 spaces. You're going to have a shuttle from Walsh Field. Won't that cost tax payers more money?

---

Its good your letting residents chime in and share input before a decision is made on this, great community engagement!

---

Please keep the concession stand as is.

It is quaint, unique, always exceptionally clean.

Works well with our beautiful lakefront!

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Please keep with the 1950s charm and don't plaster it with sponsorships like the remodel of Central Park. If you expand, you could make it a higher class food hall with various vendors. People can order through an app. Check out The Roost <https://www.theroostsedc.com/>. You could also consider a mini-boardwalk with various dining options. The idea of an event space is nice, but it will be too big and, as I said, take away the charm. Think more Door County and less big city suburbs. That's what brings people.

---

The beach stand does need to be updated to suit the needs of the summer tourists. Larger, better changing areas and better food options. That does not mean it needs to expand beyond its current purpose, dreaming big is nice but let's be realistic. The additional use proposals would not utilized so much to cover property taxes. You'll get support if you stay realistic.

---

Have non-residents pay to park in Neshotah Park-sell parking stickers. Residents who pay property taxes get a free sticker. Use money toward a new concession stand. Show us a visual of yur plans for the concession stand so we know what we are talking about.

---

Thank you for including us in this conversation! I absolutely love both ideas about making it a lakeside banquet space and/or place to get actual food. (Please make sure to provide Gluten-free options!) No matter what you do with the space, I think it's obviously important to still have affordable, easy options for every day beach goers. Even if that means having a snack stand/tiki bar/food trucks located elsewhere along the beach area.

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I say no to a remodel. It is used only a few months out of a year and not worth dumping millions into it. I have heard that people like the nostalgia look of it. Leave as is and save the money for something else down the road.

---

Love the new Neshotah Park Master Plan!

Let's continue to move forward into the future.

This is exactly what Two Rivers needs. Thank you for your future vision.

---

I think a dining experience would be better placed on the Hamilton property than by the beach. Food trucks are fine for the beach, update the bathrooms, close the food part of the concession stand. Tax payer money should be used for fixing streets. Then another question, who will be working at this new establishment, what will be the wages, will the city be running the dining area, will taxpayer money be used for wages etc? The new design doesn't fit in with the beach. My other question is how are you going to get this information to people who don't follow what the city is doing. I know people who don't have Internet, will not go to the library or city hall to get a copy of the newsletter. You need to find a better way to communicate with your taxpayer base! Unless you don't want a lot of people to not know what is happening in town. My final thoughts are don't ruin Neshotah beach. Also a all season building downtown for the farmers market! To get back to the fine dining...is that just for 3 months or year round? There are more important things this city needs to do with tax payer money, updating the pavilion fine , building a new one no! I have a feeling this will turn out to be like the new high School that was supposed to bring a ton of new families here, still waiting for that to happen.

---

I would hate to see the forested area bulldozed over for a larger pavilion. How about developing the old factory on the riverfront by Big L Loads laundromat? Mixed use property like Manitowoc did with the Wine Bar and living spaces above. What can we do with that property instead?

---

I think a renovation of the space would be nice to include an indoor event space that could be used year round. As far as a concession area, I think just improving what we have would be great. A bistro-type facility that offers a few different hot and cold meal options with indoor seating. If staffing is an issue, then making it a self-service canteen could work as well. A nice restaurant overlooking the lake would be nice, but when the snow fences go up for the winter, the view is not nearly as nice and it may not be as busy.

---

We don't have enough space(without ruining the woods nearby) for a bigger building and parking is limited on many days when the beach is popular. The priority should be on improving the bathrooms and changing facilities, not on a destination for dining or an event center. We have those already and the City should not compete with local businesses.

---

Build as cheap as possible. New concession stand and bathrooms with changing stalls.

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Bring current beach house up to code. Garage floor type "fancy coating" and new toilet/sink fixtures. Perhaps re-install indoor showers in the area they used to be. Not in favor at all of completely new, unless 100% funded by donations. We're getting taxed out of this city already....ENOUGH! This is not Florida where the investment could bring a return year 'round.

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I am not in favor of it. For all the expense to build a new one I just can't see that it would be utilized enough.

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I am not quite understanding the thought of this becoming a destination venue. Or even the possibility of it becoming a destination restaurant? My first biggest question is who is going to work there and who is managing it? Also this sounds like a business venture for someone so who are you looking to sell this too? I don't foresee the city owning a restaurant down by the beach when they infact contract out the concessions as it is to an outside source. What would be the cost to renovate the stand to make it more functional right now? I think right now what needs to be looked at is return on investment right now because I see the cost out weighing the profits.

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I think updates are in order. We do not need a wedding venue - Sepia is great and wouldn't want them to lose business. Let's dine at restaurant establishments already here. I object to taxpayers funding this unnecessary endeavor

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I respectfully disagree with the so called proposed idea for the beach concession stand. Does the city actually think that building a 2.5 million structure is really going to attract more people to the area? Remember guys, people typically use the beach for 3 months out of the year. How do you think the new concession stand will be able to bring in enough revenue to cover its operations?

Furthermore that design does not fit in with the beach atmosphere, it would be better suited for a bigger city such as Tampa, or Miami where the beaches are used pretty much year round.

Instead of building a new one the current building could be upgraded, and why has it not been modified or kept up over the years? This is just like the high school, the building should have been better maintained instead of building a new one in the hopes that it would bring families here, what a joke. The only way you will get families here is to entice businesses not tourism. As some of the council members realize there are a lot of people here, seniors to be exact that are on a fixed income, where do you expect them to get the money from to help fund this project? If you keep raising taxes you are going to have a dead community, people will leave because they cannot afford to live here anymore, maybe that's what you want, I don't know.

I recently moved back here after a 25 year absence, my sister needed help with paying the property taxes or she risked losing our family home, that my grandparents had built over 100 years ago. I quit two well paying jobs to move here just to keep the home in the family, I have been here almost two years, on this and still have not found a job here, why is that? There are no opportunities because we have no business here.

Instead of focusing on the tourism and redoing the beach concession stand to draw in more tourists we need to focus on the full time residents that live here year round not the wants/ needs of the part time residents and tourist. You say that by having the new concession stand it will host a venue for wedding etc., do you really think that is going to bring in the revenue that we need to upkeep the facility? A fine dining restaurant? How can the residents afford to have a fine dining experience when all their money goes to taxes to support your pipe dreams? Where would the parking lot go? Are you planning on tearing down the trees in the area to make room for it? I highly doubt people would want to walk across the street.

If things keep going up I am afraid that I too will be leaving and going somewhere that is cheaper and has more opportunities for employment. This place is turning into a joke. When I was growing up here we had so much more, more shops, industries etc, to not only bring people here but to keep the people here. It's time you start looking out for the loyal citizens and give them a break, instead of catering to the tourists, who take over the city while they are here for those few months. Enough is enough put your residents first, take care of us as we have taken care of the city.

Lastly, why take this to the public, when you more than likely have your say made up to go ahead and do this anyway. It's sad how the city doesn't listen to the residents. If this does go through maybe the city employees should take a pay decrease, if you expect us to give more when we don't have it to give, then maybe there should be cuts from the top down.

---

Leave it as it is and do not expand the footprint. Develop the old Hamilton property on the river instead. Do not compete with local businesses.

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The bathrooms need updating for sure. The sentimental side of me doesn't want to change it too much. The East side is losing its charm with McMansions popping up spoiling the view for others. Does the city have a plan for the East side? Keep the charm that draws people in or update it so it is unrecognizable?

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I think a renovation of the bathrooms and concession stand is a great idea. I don't think we need to tear down the old structure. Also I think 2 1/2 million dollars is way too excessive of an amount to spend.

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If you rented the beach for weddings and events that just benefits the out of state people from Chicago etc and prevent locals from using the beach as much. The beach is a huge family reward for surviving the long winter as locals. Not everyone can go during the weekdays. However, I think the food and beverage idea is a great idea because that would produce revenue all year and the locals would enjoy it as much as the out of town guests. If there was a restaurant that had pretty views it would be a draw in itself.

---

No. Renovate the building we already have. It is used 3 months of the year, not worth the cost.

We are a small town. This changes the entire vibe of the beach area and in my opinion does not go. Many if us are already broke, like by my \$400 utility bill last month for 3 people in a small home. I can't afford ya'lls wants.

---

One of our "Claims to Fame" is that we have the Best Beach In Wisconsin. We should follow that with an entirely new and improved concession stand , restroom and changing facilities. Currently the place isn't as family friendly as it should be. We should also have more consistent hours for concession sales. I'm in favor of doing it right the first time and if it costs a bit of taxpayer funds, so be it. I do see a conflict with a wedding/private party venue with the general public use of the beach, especially on weekends and holidays.

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I would be most concerned that our beautiful beach and surrounding woods not lose its natural beauty. Keeping a friendly vs. extravagant feel to it would be my preference.

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The bathrooms need serious updates. My thought on this would be to flip flop the bathrooms with the dressing rooms. Make more stalls. The structure shape seems to be in good condition. I can't justify a two to three million dollar building that would just get maximum usage for three months.

---

Personally I have always hoped the beach concession stand would get a make over. I had always hoped for a place to change at the beach that offered more privacy for individuals. Usually the floor by the toilets is disgusting the sinks have toilet paper in them.. its just not a great environment. That also being said I think the area to eat things you purchase needs a cover no one is going to sit in the back of the concession stand and eat things they want to see the beach. I have been hoping for this conversation since I was a teenager.

---

Yes! A space that would serve a small event with a medium sized footprint and a place to dine that serves more than pizza and burgers is a great idea!

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Having a good dining portion down by the beach would be perfect.

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I feel the mid century building should be repaired. I appreciate the history and the tradition as well as it is the most ecologically sound decision to maintain the existing structure. Our town already has an event venue for weddings and parties. I think it is most important to preserve our small town community rather than exploit our beachfront in efforts to grow bigger, faster, better, etc.

In addition, I would like to add that the fountain/grotto that used to be in the park should be resurrected for people to enjoy. We saw the old pictures of it at the library and it is a shame it is no longer a part of Neshotah Park.

---

No new concessions stand. Fix what we have! We cannot afford anymore for the tourists!

---

I envision a two story structure with the lower level for concession sales in front and the full kitchen in back. There would be a walk out outside eating area (fancier than current), accessible and updated restrooms and the second story a restaurant/bar that would open at 4 for a better dining experience. Definitely window views of the lake but the restaurant kitchen would be in the lower level. The structure could also have an elevated outdoor deck for alfresco dining during the summer months.

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Keep it small. First because we have local businesses who venues for those activities and Lighthouse Inn has view of lake and Sepia also has a view. Weddings, gatherings can be held at local businesses. The city should not be in competition with the local businesses who we all want to see them succeed. So keep the concession stand for simple foods for beach users, bathrooms, showers, and changing rooms. The park and beach are for outside activities and should be preserved for that.

And second mental health is talked about getting outside in nature to clear your mind.

Neshotah Park does that. Keep the trees, open grass spaces and beaches from getting commercialized.

---

I as a taxpayer in Two Rivers would 100% support the Renovation of the current concession stand/bathrooms at the beach. I understand that the plumbing and wiring needs to be updated or even completely replaced to meet the new building codes. I cannot , however support the spending of 2 million dollars to build a new facility when we have so many other demands on our tax dollars. We as taxpayers are paying for a school referendum that will take the next 20years to pay off. Two Rivers also has an aging infrastructure and a harbor that needs dredging sooner rather than later. In addition many of our residents are below the poverty level. In my opinion to spend this amount of money on what ifs and could be very irresponsible.

---

The beach house holds many memories for me. From the class of WHS 69 post graduation night party to family gatherings. Why the plumbing and electrical problems were not addressed over all these years when we enjoyed many factories and jobs is hard to figure out. Now in 2025 we are faced with a 2 million dollar new building. For anyone who grew up here that figure is mind boggling. The concrete brick structure and newer metal roof look good. Could we just gut the inside and upgrade the electrical and plumbing and add a structure to the north and south end of the building??? Do we spend the money on a building that is only open four months a year??? I support an upgrade of current structure not a new building . Thank You

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I would like to see rental options or potentially free to borrow options (pay a refundable deposit to ensure return) for towels, life jackets, beach balls, sand toys, etc. some people forget these things and it would be a nice option to have!

---

great idea! 100% on board with this... it would provide a unique lake shore dining experience that is needed. Would the pavilion block the view though?

---

I think we need to set up a paid parking area on the 2 main parking lots next to the pavilion and along Zlatnik drive to help with funding to keep the beach area updated.

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I like the idea of updating the building depending if it's going to raise taxes. This is not a nice building as some are saying that go with the landscaping. Putting in a pavilion is a great idea to raise money in the future which would pay for itself.

---

Charge for parking during summer months to non- Two Rivers Residents. Every major tourist beach all across the United States charges for beach parking, even a minimal fee of \$3-\$5.00. Think about it: they are using and enjoying our precious lakeshore beach for free and we pay for it??? The people of TR are paying for it, in our taxes, our summer serenity because I can't enjoy the beach in the weekends as a local, and even utility costs are higher than Manitowoc proper. I just don't see why the city is sooooo reluctant to do this? Charge for beach parking!!!

---

Develop the entire area where business can lease from the city. Two Rivers has a large enough area with point beach not to utilize the potential money that could come in with tourism. Higher an Architect, that can have state of the art buildings, not only by the beach. But by the river where Hamilton and Eggers use to be at, this prime Real estate that could have potential of bring millions into the community. Someone that is on the board or works for the city could project lead to find solutions and cost plus know what the ROI is. Last, what could the city get for grants from state and Federal funds that would help move this development forward.

---

The current one does the job and is still necessary. It's definitely a bit outdated and showing its age with all the wear and tear, but considering how old it is and how much use it gets, it still serves its purpose. I feel that if the city is wanting to either make improvements to it and/or a complete tear down and rebuild, it should be done. Our beach is too popular to not have a concession stand, and a nice one is well deserved.

---

Fix what needs to be fixed. Also update the current facility as needed. In regards to updating/expanding to bring in revenue through ability to hold special events etc. that requires staffing etc. so it doesn't make sense to spend monies and then have to spend money on staffing, cost of running the building and anticipating someone would pay to hold an event there. It would have to be a big building to be able to hold any significant event. Currently now many who come to the beach bring their own food/drinks, grills and canopies/tents. Our city workers already have to deal with cleanup after beach days.

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Do smaller renovations. Reason being the beach is only usable a few weeks/months a year, the rest of the time, it's too cold and snowy.

---

I think if you want to do something like this you need to charge non-residents for parking to help off set the cost.

---

Update it. We don't need to remove and rebuild

---

Leave it as it is and just fix what needs fixing. Tax increases and lack of facilities and activities are chasing young families out of our city. The splash pad and skating rink in Central Park appear to be a waste as well. How many people that come to the beach spend money at the current concession stand and local businesses? Our local businesses cannot survive if they are only busy 3 months of the year. We need to attract families to our city, not vacationers and seasonal residents.

---

I think expanding, especially to a rentable indoor venue on the beach is a fantastic idea. The shower situation really needs to be updated as well. We need private shower areas in the bathroom/locker room. If there is a way to have a nice, year round, beach front restaurant there I think that is great, but restaurants don't generally make TONS of money. That is my only concern, especially if the city would somehow be running the restaurant? However, maybe you could rent out the restaurant space to someone or contract with a restaurant? That may make the most sense to really make money from it. I have lived here my whole life and I think it is crazy that the only restaurant on the lake is the Lighthouse Inn. We would love more options to enjoy the lakefront. If we can use the concessions/rentals to sustain the beach I am 100% for it. I would definitely rent out the space for an event! Maybe look into the rentable building at Kohler-Andre State Park, it looked like a gorgeous venue when we were there this summer and possibly similar to what you are thinking?

---

If upgrades are needed, due them a little each year. The current concession stand looks great to me! This is used very little and we can not afford to spend millions of dollars for something like this. The city government needs to spend less! The city needs to stop borrowing money for projects and upkeep, live with-in your means, like I have to do.

---

I think if it was redone it needs to have more bathrooms and changing rooms. Maybe have it higher up in the air with the bathrooms on both sides and the middle open to see right through to the lake. On the second floor a deck with tables and chairs so you can enjoy the view of the lake.

---

No- this is not open long enough to justify yet another increase on our taxes. We are paying a lot of extras already!

---

Bring it up to code, maybe add a grill for hamburgers and hot dogs, fountain drinks. That's it. No 2 million dollar upgrade. That's ridiculous

---

Bring old one up to code a lot cheaper than costs of new one besides why wasn't it kept up like people do upkeep there houses! Charge for parking to cover costs to update it, so many places do already. It don't make enough money to build a new one let food trucks handle the food they have the costs to keep up to code bring old one up to code ! Bring it to a vote in spring!

---

I believe we should offer businesses/food trucks the opportunity to benefit from our beach traffic. I don't agree with a major investment as the fact that this concession stand/food venue is only and can only be 'seasonal' and cannot turn a large profit because of the limited month usage. Could the kitchen area be offered to groups/organizations such as girl scouts, boy scouts, youth sporting teams, service organizations to fund raising purposes? Utilizing the concession stand/food opportunities in these ways would keep the dollars local. We also need to capitalize on parking permits. We could provide two stickers for every primary residence real estate paid tax bill. Other vehicles would have to drop an envelope with \$5.00 or their CC info to park? An honor system that would necessarily be monitored during all of the beach hours.

We do not need a new concession stand!

Leave it the hell alone. If you must change something, close it for everything but the bathrooms and make food trucks accessible! Charge them for parking and such. \$2m is inexcusable, and unbelievable if you expect residents to help pay that hefty bill.

This building is very sweet and charming as is: I understand it needs some updated to meet new health code standards. Do the updates and perhaps a little aesthetic beautifying to the bathrooms. The price tag for that will be far less than a tear down and rebuild. People go to the beach to enjoy the beauty of nature. It's not a place most residents want to see developed- it's meant as a respite from the hustle and bustle of life.

This is an aging population with very little new growth, so heaping a 2.5 million project onto the backs of tax-payers when we have roads that are in 3rd world condition seems extraordinarily out of touch, and even borderline criminal. It's a hard no from the Robitailles on a new concession stand that is only open 3 months out of the year. We have wiser uses for tax dollars that will be better invested in more revenue for the city.

Update the existing concession building. You reassessed our properties last year, the school taxes went up astronomical. You warned us our city taxes will be going up this year!

Update what is there. Unless the Counsel is willing to fork out the \$2 million from their pockets.

I feel the bathrooms need an update, but would rather see a food truck area vs the concession stand.

I think something needs to be done but not at a 2 million dollar price tag

I agree that something needs to be done with the beach house, but I don't feel that we need to tear it down. What it does need is to be cleaned thoroughly and more often. The changing rooms should have stalls and benches. The bathrooms need to be cleaned up. I feel we should update the electrical and plumbing, repaint, and that's it. Also, the concession stand should be open more hours.

This seems to be a very substantial building that has been here a long time. I can't imagine bringing this building up to code will be more expensive than a new building which will probably not be as robust or appealing.



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Waste of taxpayers money

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I do not think there is anything wrong with it. My husband and I love to go there for ice cream, hot pretzel or any other snack that we may be feeling. If looking to add more options, you could add liquor sales but most people seem to bring their own drinks. You could do beach rentals- lawn chairs, umbrellas, water floaties, paddle boards etc. Another fun option would be beach toys for kids to purchase. I know there is the toy bucket but maybe other options. And marketing! There is no marketing around the beach for that the concession stand would offer.

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Keep what we have.

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Leave it. Update what needs to be done. Things should not be let go like the high school. Do no maintenance, so we had no choice but to build. Tax payers are not stupid. When the city manager does not even want to live in this city says a lot. Wake up!

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Repair what we have already.

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Why spend more money for something that isn't used all year.

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Just leave it , it goes perfectly with the beach , if it ain't broke , don't fix ,

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I don't believe a new concession stand will bring in tourist, so therefore it is a waste. How do you justify the money that concessions have brought in, compared to the price of the new concession stand? The town of Two Rivers needs to be cleaned up, there are junk vehicles in yards, unkept yards and homes. I think you were on the right track with all the downtown improvements, but there is still more work to be done. The beach will never be a money maker for the city, it is too small and it generates no income.

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The concession stand is unattractive and seasonal. A year-round concession stand would be a good investment and something the city could be proud of. Also, the City should consider a biergarten on this property.

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Fix it up or tear it down and allow food trucks to come in for a daily fee. You'll probably make more money off that than trying to sell concessions when this place is barely ever opened.

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Updating would be much cheaper. We as citizens are taxed enough. I say no to rebuild.

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It good the way it is.

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Do not tear it down. Keep it as is and do the repairs. 2 million dollars is too much for a concession stand, most in our community cannot afford daily expenses as it is. Do not add more taxes!

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I believe the building is adequate and should be updated but not outright replaced. I find it very hard to believe that there is an opportunity to increase concessions revenue enough to fund the replacement of the stand and to ease the burden on taxpayers. Maybe in future publications, you could share revenue/margin projections and how you arrived at them.

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The present concession stand is just fine. If it needs some updates or repairs; then they should be done. No need to build new!

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My thought is that this is not a viable option at this time. While it would be nice to see, fiscally the ROI is not there. The beach area currently is functioning a lot of times at capacity and I don't believe the concessions even in a revised state would add anything. I'd personally like to see a restroom area and also a parking lot dedicated to food trucks etc.

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Please fix the bathrooms, modernize and do a better job keeping them clean, but do not tear down what we have and spend millions on a new structure. Our current beach and park are beautiful and we don't need more change.

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I feel the current concession stand is adequate.

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Bring existing building to code. Update shower area and landscaping. Contract an enthusiastic concessionaire to make the stand an inviting looking area. If it is truly cheaper to build new, do so reasonably and keep costs under control.

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Just update it. We don't need a new one. You all need to quit spending our tax money on things we don't need

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I am opposed to spending our tax dollars on a new building. Remodel and get it up to code.

The roof is not that old and the brick and mortar looks to be in good condition.

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Not unless City Council pays for it! You have cost the taxpayers enough that many want to leave and get out of here!!!! This town is being run in the ground for years and still continues to do so. The citizens come last!!!! Can't even afford water and light and now they want to raise sewer user fees and the Council meeting are a joke! Used to love this town as many did but now they just want to get the hell out just like we do!

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I'd worry about additional congestion if it was used as a rental event space. It's already difficult during busy times to find parking -- adding more events to the area would create additional challenges with traffic and pedestrians.

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Seal the concrete floor & install a 3 basin sink & drop ceiling. That would please the health department. Possibly expand the bathrooms & look at other addition possibilities without putting us further in debt.

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I love the idea of a more substantial, better maintained building by the beach. The price tag seems exorbitant, especially given the seasonal nature of the building. Would it be open more frequently...longer hours and early spring to late fall? We pay so much in property taxes, especially with the recent appraisals. We personally have paid thousands in the last several years in street assessments. Our utilities are very high. We feel bled dry. I love that we have the most beautiful beach in Wisconsin. I love that tourists are coming to our town. I'm not sure that spending that much of our tax dollars on a seasonal building for tourists is truly beneficial for residents. I would love to see tourism bringing more business to the community. Why not lease the space for a new building to a private business? Let someone else profit off of the tourists and put the lease income to good use for the residents.

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Absolutely Not!!!

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We do not need this at this time. Maintain your buildings the Recreation department has many employees that are very handy. Start charging for use than budget that money for up keeps and new buildings. It is realistically used 4 months out of a year.

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Fix what we got, don't replace it.

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Two million dollars is way too much for a rebuild of a concession stand that is only opened a few months of the year. It just needs an update and paint. Us residents do not want our taxes to increase.

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I think a new facility is long overdue. With all the new and exciting renovations this building sticks out as needing to be replaced. I am all for it.

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no we need people that show up at the meeting have growth is not having words that just get on here it needs facts that help in what gets worked out at the finish line. Like the new places that has been taking care of places that was not in good shape and making them places that has made it do for are small homes to get to be fixed up and look like we live in a town that has life that can make a difference not have all the places being looking like now one cares and we have drugs up and down the 22 second St. Looking like they don't keep the grass cut flowers beds of the one places on the river are not able to be seen because neighbors don't check on neighbors. And life gets too fast pace. The older people don't have family close to helping them. I like the building it just needs things fixed up to code and lots of tender loving care.

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We do not need to spend 2 million dollars on a new concession stand our taxes are high enough and the people who go down there all the time are most likely not residents of Two Rivers.

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Let's fund this without having to go through a capital campaign. The short term investment from our end will help to continue to bring in outside revenue to offset costs down the road. The resources could also be used to support more music acts throughout the summer. Parking charges have been considered for non resident beach goers. I believe this is a feasible option to also bring in outside revenue. When considering the new concession space, could spaces for food trucks be added? What about small rental pagodas that business like Cool City Brewing could pay the city an annual fee and sell product out of (with each sale contributing a certain \$ amount to the city).

No

I am all in to rebuild a new concession stand and restrooms. I am not convinced we need anything more than that. I also would be in favor of not allowing food trucks, so beach goers would be directed to the concession stand and free up those precious parking spots.

I think that upgrades should be made to bring everything up to code. It does not need to be rebuilt. Thank you for asking!

\$1.9 million dollar price tag, on new City Manager's watch, seems like former City Manager had staffer wait until he left, to spring it on the residents. Too expensive.

The new design is fantastic. The old Concession stand is worn out and the bathrooms are gross.

An update of the concession stand would be enough. Improving the food options would also help. Turning the concession stand building into an event venue would take away business from privately own event venues, damaging the community business income, therefore hurting the local economy.

I think IF this is something our beautiful park and beach needs, it should be funded through a capital campaign from external donors that does not involve taxpayers unless they so choose to be a donor. I feel Two Rivers does not raise enough money annually at the concession stand to warrant a high priced, \$2+ Million pricetag to recreate this building. Please, please, please, do not decide to move forward with this plan. Honestly, there is a newer looking steel roof on the building, so general refurbishment should be enough to bring it where it needs to be rather than starting from scratch with a multimillion dollar pricetag. I also would love to see a poll to see how many locals use the beach and concession stand on a regular basis. I have lived here 25+ years and have not set foot on this beach during the time when the concession stand is open even once.

Thanks for asking for my opinion.

Waste of money

Please renovate the existing building.

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I love the idea of improving the concession stand at our beach! My wife and I have often discussed how wonderful it would be to add a second floor to take advantage of the beautiful view and make it available to rent out for weddings and other special occasions. The funds a special events area could generate would help offset the extra cost our community incurs every summer to keep our beach clean, groomed and accessible to all. Updated restrooms and concession areas would also be a great addition.

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Bigger is not always better as it will include more maintenance, higher use of electric and water, more garbage, cleaning. I, personally, love our lil concessions. Updates are needed...bigger handicap stalls, more bathroom stalls, energy efficient everything. Has it been considered to rent a half dozen parking spots to food trucks, like they lease a spot for the busy year then regardless if they show up or not, the spot is paid for? Neshota Park stickers to help offset costs for the whole Park/Beach area, TR residents get one sticker per vehicle registered to TR address? I do love the idea of having another area to rent or dine at, but I don't think the pros overpower the cons. Can the concessions stand be rented to "other" organizations to sell food/drinks for fundraising purposes? I'm not sure if the concessions stand staff is paid but how about allowing students to use volunteering as community service hours with a 100 hour contract so training isn't always happening.

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