



CITY COUNCIL MEETING

Monday, October 07, 2024 at 6:00 PM

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

AGENDA

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

Councilmembers: Mark Bittner, Douglas 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. PUBLIC HEARING

A. Amendment to Conditional Use Permit for Sauve's Auto Service, 1421 Washington Street
Recommended Action:
Motion to approve the conditional use permit, as recommended by the Plan Commission

B. Amendment to Section 10-1-15G(4)(b)[4] of the Zoning Ordinance, Pertaining to Driveways in Front and Street Side Yards
Recommended Action:
Motion to waive reading and approve the Zoning Ordinance amendment, as recommended by the Plan Commission

6. INPUT FROM THE PUBLIC

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

9. CITY MANAGER'S REPORT

A. Invited Guests

1. Terry Ehle, Youth Services Coordinator at Lester Public Library, Recently Named Wisconsin Librarian of the Year

B. Status Update/Reports

1. Staffing Updates
2. Roosevelt Avenue Reconstruction Project
3. In-Person Absentee Voting Begins October 22 for the November 5 General Election
4. Lead Laterals Replacement--Scattered Sites

5. New Street Sweeper in Service
6. Washington Street Bridge Sidewalk
7. Sandy Bay Highlands Phase 3
8. Financing Agreements for Roosevelt Sanitary Sewer, Scattered Site Lead Lateral Replacement will be on the October 21 Agenda
9. 2024 Leaf Pick Up:-October 14 - December 1, Weather Permitting
10. New K-9 Apparel Available for Purchase
11. Upcoming Events:
 - a. Rotary Club of Two Rivers 40th Annual Applefest, Saturday, October 12, Central Park West
 - b. Big Wood Type Letterpress Workshop, Saturday, October 12, Hamilton Wood Type & Printing Museum
 - c. Senior Center Health & Information Fair, Thursday, October 17, Rocheleau Gym, J.E. Hamilton Community House
12. Other

10. CONSENT AGENDA

A. Presentation of Minutes

1. City Council Regular Meeting - September 16, 2024
2. City Council Work Session - September 23, 2024

Recommended Action:

Motion to waive reading and adopt the minutes

B. Minutes of Meetings

1. Plan Commission, September 9 and September 23, 2024
2. Business and Industrial Development Committee - Community Development Authority, September 24, 2024

Recommended Action:

Motion to receive and file

C. Applications and Petitions

1. Application for Temporary Class "B" License for Neshotah Charitable, Foundation Inc., for Badger Night, November 2, 2024, 5:00 PM to 9:00 PM, JE Hamilton Community House

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. Proclamation Declaring the Week of October 6th - 12th, 2024 as Public Power Week

Recommended Action:

Motion to read and adopt the proclamation

B. City Council Consideration of Matters Pertaining to Front Yard Produce Gardens

1. Report from Councilmember D. LeClair, Chair of the Environmental Advisory Board, Regarding 2023-2024 Pilot Program

Recommended Action:

None, information only

2. Consider Requesting Plan Commission Recommendation on Amending the Zoning Code to Allow Front Yard Produce Gardens as a Permitted Obstruction in Front Yards on an Ongoing Basis, Under the Same Parameters as the Current (2023-2024) Pilot Program

Recommended Action:

Motion to refer this request to the Plan Commission for consideration at its October 14, 2024 regular meeting, as recommended by the Environmental Advisory Board

- C.** Amendment to Section 9-2-5 of City Ordinances, Entitled "Loud and Unnecessary Noises, to Modify Provisions Pertaining to Noise From Construction or Repair of Buildings and Operation of Equipment for Property Maintenance

Recommended Action:

Motion to waive reading and adopt the ordinance

- D.** City Manager's Recommended Appointment to Boards and Committees: Environmental Advisory Board - Heather Gross for a Term Expiring May 1, 2026

Recommended Action:

Motion to approve the appointment, as recommended by the City Manager

- E.** Blue Heron Condo Agreement for Provision of Certain City and Utility Services and Waiver and Release of Claims (Includes Minor Modifications to Agreement Previously Approved by City Council on April 29, 2024)

Recommended Action:

Motion to authorize City Manager and City Clerk to sign agreement

- F.** Agreement to Provide Developer Grant from TID No. 12 to Assist Expansion Project at 1419 Washington Street by Lakeshore Commercial, LLC (Landlord of Sauve's LLC, DBA Sauve's Auto Service)

Recommended Action:

Motion to authorize City Manager and City Clerk to sign the agreement

12. FOR INFORMATION ONLY

- A. Personnel & Finance, Thursday, October 10, 2024, 6:00 PM
- B. City Council Regular Meeting, Monday, October 21, 2024, 6:00 PM
- C. City Council Work Session Meeting, Monday, October 28, 2024, 6:00 PM

13. CLOSED SESSION

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

--Discuss possible property purchase

14. RECONVENE IN OPEN SESSION

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

15. ADJOURNMENT

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

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

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

CONDITIONAL USE
PERMIT
City of Two Rivers

Document Number

Permit No. 9-1-2024

Before the City Council of the City of Two Rivers, Manitowoc County, Wisconsin, regarding the premises at 1421 Washington Street in the City of Two Rivers, Manitowoc County, State of Wisconsin, further described as:

ORIG PLAT LOT 3 W 20` OF N 5` OF S 65` & N 40` OF S 60` OF LOT 4 W 50` OF N 85` & N 45` OF S 65` OF LOT 5 & FRL LOT S OF LOT 3 BLK 77

Inspections Department
City of Two Rivers
PO Box 87
Two Rivers, WI 54241-0087

Parcel ID Number: 053-000-077-040.00

Zoning Classification of the Premises is: B-1 Business District/Conditional Use for a Gas Station / Automobile Service
Mailing Address of the Premises Operator: 1421 Washington Street, Two Rivers WI 54241

WHEREAS, the Zoning Code and Zoning District Map of the above named municipality, pursuant to State Statute, state that the premises may not be used for the purpose hereinafter described but that upon petition such use may be approved by the municipality as a Conditional Use in particular circumstances as defined by the standards in the Zoning Ordinance; and

Petition therefore having been made, and public hearing held thereon, and the City Council of the City of Two Rivers having determined that by reason of the nature, character and circumstances of the proposed use, and of the specific and contemporary conditions, permit of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, it is permitted, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of the operation of a Gas Station / Automobile Service

Permitted by action of the City Council of the City of Two Rivers on October 7, 2024.
Original filed in the office of the City Clerk of the City of Two Rivers, Wisconsin

The Conditions of this Permit are:

1. This Permit shall become effective upon the execution and recording by the Owner of the Premises as acceptance hereof.
2. This Permit is subject to the conditions herein and is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Municipality.
3. The operation of the use permitted shall be in strict conformity to the approved conditions identified with this Petition for this Permit and such plans are incorporated herein by reference as if set forth in detail herein.
4. Any substantial change to the use or site as the conditions permitted by the issuance of this Permit would require approval by the Plan Commission and City Council as an amendment to this Permit.
5. This Permit is specifically issued to Lakeshore Commercial LLC and shall lapse upon a change in ownership of the business, tenancy of the subject premises or if the land uses ceases operation for more than 12 months. This permit may be reissued only after a proper application is made to the City as if this permit were being newly issued.
6. Conditions of Operations:
 - a. Hours of operation: 24 hours per day, seven days per week.
 - b. Any outdoor display of merchandise shall be limited to on the fuel islands beneath the canopy not exceeding three feet in height; and, immediately adjacent to the front wall of the building not exceeding the height of the window base.
 - c. A separate Conditional Use Permit shall be required for any land use which would include a drive-thru component.
 - d. Light fixtures under the canopy shall not glare into public streets and shall not glare into adjacent properties. Diffusers shall be installed as necessary to minimize glare of canopy lights.
 - e. Signage in accord with the City's Sign Code.
 - f. All landscaping plantings shall be maintained and kept in good health or be replaced; and all landscaped areas shall be maintained in such a manner to be free of weeds.

SIGNATURES OF PROPERTY OWNER(S) AND PERMITEE(S):

As Owner(s) of the Subject Property, I/we accept and understand the above-described conditions.

Printed Name: _____

Printed Name: _____

STATE OF WISCONSIN
MANITOWOC COUNTY

Personally came before me this _____ day of _____, 2024, the above named _____ and to be the person(s) who executed the foregoing instrument and acknowledge the same.

Amanda Baryenbruch
Notary Public, Manitowoc County, Wisconsin
My commission expires: _____

SIGNATURES - CITY OF TWO RIVERS

Greg Buckley, City Manager

Amanda Baryenbruch, City Clerk

STATE OF WISCONSIN
MANITOWOC COUNTY

Personally, came before me this _____ day of _____ 2024, the above-named Greg Buckley and Amanda Baryenbruch known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Printed Name: _____
Notary Public, Manitowoc County, Wisconsin
My commission expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Adam Taylor, Zoning Administrator

ORDINANCE

An Ordinance to repeal and recreate section 10-1-15 G(b)[4], entitled "Height and area exceptions" in the Municipal Code to provide requirements and standards for provisions on driveway width in the City.

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

SECTION 1. That Section 10-1-15 G(b)[4], entitled "Height and area exceptions" of the Municipal Code shall hereby be amended as follows:

~~(4) Open off street vehicle parking on a paved or graveled driveway, provided no vehicle may be parked within five feet of a front property line or within three feet of a side lot line. The maximum width of driveways on private property shall not exceed 35 percent of the lot width or 35 feet, whichever is less. However, any lot may have a driveway up to 20 feet in width.~~

(4) Open off-street vehicle parking on a paved or graveled driveway, provided no vehicle may be parked within five feet of a front property line, within three feet of an interior side lot line or twenty-five (25) feet of a street side lot line.

The minimum width of any driveway on private property shall be 12 feet. The maximum width of any driveway on private property shall not exceed the width of the garage to which said driveway leads. Maximum width shall not exceed 20 feet for properties with no garage.

Provided, however, that if the driveway width on private property is greater than that driveway's width at the edge of the public right-of-way, there shall be a taper of the driveway on private property that narrows said driveway to the width at the right-of-way. Said taper shall be in a line starting at a point at least five feet from the edge of the right-of-way. Such tapers may be on one or both sides of the driveway.

In addition, driveways may provide access to a parking space located in a side yard and immediately adjacent to the garage, provided that such parking space may be no wider than 12 feet and may not be within three feet of an interior side lot line (twenty-five feet from a street side lot line.) The driveway may be widened beyond the edge of the garage only to the extent necessary to provide access to such parking space.

Driveway width at the edge of the public right-of-way and the width of driveway approaches and curb cuts within the public right-of-way are regulated by Section 4-1-11 of the Code, "Curb Cuts and Driveway Approaches."

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

Dated this 7th day of October, 2024

Scott Stechmesser
President, City Council

Ben Meinnert
Acting City Manager

Attest:

Amanda Baryenbruch
City Clerk

Approved as to form and legality:

City Attorney



CITY COUNCIL MEETING

Monday, September 16, 2024 at 6:00 PM

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

MINUTES

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL BY CITY CLERK

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

ALSO PRESENT: Kassie Paider, Finance Director; Mike Mathis, Parks and Recreation Director; Jeff Dawson, Library Director; Matt Heckenlaible, Public Works Director; Joe Metzen, Tourism Director; Dave Murack, Fire Chief; Rick Powell, IT Supervisor; Andrew Sukowaty, Water Utility Director; Brian Dellemann, Electric Utility Director; Ben Meinnert, Police Chief and Greg Buckley, City Manager

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

None.

5. OATH OF OFFICE AND BADGE PINNING OF POLICE LIEUTENANT MATTHEW LUTZE

Police Chief Meinnert introduced Lieutenant Lutze to the Council and the City Clerk administered the Oath of Office.

6. INPUT FROM THE PUBLIC

Andre Robitaille – 2313 Jefferson Street: Thanked Mr. Buckley and the staff over the weekend for going above and beyond with posting additional information on the agenda packet. Mr. Robitaille had several questions for Ms. McMasters from Clifton Larson Allen LLP regarding the 2023 Audited Financial Statements.

7. COUNCIL COMMUNICATIONS

Letters and other communications from citizens

Councilmember Wachowski reported he received communication from residents asking for a referendum on Council-Mayoral Government and NBC 26 also reported on this topic recently.

Councilmember Shimulunas reported she received an email with a list of the current short-term rentals and questioned if we know how many are licensed versus how many are operating without a license in the city.

Councilmember Bittner reported he received positive feedback on the Paddle Palooza event held over the weekend.

Mr. Buckley reported a representative from the Van der Broh Arboretum has been in communication and there will be a possible meeting with them on September 30.

8. COUNCIL REPORTS FROM BOARDS/COMMISSIONS/COMMITTEES

Councilmember D. LeClair reported on the following committees:

- Mainstreet: The Christmas Parade theme is Christmas Movies for 2024. There will be different storefronts throughout downtown.
- Environmental Advisory Board: There are more videos posted on the EAB website and additional videos are coming. The Board is continuing to work with the Parks and Recreation Department about Paddlers Park. There were an increased number of participants in front yard vegetable gardens for 2024 and they are looking to continue it for the future. November 14 is the first session of the Winter Educational Series.

Councilmember Bittner reported on the Committee on Aging stating they are working on finding resources to help the Fire Department eliminate some EMS calls that are not an emergency.

Councilmember B. LeClair reported on the Public Works Committee stating that the intersection at 22nd Street and Monroe Street has been the subject of numerous complaints, and the Committee is considering addressing them by increasing the size of stop signs at this intersection.

9. CITY MANAGER'S

S REPORT

- A. Invited Guests
 - 1. Representative from Clifton Larson Allen LLP, Presentation of the 2023 Audited Financial Statements

Recommended Action:
Motion to receive and place on file

Elizabeth Masters, representative from Clifton Larson Allen LLP, presented to the City Council.

Motion carried with a voice vote.

Motion made by Shimulunas, seconded by B. LeClair.
 Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski
 There was discussion about having the audit firm attend a future meeting of the Personnel and Finance Committee to discuss the statements in greater detail. Mr. Buckley stated that he would schedule such a meeting for the fourth quarter of this year.

- B. Status Update/Reports
 - 1. Staffing Updates
 - a. Police Department Appointment of Officer Seth Tobison as New School Resource Officer at L. B. Clarke Middle School
 - b. Police Officer Recruitment and Hiring
 - c. Firefighter/Paramedic Recruitment and Hiring
 - d. Administrative Assistant to City Manager/Deputy City Clerk
 - e. City Planner/Community Development Director

Mr. Buckley reported on the ongoing requirements: Police Officer Full Time – conditional offers to 3 finalist candidates selected by the department were approved by the Police and Fire Commission on September 11; Firefighter/Paramedic – interviews completed, recommended hire to Police and Fire Commission will be on Wednesday; City Planner/Community Development Director – Re-advertised with September 20 deadline; City Manager's

2. Roosevelt Street Reconstruction Project

Mr. Buckley reported that the paving subcontractor has completed the parking lane and curb & gutter along the mainline last week. They are now preparing and intending to pave some intersections starting this week, along with driveway approaches, followed up by sidewalks, curb ramps and carriage walks. Overall project is still on track to be completed by the middle of October.

3. 2024 Leaf Pick Up--October 14 - December 1, Weather Permitting

Mr. Buckley reported leaf pickup will start October 14, watch the website and Facebook page for more information.

4. Absentee Ballots for the November 5 Election will be sent on September 19 to all Requests on File; Additional Absentee Ballots will be Mailed Daily as Requested

Mr. Buckley reported the November 5 election is around the corner. Absentee ballots are starting to be mailed on September 19. If interested in requesting a ballot or registering to vote visit myvote.wi.gov

5. Paddle Palooza, Held on Saturday, September 14

Mr. Buckley reported Paddle Palooza had a great turnout over the weekend. Thank you to all the sponsors that make this event possible

6. Explore Two Rivers Car

Mr. Buckley reported on Red Forest Bed & Breakfast Owner Dawn Bopp and her "Explore Two Rivers" car. Tourism Director Joe Metzen reported that Ms. Boppew was inspired to wrap her bar by a banner that depicts her bed and breakfast as part of a Two Rivers Main Street program. She started with the hood which emulates the banner and then recently added the graphics to the side of the car. The car wrap was provided by Lucky Signs and Graphics based in Mishicot, Wisconsin.

7. Upcoming Events:

- a. Fall Book Sale, September 19 - 21, During Regular Hours at the Lester Public Library
- b. Ethnic Fest, Saturday, September 21, 9:30 AM to 6:00 PM, Downtown Two Rivers
- c. Friday Night Live: The Focoustics, Friday, September 27, 7:00 to 9:00 PM, Central Park West

9. Other

Mr. Buckley reported on the sidewalk widening project on the Washington Street Bridge. The sidewalk is being widened by 3 feet to improve safety for pedestrians and bicyclists on this important bike/ped link in the City's trail system. The project is being funded locally through TID 12 (downtown hotel TID), in advance of WisDOT resurfacing of STH 42/Memorial Drive in 2025, a project that will include the bridge traffic lanes. Narrowed traffic lanes on the bridge are still as wide as lanes on Washington Street to the north. City also plans to install pedestrian-activated crossing signals at 12th and Washington in 2025.

C. Legislative/Intergovernmental Update

1. DNR Stewardship Grant Award for Neshotah Park Improvements

Mr. Buckley reported the City received \$209,500 in Stewardship Grant Funds with a \$209,500 Local Match for a total of \$419,000. The project will continue making improvements consistent with the 2023 Neshotah Park Master Plan, including: Removal of the tennis court; east-west trail from concession stand to Garfield Street; north-south trail along Pierce Street to the beach, native plantings and stormwater swales; two new small picnic shelters with tables & grills; interior renovation of the restroom near the horseshoe pits; expansion of parking along Pierce Street; and interpretative and wayfinding signage

2. Other

10. CONSENT AGENDA

- A. Presentation of Minutes
 - 1. City Council Work Session - August 26, 2024
 - 2. City Council Regular Meeting - September 3, 2024
 - 3. City Council Special Meeting - September 11, 2024

Recommended Action:
Motion to waive reading and adopt the minutes

- B. Minutes of Meetings
 - 1. Public Utilities Committee, September 3, 2024
 - 2. Public Works Committee, September 4, 2024
 - 3. Committee on Aging, August 5, 2024
 - 4. Plan Commission, September 9, 2024
 - 5. Advisory Recreation Board, August 14, 2024
 - 6. Police and Fire Commission, September 11, 2024

Recommended Action:
Motion to receive and file

- C. Applications and Petitions
 - 1. Landscaping / Tree Removal License for Bonzi's Tree Service, 3207 Whistle Lane, Two Rivers

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

- D. Department Reports, August, 2024
 - 1. City Clerk
 - 2. Electric
 - 3. Fire
 - 4. Inspections
 - 5. Library
 - 6. Parks & Recreation
 - 7. Public Works
 - 8. Safety
 - 9. Tourism
 - 10. Water

Recommended Action:
Motion to receive and file

- E. Summary of Verified Bills for the Month of August for \$3,410,120.24

Recommended Action:
Motion to receive and file

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

Motion carried with a voice vote.

Motion made by B. LeClair, seconded by Shimulunas.
 Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

11. CITY COUNCIL - FORMAL ITEMS

- A. Amendment to Personnel Policy Appendix B, "Compensatory Time Policy," Further Amending That Policy to Provide that Compensatory Time May Not Be Accrued During the Month of December (Any Overtime Hours Worked in December Will Be Compensated as Paid Overtime)

Recommended Action:

Motion to adopt the amendment, as recommended by the City Clerk/Human Resources Director and City Manager

The City Manager explained that this policy amendment was related to another amendment that was adopted by the City Council earlier in the year, which will result in the carryover of comp time from year to year being phased out for non-union employees over the next three years.

Motion carried with a roll call vote.

Motion made by B. LeClair, seconded by Derby.

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

- B. Ordinance to Amend Various Sections in Chapter 6 of the Municipal Code, Entitled "Fermented Malt Beverages and Intoxicating Liquors" and Chapter 1-2, Entitled "Fees," to Provide Requirements and Standards for Alcohol Licenses

Recommended Action:

Motion to waive reading and adopt the ordinance

Motion carried with a roll call vote.

Motion made by Wachowski, seconded by Petri to adopt the ordinance with an amendment to require of a minimum of 21 days in operation per licensing year, versus 60 days as stated in the proposed ordinance.

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

- C. Recommendations from Plan Commission Meeting of September 10, 2024
 - 1. Request to Rezone 1509 – 19th Street, Parcel 053-000-050-030-.09, from Business (B-1) to Residential (R-3) submitted by Joan Johnson (applicant and owner)

Plan Commission Recommended Action:

Motion to set a public hearing for Monday, October 7, 2024 at 6:00 PM, with recommendation to approve the rezoning as requested, on the condition that the concrete pavement covering the front yard of the parcel and the adjacent terrace area in the public right-of-way be converted to turf grass

City Manager Alternative Recommended Action:

Motion to refer the request back to the Plan Commission for further review

Motion carried with a roll call vote.

Motion made by Bittner, seconded by Brandt, to approve the City Manager’s recommendation and refer this matter back to the Plan Commission.

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

2. Proposed Amendment to Previously Approved PUD Plan Located at 1609 16th St submitted by Brian Laurent, Applicant and Owner

Plan Commission Recommended Action:

Motion to approve the plan, as recommended by the Plan Commission

Motion carried with a roll call vote.

Motion made by Bittner, seconded by B. LeClair, to approve the amendment, with the finding that the change is not substantial and therefore need not be the subject of public hearing prior to City Council approval.

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

City Manager Supplemental Recommended Action:

Approval is made with the Council’s determination that the change as proposed is not deemed “substantial” as that term is used in Section 10-1-41 of the Zoning Code, and therefore need not be the subject of a public hearing

3. Conditional Use Permit for a Gas Station Located at 1421 Washington St, in the B-1 Business District, Submitted by ACE Building Service (Applicant) and Thomas Christensen (Owner)

Plan Commission Recommended Action:

Motion to set a public hearing for October 7, 2024 at 6:00 PM

Motion carried with a roll call vote.

Motion made by Petri, seconded by D. LeClair.

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

4. Modifications to Driveway Regulations in the Zoning Code

Plan Recommended Action:

Motion to waive existing Zoning Code regulations for new residential construction and to direct staff to prepare a more complete amendment to the Zoning Code language on driveways for further consideration

City Manager’s Alternative Recommendation: Refer an alternative amendment to Zoning Code language on driveways, developed by staff, back to the Plan Commission for review and recommendation

Mr. Buckley noted that staff’s proposed amendment has been reviewed with local builder Jim Reif, who attended the September Plan Commission meeting to address this subject; Mr. Reif has indicated his support for the amendment.

Motion made by Wachowski, seconded by B. LeClair to waive the current Zoning Code regulations and advise staff to prepare a more complete amendment to the Zoning Code for future action.

Wachowski rescinded his motion after the Council was advised by the City Manager and the City Attorney that “waiving” Zoning Code provisions would require a Zoning Code amendment, which would need to be preceded by a public hearing.

Following further discussion, motion made by Wachowski, seconded by B. LeClair, to refer City staff’s recommended Zoning Code amendment to the Plan Commission for review, and request that the Plan Commission meet before the Council meeting on October 7 to consider

this amendment, so the Council can hold a public hearing and take action at the City meeting on October 7, 2024 at 6:00 PM.

Motion carried with a roll call vote.

12. FOR INFORMATION

- A. Personnel & Finance-Start Review of Budget, Monday, September 23, 2024, 6:00 PM
- B. City Council Work Session Meeting, Monday, September 23, 2024, 6:00 PM
- C. City Council Regular Meeting, Monday, October 7, 2024, 6:00 PM

13. CLOSED SESSION

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

- Discuss possible property acquisition
- Discuss possible assistance to development project

Motion carried with a roll call vote.

Motion made by Shimulunas, seconded by Petri to enter into in closed session at 8:04 PM. Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

Council President Scott Stechmesser noted an additional topic to be considered in the closed session: The City Council reserves the right to enter into Closed Session, per Wisc. Stats 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

- Consider to participate or opt-out of class action lawsuit regarding PFAS with Tyco Fire Products LLC

14. RECONVENE IN OPEN SESSION

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

Motion carried with a voice vote.

Motion made by Wachowski, seconded by B. LeClair to reconvene in open session at 9:11 PM Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski

Motion made by Wachowski, seconded by Petri to opt-out of the PFAS settlement of the class action litigation involving Tyco Fire Products LLC Voting Yea: Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski Voting Nay: Bittner

15. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn this meeting at 9:13 PM.

Motion carried with a voice vote.

Motion made by Wachowski, seconded by Derby.

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



Monday, September 23, 2024 at 6:00 PM
Council Chambers - City Hall, 3rd Floor
1717 E. Park Street, Two Rivers, WI 54241

MINUTES

1. CALL TO ORDER

This meeting was called to order by President Stechmesser at 6:04 PM.

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

Also Present: Andrew Sukowaty, Water Director; Brian Dellemann, Electric Director; Mike Mathis, Parks & Recreation Department; Matt Heckenlaible, Public Works Director; Ben Meinnert, Police Chief; Dave Dassey, IT and Greg Buckley, City Manager

4. ACTION ITEMS

A. Resolution Authorizing Grant Application to Wisconsin Department of Natural Resources Urban Forestry Program

Recommended Action:

Motion to waive reading and adopt the resolution

Motion carried with a roll call vote. Motion made by Bittner, seconded by Shimulunas. Voting Yea: Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski.

B. Consideration of Matters Pertaining to Provision of Electric Service to the Van Der Brohe Arbortum, 3800 Lincoln Ave

Recommended Action:

Council discretion

Moved item 4.B. to Closed Session.

5. DISCUSSION ITEMS

A. Proposed Amendment to Noise Ordinance, Regarding Construction Activity

Recommended Action:

Discussion only; to be presented for action on October 7 meeting

Mr. Buckley gave a summary of the existing language that has conflicting provisions on construction noise. Council members expressed interest in seeing a possible ordinance amendment that would allow construction noise and noise from operation of certain property maintenance equipment, without decibel limits, from 7:00 AM to 9:00 PM daily. There was consensus that staff will develop a proposed ordinance amendment for consideration by the City Council.

B. Discussion Regarding Properties at Columbus Industrial Park

Recommended Action:

Discussion only; may require action item on future agenda

Section 10, Item A.

Council members and staff discussed recent interest in commercial development of the corner parcel at 18th and Hawthorne. Council members stated concerns that commercial development of this parcel might have negative impacts for nearby residential properties. Some interest was expressed in making the property available for residential development.

There was also discussion about developing a screened City DPW material storage area on the City-owned parcel that is the location for a cell tower. This would allow the City to move this land use from its current lakefront location, next to the DPW facilities.

C. Topics of October Work Session

1. Short-Term Rentals
2. Lighting Regulations
3. Other

6. CLOSED EXECUTIVE SESSION

Motion to enter into Closed Session at 6:45 PM, per Wisc. Stats 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investment of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- Discuss possible assistance to development projects
- Discuss possible property purchase
- Discuss possible property sale

Motion carried upon a roll call vote. Motion made by Petri, seconded by B. LeClair. Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski.

7. RECONVENE IN OPEN SESSION

Motion to reconvene in open session at 7:43 PM consider possible actions in follow-up to closed session discussions.

Motion carried with a voice vote. Motion made by B. LeClair, seconded by Derby. Voting Yea: Bittner, Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski.

Motion by Wachowski, seconded by Petri to not consent for WPS power from Town of Two Rivers to City of Two Rivers. Motion carried with a roll call vote. Voting Yea: Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski. Abstain: Bittner.

8. ADJOURNMENT

Motion to dispense with the reading of the minutes of this meeting and adjourn this meeting at 7:44 PM.

Motion carried with a voice vote. Motion made by Wachowski, seconded by B. LeClair. Voting Yea: Brandt, Derby, B. LeClair, D. LeClair, Petri, Shimulunas, Stechmesser, Wachowski. Abstain: Bittner.

Respectfully submitted,

Lisa Kuehn
Deputy City Clerk

**CITY OF TWO RIVERS
BUSINESS AND INDUSTRIAL DEVELOPMENT COMMITTEE
AND
COMMUNITY DEVELOPMENT AUTHORITY
Tuesday, September 24, 2024, 5:15 PM
3rd Floor City Council Chamber – City Hall**

Call to Order

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

Roll Call

BIDC members present were Greg Coenen, Shannon Derby, Tracey Koach, Keith Lyons, Scott Steckmesser and Dan Wettstein. BIDC members absent and excused: Betty Bittner, Dave Kalista, and Tom Christensen. It was noted that there was a quorum of the 9-member BIDC present.

CDA members present were, Greg Coenen, Shannon Derby, Tracey Koach, Keith Lyons and Scott Stechmesser.. CDA members absent and excused: Betty Bittner and Dave Kalista It was noted that there was a quorum of the 7-member CDA in attendance.

Others present: Greg Buckley.

CDA Items: Matters Related to Phase 3 & 4, Sandy Bay Highlands Subdivision

- A. Information/Discussion Only: Manitowoc County Homebuilders Parade of Homes, Sept. 12-14
--The City Manager reported that signage for Phase 3 was installed in time for the Parade of Homes, which included a custom home by Jim Reif Builders at the corner of Lake Breeze Way and Orchard Lane. There was also a display with copies of the preliminary Phase 3 & 4 plat, in the garage of the tour home in question. Both Mr. Reif and realtor Amy Townsend, who had an open house at a spec house in the subdivision, reported a strong interest from several parties in Phase 3 lots.
- B. Information/Discussion Only: Status of Finalizing Subdivision Plat; Conveyance
--Mr. Buckley also reported on the status of the final plat for Phase 3, which has now been filed with the State of Wisconsin; the State has 30 days to review and approve. Once approved by the State, the City Manager will be requesting City Council approval for conveyance of the Phase 3 lots to the CDA, and the CDA will be in a position to set prices and list the lots with a realtor.
- C. Action Item: Status of Realtor Listing Agreement
Mr. Buckley noted that the CDA at its August regular meeting had directed that a realtor Request for Proposals be prepared for Phase 3. He added that such an RFP has not been finalized, and he would not propose seeking proposals until the CDA officially owns the property. He requested that the CDA, in the interest of addressing any interest in Phase 3 lots as expeditiously as possible, consider authorizing a listing contract with the current listing realtor for the subdivision, Amy Townsend of Berkshire Hathaway, once the CDA owns the lots and through at least 2024 year-end. He noted that he had discussed this proposal with CDA member Betty Bittner, who seconded the motion at the August meeting, and she supports such a contract.

Following discussion, Keith Lyons moved, supported by Tracey Koach, to authorize a listing contract for Phase 3 lots with Amy Townsend/Berkshire Hathaway, from the time the CDA takes ownership of the lots through December 31, 2024. The motion was approved by voice vote, without dissent.

BIDC and CDA
September 24, 2024
Page 2

CDA Items: Matters Related to Land Uses at Columbus Industrial Park

A. Information/Discussion Only: Alternative Uses for Corner Parcel at 18th and Hawthorne

--Mr. Buckley reported that his office within the past three months had received inquiries from two different parties who were interested in possible commercial uses for this approximately 2-acre parcel. He further reported that he had discussed this interest with the City Council, which had concerns about the possible negative neighborhood impacts from such uses; there was, however, some interest in residential uses for this lot, which abuts other residential properties.

B. Information/Discussion Only: Proposed City Use of Lot for Screened Material Storage and Processing—Discussed at a Prior Meeting

--The City Manager reported that City Engineer Matt Heckenlaible will probably be at the October or November CDA meeting with a formal proposal for this proposed use—neighboring property owners would be informed of the meeting, so they have the opportunity to attend and present any questions or concerns.

BIDC and CDA Informational Items:

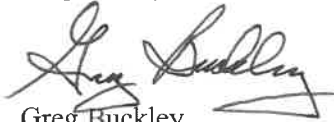
The City Manager provided updates on each of the following:

- Status of Pop-Start Restaurant Group Project at 1033 22nd Street
- Status of US Bank Washington Street Property
- Starbucks Planned Opening
- Woodland Industrial Park Lot Sale to Rush Logistics
- Other

Adjournment

Motion was made by Tracey Koach, supported by Dan Wettstein, to adjourn the meeting at 5:47 PM. Motion carried by voice vote, without dissent.

Respectfully Submitted,



Greg Buckley
City Manager



MINUTES

1. CALL TO ORDER

Greg Buckley called the meeting to order at 5:30 PM.

2. ROLL CALL

Present: Greg Buckley, Rick Inman, Kay Koach, Kristin Lee, Matt Heckenlaible, and Adam Wachowski.

Also Present: Steve Bacalzo, Doug Brandt, Bonnie Shimulunas, Mike Johnson, Paul Secker, Colleen Inman, Jeff Gordon, Derek Petska, Tom Christensen, Keith Laurent, Brian Laurent, Parker Reif, Jim Reif, and Recording Secretary Adam Talor.

3. ACTION ITEMS

A. Request to rezone 1509 – 19th Street, Parcel 053-000-050-030.09, from Business (B-1) to Residential (R-3) submitted by Joan Johnson (applicant and owner).

A motion was made to recommend the rezoning request to the City Council on the condition that turf grass shall be planted in the front yard and terrace area.

Motion made by Heckenlaible, seconded by Koach.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

B. Request to rezone 2114 East River Street, Parcel 053-000-027-021.08, from Residential (R-3) to Residential (R-4) submitted by Steve Bacalzo on behalf of Lamplighter Rentals LLC (applicant and owner).

Staff found that there are up to 8 different properties in the surrounding area operating as a 3- or 4-unit dwelling. Staff is not sure how long these properties have been operating as such. Plan Commission staff lean towards allowing the properties to exist as non-conforming uses. The City plans on contacting the City Attorney on how to proceed with this item.

A motion was made to table the meeting for October to allow staff to obtain more information.

Motion made by Wachowski, seconded by Lee.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

C. Review proposed amendment to a previously approved PUD plan located at 1609 – 16th S submitted by Brian Laurent, applicant and owner.

A motion was made to recommend the plan amendment and garage proposal to the City Council.

Motion made by Wachowski, seconded by Inman.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

D. Request for a Conditional Use Permit for a gas station located at 1421 Washington St, in the B-1 Business District, submitted by ACE Building Service (applicant) and Thomas Christensen (owner).

A motion was made to recommend approval of the CUP to the City Council.

Motion made by Koach, seconded by Wachowski.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

E. Review of Site and Architectural Plan for Sauve’s Auto Service addition, located at 1421 Washington St, submitted by ACE Building Service (applicant) and Thomas Christensen (owner).

Sauve’s Auto Service would like to expand the business, creating a total square footage of 6,600 square feet and a parking lot with 18 parking spaces. The recent land combination CSM allowed for enough space to expand the business.

The Plan Commission discussed the following revisions required on the plan:

- Revise the plan to define an area for the dumpster
- The area for tire storage shall be screened off
- ADA Parking space is required

A motion was made to approve the plan as presented with the above revisions and encouragement for curbing of the landscape area.

Motion made by Wachowski, seconded by Inman.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible, Wachowski.

Motion Carried

*Matt Heckenlaible takes his leave for an emergency at 6:30pm.

F. Review and recommend modifications to the driveway regulations.

In 2022 the Plan Commission reviewed modifications to the driveway regulations. It is now being brought to the attention of the Plan Commission again. The Plan Commission staff along with Jim Reif (Jim Reif Builders) discussed amending the current ordinance for driveways.

A motion was made to recommend the City Council to waive the existing driveway regulations for new construction homes and for staff to work out a more complete amendment to the code.

Motion made by Wachowski, seconded by Inman.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Wachowski.

Motion Carried

4. ADJOURNMENT

Motion to adjourn at 7:00 PM.

Motion made by Wachowski, seconded by Inman.

Respectfully submitted, Adam Taylor, Recording Secretary



MINUTES

1. CALL TO ORDER

Greg Buckley called the meeting to order at 5:30 PM.

2. ROLL CALL

Present: Greg Buckley, Rick Inman, Kay Koach, Kristin Lee, and Matt Heckenlaible.

Excused: Adam Wachowski.

Also Present: Doug Brandt and Recording Secretary Adam Talor.

3. ACTION ITEMS

- A. Further consideration of an Amendment to Section 10-1-15G(4)(b)[4] of the zoning ordinance, pertaining to driveways in front and street side yards – Referred back to Plan Commission by the City Council for recommendation prior to a scheduled October 7, 2024 Public Hearing.**

A motion was made to recommend the City Council to adopt the changes to the proposed ordinance to allow for wider driveways on private property.

Motion made by Inman, seconded by Koach.

Roll Call Vote:

Voting Yea: Buckley, Inman, Koach, Lee, Heckenlaible.

Motion Carried

4. ADJOURNMENT

Motion to adjourn at 5:45 PM.

Motion made by Koach, seconded by Heckenlaible.

Respectfully submitted, Adam Taylor, Recording Secretary

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

Part A: Organization Information		
1. Organization Name Neshotah Charitable Foundation Inc		
2. Organization Permanent Address Po Box 519		
3. City Two Rivers	4. State WI	5. Zip Code 54241
6. Mailing Address (if different from permanent address)		
7. FEIN 26-1507902	8. Date of Organization/Incorporation 01/04/10	9. State of Organization/Incorporation Wisconsin
10. Phone (920) 657-1284	11. Email mlent66142@aol.com	
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
Rohrer	Kelly	President	(920) 905-2787
Handlos	Kelly	Vice President	(920) 242-5294
Watry	Jenny	Secretary	(920) 901-0598
Lenth	Michael	Treasurer	(920) 657-1284

Continued →

Part C: Event Information

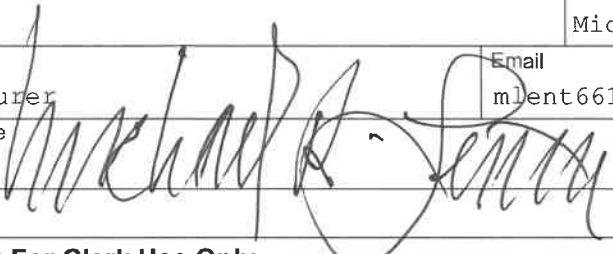
1. Name of Event (if applicable) Badger Night			
2. Dates of Operation 11-2-2024		3. Hours of Operation 5-9	
4. Premises Address Two Rivers JE Hamilton Community House			
5. City Two Rivers		6. State WI	7. Zip Code 54241
8. County Manitowoc	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Two Rivers</u>		10. Aldermanic District
11. Organizer of Event (if not the named applicant) Michael Lenth		12. Email and/or Phone Number for Organizer of Event mlent66142@aol.com	
13. Organizer Website neshotahfoundation.org		14. Event Website https://www.neshotahfoundation.org/badger	
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. The beverages will be served adjacent to the GYM area and in the GYM area on the same floor. Storage will be at both of the serving locations or in locked closet in the hall.			

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 Lenth	First Name Michael	M.I. M
Title Treasurer	Email mlent66142@aol.com	Phone (920) 657-1284
Signature 		Date 25 Sept 2024

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	



TWO RIVERS
WISCONSIN

Section 10, Item C.

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

Neshotah Charitable Foundation Inc
Organization

[Handwritten Signature]
Signature

Michael R Lentz
Printed Name

26 September 2024
Date

**CITY OF TWO RIVERS
PUBLIC POWER WEEK PROCLAMATION**

WHEREAS, we, the citizens of the City of Two Rivers, place high value on local control over community services and therefore have chosen to operate a community-owned, locally controlled, not-for-profit electric utility and, as consumers and owners of our electric utility, have a direct say in utility operations and policies; and

WHEREAS, Two Rivers Utilities provides our homes, businesses, social service, and local government agencies with reliable, efficient, and cost-effective electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

WHEREAS, Two Rivers Utilities is a valuable community asset that contributes substantially to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness and

WHEREAS, Two Rivers Utilities is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place in which to work and live;

NOW, THEREFORE BE IT RESOLVED, that Two Rivers Utilities will continue to work to bring lower-cost, safe, reliable electricity to community homes and businesses just as it has since 1902, the year when the utility was created to serve all the citizens of Two Rivers; and

BE IT FURTHER RESOLVED, that the week of October 6th-12th, be designated as Public Power Week in order to honor Two Rivers Utilities for its contributions to the community and to make its consumer-owners, policy makers, and employees more aware of its overall contributions to their well-being; and

BE IT FURTHER RESOLVED, that our community joins hands with more than 2,200 other public power systems in the United States that through local, community-ownership ensure cost-cutting service for electricity customers;

THEREFORE, the City Council of the City of Two Rivers hereby proclaims the week of October 6th-12th, 2024, as

PUBLIC POWER WEEK

Dated this 7th day of October, 2024



Lisa Kuehn <liskue@two-rivers.org>

Present to Plan Commission & CC 2024 Front Yard Vegetable Garden

Darla LeClair <dleclair@two-rivers.org>

Thu, Oct 3, 2024 at 10:08 AM

To: Susan Reilly <susrei@two-rivers.org>, Lisa Kuehn <liskue@two-rivers.org>

Hi - here's what I sent out. We are on track. Thanks guys!

Get TypeApp for Android

On Sep 23, 2024, at 11:40 AM, Darla LeClair <dleclair@two-rivers.org> wrote:

Hello everyone. Well, we've come to the end of this year's growing season. I hope you all had fun with this initiative & had an abundant harvest.

I have been asked if we will have this program again next year. The goal is to take us off "pilot" status and continue on with the program as a regular recurring event.

The Plan Commission will be meeting October 14th to discuss & reach a decision if they will or won't recommend continuing the program. I'll be there to hopefully give them an update on the program & state our case.

Their decision is not the final decision but rather a recommendation to the Council. But it's always a good thing to have their support.

The next step is bringing the recommendation to council for public hearing, debate & vote on November 4th. This is the final decision so if you are able to attend it will be very helpful for the council to hear what you have to say.

I would appreciate it if you could send me a short blurb/testimonial before the November meeting as to your experience - reason for participating, your satisfaction, how we can make the program better, what impact it may have had and perhaps an anecdote. I will include these in my distributed report to the council that will give them more info on which to make an informed decision.

If you have any questions please call me - I'd love to hear from you. 920-645-4896

Thanks, Darla

Get TypeApp for Android

**CITY OF TWO RIVERS
ORDINANCE**

An Ordinance to amend Section 9-2-5 of the Municipal Code of the City of Two Rivers, Wisconsin, limiting Loud and Unnecessary Noises within the City, based on the recommendation of the Public Works Director:

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

SECTION 1. Section 9-2-5 B. (7) of the Municipal Code of the City of Two Rivers, Wisconsin is hereby amended, renumbered, and merged with Section 9-2-5 C. (2)., which section shall now read as follows:

“Section 9-2-5. - Loud and Unnecessary.”

“C. (2). Reserved for future use.”

SECTION 2. Section 9-2-5 E. of the Municipal Code of the City of Two Rivers, Wisconsin is hereby amended, renumbered, and merged with Section 9-2-5 C. (2)., which section shall now read as follows:

“Section 9-2-5. - Loud and Unnecessary.”

“E. Reserved for future use.”

SECTION 3. Section 9-2-5 B. (7) of the Municipal Code of the City of Two Rivers, Wisconsin, having been amended, renumbered, and merged with Section 9-2-5 C. (2)., shall now read as follows:

“Section 9-2-5. - Loud and Unnecessary.”

“B. (7). *Construction or repair of buildings.* Construction activity shall be permitted without limitation as to the amount, type, or decibel level of noise created by such activity between the hours of 7:00 a.m. to 9:00 p.m., provided, however, the city manager shall have the authority and discretion, pursuant to the objectives of this section and considering the unique circumstances of any given request, to grant a permit for construction activity during any period necessary or to limit the allowable hours during which construction activities may be carried out above the sound levels set in this section

at a particular location. Construction activity shall include activities involved in the erection, excavation, demolition, alteration, or repair of any building as well as the related operation of heavy equipment or large vehicles which cause loud or unusual noise.”

SECTION 4. Section 9-2-5 B. (10) of the Municipal Code of the City of Two Rivers, Wisconsin, is established and shall read as follows:

“B. (10). *Operation of certain equipment.* Lawn mowers, chainsaws, powered garden equipment, and other non-construction maintenance equipment shall be operated only during the hours between 7:00 a.m. and 9:00 p.m. unless within the specified noise levels set in this Section 9-2-5, as measured at the property line of the location at which said equipment is in use, provided, however, the city manager shall have the authority, pursuant to the standards within this section, to grant a permit for the use of any such equipment during any period necessary.”

SECTION 5. This ordinance shall take effect and be enforced from and after the date of its passage and publication.

Adopted by the Council of the City of Two Rivers, Manitowoc County, Wisconsin this 7th day of October, 2024.

Scott Stechmesser
President, City Council

Gregory E. Buckley
City Manager

Attest:

Amanda Baryenbruch, City Clerk

Approved as to form and legality:

Sean P. Griffin, City Attorney



TWO RIVERS
WISCONSIN

Committee Volunteer Application

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

Name (Last, First, Middle): Gross, Heather J

Home Address: 2304 14th Street, Two Rivers, WI 54241

Phone: 920-636-5982 **Email:** heather@wildfloweroutdoors.net

Employer/Business: Wildflower Outdoors

Employer Address: 1705 East Street, Two Rivers, WI 54241

Occupation: Owner

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

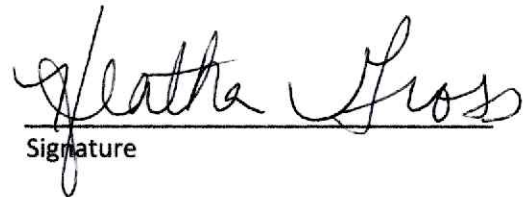
Environmental Advisory Board

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

I have a Bachelor's Degree in Math/Science education and have prior experience teaching science at the elementary, middle and high school level. I also currently own a retail store dedicated to selling products to avid outdoors people with a focus on specializing in environmentally friendly and sustainable items.

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

No



Signature

9/28/24

Date

AGREEMENT FOR PROVISION OF CERTAIN CITY AND UTILITY SERVICES
AND WAIVER AND RELEASE OF CLAIMS

Agreement entered into as of this ____ day of October, 2024, by and between the City of Two Rivers, Wisconsin a municipal corporation (the “City”) and the Blue Heron Condominium, An Expandable Condominium Owners Association, LTD., with its principal place of business at P.O. Box 144, Two Rivers, WI 54241 and 1527 Deer Brook Drive, Two Rivers, Wisconsin 54241 (the “Association”).

WHEREAS, the City Council of the City has established a policy under which the City provides certain maintenance services to privately owned water and sewer facilities of condominiums and other developments, subject to certain terms and conditions, including a waiver and release of liability against the City; and

WHEREAS, the Association desires to enter into an agreement for provision of such services by the City, and for Fall leaf collection along the private roadways within the Association, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. The Association has requested, and the City hereby agrees to provide the Association, routine flushing services to water mains and sanitary sewer mains owned by the Association, at the Blue Heron Condominium Development, described in Exhibit A attached hereto and made a part hereof, on the same terms and in the same manner as the City provides such service for publicly owned water and sanitary sewer mains in other areas of the City.
2. In addition, the City shall provide emergency services in the event the sewer mains in the Blue Heron Condominium Development become blocked. Such emergency services shall consist of using City’s personnel and equipment to make a reasonable effort to clear such blockage. In the event that the blockage cannot be cleared by the City, the Association will be required to make arrangements with outside resources to address such blockage.
3. The City accepted responsibility for the sanitary sewer lift station that serves the Blue Heron Condominium Development in 1992, upon recommendation of its Plan Commission. The City shall be responsible for all maintenance, operational, and capital costs associated with said lift station.

4. The City shall have the sanitary sewer system within the Development inspected by means of closed-circuit televising (CCTV) equipment or other method that will provide real-time documentation as to the condition of the sanitary sewer system. Such inspection shall be completed within eighteen months following the date of execution of this Agreement. Additional such inspections shall be completed by the City in the future, when other such inspections are completed in the area. The City shall not be subject to any claims or liability if it declines to make such additional inspections. It is agreed that the City shall have no obligations regarding the maintenance or repair of the sanitary sewer system within the Development beyond what is expressly stated in this Agreement. A copy of the inspection report resulting from such an inspection shall be provided to the Association upon written request.
5. The Association will be responsible for repairing all water main and sanitary sewer main defects, including but not limited to, leaks, breaks, inoperable equipment and valves, access structures, adjustments, and covers which are identified during routine flushing service, inspections, or during emergency service responses.
6. In addition, the City shall collect leaves from along the edges of the private roadways (identified as Blue Heron Drive and Deerbrook Drive) within the development, on the same schedule, terms, and manner as Fall leaf collection services are provided to properties abutting public streets in other areas of the City.
7. The Association hereby grants to the City an easement providing the City with access to the private roadways identified herein and extending for a distance of six feet past the edge of pavement on those roadways as necessary for the City to provide the services identified above.
8. If the services identified herein are provided by the City, the Association, for itself, its heirs, personal and legal representatives, successors, and assigns, including any condominium unit owners, waives and releases any and all claims, damages, causes of action, or liabilities of any natures whatsoever, known or unknown, ("Claims") against the City, its officers, officials, agents, and employees arising therefrom, relating to or arising from the provision of such services, except only such claims as arise from the reckless or intentional acts of a City employee or the City, and shall indemnify and hold the City harmless from any such Claims.

9. This provision shall not be deemed a waiver of the limitation of amounts recoverable against the City, its officers, officials, agents, and employees provided under § 893.80(3) of the Wisconsin Statutes or other applicable law, nor shall it be deemed a waiver of the City's ability to claim immunity as provided in § 893.80(4) of the Wisconsin Statutes, or other applicable law. In addition, this provision does not constitute a waiver of the requirements imposed by § 893.80 of the Wisconsin Statutes, or any other applicable law, for bringing claims against the City, its officers, officials, agents, or employees.
10. The Association agrees to obtain and maintain at all times insurance providing coverage against any claims of the kind described in Section 8 hereof, if available, on terms and with policy limits and insurers acceptable to the City. The City shall not be liable under this Agreement for any damages covered by such insurance.
11. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other portion of this Agreement, or the remaining portion of the applicable provision. Each provision is separable.
12. The Association agrees that it shall comply with all applicable state, federal and local laws, rules and regulations in the construction, operation and maintenance of its sewer and water facilities.
13. Except as specifically set forth herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any other person or entity other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement. Neither party to this Agreement shall be deemed to be the agent of the other, except as expressly stated herein.
14. The Association may not assign its rights or obligation under this Agreement without the written consent of the City.
15. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal and legal representatives, successors, and assigns.
16. This Agreement shall remain in full force and effect for a term of ten (10) years following signature by the City and the Association; provided further that:
 - A. The Association and the City hereby declare their intent to

meet and review the terms of this Agreement within the six-month period preceding the end of such ten-year period, with the intent of negotiating a new Agreement; and

- B. If neither party to this Agreement notifies the other party of its intention to not renew this Agreement, at least 120 days in advance of its ten-year anniversary, then this Agreement shall be automatically extended for an additional one-year term; this Agreement shall similarly be automatically extended for one-year terms thereafter if such notice to notice to not renew is not provided at least 120 days in advance of the end of any such one-year extension; and
- C. Either party to this Agreement may terminate this Agreement at any time, without cause, upon 120 days written notice to the other party.

CITY OF TWO RIVERS

BY: _____ Dated: _____
GREGORY E. BUCKLEY, CITY MANAGER

BY: _____ Dated: _____
AMANDA BARYENBRUCH, CITY CLERK

BLUE HERON CONDOMINIUM, AN EXPANDABLE CONDOMINIUM OWNERS ASSOCIATION, LTD.

BY: _____ Dated: _____
Print Name and Sign Below

10/02/2024

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF TWO RIVERS AND LAKESHORE COMMERCIAL, LLC**

SECTION 1: PREAMBLE

This Agreement (“Agreement”) is made as of the ____ day of _____, 2024 between the City of Two Rivers, Wisconsin, a municipal corporation (hereinafter “City”) and Lakeshore Commercial, LLC, a Wisconsin limited liability company (hereinafter “Lakeshore”). The parties are collectively referenced hereinafter as “The Parties.”

The City wishes to assist in the successful redevelopment of 1421 Washington Street, Two Rivers, (the “Development Site”) further described in Exhibit A, to enhance the tax base and increase job opportunities in the community. To that end, City has adopted, effective May 30, 2024, Amendment Number 2 to the Project Plan for Tax Incremental District No. 12 (“TID 12”). Said amendment was submitted on August 20, 2024, to the Wisconsin Department of Revenue for its review and approval as required by Wisconsin law.

Project Plan Amendment Number 2 for TID 12 specifically provides for a TID cash grant of up to \$150,000 to Lakeshore to assist in financing the “Project,” as defined herein.

Lakeshore proposes to renovate and expand the building at 1421 Washington Street. The “Project” is the expansion of an existing auto service business by adding office space and more service bays. Plans for the Project are included as Exhibit B hereto. Lakeshore estimated the total cost of the proposed improvements to be \$650,000 at the time the City prepared Project Amendment Number 2 for TID 12; that total cost has since increased to \$908,754 per the Project Budget attached hereto as Exhibit C. Based on that increased cost for the Project, this Agreement provides for a TID cash grant of \$200,000.

Lakeshore has represented and hereby affirms that the Project is contingent upon City assistance in the form of the “TIF Grant” described herein.

By Wisconsin State Statutes § 66.1105(2)(f)(2)d, the terms for any TID-funded cash grant to Lakeshore must be addressed in a written economic development grant agreement. This agreement is intended to serve as such agreement and is subject to approval by the Two Rivers City Council.

SECTION 2: DEFINITIONS

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

(1) "Development Site" is defined as the project location of 1421 Washington Street which consists of two parcels, as further described in Exhibit A.

(2) **“Available Tax Increment”** means, for any given Revenue Year, an amount equal to the Tax Increment attributable to the Development Site, which shall be calculated by subtracting Base Taxes for the Development Site from the property taxes attributable to the Development Site for the Revenue Year in question

(3) **“Base Taxes”** means the real property taxes payable for Tax Year 2024 based on the assessed value of the Development Site as of January 1, 2024.

(4) **“City Assistance”** means the TIF Grant described herein.

(5) **“Memorandum”** means a short form memorandum of this Agreement recorded in the real estate records. The Parties agree that the form of memorandum attached hereto as Exhibit D is acceptable to both parties.

(6) **“Private Financing”** means private equity, bank loans or financing from other, non-City sources necessary to fully fund the Project Budget attached hereto as Exhibit C

(7) **“Project”** means the expansion of an existing auto service business consistent with the Project Plans in Exhibit B and Project Budget in Exhibit C.

(8) **“Project Commencement Deadline”** means December 31, 2024.

(9) **“Project Completion Deadline”** means December 31, 2025.

(10) **“Revenue Year”** means any calendar year in which the City is reasonably expected to receive the revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2026 is the Revenue Year for the 2025 Tax Year based on the real estate valuation as of January 1, 2025.

(11) **“Tax Year”** means each calendar year for which real and personal property taxes are levied.

(12) **“TIF Grant”** means a “pay as you go” grant of the Available Tax Increment Financing for development of the Project in the amount of \$200,000.

(13) **“TIF Grant Installment Amount”** for each Revenue Year (commencing in Revenue Year 2027) means the Available Tax Increment for such Revenue Year which has been appropriated by the City Council to payment of the TIF Grant provided, however, that no event shall the cumulative total of all such TIF Grant Installment Amount payments exceed the total TIF Grant.

(14) **“TIF Grant Payment Deadline”** means December 1, 2027, for Revenue Year 2027, and on each anniversary thereof for each subsequent Revenue Year.

SECTION 3: OBLIGATIONS OF LAKESHORE

- A. Secure all necessary Private Financing for the Project (including a firm commitment for permanent take-out financing for any construction financing) as defined herein, and shall provide proof of such financing to the City, not later than December 31, 2024.
- B. Obtain all necessary permits and approvals not later than December 31, 2024.

- C. Commence construction of the Project not later than December 31, 2024.
- D. Complete the Project not later than December 31, 2025.
- E. Provide the City with documentation of Lakeshore’s expenditure of at least \$~~900750~~,000 for the Project between the date of this Agreement and March 31, 2026. Such documentation must be provided to the City not later than April 30, 2026, and shall consist of copies of contractor and vendor invoices and copies of cancelled checks or other documentation acceptable to the City evidencing the payment of such invoices.
- F. Continue to own and operate the Project in the City of Two Rivers throughout the term of this Agreement.
- G. Make timely payment of City property taxes, City special assessments and special charges, as well as City utility bills, throughout the term of this Agreement.

Lakeshore must comply with Obligations A. through G. above to qualify for the grant assistance addressed in this Agreement. Failure to do so may result in the City declaring Lakeshore in default of this Agreement and withholding TID 12 grant payments pending such default being cured. Failure by Lakeshore to cure such defaults in a timely manner may result in the City terminating this Agreement, in which case any TID 12 grant funds already paid to Lakeshore by the City shall be immediately due and payable by Lakeshore to the City.

SECTION 4: OBLIGATIONS OF THE CITY

- A. Provided that Lakeshore is not in default of its obligations under this Agreement, the City shall pay to Lakeshore the TIF Grant in installments each Revenue Year beginning in 2027 based on the Available Tax Increment for such Revenue Year and subject to the terms and conditions below and in the remainder of this Agreement. In addition to any other terms and conditions stated in this Agreement, this obligation of the City shall be contingent upon approval by the Wisconsin Department of Revenue of Amendment No. 2 to the TID 12 Project Plan, submitted to that agency by the City on August 20, 2024.
- B. The TIF Grant shall be payable solely from each Available Tax Increment which has been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes and appropriated by the City Council to payment of the TIF Grant. The TIF Grant shall be payable in annual installments on or before the TIF Grant Payment Deadline of each Revenue Year, commencing with Revenue Year 2027 (based on the Available Tax Increment generated in Tax Year 2026) and on each TIF Grant Payment Deadline thereafter (based on Available Tax Increment generated in the immediately preceding Tax Year) in an amount equal to the TIF Grant Installment Amount for the respective Revenue Year; provided, however, that the City may, at its option and in its sole discretion, prepay the TIF Grant in whole or in part at any time.
- C. If the total TIF Grant Installment Amount payments have been insufficient to pay the full TIF Grant by December 31, 2046, then the TIF Grant shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and Lakeshore shall have no right to receive any additional payments.

- D. The amount of the TIF Grant shall not exceed \$200,000. No interest rate shall be applied to the amount owed to Lakeshore under the TIF Grant.
- E. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the TIF Grant. All Tax Increments received by the City which are not appropriated to pay the TIF Grant may be used by the City for any legally permitted purpose, in its sole discretion. The application of Available Tax Increments to payment of the TIF Grant each year is subject to future annual appropriation by the City Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increment will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to ~~Lakeshore-Lakeshore~~. Any Tax Increment which is not appropriated and allocated toward the Available Tax Increment may be used by the City for any legally permitted purpose, in its sole discretion.
- F. **Termination of Obligation.** The City's Obligation to Lakeshore under this Agreement shall terminate, once the City has paid the TIF Grant, in full, or as of December 31, 2046, regardless of whether there remains an outstanding balance, or if this Agreement is terminated for any other reason provided herein.

Additionally, the City's Obligation terminates if the Development Site becomes exempt from real property taxes, in any tax year after the date of signing of this Agreement.

SECTION 5: DEFAULT; REMEDIES; FORCE MAJEURE

- A. **Notice of Default and Right to Cure.** In the event of any default in or any breach of this Agreement or any of its terms or conditions by any party hereto, the non-defaulting party shall give written notice of the default to the defaulting party. The defaulting party may then cure such default or breach within ten (10) business days in the event of a monetary default or within thirty (30) calendar days in the event of a non-monetary default after receipt of such notice. In the event the non-monetary breach or default cannot reasonably be cured within said thirty calendar day period, the defaulting party shall not be in default hereunder if it timely commences to cure such default within said period and diligently pursues the cure and cures the same within a reasonable time thereafter. If the default or breach is not timely cured under this subsection, the non-defaulting party may exercise any right or remedy provided for herein.
- B. **Remedies.** Subject to the notice of default and opportunity to cure provisions above, the parties may exercise any rights or remedies provided for by law or equity in the event of any default in or breach of this Agreement by the other party, including but not limited to termination of this Agreement, an action for specific performance and an action for the recovery of damages. All rights and remedies may be exercised independently or concurrently. The election of one remedy does not preclude the pursuit of other remedies, unless otherwise provided for by law.
- C. **Waiver.** Any delay by a party in instituting or prosecuting any action or proceeding or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way. The parties intend by this provision that no party should be constrained in its efforts to resolve any issues that may arise, and hereby intend to avoid the risk of

being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches or otherwise, or to be compelled to exercise such remedy at a time when it may still hope otherwise to resolve the issue created by the default involved. No waiver in fact made by either party with respect to any specific default by the other party under this Agreement shall be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by such defaulting party under this Agreement, or with respect to the default except to the extent specifically waived in writing.

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

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

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

SECTION 6: TERM

Unless terminated early in accordance with this Agreement, the term of this Agreement (the "Term") shall be for a period commencing upon the Effective Date of this Agreement and expiring on December 31, 2046.

SECTION 7: NOTICES AND DEMANDS

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

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

For Lakeshore :
Lakeshore Commercial, LLC.
Thomas Christensen, Member
1421 Washington Street
Two Rivers, WI 54241

SECTION 8: MISCELLANEOUS

- A. **Approvals.** Whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are authorized or required, such approvals, authorizations, determinations, satisfactions, or waivers shall be effective and valid only when given in writing, signed by the party's duly authorized representative. Except as otherwise set forth herein, wherever any approval is required by the terms of this Agreement and request or application for such approval is duly made, such approval shall not be unreasonably withheld.
- B. **Waiver; Amendment.** No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and Lakeshore, and then only to the extent specifically set forth in writing.
- C. **Entire Agreement.** This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the Parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.
- D. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of Lakeshore and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement. Without limiting the foregoing, no approvals given pursuant to this Agreement by Lakeshore or the City, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to the subject matter of this Agreement.
- E. **Severability.** If any provision of this Agreement is held invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement, which shall continue in full force and effect.
- F. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors, transferees and permitted assigns. The obligations of Lakeshore hereunder run with the land and bind any subsequent owners in title to the Development Site.
- G. **Municipal Approvals; Compliance with Law.** The provisions of this Agreement shall not vest any rights in Lakeshore to any municipal approvals required under applicable law. Nothing contained in this Agreement is intended to or has the effect of releasing Lakeshore from compliance with any applicable

laws, rules, regulations and ordinances, including the obligation to secure usual and customary building permits and approvals, in addition to compliance with all terms, conditions and covenants contained in this Agreement.

- H. City's Right of Immunity.** Nothing contained in this Agreement constitutes a waiver of the City's ability to assert its rights of immunity to tort claims under applicable law. Under no circumstances shall any alderperson, council member, officer, official, director, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- I. Governing Law.** This Agreement is governed by, and must be interpreted under, the internal laws of the State of Wisconsin. Any suit arising or relating to this Agreement must be brought in Manitowoc County, Wisconsin.
- J. Time is of the Essence, Deadlines.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor. In the event a deadline herein falls on a non-business day, the deadline shall be deemed to fall on the next following business day.
- K. Relationship of Parties.** This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and Lakeshore .
- L. Captions and Interpretation.** The captions of the articles and sections of this Agreement are to assist the parties in reading this Agreement and are not a part of the terms of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the plural includes the singular.
- M. Counterparts/Electronic Signature.** This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties. Facsimile signatures and PDF email signatures shall constitute originals for all purposes.
- N. Exhibits.** All exhibits reference herein are incorporated by reference.

[Signature page follows.]

Dated as of the date first listed above.

City of Two Rivers, Wisconsin
A Municipal Corporation

By: _____
Gregory E. Buckley City Manager

By: _____
Amanda Baryenbruch, City Clerk

Lakeshore Commercial, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENTS

STATE OF WISCONSIN)
) SS
COUNTY OF MANITOWOC)

Personally appeared before me this ___ day of _____, 2024, the above-named Gregory E. Buckley as City Manager of the City of Two Rivers and Amanda Baryenbruch as City Clerk of the City of Two Rivers, to me known to be such City Manager and City Clerk of the City, by its authority, and acknowledge the same.

Notary Public, State of Wisconsin

STATE OF WISCONSIN)
) SS
COUNTY OF MANITOWOC)

Personally appeared before me this ___ day of _____, 2024, the above named _____, to me known to be such person and acknowledge the same.

Notary Public, State of Wisconsin

Exhibit A

Legal Description:

PARCEL 1: 053-000-077-050.07

The North 85 feet of the West 50 feet of Lot Number Five (5); and also the South 65 feet of Lot Number Five (5); EXCEPTING THEREFROM the South 20 feet thereof; all in Block Number Seventy-seven (77) of the Original Plat of the City of Two Rivers, Wisconsin, according to the Recorded Plat thereof

AND

The South 60 feet of the East 40 feet of Lot Number Four (4), EXCEPTING THEREFROM the South 20 feet thereof; and also the South 65 feet of the West 20 feet of Lot Number Four (4), EXCEPTING THEREFROM the South 20 feet thereof; all in Block Number Seventy-seven (77) of the Original Plat of the City of Two Rivers, Wisconsin, according to the Recorded Plat thereof

AND

All of Lot Number Three (3) in Block Number Seventy-seven (77) of the Original Plat of the City of Two Rivers, together with the fractional lot in said Block adjoining said Lot 3 on the South and used in connection therewith; all according to the Recorded Plat of the City of Two Rivers.

PARCEL 2: 053-000-077-041.09

The West 20 feet of the North 85 feet of Lot Number Four (4); and also The East 10 feet of the North 85 feet of Lot Number Five (5); All in Block Number Seventy-seven (77) of the Original Plat in the City of Two Rivers, according to the Recorded Plat thereof.

Project Location also known as: 1421 Washington Street, Two Rivers, WI 54241

Image:



Exhibit B

DRAFT

Exhibit C

Project Budget

Building Rehabilitation: \$750,000 to \$1,000,000

Total Project Cost: \$1,000,000

DRAFT

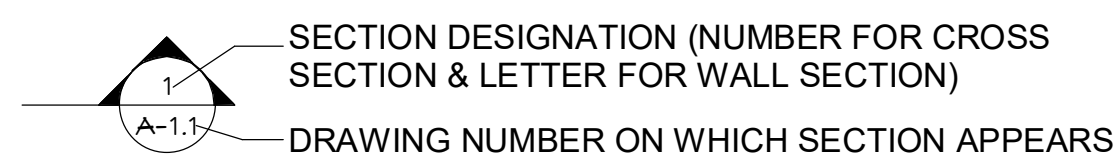
A NEW BUILDING ADDITION FOR: SAUVE'S AUTO TWO RIVERS, WISCONSIN

MATERIAL INDEX-PLANS,SECTIONS

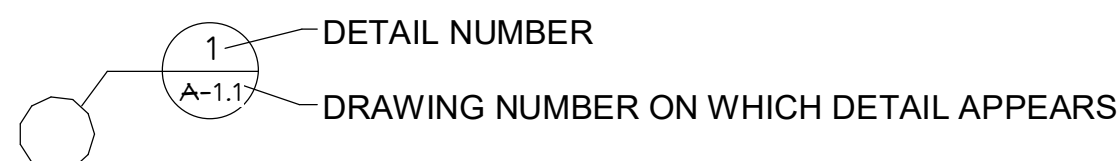
	EARTH		RIGID INSULATION		ROUGH LUMBER/ BLOCKING
	COMPACTED FILL		BATT INSULATION		PLYWOOD
	GRAVEL FILL		DRYWALL		FINISHED LUMBER
	POURED CONCRETE/ PRECAST		STEEL		EXISTING WALL TO BE REMOVED
	CONCRETE BLOCK		SPRAY FOAM INSULATION		EXISTING WALL TO REMAIN
	FACE BRICK		BITUMINOUS PAVING		CONSTRUCT NEW WALL

REFERENCE SYMBOLS

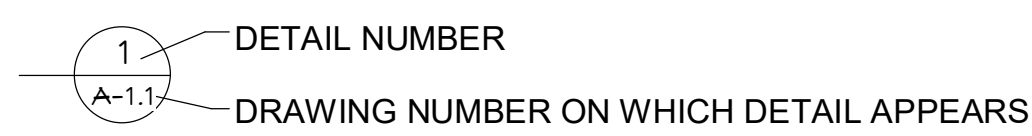
SECTION CUT SYMBOL (WALL SECTIONS)



PLAN DETAIL / ENLARGED PLAN SYMBOL



DETAIL CUT SYMBOL



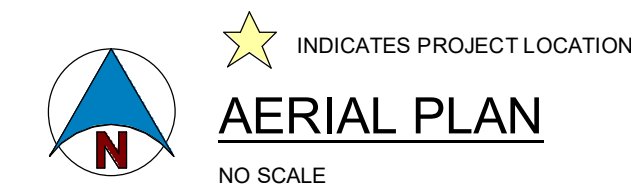
DRAWING SYMBOLS

	DOOR TAG
	REVISION NUMBER
	GLAZING TAG
	COLUMN LINE DESIGNATION- NEW
	WALL TYPE
	STAIRWAY DIRECTION INDICATION
	KEYNOTE MARK - ACCESSORIES
	KEYNOTE MARK - DEMOLITION NOTES
	KEYNOTE MARK - PLAN NOTES
	SPOT ELEVATION MARKER

PROJECT DATA	
GOVERNING AUTHORITY - WISCONSIN DEPT. OF COMMERCE SAFETY AND BUILDINGS DIVISION	
REFERENCED CODE	INTERNATIONAL BUILDING CODE 2015
CLASS OF CONSTRUCTION	III-B
OCCUPANCY CLASSIFICATION	BUSINESS (B), STORAGE (S-1)
LOCAL ZONING AUTHORITY	CITY OF TWO RIVERS
BUILDING SPRINKLED	NO (NO CHANGE)
BUILDING AREA:	
FIRST FLOOR EXIST. BUILDING:	2,967 S.F.
FIRST FLOOR NEW ADDITION:	3,645 S.F.
PROJECT AREA:	4,110 S.F. (INCLUDING INTERIOR REMODEL @ EXIST. WAITING AREA)
TOTAL BUILDING SQ. FT.:	6,632 S.F.

PROJECT LOCATION

1421 WASHINGTON STREET
TWO RIVERS, WISCONSIN 54241



IMPORTANT NOTES:
INFORMATION SHOWN ON THESE DRAWINGS (FOR PLUMBING, HVAC, ELECTRICAL AND FIRE PROTECTION) IS FOR GENERAL DESIGN INTENT/BIDDING PURPOSES ONLY.

ALL CONTRACTORS TO COMPLY WITH ALL LOCAL/STATE CODES AND ORDINANCES.

ALL PLUMBING, HVAC, ELECTRICAL AND FIRE PROTECTION CONTRACTORS ARE RESPONSIBLE FOR DESIGN, STATE SUBMITTAL AND ALL FEES/PERMITS ASSOCIATED WITH THESE TRADES FOR COMPLETION OF WORK OUTLINED.

IMPORTANT CONTRACTORS NOTES:
ALL CONTRACTORS TO SUBMIT DESIGN/BUILD (PLUMBING, HVAC, ELECTRICAL AND FIRE PROTECTION) DRAWINGS FOR OWNER REVIEW PRIOR TO STARTING WORK.

NOTE:
ALL TRADES SHALL CROSS REFERENCE ALL CONSTRUCTION DOCUMENTS FOR COORDINATION AND SCOPE OF WORK.

NOTE:
ALL PRODUCT SUBSTITUTIONS MUST BE SUBMITTED TO ARCHITECT PRIOR TO BIDDING.

SHEET INDEX

GENERAL
C-S COVER SHEET

ARCHITECTURAL
D-1.0 DEMOLITION PLAN
A-1.1 OVERALL FLOOR PLAN
A-2.1 ROOM FINISH SCHEDULE, INTERIOR WALL TYPES, & ENLARGED TOILET ROOMS
A-3.1 OPENING SCHEDULE, DOOR & FRAME ELEVATIONS
A-3.2 CASEWORK ELEVATIONS & DETAILS
A-4.1 EXTERIOR ELEVATIONS
A-4.2 EXTERIOR ELEVATIONS
A-5.1 BUILDING SECTIONS
A-6.1 WALL SECTIONS
A-6.2 WALL SECTIONS
A-6.3 WALL SECTIONS
A-6.4 PIT SECTIONS
A-7.1 DETAILS
A-8.1 ROOF PLAN
A-9.1 REFLECTED CEILING PLAN

STRUCTURAL
S-0.0 GENERAL NOTES
S-0.1 GENERAL NOTES & STRUCTURAL LOADS
S-1.0 FOUNDATION PLAN
S-2.0 ROOF FRAMIN PLAN
S-4.0 FOUNDATION DETAILS & SCHEDULES
S-4.1 FOUNDATION DETAILS
S-4.2 GENERAL FRAMING NOTES & DETAILS
S-4.3 FASTENING SCHEDULES & DETAILS
S-4.4 MASONRY SCHEDULES & DETAILS

REV. BY	DATE	REVISION DESCRIPTION

ACE BUILDING SERVICE
OUR REPUTATION IS OUR FOUNDATION
3510 SOUTH 26TH STREET | MANITOWOC, WISCONSIN 54220
PHONE 920-682-6105 | WWW.ACEBUILDINGSERVICE.COM

Civil & Structural
A DIVISION OF ACE BUILDING SERVICE

SMI
SUPERVISING PROFESSIONAL

PROJECT INFORMATION:
SAUVE'S AUTO
TWO RIVERS, WISCONSIN

THIS PLAN AND IDEAS EXPRESSED HERE-IN ARE THE PROPERTY OF A.C.E. BUILDING SERVICE, INC. THESE PLANS SHALL NOT BE SHARED BY VISUAL MEANS OR REPRODUCED WITHOUT THE CONSENT OF A.C.E. BUILDING SERVICE, INC.

SHEET INFORMATION
A.C.E. JOB NO.
DATE: 08-19-2014
DRAWN BY: DAH
SCALE: As indicated

COVER SHEET

SHEET

C-S

GENERAL FLOOR PLAN NOTES:

- CONTRACTOR TO PROVIDE ALL NECESSARY PERMITS & FEES REQUIRED TO COMPLETE THE PROJECT.
- CONSTRUCTION & INSTALLATION SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE & NATIONAL BUILDING CODES & THE AMERICANS WITH DISABILITY ACT.
- ALL NEW WALLS SHALL BE CONSTRUCTED AS PER THE WALL TYPE & SHALL BE CARRIED TO THE STRUCTURE ABOVE, UNLESS OTHERWISE NOTED. PREPARE ALL SURFACES FOR FINISHES INDICATED.
- CONTRACTOR TO PROVIDE BLOCKING OR GROUTED CMU CORES FOR ALL WALL SUPPORTED CASEWORK, TOILET ACCESSORIES, HANDRAILS, EQUIPMENT, DOOR STOPS, SHELVING, ETC. AS REQUIRED.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH EQUIPMENT MANUFACTURERS TO ENSURE APPROPRIATE ROUGH IN CLEARANCE FOR EQUIPMENT INSTALLATION & USE.
- DO NOT SCALE THE DRAWINGS.
- ALL DIMENSIONS AND INTERIOR WALL THICKNESSES ARE FROM THE FINISHED FACE OF WALL TO FINISHED FACE OF WALL, UNLESS NOTED OTHERWISE.
- ALL FURNITURE AND EQUIPMENT NOT SPECIFICALLY NOTED ON PLANS SHALL BE SUPPLIED AND INSTALLED BY OWNER. CONTRACTOR SHALL COORDINATE ALL ELECTRICAL & DATA OUTLETS, ETC. W/ FINAL FURNITURE LAYOUT DRAWINGS.
- ALL DOOR OFFSETS (HINGE SIDE) TO BE A MINIMUM OF 4", UNLESS NOTED OTHERWISE.
- ALL GYP. BOARD SHALL RETURN TO ALL WINDOW/DOOR FRAMES AT JAMBS & HEAD, TYPICAL, UNLESS NOTED OTHERWISE.
- GENERAL CONTRACTOR TO COORDINATE WHETHER ANY CMU CORES NEED GROUTED FOR WALL-MOUNTED EQUIPMENT.
- REFER TO SITE PLAN SHEET FOR CONCRETE WALK LAYOUT.
- BULL-NOSE CMU REQUIRED AT CORNERS- REFER TO INTERIOR WALL TYPES FOR ADD'L. INFORMATION.

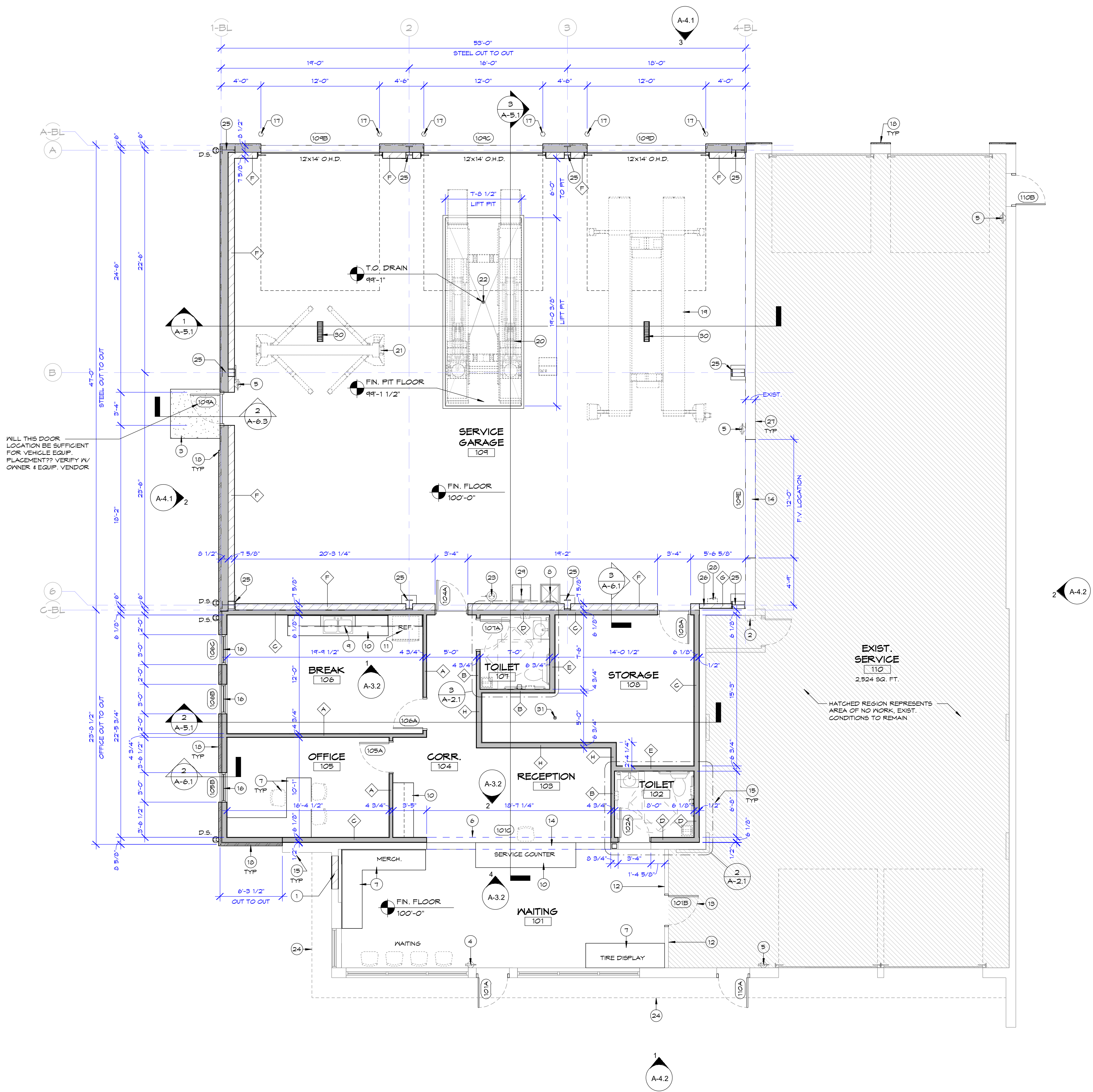
STANDARD FLOOR PLAN NOTATION:

- INDICATES EXIT LIGHTS (SEE LIFE-SAFETY PLAN SHEET, REFL. CLG. PLANS AND ELECTRICAL PLANS FOR LOCATIONS)
- INDICATES SEMI-RECESSED FIRE EXTINGUISHER CABINET
- INDICATES FIRE EXTINGUISHER - MIN. 10# "A-B-C" (UNLESS NOTED OTHERWISE) OR OTHER AS REQ'D. BY STATE AND/OR LOCAL CODE. SEE SPECIFICATIONS. (MOUNT AT 4'-0" A.F.F. MAX. TO TOP/EXTINGUISHER.)
- FLOOR DRAIN
- CATCH BASIN
- INDICATES WALL TYPES, REFER TO INT. WALL TYPES FOR INFORMATION.
- DOWN-SPOUT

KEYED PLAN NOTES

1	DEMO EXISTING DOOR & INFILL WITH NEW WALL. NEW WALL TO MATCH EXISTING WALL CONSTRUCTION.
2	EXISTING ELECTRIC PANEL, CONDUIT, & WIRING TO REMAIN.
3	CONCRETE SToop SLAB WITH FROST-WALL FOUNDATION. 2" RIGID INSULATION INSTALLED UNDER SToop SLAB. REFER TO SECTIONS & STRUCTURAL DRAWINGS, TYP.
4	EXISTING FIRE EXTINGUISHER TO REMAIN IF ACCEPTABLE PER CODE. VERIFY WITH FIRE INSPECTOR.
5	NEW WALL MOUNTED FIRE EXTINGUISHER, REFER TO LIFE SAFETY PLANS FOR MORE INFO.
6	DASHED LINE REPRESENTS CEILING/SOFFIT OVERHEAD. REFER TO REFLECTED CEILING PLANS FOR MORE INFO.
7	FURNITURE/EQUIPMENT BY OWNER.
8	NEW MOP SINK W/ MOP HOLDER.
9	SINK BY PLUMBING CONTRACTOR.
10	CASEWORK BY CABINETRY PROVIDER. PROVIDE GROMMETS AS NEEDED.
11	REFRIGERATOR BY OWNER. PROVIDE WATER LINE AS NEEDED. VERIFY WITH PLUMBING CONTRACTOR.
12	PROVIDE NEW GYP. BD. & PLASTER @ EXISTING WALL. (WAITING ROOM SIDE ONLY).
13	NEW DOOR IN EXISTING ROUGH OPENING. PATCH WALL AS REQUIRED FROM DEMO WORK. SEE OPENING SCHEDULE FOR NEW DOOR INFO.
14	NEW WALL OPENING IN EXISTING CMU WALL. PROVIDE NEW LINTEL AS NEEDED, REFER TO STRUCTURAL DRAWINGS.
15	NEW 2x6 WOOD STUD FURRING WALL TO BE HELD 1/2" OFF OF EXISTING CMU WALL. TYP.
16	PROVIDE NEW SOLID SURFACE SILL WITH DRYWALL RETURNS AT HEAD & JAMBS OF NEW WINDOW.
17	6" DIAMETER STEEL PIPE BOLLARD (COORDINATE EXACT LOCATION WITH OVERHEAD DOOR SUPPLIER). FILLED SOLID W/ CONG. FRIMED. PROVIDE PLASTIC SLEEVE COVER (COLOR:T.B.D.). REFER TO TYPICAL BOLLARD DETAILS FOR MORE INFO.
18	HORIZONTAL METAL ACCENT PANEL INSTALLED OVER METAL LINER PANEL.
19	ROTARY ALIGNMENT FOUR POST VEHICLE LIFT. PROVIDED & INSTALLED BY OWNER & OWNER'S VENDOR. COORDINATE ANY NECESSARY M.E.P. ITEMS WITH PERTINENT CONTRACTOR(S).
20	HUNTER RX-12 SCISSOR LIFT. WITH FLOOR PIT. PROVIDED AND INSTALLED BY OWNER & OWNER'S VENDOR (CENTERED ON MIDDLE SERVICE BAY). CONTRACTOR SHALL INSTALL A P.V.C. CONDUIT TO LIFT CONTROL BOX. VERIFY PLACEMENT AND CONDUIT SIZE WITH VENDOR. & OWNER. ELECTRICAL CONTRACTOR TO PROVIDE ELEG. CONNECTION AND DROP DOWN DUPLEX OUTLET W/ REEL TO LIFT. VERIFY LOCATION WITH OWNER. SEE FLOOR PIT SECTIONS FOR MORE INFO.
21	ROTARY SPO16/20 TWO POST LIFT. PROVIDED & INSTALLED BY OWNER & OWNER'S VENDOR. COORDINATE ANY NECESSARY M.E.P. ITEMS WITH PERTINENT CONTRACTOR(S).
22	FLOOR DRAIN, BY PLUMBING CONTRACTOR. (PITCH SLAB TO DRAIN). REFER TO PIT SECTIONS & PLUMBING DRAWINGS FOR MORE INFO.
23	EMERGENCY EYE WASH, BY PLUMBING CONTRACTOR.
24	DASHED LINE REPRESENTS EXISTING SOFFIT ABOVE.
25	COLUMN PER PEMB SUPPLIER.
26	PROVIDE 6" CMU WALL, HERE AS NEEDED FOR EXISTING WALL JOG. CAN USE 8" CMU IF THERE'S ENOUGH CLEARANCE. VERIFY IN FIELD.
27	RELOCATE EXISTING ELECTRICAL, GAS, WATER, & AIR LINES AS NEEDED FOR NEW WALL OPENING. VERIFY EXACT EXTENTS ON SITE.
28	NEW ELECTRICAL PANEL, PROVIDED BY ELECTRICAL CONTRACTOR.
29	NEW UTILITY SINK, BY PLUMBING CONTRACTOR.
30	2'-0" LONG X 6" WIDE AGO TRENCH DRAIN. VERIFY EXACT LOCATION WITH VEHICLE LIFT PROVIDER & PLUMBER (CENTER ON GARAGE BAY).
31	FLOOR DRAIN, BY PLUMBING CONTRACTOR.

GENERAL NOTE:
ONLY NEW DOORS & WINDOWS ARE TAGGED ON FLOOR PLAN. ALL EXISTING DOORS & WINDOWS ARE UNTAGGED & SHALL REMAIN AS-IS, UNLESS OTHERWISE NOTED.



FIRST FLOOR PLAN
A-1.1
3/16" = 1'-0"

REV. BY	DATE	REVISION DESCRIPTION

ACE BUILDING SERVICE
OUR REPUTATION IS OUR FOUNDATION
3510 SOUTH 28TH STREET, MANTOWOC, WISCONSIN 54220
PHONE 920-682-6105 | WWW.ACEBUILDINGSERVICE.COM

Civil & Structural
A DIVISION OF ACE BUILDING SERVICE

SMP
SUPERVISING PROFESSIONAL

SAUVE'S AUTO
TWO RIVERS, WISCONSIN

PROJECT INFORMATION:

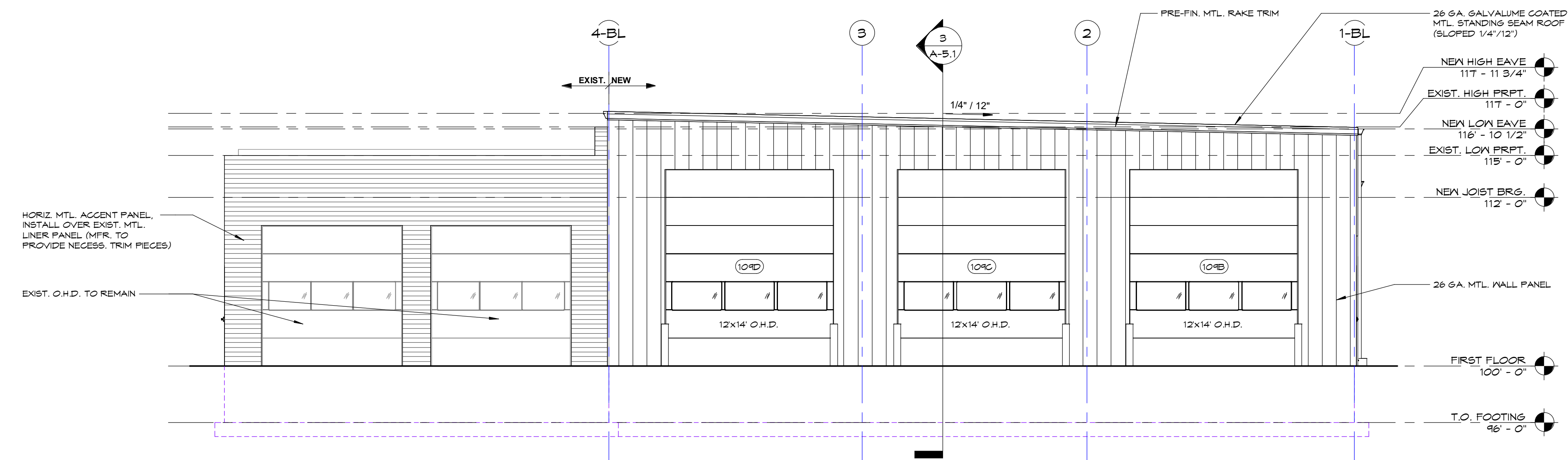
THIS PLAN AND IDEAS EXPRESSED HERE-IN ARE THE PROPERTY OF A.C.E. BUILDING SERVICE, INC. THESE PLANS SHALL NOT BE SHARED BY VISUAL MEANS OR REPRODUCED WITHOUT THE CONSENT OF A.C.E. BUILDING SERVICE, INC.

SHEET INFORMATION	
A.C.E. JOB NO.	
DATE:	08-19-204
DRAWN BY:	DAH
SCALE:	As indicated
FIRST FLOOR PLAN	
SHEET	
A-1.1	

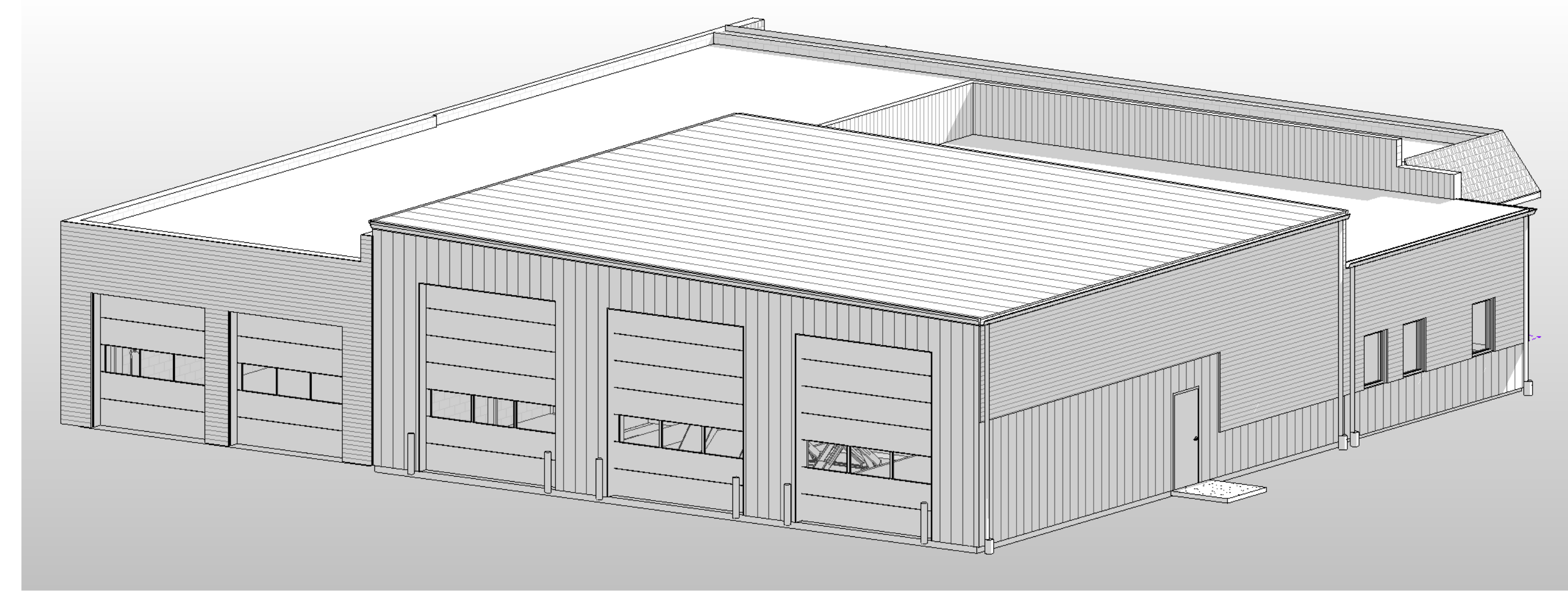
REV. BY	DATE	REVISION DESCRIPTION

OUR REPUTATION IS OUR FOUNDATION
 3510 SOUTH 28TH STREET | MANTOWOC, WISCONSIN 54220
 PHONE 920-682-6105 | WWW.ACEBUILDINGSERVICE.COM

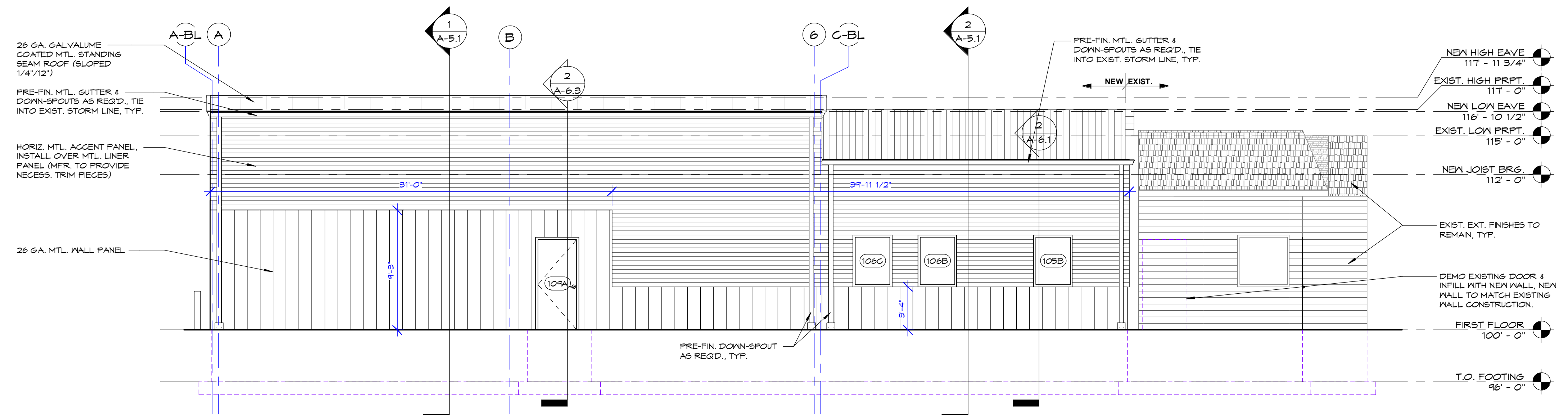
ACE BUILDING SERVICE
 A DIVISION OF **Civil & Structural**
 SMI
 SUPERVISING PROFESSIONAL:



3 BUILDING ELEVATION - EAST
 A-4.1 3/16" = 1'-0"



1 3D - NORTHEAST PERSPECTIVE



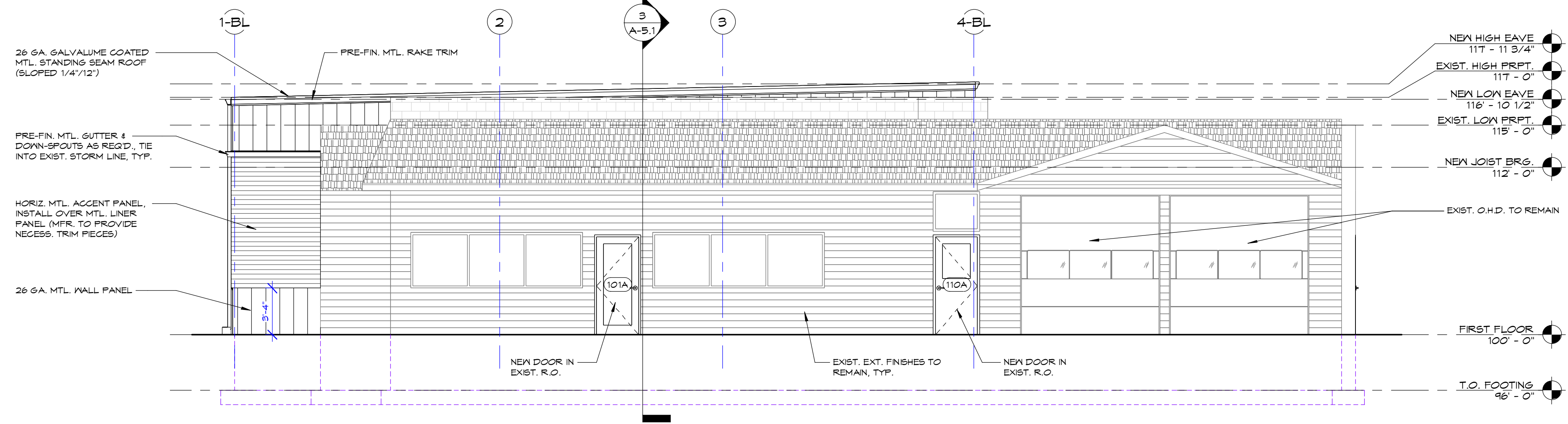
2 BUILDING ELEVATION - NORTH
 A-4.1 3/16" = 1'-0"

PROJECT INFORMATION:
SAUVE'S AUTO
 TWO RIVERS, WISCONSIN

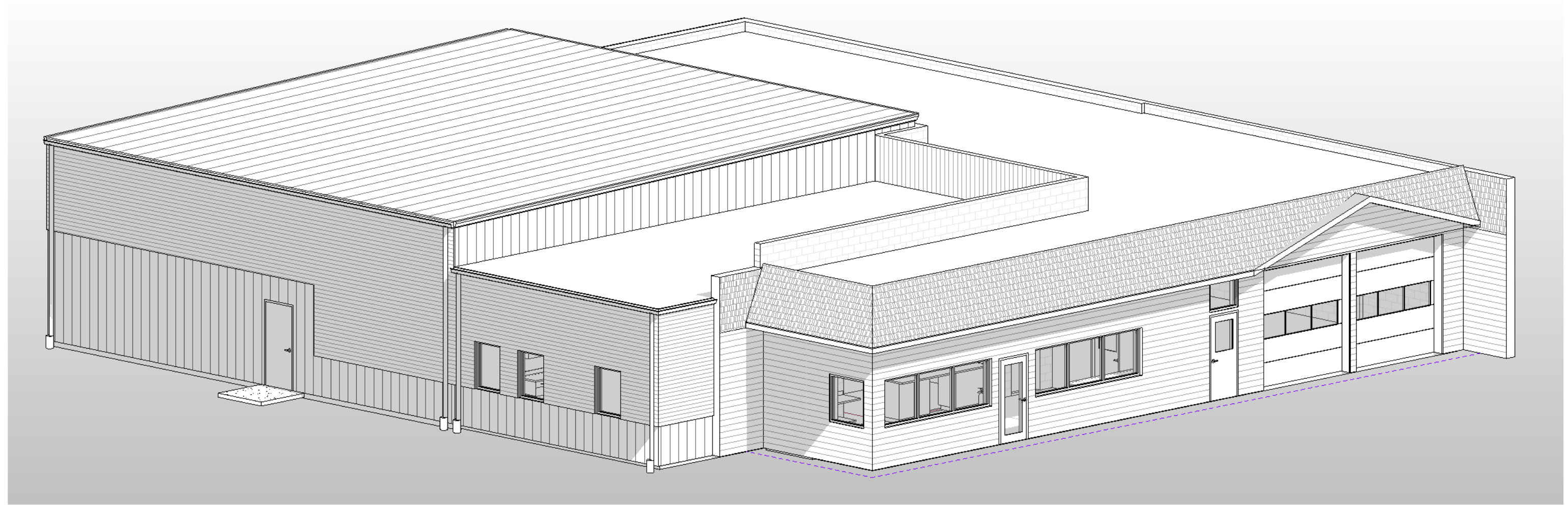
THIS PLAN AND IDEAS EXPRESSED HERE-IN ARE THE PROPERTY OF A.C.E. BUILDING SERVICE, INC. THESE PLANS SHALL NOT BE SHARED BY VISUAL MEANS OR REPRODUCED WITHOUT THE CONSENT OF A.C.E. BUILDING SERVICE, INC.

SHEET INFORMATION
 A.C.E. JOB NO.
 DATE: 08-19-204
 DRAWN BY: DAH
 SCALE: 3/16" = 1'-0"
 EXTERIOR ELEVATIONS

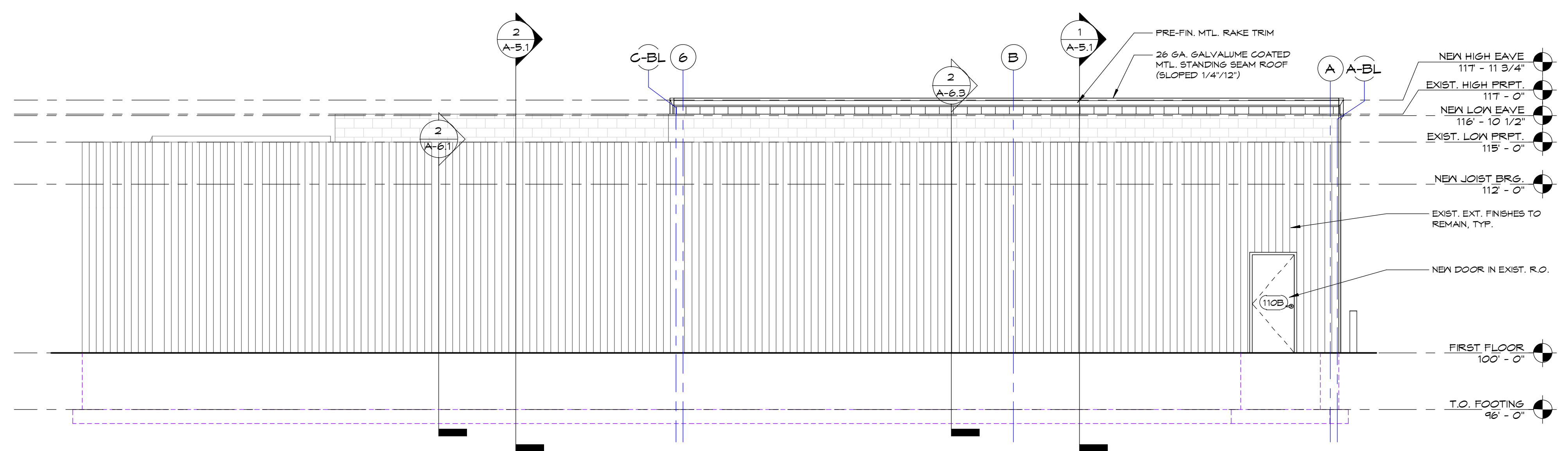
SHEET
A-4.1



1 BUILDING ELEVATION - WEST
3/16" = 1'-0"



3 3D - NORTHWEST PERSPECTIVE



2 BUILDING ELEVATION - SOUTH
3/16" = 1'-0"

REV. BY	DATE	REVISION DESCRIPTION

ACE BUILDING SERVICE
OUR REPUTATION IS OUR FOUNDATION
3510 SOUTH 28TH STREET | MANTOWOC, WISCONSIN 54220
PHONE 920-682-6105 | WWW.ACEBUILDINGSERVICE.COM

Civil & Structural
A DIVISION OF ACE BUILDING SERVICE

SMI
SUPERVISING PROFESSIONAL

PROJECT INFORMATION:
SAUVE'S AUTO
TWO RIVERS, WISCONSIN

THIS PLAN AND IDEAS EXPRESSED HERE-IN ARE THE PROPERTY OF A.C.E. BUILDING SERVICE, INC. THESE PLANS SHALL NOT BE SHARED BY VISUAL MEANS OR REPRODUCED WITHOUT THE CONSENT OF A.C.E. BUILDING SERVICE, INC.

SHEET INFORMATION
A.C.E. JOB NO.
DATE: 08-19-204
DRAWN BY: DAH
SCALE: 3/16" = 1'-0"
EXTERIOR ELEVATIONS

SHEET
A-4.2

August 20, 2024

Thomas Christensen
Sauve's Auto Service
1421 Washington St.
Two Rivers, WI 54241

Dear Tom:

Per your request, please see the breakdown of project costs for the facility expansion project at 1421 Washington Street in Two Rivers, Wisconsin. We have grouped the costs into major categories. If needed, these can be broken down further or into subcategories.

Permits, approvals, engineering, surveying, project management	\$82,275
Site excavation, storm sewer, exterior concrete, asphalt, landscaping	\$162,586
Concrete foundations, flatwork, and pit	\$83,355
Building envelope & finishes	\$355,093
Electrical, HVAC, plumbing	\$137,435
Project overhead, profit, taxes	\$88,010
Total project cost	\$908,754

Please let me know if you have any questions.

Sincerely,



Chris Herzog, President
A.C.E. Building Service, Inc.