



**TWO  
RIVERS**  
WISCONSIN

## **CITY OF TWO RIVERS**

### **COMMUNITY DEVELOPMENT AUTHORITY REQUEST FOR PROPOSALS FOR MARKETING OF 2023 Washington Street, Two Rivers, WI 54241**

Issue Date: November 20, 2020

The Community Development Authority of the City of Two Rivers (CDA) is seeking proposals from real estate firms interested in serving as listing agent and lead marketing agency for the available commercial parcel currently City-owned.

Written proposals are due by **December 9, 2020 at 4:30 PM**.  
Finalists *may be* invited to make presentations to the CDA.

#### **Overview of 2023 Washington Street**

The City acquired the 2023 Washington Street through the Wisconsin Statute § 75.106 process from Manitowoc County. The property was formerly a gas station and convenient store.



Information about the property is summarized in the table below.

<b>Property Type:</b>	Retail	<b>Year Built:</b>	1938
<b>Subtype:</b>	Conv. Store	<b>Foundation:</b>	Slab
<b>Building Size:</b>	1664 sq. ft.	<b>Heat Type:</b>	Forced Air
<b>Lot Size:</b>	0.195 acres	<b>Heat Fuel:</b>	Natural Gas
<b>Parking Spaces:</b>	Approx. 8-10	<b>Air Conditioning:</b>	Yes
<b>Zoning:</b>	B1	<b>TID:</b>	Yes



The location provides an opportunity to capitalize on downtown vehicle/pedestrian/bicycle traffic, and to offer off-street parking to the prospective buyer.

The City is interested in the use of this property to provide a land use that integrates with the downtown, generates traffic, and draws more people into the downtown area.

Provided along with this Request for Proposal is:

1. City developed marketing material.
2. Agreement letter between Wisconsin Department of Natural Resources and City of Two Rivers regarding Environmental Contamination and Wisconsin Statute § 75.106.



### **Request for Proposals**

The City and CDA are seeking an innovative marketing strategy of 2023 Washington Street with the goal of gaining a redeveloped property that contributes to the tax base and enlivens this location of downtown.

Interested realtors shall present written proposals, in the order of 1 through 5, that address the following. Proposal submittal instructions and contact information is below:

1.     A. Firm Name  
       B. Location of Office where Key Personnel will work from
  
2.     A. Statement of qualifications.
3.     B. Resume(s) for key personnel who will be the CDA's main point of contact  
       C. Firm experience in selling commercial real estate.  
       D. Provide annual sales statistics of commercial properties (last five years.)
  
4.     A. Provide a description of your firm's experience in selling real estate *that have been redevelopment properties*.  
       B. In addition, provide client/builder references who can address this experience.
  
5.     A. Description of and proposed budget for a marketing plan of 2023 Washington Street.  
       B. Provide a timeline, deliverables and target audience(s) for marketing.

**Proposals are preferred to be received electronically in a pdf. The email subject line should read *2023 Washing Street RFP*.**

Emails are to be sent to Elizabeth Runge, Community Development Director at email: [erunge@two-rivers.org](mailto:erunge@two-rivers.org).

Proposals may be mailed, but must be received by December 9, 2020 to be considered.

Elizabeth Runge, Community Development Director  
1717 E. Park Street  
Two Rivers, WI 54241





# 2023 Washington St.

Two Rivers, WI

1664 SQ FT | AVAILABLE IMMEDIATELY



## Former gas station/convenience store on desirable Main Street corner is a prime candidate for creative repurposing or redevelopment!

Located at the north end of the Two Rivers Central Business District in proximity to boutique shopping, this property presents a redevelopment opportunity. The building features an open interior, large beverage cooler, one bathroom, and outdoor space/ parking.

Don't miss your chance to own a high-traffic slice of downtown Two Rivers!



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<b>Zoning:</b>	B1	<b>TID:</b>	Yes



**TWO RIVERS**  
WISCONSIN

Elizabeth Runge | Dev. Director

920-793-5564

[erunge@two-rivers.org](mailto:erunge@two-rivers.org)

1717 E. Park Street | Two Rivers, WI 54241



**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES**

**IN THE MATTER OF:**

**AN AGREEMENT BETWEEN THE DEPARTMENT OF NATURAL RESOURCES AND THE  
CITY OF TWO RIVERS, WISCONSIN**

**TO INVESTIGATE AND CLEAN UP ENVIRONMENTAL CONTAMINATION AT 2023  
WASHINGTON ST, TWO RIVERS, WISCONSIN, PURSUANT TO WIS. STAT. §§ 75.106 AND  
66.0301, WIS. STAT. CH. 292, AND WIS. ADMIN. CODE CHS. NR 700 – 799.**

WHEREAS, before a judgment is issued under Wis. Stat. § 75.521 or a tax deed is executed under Wis. Stat. § 75.14, Wis. Stat. § 75.106 authorizes the governing body of a county to assign to a person the county's right to take judgment with respect to any parcel that is subject to foreclosure under Wis. Stat. § 75.521 or to take a tax deed with respect to any parcel subject to Wis. Stat. § 75.14, if all of the following apply:

- A. The governing body of the county provides written notice to the governing body of the city, town or village in which the parcel that is subject to the county's foreclosure action is located at least fifteen (15) days before the governing body of the county meets to consider the approval of the assignment.
- B. The governing body of the county produces a written assignment that is signed on behalf of the county, the assignee and the city, town or village in which the parcel that is subject to the county's foreclosure action is located.
- C. The assignment identifies the parcel for which the judgment is assigned.
- D. The parcel for which a judgment is assigned is a brownfield.
- E. The assignment requires an environmental assessment of the parcel and requires that the Department of Natural Resources ("DNR") be provided the results of that assessment before a final judgment under Wis. Stat. § 75.521 or a tax deed issued under Wis. Stat. § 75.14 related to the parcel is granted to the assignee.
- F. The assignment requires that, if the parcel is contaminated by the discharge of a hazardous substance, as determined by the assessment under par. (e), and if the assignee elects to accept the judgment or deed assigned under this subsection regardless of the contamination, the assignee

must enter into an agreement with the DNR, before a final judgment is issued under Wis. Stat. § 75.521 or a tax deed is issued under Wis. Stat. § 75.14 related to the parcel, to clean up the parcel to the extent practicable; to minimize any harmful effects from the hazardous substance pursuant to rules the DNR promulgates; and to maintain and monitor the parcel pursuant to rules the DNR promulgates.

- G. The assignment and an affidavit from the county treasurer that attests to the county governing body's approval of the assignment are filed with the court that is presiding over the county's foreclosure action under Wis. Stat. § 75.521 or, in the case of a tax deed issued under Wis. Stat. § 75.14, with the register of deeds.

**WHEREAS**, Wis. Stat. § 292.01(13) defines "person" to mean an individual, owner, operator, corporation, limited liability company, partnership, association, municipality, interstate agency, state agency or federal agency; and Wis. Stat. § 990.01(26) states that "Person" includes all partnerships, associations and bodies politic or corporate.

**WHEREAS**, the City of Two Rivers (hereinafter the "City") is attempting to acquire real property located in the City of Two Rivers, Manitowoc County, Wisconsin, which consists of property described as: 2023 Washington Street, Two Rivers, Wisconsin; Parcel Number 053-000-037-060.09; with the following legal description: LOT SIX (6) IN BLOCK THIRTY-SEVEN (37) IN THE ORIGINAL PLAT IN THE CITY OF TWO RIVERS, ACCORDING TO THE RECORDED PLAT THEREOF. This 0.20-acre parcel is currently owned by Gurpal Wisconsin Stations LLC and contains an unoccupied convenience store/service station building and a canopy (hereinafter known as the "Property"). The Property is further identified visually in a map included as Attachment A to this Agreement and is subject to tax foreclosure under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14.

**WHEREAS**, Manitowoc County is unwilling to enter into the chain of title for the Property via the tax foreclosure process but is open to assigning its right to take title to the City under Wis. Stat. § 75.106.

**WHEREAS**, the City will obtain the State's local government environmental unit liability exemption,



authorized by Wis. Stat. § 292.11(9)(e) for the Property if Manitowoc County assigns its right to a judgment under Wis. Stat. § 75.521, or its right to a tax deed under Wis. Stat. § 75.14, to the City under Wis. Stat. § 75.106, and the City takes title to the Property.

**WHEREAS**, the Property is a brownfield, as described in Wis. Stat. § 238.13.

**WHEREAS**, the City has conducted a Phase I Environmental Site Assessment (ESA) of the Property and the results of this assessment have been provided to the DNR.

**WHEREAS**, the Phase I ESA identified the following Controlled Recognized Environmental Condition (CREC) at the Property: a closed environmental case, BRRTS number 03-36-183111, with continuing obligations related to residual soil and/or groundwater contamination on the Property, in the road right-of-way, and off-site.

**WHEREAS**, the DNR has reviewed the following documents related to the City's request for a Wis. Stat. § 75.106 agreement (hereinafter the "Agreement") for the Property:

- A September 16, 2019, cover letter and completed DNR Form 4400-237, along with payment of the appropriate fee, in which the City requests this Agreement.
- A Warranty Deed and an aerial image of the Property provided by the City.
- Phase I Environmental Site Assessment, McMahon Associates, Inc., September 16, 2019.
- Information contained in the DNR's Bureau for Remediation and Redevelopment Tracking System (BRRTS) database for known environmental cases for the Property:
  - Uni-Mart Gas Station, BRRTS # 02-36-000374, closed Environmental Repair Program (ERP) case with no continuing obligations.
  - Unimart Gas Station, BRRTS # 03-36-183111, closed Leaking Underground Storage Tank (LUST) case with continuing obligations.
  - 2023 Washington St, BRRTS # 04-36-047512, closed Spill case.
  - UniMart Gas Station (Former), BRRTS # 09-36-583390, No Action Required (NAR) case.

**WHEREAS**, in furtherance of Wis. Stat. § 75.106, and in consideration of, and in exchange for, the promises and mutual understandings contained herein, and intending to be bound legally hereby, the City and the DNR, by their authorized representatives, have agreed to the execution of this Agreement.

**NOW, THEREFORE**, based upon the above recitals and the terms and conditions set forth below, the City and the DNR agree as follows:

### **I. PARTIES BOUND**

The DNR and the City each have consented to the following Agreement, which is entered into pursuant to Wis. Stat. §§ 75.106 and 66.0301, and Wis. Stat. Ch. 292.

### **II. WORK TO BE PERFORMED BY THE CITY, SCHEDULE OF ACTIVITIES**

All work to be performed by the City pursuant to this Agreement shall be conducted in accordance with Wis. Stat. chs. 289, 291, and 292, and the Wis. Admin. Code NR chs. NR 700 – 799, as well as any other applicable Administrative Rules and Statutes.

The City agrees to work with Manitowoc County and DNR to complete the requirements of Wis. Stat. § 75.106(2) prior to receiving a judgment issued under Wis. Stat. § 75.521 and/or Wis. Stat. § 75.14 to acquire the Property.

The City agrees to meet with the DNR's Remediation and Redevelopment (RR) Program project manager for the Property, along with other appropriate RR Program staff, no later than thirty (30) days after acquiring title to the Property, to discuss the environmental condition of the Property, the requirements for maintaining the local government environmental liability exemption, and other site investigation and remediation activities that may be necessary when the Property is put to its intended use by the City or sold/transferred to a non-exempt person or entity.

The City agrees to keep the RR Program project manager for the Property informed, in a timely manner, about City plans and actions related to the redevelopment, other uses, and/or ownership status of the Property. When the City is preparing to redevelop or otherwise use the Property, the City agrees to develop and deliver to DNR a detailed schedule of planned work at the Property that includes related timelines for the work. When putting the Property to its intended use the City further agrees to undertake site investigation and remedial actions that may be directed by the DNR to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17. If the City transfers title of the Property to another person or entity, the new owner

may be responsible for environmental investigation and cleanup of the Property per Wis. Stat. § 292.11(3).

Following redevelopment or new use of the Property, the City agrees to obtain a liability clarification letter from DNR, per Wis. Stat. § 292.12(3)(b), using DNR Form 4400-237 and paying the required fee, which will include directions on how to monitor and maintain health and safety protections at the Property related to residual contamination.

### **III. SUBMISSION OF DOCUMENTS**

Documents, including reports, plans and correspondence, submitted pursuant to this Agreement shall be submitted to the DNR in accordance with Wis. Admin. Code § NR 700.11 and the other applicable chapters of Wis. Admin. Code ch. NR 700 rule series.

### **IV. SITE ACCESS**

The employees and authorized representatives of the DNR shall have the authority to enter the Property to inspect the project and shall have access to all project records at all reasonable times for any purpose relating to the implementation of this Agreement. This may include but is not limited to inspecting progress of the site work by the City, conducting environmental testing, verifying data, reviewing records, and more. The City shall honor all reasonable requests for such access by the DNR or their authorized representatives.

### **VI. FEES**

The City has paid a \$700 fee to the DNR for preparation and review of this Agreement and agrees to reimburse the DNR for any costs incurred by the DNR for its oversight activities under this Agreement. Fees shall be paid as authorized by Wis. Stat. ch. 292, and as specified in Wis. Admin. Code chs. NR 749-750.

### **V. EFFECTIVE DATE**

This Agreement shall be executed by the City prior to being executed by the DNR. The effective date of the Agreement shall be either the date the DNR signs and executes the Agreement, or the date the City acquires the property, whichever is later. This Agreement supersedes all previous agreements entered into by the City and the DNR with respect to the Property.

## **VI. CONDITIONS UNDER WHICH AGREEMENT IS VOIDED**

This Agreement shall be null and void and the parties shall not be bound by the terms and conditions of the Agreement if the City does not take judgment to the Property under Wis. Stat. §§ 75.106 within three (3) months of the effective date of this Agreement.

## **VII. AMENDMENT OF THE AGREEMENT**

This Agreement may be amended by mutual written agreement of the DNR and the City.

## **VIII. DISPUTE RESOLUTION**

- A. Any dispute regarding this Agreement shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed twenty (20) days from the time the dispute arises, unless it is extended by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends the other parties a written Notice of Dispute.
- B. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding paragraph, then the City shall have thirty (30) days after the conclusion of the informal negotiation period to invoke the formal dispute resolution procedures of this section by serving the State of Wisconsin a written Statement of Position on the matter in dispute, including but not limited to any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the City.
- C. Within thirty (30) days after receipt of the Statement of Position, the DNR will serve the City its Statement of Position, including but not limited to any factual data, analysis or opinion supporting that position and all supporting documentation relied upon by the DNR. Within twenty (20) days after receipt of the DNR's Statement of Position, the City may submit a Reply.
- D. Following receipt of the City's Statement of Position, the Secretary of the DNR will issue a final decision under Wis. Stat. § 227.47.
- E. The invocation of formal dispute resolution procedures under this section shall not extend, postpone or affect in any way any obligation of the City under this Agreement, not directly in dispute, unless the DNR

agrees otherwise.

### XI. TERMINATION AND SATISFACTION OF THE AGREEMENT

The provisions of this Agreement shall be deemed satisfied upon receipt by the City of a written notice of completion from the DNR in the form of a "liability clarification letter" indicating that the City has demonstrated compliance with site investigation and remedial actions that may have been directed by the DNR to reduce to acceptable levels any substantial threat to public health or safety, per Wis. Stat. § 292.11(9)(e)(4) and Wis. Admin. Code § NR 708.17, when the Property is redeveloped or used by the City.

The terms and rights outlined in this agreement are only available to the City and may not be assigned to another party. The DNR reserves the right to terminate any approval issued under this Agreement in the event the DNR determines that the City obtained the approval by fraud, misrepresentation or a knowing failure to disclose material information. The DNR further reserves the right to terminate this Agreement if the DNR determines that the City failed to make reasonable progress in undertaking Response Action(s) necessitated under the terms of this Agreement.

The Parties, whose signatures appear below, hereby agree to the terms of this Agreement, and represent and warrant that he or she has been duly authorized by the City or the DNR, to execute and legally bind the respective parties to the terms of this Agreement.

#### WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By: Christine Haag Date: October 1, 2019

Christine Haag, Director  
Remediation and Redevelopment Program  
101 S. Webster Street, P.O. Box 7921  
Madison, WI 53707-7921

#### THE CITY OF TWO RIVERS, WISCONSIN

By: Greg Buckley Date: October 1, 2019

Greg Buckley, City Manager  
City of Two Rivers  
P.O. Box 87  
Two Rivers, Wisconsin 54241

# Attachment A - 2023 Washington Street, Two Rivers



Author:  
Date Printed: 9/18/2019



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