

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on April 17, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR ELECTED AND RE-ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 4, 2012 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Recommendation from the Finance Personnel Committee to:
 - A. Accept Alcohol Compliance Check Grant of \$12,750 by Green Bay Area Chamber of Commerce.
6. Recommendation from the Board of Public Works to:
 - A. Award Project 12-01 Sewer and Water Relay and Street Resurfacing to De Groot, Inc.
7. Ordinance #12-09, Creating §8-23, De Pere Municipal Code Relating to Social Host Alcohol Restrictions.
8. Ordinance #12-10, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
9. Resolution #12-31, Preliminary Resolution Declaring Intention To Exercise Special Assessment Powers Under Section 66.0703, Wis. Stats. Storm Sewer Laterals Glenwood Avenue From Ridgeway Boulevard To Lawton Place, Nicolet Avenue From Glenwood Avenue To Randall Avenue, Lawton Place From Glenwood Avenue To Its North End.
10. Resolution #12-32, Authorizing Reciprocal Street Maintenance Agreement Between the City of De Pere and the Town of Lawrence.
11. Resolution #12-33, Authorizing City Of De Pere & West De Pere School District Cooperative Agreement.
12. Resolution #12-34, Authorizing Memorandum of Agreement Between The Wisconsin Historical Society and the City of De Pere for the Completion of National Register of Historic Places Nominations.
13. Resolution #12-35, Establishing Non-Lapsing Funds as of December 31, 2011.

14. Resolution #12-36, Authorizing Memorandum of Agreement Between the Fox River Navigational System Authority and the City of De Pere Regarding Lift Bridge Operation.
15. Resolution #12-37, Rejecting Pedestrian Bridge Over US Highway 41 Between Scheuring and Southbridge Roads.
16. Resolution #12-38, Authorizing Agreement for Noxious Weed/Long Grass Cutting with Lizer of Wisconsin, Inc.
17. Resolution #12-39, Authorizing Disposal or Sale of Surplus Property.
18. Resolution #12-40, Adopting Definitions and Policies for Fund Balance Reporting and Flow of Funds (GASB54).
19. Resolution #12-41, Accepting Utility Easement From The Premonstratensian Fathers (Part of Parcel ED-1128-2-1).
20. Election by the Common Council:
 - A. Alderperson Members of the Plan Commission.
 - B. President of the Common Council.
21. Appointments/reappointments to various boards and commissions by Mayor Walsh.
22. Voucher approval.
23. Future agenda items.
24. Old business: none.
25. Consideration of sale of foreclosed property at 1314 South Broadway Street.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(e), Wis. Stats., the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

26. Consideration of Claim of John Knaus.
 - A. PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(g), Wis. Stats., the Council may convene in closed session for the purpose of 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.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

B. Resolution #12-42, Disallowance of Claim (John C. Knaus).

27. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, April 16, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderpersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

JAMES & RITA VAN GEMERT, 904 HICKORY AVE, DE PERE WI 54115

RONALD M CODY & CHERYL ENGLEBERT, 906 TALBOT AVE., DE PERE WI 54115

RICHARD P & DEBORAH L AUSTIN, 826 GLENWOOD AVE, DE PERE WI 54115

JULIE ANNE KRESS, 800 GLENWOOD AVE., DE PERE WI 54115

WELLS ALLISON H TRUST, 902 S RICE RD, OJAI, CA 93023

DAVID W HUNNICUTT & AMY L LEWIS, 730 NICOLET AV, DE PERE WI 54115

LINDA M NEPH, 815 RIDGEWAY BL, DE PERE WI 54115

SCOTT W JANSSEN & KATHERINE M JANSSEN, 718 RANDALL AVE., DE PERE WI 54115

RICHARD D & ELLEN P HORAK, 1908 HAROURSIDE DR #404, LONGBOAT KEY, FL 34228

MARK A & DIANE E BETZ, 815 WHITE PINE AVE, DE PERE WI 54115

STEVE H VANDENLANGENBERT & JULIE A VANDENLANGENBERG, 721 GLENWOOD AV, DE PERE WI 54115

CHARLES J HOCKERS, 965 LAWTON PL DE PERE WI 54115

MICHAEL & FLORANNE HANNA 713 GLENWOOD AV DE PERE WI 54115

JAMES W KREITER & DONALD D KUBICHEK 953 LAWTON PL DE PERE WI 54115

GEO & FRANCES OSTRANDER 707 GLENWOOD AV DE PERE WI 54115

SOFIA M KRANS 941 LAWTON PL DE PERE WI 54115

CRAIG M & DENISE J FITZGERALD 703 GLENWOOD AV DE PERE WI 54115

JOSEPH B & SUSAN K SCHINKTEN 936 LAWTON PL DE PERE WI 54115

TERRENCE JON NICHOLSON 611 GLENWOOD AV DE PERE WI 54115

RONALD O & KAREN S KORB 920 TALBOT AV DE PERE WI 54115

DALE J & KAREN M MILKIE 623 GLENWOOD AV DE PERE WI 54115

ARDA I ISHKHANIAN & STEPHEN E PERKINS 908 TALBOT AV DE PERE WI 54115

KEVIN M & SUSAN M PASTERSKI 805 GLENWOOD AV DE PERE WI 54115

John Zegers, Superintendent	West De Pere School District	400 Reid Street, Suite W	De Pere, WI 54115
Michael Stevens, SHPO	Wisconsin Historical Society	816 State Street	Madison, WI 53706
John Knaus		3451 Dickinson Road	De Pere, WI 54115
John Calewerts	Lizer of Wisconsin, Inc.	2034 Bellevue Street	Green Bay, WI 54311
Steve Seidl	Seidl & Associates	2270 Holmgren Way	Green Bay, WI 54304
DeGroot, Inc.		421 Champion Road	Green Bay, WI 54311
Chief Executive Officer	Fox River Navigational System Authority	1008 Augustine Street	Kaukauna, WI 54130

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – APRIL 4, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, April 4, 2012.

Mayor Walsh called the meeting to order at 7:32 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Michael Donovan, Bob Heuvelmans, Larry Lueck, Dan Robinson, Kathy VanVonderen and Bob Wilmet. The Council said the Pledge of Allegiance to the Flag.

Aldersperson Wilmet moved, seconded by Aldersperson Robinson, to approve the minutes of the March 20, 2012 regular meeting and the March 26, 2012 special meeting. Upon vote, the minutes were approved unanimously.

4. Public Hearing on a rezoning request for Parcel WD-L183-5, located at the end of Whistler and Bridge Port Courts, from Single Family Residential (R-1) to Single Family Residential (R-1), Single/Two Family Residence (R-2) and General Residential (R-3) with Plan Development District (PDD) overlay. This item is being taken off of the agenda and will be brought back to the Council at the May 1, 2012 meeting.

5. Public Comment or other Announcements. Aldersperson Wilmet and Aldersperson Heuvelmans gave their thanks to everyone and expressed what a pleasure it was to serve the community during their terms. This is the last Council meeting they will be attending as Alderspersons. Mayor Walsh expressed his thanks to the Alderspersons also for their contribution.

6A. Aldersperson Van Vonderen moved, seconded by Aldersperson Heuvelmans, to approve the additional \$2,500 from the Ice Arena Fund to support exterior door replacement. Upon roll call vote, motion carried unanimously.

6B. Aldersperson Boyd moved, seconded by Aldersperson Van Vonderen to approve the donation from De Pere Baseball for scoreboard purchase and installation at Southwest Park. Upon vote, motion carried unanimously.

7. Aldersperson Wilmet moved, seconded by Aldersperson Van Vonderen to approve the Extraterritorial plat for Orion's Run in the Town of Lawrence. Upon vote, motion carried unanimously.

8. Aldersperson Robinson moved, seconded by Aldersperson Heuvelmans to approve the "Class A" Liquor License for The Day Spa Ltd. at 600 North Tenth Street. Upon vote, motion carried unanimously.

9. Aldersperson Donovan moved, seconded by Aldersperson Robinson, to approve Resolution #12-26, Authorizing Department of Nursing Affiliation Agreement for Clinical Education with Silver Lake College. Upon vote, motion carried unanimously.

DRAFT

10. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve Resolution #12-27, Introduction of Resolution #12- Regarding the Vacation of a Portion of a Public Thoroughfare. Upon vote, motion carried unanimously.

11. Alderperson Lueck moved, seconded by Alderperson Van Vonderen, to approve Resolution #12-28, Authorizing the Negotiation of an Economic Development Loan with Stonehill Converting, LLC. Upon vote, motion carried unanimously.

12. Alderperson Boyd moved, seconded by Alderperson Wilmet, to approve Resolution #12-29, Authorizing Creation of TID #9 and Related Activities. Upon roll call vote, motion carried unanimously.

13. Alderperson Van Vonderen moved, seconded by Alderperson Heuvelmans, to approve Resolution #12-30, Authorizing Parish Facility Use Agreement with Our Lady of Lourdes Parish. Upon vote, motion carried unanimously.

14. Consideration of citizen complaint to media regarding rescue squad service response to a traffic accident occurring on March 17, 2012. Alderperson Robinson moved, seconded by Alderperson Lueck to open the meeting. Upon vote, motion carried unanimously.

Toni Etter, 135 Lorrie Way, De Pere, spoke on the subject listed above.

Alderperson Wilmet moved, seconded by Alderperson Donovan, to close the meeting. Upon vote, motion carried unanimously.

More discussion ensued, with Fire Chief Robert Kiser partaking in the discussion.

Alderperson Donovan moved, seconded by Alderperson Robinson to again open the meeting so Toni Etter could again speak. Upon vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously.

No action needed on this item.

15. City Administrator Larry Delo gave an update on the City Sustainability Team activities. City employees that are not department heads are being sought to volunteer to join this Team.

16. Alderperson Lueck moved, seconded by Alderperson Donovan to approve the vouchers. Upon vote, motion carried unanimously.

17. Applications for Operator's Licenses.

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	JENSWOLD, MELINDA E.	822 CATHERINE STREET	GREEN BAY	WI	54301

2	SCHEER, ARASUN L.	W4686 COUNTY ROAD BE	BONDUEL	WI	54107
Temporary Operator License for the 2010-2012 Licensing Period					
1	BONFIGT, ELIZABETH J.	1778 CAMARILLO COURT	DE PERE	WI	54115
2	GIBSON, DAVID E.	703 E. MISSION ROAD	GREEN BAY	WI	54301
Operator License for the 2010-2012 Licensing Period					
1	GARGULAK, HANNAH D.	1375 VILLA PARK CIRCLE, APT. #3	GREEN BAY	WI	54302
2	LOVELACE, MICHAEL D.	1131 WILSON AVENUE	GREEN BAY	WI	54303
3	NELSON, CALVIN M.	110 WOODVIEW LANE	GREEN BAY	WI	54301
4	NORDER, ANGELA M.	1702 LIMESTONE TRAIL	DE PERE	WI	54115
5	SANDERS, STEPHEN A.	2745 WOODRUFF COURT	GREEN BAY	WI	54311

Alderson Wilmet moved, seconded by Alderson Bauer, to table Previously Tabled Operator License Applicant #1 listed and deny Previously Tabled Operator License Application #2 listed above. Upon vote, motion carried unanimously.

Alderson Wilmet moved, seconded by Alderson Bauer, to approve Temporary Operator License Applicant #1 and #2 listed above. Upon vote, motion carried unanimously.

Alderson Wilmet moved, seconded by Alderson Bauer, to approve Operator License Applicants #1, 2 and 4 listed above and table Operator License Applicant #3 and #5 listed above. Upon vote, motion carried unanimously.

18. Future agenda items. There were no future agenda items.

19. Old business. It was reported that the items brought to the special meeting of the Common Council on March 26, 2012 were both approved.

20. Alderson Bauer moved, seconded by Alderson Donovan to convene in closed session at 9:02 p.m. pursuant to Wis. Stats. §19.85(1)(e) to discuss consideration of Special Event Permit applications with inadequate insurance coverage. Upon roll call vote, motion was approved unanimously.

Alderson Bauer moved, seconded by Alderson Donovan to reconvene in open session at 9:15 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion passed unanimously.

Upon motion by Alderson Wilmet, seconded by Alderson Heuvelmans, the Common Council adjourned at 9:16 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Diane Yashinsky
Secretary

RECOMMENDATION

April 10, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held April 10, 2012:

Recommendation on the following to approve:

- A. Alcohol Compliance Check Grant of \$12,750 by Green Bay Area Chamber of Commerce.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: April 2, 2012

Subject: Alcohol Compliance Check Grant Request/Acceptance

Members of the De Pere Police Department (DPPD) have been in contact with the Green Bay Area Chamber of Commerce (Chamber) discussing the opportunity to receive grant funding for alcohol compliance checks. The grant covers overtime for alcohol enforcement and bar/C-store compliance checks, training for public/sellers/officers, and some related equipment. The grant requires the compliance checks and training to be focus on reducing/eliminating sources of alcohol for underage persons. Equipment can be purchased if used as part of the compliance checks. DPPD is looking at a portable identification scanner to determine the legitimacy of a presented ID. The estimated cost is about \$2,000.

DPPD has been informed \$12,750 is available to De Pere that would start the compliance checks immediately, and the funding would need to be used by Sept. 30, 2012. The funding is linked to a Strategic Prevention Framework State Incentive Grant the Chamber received from the Wisconsin Department of Health Services. There is no match required from DPPD. We received a \$1,000 last year from the Chamber for this effort and the resulting compliance rate, (a little over 55% of 19 establishments checked), clearly showed we need to focus additional time on education and compliance checks.

The Chamber has indicated the grant is approved for us, as long as the grant is accepted by the City. The Chamber also indicated if the DPPD doesn't use the entire grant funding, DPPD may turn it back to the Chamber to be dispersed to other agencies.

I am requesting the grant be accepted and the purchase of a portable ID scanner be approved for no more than \$2,200 using grant funding.

Thank you in advance and if you have any questions please contact me at 339-4075

RECOMMENDATIONS

April 11, 2012
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, April 9, 2012:

1. Recommend awarding the bid for Project 12-01, Sewer and Water Relay and Street Resurfacing to DeGroot Inc., 421 Champion Rd, Green Bay, WI 54311 in the amount of \$1,304,214.40 with \$450,000 from the capital improvement fund, \$100,000 from the sewage revenue fund, \$770,000 from the water utility fund and \$50,000 from the storm water 12-01 fund.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Eric Rakers, P.E.
City Engineer, Department of Public Works

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 9, 2012
Subject: Consider Award of Project 12-01 to the Low Bidder

The Engineering Department received bids on Project 12-01 Sanitary Sewer and Water Relay and Street Resurfacing on April 3rd. This project involves relaying sanitary sewer and water main at various locations around the City, due to the deteriorated condition of the utility. Additionally, the street will be milled and resurfaced. The bids received were as follows:

Bidder	Amount
De Groot, Inc.	\$1,304,214.40
Dorner, Inc.	\$1,336,952.65
Jossart Brothers, Inc.	\$1,446,579.50
PTS Contractors, Inc.	\$1,468,161.50
Kruczek Construction, Inc.	\$1,497,497.97
Feaker & Sons Construction Co., Inc.	\$1,515,561.00
Carl Bower and Sons Construction Co., Inc.	\$1,532,750.00
Wood Sewer and Excavating, Inc.	\$1,552,952.00
Advance Construction Inc.	\$1,680,981.25

The staff recommendation is to accept the bid from De Groot in the amount of \$1,304,214.40. The budgeted amount from the capital improvement budget is \$1,370,000. Funding will be \$450,000 from capital improvement fund, \$100,000 from the sewage revenue fund, \$770,000 from the water utility fund, and \$50,000 from the storm water utility fund.

PROJECT 12-01 SEWER & WATER RELAY & STREET RESURFACING
 BID TAB

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				DE GROOT INC		DORNER INC		JOSSART BROS INC		PTS CONTRACTORS INC		KRUCZEK CONSTRUCTION INC		FEAKER & SONS CO INC		CARL BOWERS & SONS CONST. CO INC		WOOD SEWER & EXCAVATING INC		ADVANCE CONSTRUCTION INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER																					
SS-01	Remove & Relay 8" PVC Sanitary Sewer	LF	360	\$57.58	\$20,728.80	\$70.00	\$25,200.00	\$67.00	\$24,120.00	\$68.20	\$24,552.00	\$80.00	28,800.00	\$58.90	\$21,204.00	\$66.00	\$23,760.00	\$79.00	\$28,440.00	\$104.00	\$37,440.00
SS-02	Remove & Relay 9'-8" PVC Sanitary Sewer (Suburban Dr. at Fay Ct.)	LS	1	\$2,171.50	\$2,171.50	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$2,320.00	\$2,320.00	\$7,000.00	7,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$100.00	\$100.00
SS-03	Remove & Relay 6" PVC Sanitary Sewer	LF	10	\$50.50	\$505.00	\$69.00	\$690.00	\$75.00	\$750.00	\$100.00	\$1,000.00	\$125.00	1,250.00	\$75.00	\$750.00	\$120.00	\$1,200.00	\$60.00	\$600.00	\$79.00	\$790.00
SS-04	Remove & Relay 6" of 4" PVC Sanitary Lateral	LF	730	\$49.09	\$35,835.70	\$37.00	\$27,010.00	\$93.00	\$67,890.00	\$57.80	\$42,194.00	\$64.00	46,720.00	\$60.00	\$43,800.00	\$60.00	\$43,800.00	\$69.00	\$50,370.00	\$78.50	\$57,305.00
SS-05	Provide PVC Sanitary Lateral Riser (6" or 4")	VF	100	\$75.75	\$7,575.00	\$62.00	\$6,200.00	\$125.00	\$12,500.00	\$85.00	\$8,500.00	\$165.00	16,500.00	\$125.00	\$12,500.00	\$70.00	\$7,000.00	\$69.00	\$6,900.00	\$80.00	\$8,000.00
SS-06	Provide WYE on New Saitary Sewer Pipe (6" or 4")	EA	5	\$181.68	\$908.40	\$69.00	\$345.00	\$100.00	\$500.00	\$145.00	\$725.00	\$1,100.00	5,500.00	\$75.00	\$375.00	\$125.00	\$625.00	\$140.00	\$700.00	\$68.00	\$340.00
SS-07	Provide Saddle or Wye on Existing Sanitary Sewer pipe (6" or 4")	EA	30	\$318.15	\$9,544.50	\$800.00	\$24,000.00	\$100.00	\$3,000.00	\$407.00	\$12,210.00	\$970.00	29,100.00	\$1,250.00	\$37,500.00	\$125.00	\$3,750.00	\$280.00	\$8,400.00	\$160.00	\$4,800.00
SS-08	Provide 4' Diameter Sanitary Manhole	VF	12	\$264.39	\$3,172.68	\$225.00	\$2,700.00	\$200.00	\$2,400.00	\$258.00	\$3,096.00	\$208.00	2,496.00	\$270.00	\$3,240.00	\$250.00	\$3,000.00	\$280.00	\$3,360.00	\$186.00	\$2,232.00
SS-09	Core Drill Manhole in the Field	EA	3	\$757.50	\$2,272.50	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00	\$300.00	900.00	\$750.00	\$2,250.00	\$700.00	\$2,100.00	\$1,400.00	\$4,200.00	\$800.00	\$2,400.00
STORM SEWER																					
ST-01	Remove & Replace 12 PVC or RCP Storm Sewer	LF	140	\$41.52	\$5,812.80	\$39.00	\$5,460.00	\$46.00	\$6,440.00	\$51.20	\$7,168.00	\$73.00	10,220.00	\$51.00	\$7,140.00	\$50.00	\$7,000.00	\$49.00	\$6,860.00	\$78.50	\$10,990.00
ST-02	Remove & Replace Catch Basin/Inlet	EA	5	\$1,512.07	\$7,560.35	\$1,475.00	\$7,375.00	\$1,475.00	\$7,375.00	\$1,575.00	\$7,875.00	\$1,425.00	7,125.00	\$1,850.00	\$9,250.00	\$1,500.00	\$7,500.00	\$1,990.00	\$9,950.00	\$2,511.00	\$12,555.00
WATER MAIN																					
W-01	Provide 12" PVC Water Main - Open Cut	LF	2,390	\$51.27	\$122,535.30	\$55.00	\$131,450.00	\$63.00	\$150,570.00	\$68.20	\$162,998.00	\$60.50	144,595.00	\$61.00	\$145,790.00	\$72.00	\$172,080.00	\$65.00	\$155,350.00	\$72.80	\$173,992.00
W-02	Provide 10" PVC Water Main - Open Cut	LF	70	\$48.34	\$3,383.80	\$75.00	\$5,250.00	\$92.00	\$6,440.00	\$90.00	\$6,300.00	\$100.00	7,000.00	\$68.00	\$4,760.00	\$82.00	\$5,740.00	\$68.00	\$4,760.00	\$95.50	\$6,685.00
W-03	Provide 8" PVC Water Main - Open Cut	LF	3,500	\$41.37	\$144,795.00	\$50.00	\$175,000.00	\$61.00	\$213,500.00	\$63.70	\$222,950.00	\$68.00	238,000.00	\$55.00	\$192,500.00	\$68.00	\$238,000.00	\$68.00	\$238,000.00	\$78.25	\$273,875.00
W-04	Provide 8" PVC Water Main - Directional Drill	LF	3,130	\$38.40	\$120,192.00	\$38.00	\$118,940.00	\$43.00	\$134,590.00	\$47.40	\$148,362.00	\$46.00	143,980.00	\$60.00	\$187,800.00	\$50.00	\$156,500.00	\$55.00	\$172,150.00	\$56.00	\$175,280.00
W-05	Provide 6" PVC Water Main - Open Cut	LF	150	\$34.66	\$5,199.00	\$56.00	\$8,400.00	\$55.00	\$8,250.00	\$63.00	\$9,450.00	\$69.00	10,350.00	\$60.00	\$9,000.00	\$71.00	\$10,650.00	\$67.00	\$10,050.00	\$82.00	\$12,300.00
W-06	Provide 12" Valve	EA	9	\$2,510.34	\$22,593.06	\$2,400.00	\$21,600.00	\$2,400.00	\$21,600.00	\$2,590.00	\$23,310.00	\$2,300.00	20,700.00	\$2,365.00	\$21,285.00	\$2,600.00	\$23,400.00	\$2,700.00	\$24,300.00	\$2,364.00	\$21,276.00
W-07	Provide 10" Valve	EA	1	\$2,154.25	\$2,154.25	\$1,990.00	\$1,990.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$1,950.00	1,950.00	\$1,955.00	\$1,955.00	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00	\$1,965.00	\$1,965.00
W-08	Provide 8" Valve	EA	38	\$1,491.71	\$56,684.98	\$1,350.00	\$51,300.00	\$1,350.00	\$51,300.00	\$1,525.00	\$57,950.00	\$1,260.00	47,880.00	\$1,340.00	\$50,920.00	\$1,600.00	\$60,800.00	\$1,550.00	\$58,900.00	\$1,325.00	\$50,350.00
W-09	Provide 6" Valve	EA	2	\$1,158.20	\$2,316.40	\$950.00	\$1,900.00	\$950.00	\$1,900.00	\$1,145.00	\$2,290.00	\$915.00	1,830.00	\$965.00	\$1,930.00	\$1,100.00	\$2,200.00	\$1,200.00	\$2,400.00	\$938.00	\$1,876.00
W-10	Provide Hydrant	EA	18	\$2,986.47	\$53,756.46	\$2,825.00	\$50,850.00	\$2,700.00	\$48,600.00	\$3,380.00	\$60,840.00	\$3,175.00	57,150.00	\$2,850.00	\$51,300.00	\$3,100.00	\$55,800.00	\$2,990.00	\$53,820.00	\$3,184.00	\$57,312.00
W-11	Provide Connection to existing Water Main Cut-In 8" Tee	EA	1	\$1,499.20	\$1,499.20	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00	\$2,795.00	\$2,795.00	\$1,200.00	1,200.00	\$1,490.00	\$1,490.00	\$1,785.00	\$1,785.00	\$1,900.00	\$1,900.00	\$2,781.00	\$2,781.00
W-12	Provide Connection to existing Water Main Cut-In 8" X8" Cross	EA	1	\$1,845.23	\$1,845.23	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$3,235.00	\$3,235.00	\$1,400.00	1,400.00	\$2,400.00	\$2,400.00	\$1,825.00	\$1,825.00	\$2,000.00	\$2,000.00	\$3,323.00	\$3,323.00
W-13	Provide Connection to Existing Water Main Tapped Tee	EA	4	\$2,025.94	\$8,103.76	\$1,900.00	\$7,600.00	\$1,800.00	\$7,200.00	\$2,900.00	\$11,600.00	\$1,685.00	6,740.00	\$1,900.00	\$7,600.00	\$2,000.00	\$8,000.00	\$2,000.00	\$8,000.00	\$2,850.00	\$11,400.00
W-14	Provide Connection to Existing Water Main	EA	26	\$1,363.50	\$35,451.00	\$600.00	\$15,600.00	\$1,000.00	\$26,000.00	\$1,210.00	\$31,460.00	\$775.00	20,150.00	\$1,000.00	\$26,000.00	\$1,000.00	\$26,000.00	\$900.00	\$23,400.00	\$2,000.00	\$52,000.00
W-15	Provide 1" HDPE Water Service	LF	3,225	\$29.46	\$95,008.50	\$27.00	\$87,075.00	\$39.50	\$127,387.50	\$41.90	\$135,127.50	\$44.00	141,900.00	\$46.00	\$148,350.00	\$53.00	\$170,925.00	\$47.00	\$151,575.00	\$52.25	\$168,506.25
W-16	Provide 1" HDPE Water Service (Directional Drill for 1802 & 1808 Charles)	LF	125	\$25.25	\$3,156.25	\$32.00	\$4,000.00	\$30.00	\$3,750.00	\$31.50	\$3,937.50	\$39.00	4,875.00	\$46.00	\$5,750.00	\$53.00	\$6,625.00	\$28.00	\$3,500.00	\$52.50	\$6,562.50
W-17	Provide 1" Corporation & Curb Stop	EA	99	\$558.33	\$55,274.67	\$610.00	\$60,390.00	\$275.00	\$27,225.00	\$363.00	\$35,937.00	\$215.00	21,285.00	\$300.00	\$29,700.00	\$300.00	\$29,700.00	\$240.00	\$23,760.00	\$350.00	\$34,650.00
W-18	Abandon/Remove Water Main & Appurtenances	LS	1	\$2,525.00	\$2,525.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$9,200.00	\$9,200.00	\$15,000.00	15,000.00	\$35,620.00	\$35,620.00	\$5,00					

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed Social Host Ordinance
Date: April 11, 2012

Attached Ordinance #12-09 was prepared at the request of the License Committee after receiving information from Alderperson Robinson regarding methods to curtail underage alcohol consumption as suggested by the 2010 report of the Wisconsin State Council on Alcohol and Other Drug Abuse, Prevention Committee, Alcohol, Culture and Environment Workgroup. A copy of that report is attached as well.

State law currently makes it illegal for adults to:

1. "...procure for, sell, dispense or give away any alcohol beverages to any underage person not accompanied by his or her parent, guardian or spouse who has attained the legal drinking age." Wis. Stats. §125.07(1)(a) 1; and
2. "...knowingly permit or fail to take action to prevent the illegal consumption of alcohol beverages by an underage person on premises owned by the adult or under the adult's control." Wis. Stats. §125.07(1)(a) 3.

Unfortunately, the regulations above do not cover all circumstances involving adult involvement in hosting or providing areas for illegal underage drinking activities. That is where the proposed Social Host ordinance comes into play. This proposed ordinance broadens the scope of regulation over adult activity involved in hosting or allowing an event/gathering to take place. Activities such as permitting an event to occur, supervising and organizing the event when one knows or should know that underage drinking will take place at the event are prohibited. This proposed ordinance also broadens the scope of locations at which an adult can be held responsible for the acts occurring at that location. Under state law, an adult can be held responsible for illegal consumption only upon property that adult owns or is in control of. Under the proposed ordinance, an adult can be held responsible for violations based upon renting or leasing a space even if not present at the time of the gathering.

The License Committee reviewed the proposed ordinance on April 4, 2012 and recommended its approval.

If you have any questions regarding this proposed ordinance please call me at 339-4042.

JSL:jld

Attachment

cc: Lawrence Delo, City Administrator

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ORDINANCE #12-09

CREATING §8-23, DE PERE MUNICIPAL CODE
RELATING TO SOCIAL HOST ALCOHOL RESTRICTIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS

FOLLOWS:

Section 1: §8-23, *Social Host Alcohol Regulations*, is hereby created to read as follows:

(1) Purpose and Findings. The Common Council of the City of De Pere finds:

- (a) Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of 21 are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.
- (b) Prohibiting underage consumption works to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as addictions, alcohol overdose, or alcohol-related traffic collisions.
- (c) Alcohol is an addictive drug which, if used irresponsibly, could have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.
- (d) Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. There are also times when a parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.
- (e) Holding persons responsible for hosting events or gatherings where underage possession or consumption occurs will provide a deterrent effect toward others contemplating doing so.

The City of De Pere therefore intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons who host events or gatherings where persons under 21 years of age possess or consume alcohol responsible for municipal forfeiture(s) regardless of whether the person hosting the event or gathering supplied any alcohol.

(2) Definitions. For purposes of this ordinance, the following terms have the following meanings:

- (a) **Alcohol** means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.
- (b) **Alcohol beverage** means alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
- (c) **Event or gathering** means any group of three or more persons who have assembled or gathered together for a social occasion, social activity or social function.
- (d) **Host or allow** means to aid, conduct, entertain, organize, supervise, control or permit a gathering or event.
- (e) **In control** means the power to direct, manage, oversee and/or restrict the affairs, business or assets of a person or entity.
- (f) **Juvenile** means a person under the age of 18 years.
- (g) **Parent** means any person having legal custody of a juvenile:
 - (i) As natural, adoptive parent or step-parent;
 - (ii) As a legal guardian; or
 - (iii) As a person to whom legal custody has been given by order of the court.
- (h) **Present** means being at hand or in attendance.
- (i) **Residence, premises, or public or private property** means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.
- (j) **Underage person** means any individual under 21 years of age.

(3) Prohibited Acts.

- (a) It is unlawful for any person(s) to host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows or should know that an underage person will or does:
 - (i) consume any alcohol or alcohol beverage; or

- (ii) possess any alcohol or alcohol beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).
- (b) A person is responsible for violating this paragraph if the person intentionally aids, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.
- (c) A person who hosts an event or gathering does not have to be present at the event or gathering to violate this paragraph.

(4) Exceptions.

- (a) This chapter does not apply to conduct solely between an underage person and his or her parents while the parent is present and in control of the underage person.
- (b) This chapter does not apply to legally protected religious observances.
- (c) This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

(5) Penalties. A person who violates any provision of this section is subject to a forfeiture of not less than \$500 or more than \$5,000 as determined by resolution of the Common Council, together with the costs, fees and other assessments.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of

April, 2012.

APPROVED:

Michael J. Walsh, Mayor

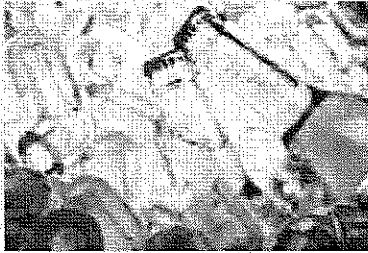
ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Alcohol, Culture and Environment Workgroup Recommendations



*Changing Wisconsin's Alcohol Environment
to Promote Safe and Healthy Lives*

April 2010

Wisconsin State Council on Alcohol and Other Drug Abuse,
Prevention Committee, Alcohol, Culture and Environment Workgroup

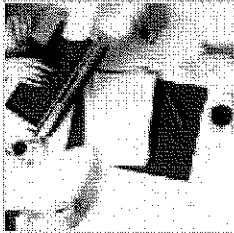


State of Wisconsin
State Council on Alcohol and Other Drug Abuse
1 West Wilson Street, P.O. Box 7851
Madison, Wisconsin 53707-7851

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Charge to the Alcohol, Culture and Environment Workgroup



The consequences and costs of alcohol misuse in Wisconsin are staggering and have created a diverse range of problems. Changing Wisconsin's culture of alcohol will require an equally diverse set of solutions including new

policies and practices in all segments of the community, including local and state government.

The workgroup will examine the state laws, local ordinances and related policies that regulate the sale and serving of alcohol to identify legal, cultural and financial barriers to alcohol policy reform. The workgroup will also examine the role of Wisconsin's

culture and history as it may impact current alcohol related problems.

Wisconsin's framework for alcohol policy was established fifty years before research demonstrated that public policy and community practices have the ability to prevent and reduce illegal, inappropriate and dangerous alcohol use without significant impact on moderate drinkers over age 21. Accordingly, the workgroup will examine strategies and or options at the private, community, municipal and state levels in an effort to make alcohol less acceptable, available, attractive and affordable to vulnerable populations. Our goal is to reduce underage drinking, young adult binge drinking and alcohol-related vehicular crashes and death.

Alcohol, Culture and Environment Workgroup Membership (Listed Alphabetically)

Blinda Beason

Wisconsin Department of Transportation,
Bureau of Traffic Safety

Lisa Berger

Helen Bader School of Social Welfare,
University of Wisconsin – Milwaukee

Barry Busby

Winnebago County Coroner, Oshkosh

Nina Emerson

Resource Center on Impaired Driving,
University of Wisconsin Law School

Greg Holding

Alderman of the 11th District City of Racine

Tracy Herlitzke

CESA #4, La Crosse County
Medical Health Science Consortium

Barb Hermann

Manitowoc County Public Health Department

Alan Iverson

La Crosse Police Department

Francie McGuire-Winkler

Focus on Community, Racine

Julia Sherman (Chair)

Wisconsin Alcohol Policy Project,
Resource Center on Impaired Driving
University of Wisconsin Law School

Annie Short

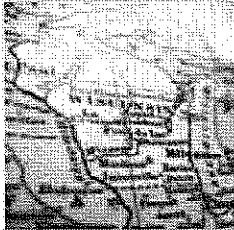
Northeast Wisconsin Area Health Education Center,
Manitowoc

Christopher Wardlow

ThedaCare, Outagamie County Department of Health
& Human Services, Wisconsin Prevention Network

Professional affiliations are listed only for purposes of identification and do not indicate an organizational endorsement of this report or its recommendations.

Background: Alcohol Use in Wisconsin



Alcohol has played an undeniable role in Wisconsin's history. Alcohol production was a factor in early economic growth while the temperance movement played a role in Wisconsin's early political history. In 1836, Wisconsin's territorial

government authorized local alcohol licensure, presaging the current system of municipal licensure.¹ In the late 19th and early 20th century alcohol became a proxy issue for anti-immigrant sentiments and religious bias.² At one point, religious overtones in the alcohol debate led Archbishop Messmer of Milwaukee to ban prohibitionist sermons.³ After prohibition was repealed, Milwaukee became synonymous with beer and the brewing industry, an image reinforced through advertising and popular TV programs.

Over time, nostalgia became denial. Like other people in different cultures and countries, Wisconsinites considered the favored alcoholic beverage a cultural virtue and not alcohol.⁴ The fact that more adults in Wisconsin drink alcohol and consume more alcohol than adults in other states may have masked the increasing occurrence of alcohol abuse and misuse. Over time, alcohol outlets proliferated to double the national average of alcohol outlets per capita.⁵ Wisconsin's rate of disorderly conduct arrests grew to five times the national average during the same period while similar arrest rates in other states were falling.⁶

Since 2000, Wisconsin has experienced among the highest rates in the nation of the following:⁷

- Binge drinking among adults
- Chronic heavy drinking among adults
- Underage drinking
- Underage binge drinking
- Self-reported drinking before driving

As a result, Wisconsin's alcohol-related law enforcement, medical and similar costs have soared. Even more concerning, the number of people who need but do not receive alcohol treatment has soared, especially among youth. In 2007, Wisconsin had an estimated 126,000 young people ages 12-25 in need of treatment for their alcohol dependence who did not receive care.⁸

Wisconsin's alcohol environment has evolved over many years. The result of Wisconsin's alcohol policies and practices were not intentionally malicious but instead were the result of unintentional consequences of community growth, isolated municipal control and the increasing influence of the alcohol and hospitality industries.

Fortunately, the experience of other states and nations suggests communities and institutions have the ability to reverse this situation. Change will take time and resources. Wisconsin's alcohol culture (also called the alcohol environment) can be improved through sustained effort among all segments of the community. In the long run, even difficult changes will be more cost-effective than the extraordinary amounts Wisconsin currently expends on alcohol related health care, emergency services, and treatment. Failure to create change will cripple the state's economic growth, limit our children's future and dishonor the efforts of earlier generations to build a strong and prosperous state.

This report is one step on the path towards a healthier, more prosperous Wisconsin. Subsequent groups should consider continued efforts to improve the alcohol environment, encourage employer efforts to support employees, provide treatment for the alcohol dependent and build communities which support recovery.



Alcohol, Culture and Environment Workgroup Final Report Recommendations

Summary of Recommendations

LEGISLATIVE OR STATE ACTION

The Wisconsin Legislature should approve action promoting public health and safety, through an improved alcohol environment. Legislative action is recommended to restore local authority and policies that have been eroded over time. Also, licensure fees must be restored to a level needed to support the local regulatory responsibilities.

MUNICIPAL ACTION

The primary responsibility for alcohol licensure and control falls on local governments in Wisconsin. Municipalities can improve the alcohol environment through adoption and implementation of evidence-based practices. ACE recommends specific changes in municipal policy that are proven to reduce alcohol misuse

EDUCATORS OR EDUCATIONAL INSTITUTIONS

Wisconsin's public and private schools, colleges and universities are the heart of Wisconsin's communities and key to future economic growth. These recommendations recognize the unique leadership role of educators. Broad-based community involvement in school efforts to reduce alcohol abuse by youth and young adults will create stronger, engaged communities and schools.

COMMUNITY GROUPS AND ORGANIZATIONS

The practices and policies of community groups are barometers of community norms. In some cases, an organization's long-standing alcohol policies unintentionally contribute to community alcohol problems even as these groups dedicate themselves to community improvement. When civic groups and faith communities review and adopt policies to discourage alcohol misuse, they improve the quality of community life and make a significant contribution to improving Wisconsin's alcohol culture.

EMPLOYERS

Individual alcohol use is influenced by employers' expectations as well as the community alcohol environment.⁹ Alcohol related problems impact worker productivity, workplace safety and, health care costs. The complex legal and health implications of the workplace alcohol environment suggest a need for alcohol policy and workplace work group composed of employers and employee representatives charged with developing private and public sector policies and practices.

Final Report Recommendations

Introduction



For nine months, the Alcohol, Culture and Environment (ACE) work group of the Wisconsin State Council on Alcohol and Other Drug Abuse Prevention Committee has examined the elements contributing to what many call the state's culture of alcohol or alcohol environment. While there is a widespread perception that the culture of alcohol contributes to injury, death and disease – there is no consensus in regards to how the alcohol culture developed or the factors that contributed to its development.

The ACE work group focused on the aspects of our alcohol environment that can be changed to exert a positive impact on Wisconsin's culture. To that end, ACE examined the public, organizational, and community policies and practices that could be changed to possibly improve the alcohol environment.

The problems associated with Wisconsin's culture of alcohol have been widely reported and discussed in the media, while a vision of a healthy alcohol environment in Wisconsin has remained unclear.

Therefore, we offer this broad vision of a healthy, vibrant Wisconsin with a balanced alcohol environment:

- All Wisconsin residents have the right to a family, community and working life protected from injury, harm and other negative consequences of alcohol misuse.
- All of Wisconsin's children have the right to grow up in an environment protected from the negative consequences of alcohol use, including overexposure to alcohol advertising.
- Wisconsin's residents have the right to complete, accurate and impartial information on the effects and consequences of alcohol use and misuse beginning at a very early age.
- Wisconsin residents who choose not to consume alcohol, for any reason, have the right to have their decision supported without judgment or pressure to consume alcohol.
- All Wisconsin residents experiencing the effects of dangerous drinking or alcohol abuse should have access to treatment and care.^a

Wisconsin's alcohol environment has evolved over time, community by community. Wisconsin residents are largely unaware of the significant power communities have over their alcohol environment. Since alcohol is regulated and controlled locally, changes must occur incrementally in each community. Local alcohol control gives individual citizens a significant amount of responsibility for control of the local alcohol environment.

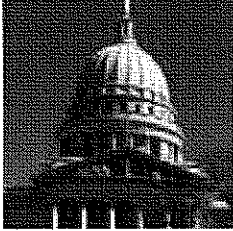
Wisconsin's elected and appointed officials have the responsibility and authority to regulate the community alcohol environment, but often lack the information and support needed to understand the legal and municipal issues of alcohol policy. Elected and local officials need an ongoing independent source of information and training on alcohol policy with the tools for municipalities to create a moderate alcohol environment and police protocols that remediate alcohol related problems economically and without disruption to the community at large.

There is no single cause or remedy for Wisconsin's alcohol-related problems. Action by both the Wisconsin Legislature and municipal government is needed to successfully make the changes that will improve the state's alcohol environment. The 49 unanimous recommendations included in this report begin with legislative support for actions which enable municipalities and communities to create a positive alcohol environment. Recommendations are categorized by the organization responsible for implementing the recommendation. Every level of government and community institution has a role in reforming our culture of alcohol.

^a Modeled upon the Ethical Principles and Goals of the European Charter on Alcohol, adopted December 1995.

Final Report Recommendations

Recommendations Requiring Legislative or State Action



The Wisconsin Legislature should approve action promoting public health and safety, through an improved alcohol environment. Legislative action is

recommended to restore local authority and policies that have been eroded over

time. Also, licensure fees must be restored to a level needed to support the local regulatory responsibilities.

1. Wisconsin statutes should be amended to allow sobriety checkpoints.
2. Municipalities should be given the authority to ban the sale of specific alcohol products within their communities.
3. Municipalities should be given the authority to limit operator's licenses to individuals within the municipality age 21 or older.
4. The 21 Minimum Legal Drinking Age (MLDA) has effectively reduced youth access to alcohol and traffic fatalities among young adults. This effective public policy should not be repealed or amended.
5. Wisconsin's statutes should be amended to prohibit parents, guardians and spouses over age 21 from purchasing alcohol in Class B establishments for their underage children or wards, while allowing parents and guardians to provide alcohol to their own children within the privacy of their home.
6. The ACE work group recognizes the important role the Operating While Intoxicated (OWI) laws play in shaping public attitude and behavior. The degree of societal tolerance is reflected in the laws that prohibit and punish drunk driving.

In 1997, Wisconsin Act 237 established January 1, 1989 as the date from which all alcohol related offenses are counted for purposes of determining offender status under Wis. Stat. § 343.307 and appropriate penalty exposure under § 346.65.

In 2009, after experiencing the effects of having a 20-year look-back period, Wisconsin enacted 2007 Wis. Act 111. This Act created three new felony classifications to differentiate among the burgeoning number of repeat OWI offenders.^b

The ACE work group recommends the following revisions to the current legal structure:

- The look-back period for counting purposes under § 343.307 shall be narrowed to a ten-year window from the time of the current offense. DMV records shall continue to reflect all convictions, revocations and suspensions as of January 1, 1989.
- The look-back period in felony cases of homicide by intoxicated use under § 940.09 and great bodily harm by intoxicated use under § 940.25 shall remain January 1, 1989.
- OWI Offenses under § 346.63(1) shall be punishable under § 346.65(2)(am) as follows:
 - o First offense will be a misdemeanor subject to a fine of not less than \$500 nor more than \$1,000.^c Not less than 48 hours in jail nor more than 6 months.
 - o Second offense will be subject to a fine of not less than \$1,000 nor more than \$2,400, and imprisonment for not less than 30 days nor more than 1 year in the county jail.^d
 - o Third offense will be a felony violation, subject to a fine of not less than \$1,000 and imprisonment for not less than 1 year nor more than 10 years in prison.

^b Fifth and sixth OWI = Class H felony: fine not to exceed \$10,000, imprisonment not to exceed six years or both. Seventh, eighth and ninth = Class G felony: fine not to exceed \$25,000, imprisonment not to exceed 10 years or both. Tenth and subsequent = Class F felony: fine not to exceed \$25,000, imprisonment not to exceed 12 years and six months or both. Effective April 2, 2008.

^c This is an increase from the current second offense penalties of a fine not more than \$350 nor more than \$1,100 and imprisonment for not less than five days nor more than six months.

^d This increases the forfeiture amount from not less than \$150 nor more than \$300.

Final Report Recommendations

Recommendations Requiring Legislative or State Action—*con't.*



- o Incarcerated felony offenders shall have access to evidence-based AODA treatment prior to release and shall have an aftercare plan in place for extended supervision.
 - “Code Red” will be implemented as a condition of release (bond or bail) for all OWI offenders. An offender is required to report to the designated agency twice a day, every day, and provide an alcohol-free breath test sample.
 - Homicide by intoxicated use under § 940.09 is a Class D felony unless a person has one or more prior convictions, suspensions, or revocations, as counted under s. 343.307(2), which makes the offense a Class C felony.
 - A Class D felony is subject to a fine not to exceed \$100,000, or imprisonment not to exceed 25 years, or both. A Class C felony is subject to a fine not to exceed \$100,000, or imprisonment not to exceed 40 years, or both.
 - For homicide by intoxicated use cases only, a Class D felony will be subject to a fine not less than \$1,750 nor more than \$100,000, or imprisonment not less than 12.5 years nor more than 25 years, or both.
 - For homicide by intoxicated use cases only, a Class C felony will be subject to a fine not less than \$2,000 nor more than \$100,000, or imprisonment not less than 20 years nor more than 40 years, or both.
 - Injury (great bodily harm) by intoxicated use under § 940.25 is a Class F felony subject to a fine not to exceed \$25,000, or imprisonment not to exceed 12 years and 6 months, or both.
 - For great bodily harm by intoxicated use cases only, a Class F felony shall be subject to a fine not less than \$1,000 nor more than \$25,000, or imprisonment not less than 6 years and 3 months nor more than 12 years and 6 months, or both.
7. Current police protocols for absolute sobriety requirements for underage drivers may be resulting in under enforcement of this important measure. ACE recommends creation and support for a procedure that handles absolute sobriety violations differently than under the current status quo. We recommend absolute sobriety violations with blood alcohol less than .08 be entered on the citation and the youth released to a responsible adult, without the transport and processing required of an adult charged with OWI. This method preserves severity and corresponding penalties of this offense, maintains public safety and allows law enforcement to process the violation and quickly return to duty.
8. Wisconsin statutes should be amended to require all individuals who pour, serve or mix alcohol to take responsible beverage server (RBS) classes regardless of individual licensure.
9. The Department of Revenue should require that the following content be included in online classes for Responsible Beverage Servers:
- Photos or videos of role playing servers refusing to serve intoxicated individuals, underage individuals or pregnant women.
 - Information about gender differences in metabolizing alcohol.
 - Information on the effect of alcohol on the fetus, particularly brain development, during pregnancy.
10. Managers’ training approved for use in Wisconsin should require a higher level of responsibility than beverage server training; specifically, how to supervise serving staff to receive a managers’ license.
11. Wisconsin statutes should be amended to require licensed operators to be age 21 or older.
12. Wisconsin statutes should be amended to increase the allowable fee of Temporary Class “B” picnic licenses to \$25 or more.
13. Wisconsin Statutes Section 85.55 should be amended to expand the number of alternative patron/customer transportation programs eligible for funding collected from the OWI surcharge.

Final Report Recommendations

Recommendations Requiring Legislative or State Action—*con't.*



14. The Wisconsin Law Enforcement Standards Board should create law enforcement and certification standards for a new category, Alcohol Compliance and Education officers, with the required curriculum including information on Wisconsin's alcohol related problems and alcohol protocols that have been determined to be effective.
15. Wisconsin's occupational tax rates on alcohol (commonly called alcohol excise taxes) should be increased to the national average for each category of alcohol beverage and indexed to the Consumer Price Index with increased revenues earmarked for alcohol related enforcement, adjudication, treatment and evidence-based prevention activities.
16. Administrative or legislative action should be taken to increase the alcohol occupational taxes to an amount equal to Wisconsin's minimum mark-up if the required level of mark-up is repealed or reduced.
17. Wisconsin should double the minimum and maximum amounts municipalities may charge for alcohol licenses (from \$50 - \$500 to \$100 - \$1,000) and increase Class B Permit fees to \$100 minimum and \$200 maximum.
18. Administrative or legislative action should be taken to assure that underage drinking offenses enumerated in 125.07 (4) (b) are treated sequentially, without regard to location. This should include offenses incurred across jurisdictions and out-of-state beginning with the first offense until age 21.
19. Wisconsin, through the Department of Health Services or another designated agency, should undertake a long-term media campaign outlining adult responsibilities and liability exposure that may occur as a result of purchasing, providing or pouring alcohol for underage individuals other than their own child or spouse. This campaign could be conducted in coordination with the statewide effort, Parents Who Host Lose the Most: Don't Be a Party to Teenage Drinking, which has shown great promise, or similar efforts to reduce youth access to alcohol.
20. Wisconsin should establish a statewide goal of 80% licensed retail compliance with minimum legal drinking age laws and support local alcohol age compliance checks. State support should come in the form of coordinated federal and state funding streams for law enforcement overtime, equipment purchases and civilian support services. These services should include training, recruiting youths, media and data analysis, in anticipation of Federal action linking state compliance rates and federal block grant funds.¹⁰
21. Wisconsin statutes should be amended to extend §125.075 to cover any underage person who is provided alcohol and then suffers great bodily harm or death due to that consumption, closing the current gap in state law. (Underage person is substituted for "minor" and is defined in §125.02(20m) as a person who has not attained the legal drinking age.)

Final Report Recommendations

Recommendations Requiring Municipal Action



The primary responsibility for alcohol licensure and control falls on local governments in Wisconsin. Municipalities can improve the alcohol environment through adoption and implementation of evidence-based practices. ACE

recommends these specific changes in municipal policy that are proven to reduce alcohol misuse:

1. The sale of alcohol and gasoline at the same location is incompatible and continues to pose a serious threat to public safety. Municipalities should cease to issue and, when appropriate, revoke or decline to renew alcohol licenses to establishments that sell gasoline.
2. Municipalities should adopt procedural guidelines and policies to govern all local deliberations and decisions on whether to issue, renew or revoke licenses to sell or serve alcohol (see example in Appendix 1).
3. Municipalities should consider using detailed license conditions, appended to pending alcohol licenses and renewals, to address specific concerns about the operation of the establishment and neighborhood concerns such as traffic, noise or sidewalk congestion (see example in Appendix 2).
4. Municipalities should regulate alcohol tasting in Class A establishments. The scope of regulations should include:
 - Cordoned, attended sampling area,
 - Require ID check limiting sampling to persons age 21 and older,
 - Locating the sampling area away from child-oriented products,
 - Require alcohol advertising for tastings to be at least 36 inches off the floor,
 - Presence of licensed operator within the sampling area.
5. Municipalities should adopt an ordinance establishing significant forfeitures for adults who provide a safe haven for underage drinking, pour or provide alcohol for three or more nonrelated youth on their property (see example in Appendix 3).
6. Law enforcement agencies should establish ongoing liaison with the owners and managers of rental property to prevent party or nuisance houses. These individuals should also establish a protocol for securing and dispersing unruly gatherings and evicting tenants in violation of the lease as a result of alcohol related problems.
7. Municipalities individually, or as part of a multi-jurisdictional task force, should operate well publicized saturation patrols to discourage drunk driving.
8. Municipalities should append the following conditions to all Class "B" Temporary [picnic] licenses (beer gardens, festivals, etc.) to reduce alcohol related injuries, disturbances and prevent underage drinking:
 - Create a secure perimeter around the licensed area with a double fence (with a minimum 7 foot gap), a single entrance and photo ID check,
 - Use wrist bands and hand stamps in rotating patterns to identify customers age 21 and older for alcohol purchase,
 - Require a Blood Alcohol Content (BAC) not greater than 0.04 and ban alcohol consumption while serving and mandate that alcohol RBS or local RBS alternative training be completed by all servers,
 - Mandate a minimum of one licensed bartender (operator) on site whenever alcohol is sold or served,
 - Allow only 12 oz (or smaller) clear or opaque cups with sale limited to two cups per purchase,
 - Stop serving alcohol one hour before closing the area,

Final Report Recommendations

Recommendations Requiring Municipal Action—*con't.*



- Require vendors to offer food or allow food purchased from vendors into the licensed area,
- Nonalcoholic drinks be priced less than alcohol beverages,
- No one under age 21 will be served alcohol even when accompanied by a parent, guardian or spouse of legal drinking age.

If additional security is required, municipalities may consider the following:

- Search all bags and backpacks of individuals entering the licensed alcohol area for alcohol and other contraband,
 - Make toilet facilities available within the secure perimeter.
9. Municipalities should limit alcohol advertising to prevent youth overexposure to alcohol advertising. Municipalities should consider:
- A ban on alcohol advertising within 500 feet of a school, church or park,^{11,12}
 - Banning single serving alcohol products where possible,
 - Banning alcohol advertising on public property,
 - Limiting alcohol banners over streets,
 - Establishing rules for tastings,
 - Limiting the portion of a window that can be covered in advertising viewable from the exterior,
 - Raising alcohol displays to above 36 inches from the floor.¹³
10. Municipalities should adopt ordinances prohibiting those who sell or serve alcohol from drinking while on duty or having a BAC above a 0.04 while working (commonly called sober server ordinances).
11. Municipalities should adopt ordinances banning the use of beer bongs and similar devices in addition to competitions and games designed to force the rapid consumption of alcohol in licensed establishments.
12. Municipalities should establish ongoing, comprehensive alcohol age compliance checks for both on and off premise licensees with citations issued to vendors and/or employees for noncompliance.
13. Municipalities should adopt ordinances placing significant restrictions on the sale of alcohol at public events including:
- Prohibiting alcohol sales at youth events and youth oriented events such as interscholastic sports or children's entertainment,
 - Mandated on or off-duty officers retained for security, wrist bands and hand stamp to confirm security and the diligent monitoring for intoxicated/ incapacitated persons,
 - Non-alcohol beverages that cost less than alcohol,
 - Seating within fenced and gates alcohol serving and consumption area,
 - Limiting the number of alcohol beverages one individual may purchase at a time,
 - Schedule saturation patrols to coincide with the anticipated conclusion time of the event.
14. Municipalities should prohibit consumption-based drink specials such as time limited pricing, specials which increase drink volume without increasing the price and all-you-can-drink flat fee specials.
15. Municipalities should adopt beer keg registration ordinances as an effective tool to apprehend adults who provide alcohol to underage youth and to deter such purchases in the future (see example in Appendix 4).

Final Report Recommendations

Recommendations Implemented by Educators or Educational Institutions



Wisconsin's public and private schools, colleges and universities are the heart of Wisconsin's communities and key to future economic growth. These recommendations recognize the unique leadership role of educators.

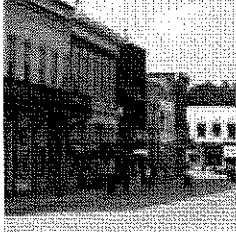
Broad-based community involvement in school efforts to reduce alcohol abuse by youth and young adults will create stronger, engaged communities and schools.

1. Youth participation in co-curricular activities is a privilege, not a right. Wisconsin educators and youth would benefit from the adoption and consistent enforcement of a single statewide Code of Conduct for co-curricular activities. Each school district has the right to restrict participation in co-curricular activities for rule violations across conferences with the goal of a statewide, consistently enforced code.
2. Violations of a student or athletic code of conduct should be entered into the student's permanent record. Disciplinary actions should carry over between academic sessions and observed by all public and private schools.
3. Schools should be strongly encouraged to conduct the Youth Risk Behavior Survey (YRBS) to provide an accurate local measure of youth alcohol and other drug use.
4. Wisconsin school principals, athletic directors, and guidance counselors, should be required to attend Drug Impairment Training for Educational Professionals (DITEP) every three years and become familiar with local referral networks.
5. Both public and private schools should implement long-term evidence-based practices and programs to prevent and reduce underage drinking. These efforts should be renewed through scheduled booster sessions and reinforce the communities' overall prevention goals. Schools should work with the community to ensure the necessary services are in place so that students in need of alcohol related services can be referred to the appropriate provider.¹⁴
6. Schools should provide parents with information on the hazards of underage drinking and alcohol initiation as part of parenting education sessions, helping parents define their own guidelines for alcohol use and prevention of misuse.
7. Wisconsin's colleges, universities, and the municipalities where they are located, should take steps to create an environment that discourages underage and high risk drinking. This should include adopting the policies and practices endorsed by the Task Force on College Drinking of the National Advisory Council of the National Institute on Alcohol Abuse and Alcoholism (NIAAA).

We further recommend that measurable standards documenting the implementation of the NIAAA recommendations be a measure of performance for campus leaders.

Final Report Recommendations

Recommendations for Community Groups and Organizations



The practices and policies of community groups are barometers of community norms. In some cases, an organization's long-standing alcohol policies unintentionally contribute to community alcohol problems even as these groups dedicate them-

selves to community improvement. When civic groups and faith communities review and adopt policies to discourage alcohol misuse, they improve the quality of community life and make a significant contribution to improving Wisconsin's alcohol culture.

1. Wisconsin's civic and service groups should support the efforts of community coalitions working to improve alcohol environment to make the community a more desirable place to live, work and do business. Further, service and civic groups should adopt and implement policies and practices that reduce underage drinking and excessive drinking leading to intoxication.
2. Civic groups should demonstrate responsible alcohol policy and practices by adopting the following guidelines for their own alcohol sales, including:
 - Alcohol must not be served to anyone under age 21, without exception, at group events,
 - Alcohol must not be sold at youth oriented events,
 - When alcohol is sold as part of fundraising events, groups should voluntarily adopt the recommended serving conditions for Temporary Class "B" picnic licenses.
3. While each religious tradition must define its own ministry of prevention, we recommend the following for serious consideration and implementation:
 - Local faith communities should adopt alcohol policies meeting the same standards recommended for Class "B" Temporary permits:
 - o Create a secure perimeter around the licensed area with a double fence (with a minimum 7 foot gap), a single entrance and photo ID check,
 - o Use wrist bands and hand stamps in rotating patterns to identify age 21 and older customers for alcohol purchase,
 - o Require a BAC less than or equal to 0.04 and ban alcohol consumption while serving and require alcohol RBS or local RBS alternative training required for all servers,
 - o Mandate a minimum of one licensed bartender (operator) on site whenever alcohol is sold or served,
 - o Allow only 12 oz (or smaller) clear or opaque cups with sale limited to two cups per purchase,
 - o Stop serving alcohol one hour before closing the area,
 - o Require vendors to offer food or allow food purchased from vendors into the licensed area,
 - o Nonalcoholic drinks must cost less than alcohol beverages,
 - o No one under age 21 should be served alcohol.

continued

Final Report Recommendations

Recommendations for Community Groups and Organizations



- Other than as part of a religious service, require all groups, including private events held by parishioners on church property, to abide by rules for alcohol service including:
 - o Adult monitoring of the alcohol supply at the event,
 - o Alcohol should not be given to underage persons by caterers or other serving staff,
 - o ID check should be required by service staff to everyone appearing to be age 30 or less.
- Provide parents with information on the hazards of underage drinking and alcohol initiation as part of parenting education sessions, helping parents define their own guidelines for alcohol use and prevention of misuse.
- Each congregation or faith community should support interfaith and community efforts to reduce youth access to alcohol and young adult binge drinking through community coalitions and campus-community coalitions.
- Prohibit adults from consuming alcohol while supervising or chaperoning youth events or consuming alcohol prior to attending the event.
- Establish and publicize a policy of respect and simple acceptance for those who request non-alcoholic beverages; providing nonalcoholic beverages at all events for those who choose not to consume alcohol for any reason.

Final Report Recommendations

Recommendations for Employers



Individual alcohol use is influenced by employers' expectations as well as the community alcohol environment.¹⁵ Alcohol related problems impact worker productivity, workplace safety and, health care costs. The complex

legal and health implications of the workplace alcohol environment suggest a need for alcohol policy and workplace work group composed of employers and employee representatives charged with developing private and public sector policies and practices.

1. While implementing Smoke-Free Wisconsin 2010 requirements, we recommend employers evaluate or reevaluate their workplace alcohol environment. Employers should consider whether official policy, sanctioned activities or common practice creates an environment that condones or contributes to alcohol misuse or exerts pressure to drink on those who wish to abstain from alcohol use for any reason. We make this recommendation to all employers regardless of whether drug-free workplace laws or regulations apply.
2. Wisconsin's employers can support a productive workforce, lower the social and financial burden of alcohol misuse and guide the development of an educated and productive workforce by:
 - Asking supervisors to model appropriate alcohol use,
 - Prohibit serving alcohol to anyone under the age of 21 at company events and provide a variety of nonalcoholic beverage choices,
 - Amend company personnel policies to suggest respect for those who chose not to drink alcohol for any reason,
 - Adopt policy requiring absolute sobriety for employees during business hours,
 - Include Screening, Brief Intervention and Referral to Treatment (SBIRT) in employee health packages,¹⁶
 - Provide SBIRT screening through on-site medical staff or as part of regular screening for a wide range of conditions,
 - Provide follow-up services as part of the employee assistance program for alcohol abuse to reduce the likelihood of relapse.
3. We recommend the Wisconsin State Council on Alcohol and Other Drug Abuse (SCAODA) convene a workgroup including different categories of manufacturing and service sector employers, organized labor, workplace safety experts, labor lawyers and industrial health care professionals. This group should review policies and practices that impact the workplace alcohol environment including the use of portable breath testing equipment. For example, all stakeholder groups may want to consider the use of portable breath testing equipment in similar ways to urine drug screens for illicit drugs of abuse (e.g., random alcohol breath tests) among all employees.

Conclusion

Wisconsin's framework for alcohol policy was established fifty years before research demonstrated that public policy and community practices have the ability to prevent and reduce illegal, inappropriate and dangerous alcohol use without significant impact on moderate drinkers over age 21. As a result, Wisconsin must adopt strategies at the private, community, municipal and state levels in an effort to make alcohol less acceptable, available, attractive and affordable to vulnerable populations. These recommendations provide a portfolio of effective strategies for the leaders and communities creating a safer, healthier future in Wisconsin.

Acknowledgements

The members of the ACE workgroup are grateful for the many municipalities, law enforcement agencies, community coalitions, and individuals who provided copies of public and private policies intended to reduce alcohol related harm in their communities. The following examples are provided to foster community discussion and do not represent the full range of potential options.

Appendix 1: City of Fitchburg Policy Guidelines for Alcohol Beverage Licenses

Appendix 2: License Condition Adopted by the City of Racine

Appendix 3: Social Host Ordinance Adopted by City of Manitowoc

Appendix 4: La Crosse Keg Registration Ordinance.

Appendix 1: City of Fitchburg Policy Guidelines Alcohol Beverage Licenses

Intent As it is the responsibility of the Public Safety & Human Services Committee (“Committee”) of the Fitchburg Common Council to screen applications for alcohol beverage licenses within the City of Fitchburg under the licensing authority granted by Chapter 125 of the Wisconsin Statutes and Chapter 11 of the Fitchburg Ordinances, the Committee adopts the following guidelines in order to specify the reasons for denying, non-renewing or revoking an alcohol beverage license. If a decision is made to deny, revoke, suspend or non-renew a license, the committee is required to provide that person with a written reason for the denial. These guidelines are adopted to meet that requirement.

Please note: If the Police Department recommends denial, revocation, suspension, or nonrenewal of a license, both that person and the employer are notified in writing of the recommendation and are provided the opportunity to meet with the Public Safety and Human Services Committee to discuss the denial. If the Public Safety and Human Services Committee denies, revokes, suspends or does not renew a license, both that person and the employer will be notified, in writing, of the denial and the guideline that was used as reason for denial.

The following guidelines are established by the Committee to provide a framework for which persons are eligible for issuance of an alcohol beverage license (i.e. grounds for denial) and a framework for suspension, revocation or non-renewal. **There is broad discretion retained on behalf of the Committee to consider each case on an individual basis. Deviation from the guidelines may be allowed if mitigating circumstances exist, which may include, but are not limited to, the particular circumstances documented or the length of time that has expired since the offense.**

Since alcohol beverage license holders must act in cooperation with law enforcement to enforce the alcohol beverage laws, drunk driving laws, and assist with minimizing disturbances of the peace and maintaining the safety of the community, individuals with a past history of negative or uncooperative contacts with police agencies should be scrutinized; provided, however, that the Committee shall not discriminate against such applicants based on a prior arrest or conviction record, pursuant to Wis. Stat. § 111.321, 111.322, 111.335 and 125.12(1)(b), unless said arrest or conviction record substantially relates to the circumstances of the particular licensed activity.

It is with these goals in mind, as well, that these guidelines are adopted.

For purposes of these guidelines, an “alcohol beverage license,” “license” or “permit” constitutes a retail license or an operator’s license. Additionally, the definition of “person” shall be as defined in Chapter 11 of the Fitchburg Ordinances. Therefore, these guidelines also apply to corporations, limited liability companies, agents, and partnerships. A corporation or limited liability company with an arrest or conviction record may be issued a license if the corporation or limited liability company has terminated its relationship with all the individuals whose actions directly contributed to the conviction [Sec. 125.04(5)(C)].

Furthermore, to the extent Wis. Stat. Ch. 125 or Fitchburg Ordinances provide additional grounds for denial, suspension, revocation or non-renewal, the Committee may also rely on such provisions.

The Committee will only deny renewal of, suspend or revoke a current alcohol beverage license under these guidelines, or other justification provided by law, if the person committed an offense substantially related to the licensed activity within the license year period immediately preceding the year for which the person is seeking renewal or within the license year period in which suspension or revocation is sought, unless the police chief demonstrates that previous offenses were not considered in the approval of the current license. In the event the person is considered for non-renewal, suspension or revocation as the result of such an offense, the Committee shall consider all offenses, regardless of when they occurred, to determine application of these guidelines.

Appendix 1: (continued)

City of Fitchburg Policy Guidelines Alcohol Beverage Licenses

Additionally, with respect to a non-natural person, such person's license may be revoked, suspended or non-renewed in the event a new officer, director, member, or manager, is named and such person does not qualify under these guidelines; with the exception that a corporation or limited liability company may retain its license if it terminates its relationship with all the individuals whose actions directly contributed to the conviction. With respect to successor agents, see Wis. Stat. § 125.04(6). Notwithstanding the above, the following violations may not be used as grounds for suspension, revocation or non-renewal of an existing license:

1. Furnishing alcohol beverages to underage persons unless the licensee has committed two (2) violations within a one (1) year period), or 2. Violations punishable under Wis. Stat. § 945.03(2m), 945.04(2m) or 945.05(1m) (relating to commercial gambling and gambling devices).

A copy of these guidelines shall be provided to each person who applies for a license.

GUIDELINES

Guideline 1. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of any felony, unless duly pardoned, does not qualify for an alcohol beverage license. (To the extent the other guidelines reference a specific offense, this guideline shall apply if the offense constitutes a felony.)

Guideline 2. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, **arising out of separate incidents**, within the last ten (10) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Violent crimes against the person of another, including but not limited to homicide, aggravated battery, sexual assault, injury by negligent use of a weapon, injury by negligent use of a vehicle, or injury by intoxicated use of a vehicle.
- (b) Crimes involving cooperation (or lack thereof) with law enforcement officials, including but not limited to, obstructing a police officer, resisting arrest, bribery of public officers or employees, misconduct in public office, bomb scares, or acts or threats of terrorism.
- (c) Manufacturing, distributing, delivering a controlled substance or a controlled substance analog; possessing with intent to manufacture, distribute or deliver, a controlled substance or a controlled substance analog.

Guideline 3. Provided the offense is **substantially related to the circumstances of the licensed activity**, any person who has been convicted of, released from incarceration in a State or Federal Prison System, or a county jail for, or released from parole or probation status, or has a current charge pending, for two (2) or more offenses, **arising out of separate incidents**, within the last three (3) years in the following subcategories, does not qualify for an alcohol beverage license:

- (a) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
- (b) Alcohol beverage offenses (under Wis. Stat. Ch. 125 or Fitchburg Ordinance Ch. 11 - excluding administrative violations such as "failure to post license under glass") **(furnishing alcohol beverages to underage persons shall not be used as grounds for suspension, revocation, or non-renewal of an existing license unless the licensee has committed two (2) violations within a one (1) year period).**

Appendix 1: (continued)

City of Fitchburg Policy Guidelines Alcohol Beverage Licenses

- (c) Perjury or false swearing, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.
- (d) Possessing a controlled substance, controlled substance analog or drug paraphernalia.
- (e) Operating a motor vehicle while under the influence of intoxicants or drugs.
- (f) Operating a motor vehicle with a BAC in excess of .08% by weight.
- (g) Open intoxicants in public places or in a motor vehicle.

Guideline 4. Provided the offenses are **substantially related to the circumstances of the licensed activity**, any person who is an habitual law offender does not qualify for an alcohol beverage license. To constitute a habitual law offender there need not have been a trial or conviction for each or any offense. What is required is that the offenses were committed, that the law has been violated, and that the fact of such violations can be shown. See *Smith v. City of Oak Creek*, 139 Wis. 2d 788 (1987). For purposes of these guidelines, an habitual offender includes, but is not limited to a person who has committed:

- (a) Two (2) or more offenses, each a separate incident, within the immediately preceding six (6) months.
- (b) Three (3) or more offenses, each a separate incident, within the immediately preceding two (2) years.
- (c) Six (6) or more offenses, each a separate incident, within the preceding ten (10) years.

In the case of a person applying for, or possessing, a retail license, an habitual law offender, or habitually troublesome license holder, shall include, but not be limited to persons who have accumulated more than 100 points, in at least two (2) separate incidents, in the immediately preceding year for violations set forth under 11.15(4) of the Fitchburg Ordinances.

Guideline 5. In addition to the other provisions under these guidelines, pursuant to Wis. Stat § 125.12, a person's alcohol beverage license may be denied, non-renewed, suspended or revoked if the person:

- (a) Keeps or maintains a disorderly or riotous, indecent or improper house.
- (b) Sold or has given away alcohol beverages to known habitual drunkards.
- (c) Does not possess the qualifications under Chapter 11 of Fitchburg Ordinances to hold a license.

Guideline 6. Any person who materially falsifies an application for an alcohol beverage license will not be eligible to re-apply for an alcohol beverage license for a period of six (6) months from the **date of denial** of such application. The Committee may waive the provisions of this paragraph, allow the applicant to submit a corrected application, with the appropriate fee, and grant an alcohol beverage license to the person, if it appears to the Committee that any falsifications on the application were the result of inadvertence, excusable neglect, or mistake.

Severability. If any section, subsection, sentence or phrase of this Policy is for any reason held to be invalid or unconstitutional by reason of a decision of any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or phrase.

Conflict. Any conflict between Wis. Stat. Ch. 125, Fitchburg Ordinance Ch. 11 and this policy shall be decided on the order of precedence which shall be the order listed in this sentence.

This policy will go into effect on the 25th day of November, 2003.

Appendix 2: Conditional Use Agreement

WHEREAS Constantin Tousis, agent for TTDH, nc, d/b/a Better Day BP desires to acquire a “Class B” fermented malt beverage and intoxicating liquor license for 2100 Douglas Avenue, Racine, Wisconsin; and

WHEREAS, the Public Safety and Licensing Statutes, for the public safety and welfare of the neighborhood where Better Day BP is located.

NOW, THEREFORE, it is agreed by and between Constantin Tousis and the Public Safety and Licensing Committee, as follows:

1. The Public Safety and Licensing Committee will recommend to the Common Council that Constantin Tousis be issued a “Class B” fermented malt beverage and intoxicating liquor license, on the following conditions:
 - (a) That neither Constantin Tousis or any officer, agent, official or employee of TTDH, Inc. d/b/a Better Day BP will sell any single containers (i.e., individual cans or bottles) of fermented malt beverages to any customer at any time in the convenience store area, and will only sell individual mixed drinks and/or individual bottles of beer and/or individual glasses or bottles of wine to customers seated in the restaurant area of said premises.
 - (b) That no packaged intoxicating liquors will be sold for on or off-site consumption.
2. Any violation of the conditions set out above shall be grounds for revocation and/or non-renewal.

Appendix 3: Manitowoc Social Host Ordinance

ORDINANCE

An Ordinance to create Section 14.07 of the City of Manitowoc Municipal Code regulating underage possession and consumption of alcohol at private residences located in the City of Manitowoc.

The Mayor and Common Council of the City of Manitowoc do ordain as follows:

SECTION 1. Section 14.07 is created to read as follows:

“(1) Purpose and Findings. The Common Council of the City of Manitowoc intends to discourage underage possession and consumption of alcohol, even if done within the confines of a private residence, and intends to hold persons civilly responsible who host events or gatherings where persons under 21 years of age possess or consume alcohol regardless of whether the person hosting the event or gathering supplied the alcohol. The Common Council of the City of Manitowoc finds:

- (a) Events and gatherings held on private or public property where alcohol is possessed or consumed by persons under the age of twenty-one are harmful to those persons and constitute a potential threat to public health requiring prevention or abatement.
- (b) Prohibiting underage consumption acts to protect underage persons, as well as the general public, from injuries related to alcohol consumption, such as alcohol overdose or alcohol related traffic collisions.
- (c) Alcohol is an addictive drug which, if used irresponsibly, could have drastic effects on those who use it as well as those who are affected by the actions of an irresponsible user.
- (d) Often, events or gatherings involving underage possession and consumption occur outside the presence of parents. However, there are times when the parent(s) is/are present and condone the activity, and in some circumstances, provide the alcohol.
- (e) A deterrent effect will be created by holding a person responsible for hosting an event or gathering where underage possession or consumption occurs.

(2) Definitions. For purposes of this chapter, the following terms have the following meanings:

- (a) Alcohol.** “Alcohol” means ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, whiskey, rum, brandy, gin or any other distilled spirits including dilutions and mixtures thereof from whatever source or by whatever process produced.
- (b) Alcoholic Beverage.** “Alcoholic beverage” means alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine or beer, and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed or combined with other substances.
- (c) Event or Gathering.** “Event or gathering” means any group of three or more persons who have assembled or gathered together for a social occasion or other activity.
- (d) Host or Allow.** “Host” or “allow” means to aid, conduct, entertain, organize, supervise, control or permit a gathering or event.
- (e) Parent.** “Parent” means any person having legal custody of a juvenile:
 - (1) As natural, adoptive parent or step-parent;
 - (2) As a legal guardian; or
 - (3) As a person to whom legal custody has been given by order of the Court.

Appendix 3: (continued)

Manitowoc Social Host Ordinance

(f) Residence, Premises or Public or Private Property. “Residence”, “premises”, or “public or private property” means any home, yard, farm, field, land, apartment, condominium, hotel or motel room or other dwelling unit, or a hall or meeting room, park or any other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for a party or other social function, and whether owned, leased, rented or used with or without permission or compensation.

(g) Underage Person. “Underage person” is any individual under twenty-one (21) years of age.

(h) Present. Being at hand or in attendance.

(i) In Control. The power to direct, manage, oversee and/or restrict the affairs, business or assets of a person or entity.

SECTION 2. Prohibited Acts. It is unlawful for any person(s) to: host or allow an event or gathering at any residence, premises or on any other private or public property where alcohol or alcoholic beverages are present when the person knows that an underage person will or does (i) consume any alcohol or alcoholic beverage; or (ii) possess any alcohol or alcoholic beverage with the intent to consume it; and the person fails to take reasonable steps to prevent possession or consumption by the underage person(s).

(a) A person is responsible for violating (A) above if the person intentionally aids, advises, hires, counsels or conspires with or otherwise procures another to commit the prohibited act.

(b) A person who hosts an event or gathering does not have to be present at the event or gathering to be responsible.

SECTION 3. Exceptions. This chapter does not apply to conduct solely between an underage person and his or her parents while the parent is present and in control of the underage person.

(a) This chapter does not apply to legally protected religious observances.

(b) This chapter does not apply to situations where underage persons are lawfully in possession of alcohol or alcoholic beverages during the course and scope of employment.

SECTION 4. Penalties. A person who violates any provision of this ordinance is subject to a forfeiture of not less than \$1,000 nor more than \$5,000, together with the costs of prosecution. A person who is in default of payment is subject to imprisonment in the county jail until the forfeiture and costs are paid.”

SECTION 5 . This Ordinance shall take effect the day after publication.

*This instrument drafted by Kathleen M. McDaniel
Assistant City Attorney*

Appendix 4: La Crosse Beer Keg Registration Ordinance

KEG REGISTRATION

- (1) Definitions. For the purpose of this subsection the following definitions shall apply:
 - (a) “Keg” means any container capable of holding four gallons or more of beer, which is designed to dispense fermented malt beverages (beer) directly from the container for purposes of consumption.
 - (b) “Registration-seal” means any document, stamped declaration, seal, decal, sticker or device approved by the City Police Department, which is designed to be affixed to kegs, and which displays a registration number and such other information as may be prescribed by the City Police Department.
- (2) Registration-Seal Requirement. No retail licensee of fermented malt beverages may sell fermented malt beverages in a keg without having registered the sale, on a form provided for by the city Police Department, and affixing a registration seal on the keg at the time of the sale.
- (3) Registration-Declaration. The registration-declaration shall contain the following:
 - (a) Require the purchaser of fermented malt beverages to sign a declaration and receipt for the keg or other container in substantially the form provided for in Paragraph (3)(c) of this ordinance.
 - (b) Require the purchaser to provide two pieces of identification.
 - (c) Require the purchaser to sign a statement on the declaration that:
 - (i) The purchaser is of legal age to purchase, possess, or use fermented malt beverages.
 - (ii) The purchaser will not allow any person, under the age of twenty-one (21) years, unless authorized by State law, to consume the beverage.
 - (iii) The purchaser will not remove, obliterate, or allow to be removed or obliterated, the identification required under this ordinance to be affixed to the container.
 - (d) Require the purchaser to provide their name and address.
 - (e) Such other information as may be required by the City Police Department.
- (4) Keg Return-Procedure to be followed by Licensee. When a registered keg is returned to the licensee, the registration seal shall be removed or obliterated and note of such action shall be made on the registration records of the licensee.
- (5) Seizure or forfeiture of keg. If a person is in possession of a keg used for or containing beer in violation of this ordinance, then the keg and its contents shall be subject to seizure by the City of La Crosse Police Department.
- (6) Responsibility to Maintain Records. All licensees of fermented malt beverages shall maintain a complete and accurate record of all registration forms and other documentation of the sale of kegs at the place of business selling kegs for a period of not less than two (2) years. Such records regarding keg sales shall be open to inspection by the City Police Department at reasonable times.
- (7) Limitation on Number of Kegs and Gallons of fermented Malt beverages.
 - (a) No licensee shall sell to any person or any address where consumed more than the number of kegs that exceed 31 gallons of fermented malt beverages within a forty-eight (48) hour period, which kegs may contain 15.5 gallons of fermented malt beverages for a total of 31 gallons of fermented malt beverages.

- (b) This prohibition limiting the number of kegs for a total of 31 gallons per address or location shall also apply to each address or location or those addresses that are simultaneously provided for a single event if said addresses are contiguous to each other with respect to the consumption of fermented malt beverages in containers totaling more than 31 gallons. Such occupants or owners of those addresses and locations shall be subject to the penalties for violating this ordinance.
- (8) Administration of Keg Registration. The City Police Department, by its Chief of Police, or his or her designee, shall provide for the implementation of this ordinance, which is intended to prevent the misuse of alcohol consumption, as well as provide for orderly, compatible, livable neighborhoods.
- (9) That a minimum \$50 deposit is required for each keg, which will be returned to purchaser upon return of the keg.
- (10) Kegs seized by the City of La Crosse Police Department in violation of this ordinance must be registered. Unregistered kegs shall be subject to a forfeiture of not less than \$1,000 plus penalty and costs. (The ordinance shall take effect November 1, 2005, after its passage and publication.) (3rd Am. Ord. #4287 created 9/8/05)

Endnotes

- 1 Strong, Moses, McCure, *History of the Territory of Wisconsin from 1836-1849*, (Madison, Democrat Printing Co, 1885), 231.
- 2 Current, R., *The History of Wisconsin (vol.2)*, (Madison Wisconsin State Historical Society, 1976), 142-143.
- 3 Messmer Held Church Aloof from Dry War", *Milwaukee Sentinel*, August 14, 1930.
- 4 Edwards, Anderson, Babor et al., *Alcohol Policy and the Public Good*, (New York, Oxford University Press, 1995), 2.
- 5 Rommel, R., "Wisconsin is Famous for Outgoing Spirit, but Getting Home can be Deadly", *Milwaukee Journal Sentinel*, October 1, 2008: Wasted in Wisconsin.
- 6 Jovaag, A., *Impact of Alcohol and Illicit Drug Use in Wisconsin*, (University of Wisconsin School of Medicine and Public Health, Population Health Institute 2007), 7.
- 7 Jovaag, A., *Impact of Alcohol and Illicit Drug Use in Wisconsin*, (University of Wisconsin School of Medicine and Public Health), Population Health Institute 2007.
- 8 Department of Health and Social Services Substance Abuse and Mental Health Services Administration, "National Survey on Drug Use and Health, 2007 State Estimates", Accessed from <http://oas.samhsa.gov/2k7/state/2k7State.pdf> on December 30, 2009.
- 9 Roman, P., Blum, T., "The Workplace and Alcohol Problem Prevention", *Alcohol Research and Health*, vol. 26, no.1 National Institute on Alcohol Abuse and Alcoholism. 2002.
- 10 Bonnie, Richard J. and O'Connell, Mary Ellen, *Reducing Underage Drinking: A Collective Responsibility*, Committee on Developing a Strategy to Reduce and Prevent Underage Drinking, Board on Children, Youth, and Families, National Research Council (Eds) (National Academics Press, 2004).
- 11 Distilled Spirits Council of the United States Code of Professional Responsibility, Accessed from http://www.discus.org/pdf/61332_DISCUS.pdf December 2009.
- 12 Beer Institute Advertising and Marketing Code, (2006), Accessed from <http://www.beerinstitute.org/BeerInstitute/files/ccLibraryFiles/Filename/00000000384/2006ADCODE.pdf> December 2009.
- 13 "Point-of-Purchase Alcohol Marketing and Promotion by Store Type - United States, 2000-2001", *Morbidity and Mortality Weekly Report*, April 11, 2003, 52(14); 310-313.
- 14 Bonnie, pg 193-197.
- 15 Roman, pg 49.
- 16 The George Washington University Medical Center, "Workplace Screening and Brief Intervention: What Employers Can and Should Do About Excessive Alcohol Use", Ensuring Solutions to Alcohol Problems, March 2008. Accessed from http://www.ensuringsolutions.org/usr_doc/Workplace_SBI_Report_Final.pdf on December 2009.



State of Wisconsin
State Council on Alcohol and Other Drug Abuse
1 West Wilson Street, P.O. Box 7851
Madison, Wisconsin 53707-7851

ORDINANCE #12-10

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: §150-23, Schedule C (Yield Right-of-Way Intersections) is hereby amended as follows:

ADDITION

<i>Traffic On</i>	<i>Yields At</i>
Talbot Avenue	Randall Avenue (to the left)
Lawton Place	Randall Avenue (to the left)
Oakdale Avenue	Randall Avenue (to the left)

Section 2: §150-23, SCHEDULE B (Stop Intersections/Right Turn No Stop) is hereby amended as follows:

DELETION

<i>Traffic On</i>	<i>Stops At</i>
Oakdale Avenue	Randall Avenue

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

RESOLUTION #12-31

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703, WIS. STATS. STORM SEWER LATERALS GLENWOOD AVENUE FROM RIDGEWAY BOULEVARD TO LAWTON PLACE, NICOLET AVENUE FROM GLENWOOD AVENUE TO RANDALL AVENUE, LAWTON PLACE FROM GLENWOOD AVENUE TO ITS NORTH END

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Section 66.0703, Wis. Stats., for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer laterals. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

STORM SEWER LATERALS – GLENWOOD AVENUE

Both sides of Glenwood Avenue from Ridgeway Boulevard to Lawton Place
Both sides of Nicolet Avenue from Glenwood Avenue to Randall Avenue
Both sides of Lawton Place from Glenwood Avenue to its north end

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer Laterals.

3. The assessments against any parcel shall be paid as follows:

- (a) In cash within 30 days of invoice; or
- (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
- (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

- (a) Preliminary plans and specifications for said improvements;
- (b) An estimate of the entire cost of the proposed improvements;
- (c) A schedule of the proposed assessments;
- (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.

5. Upon receiving the report of the Board of Public Works, the Clerk-Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

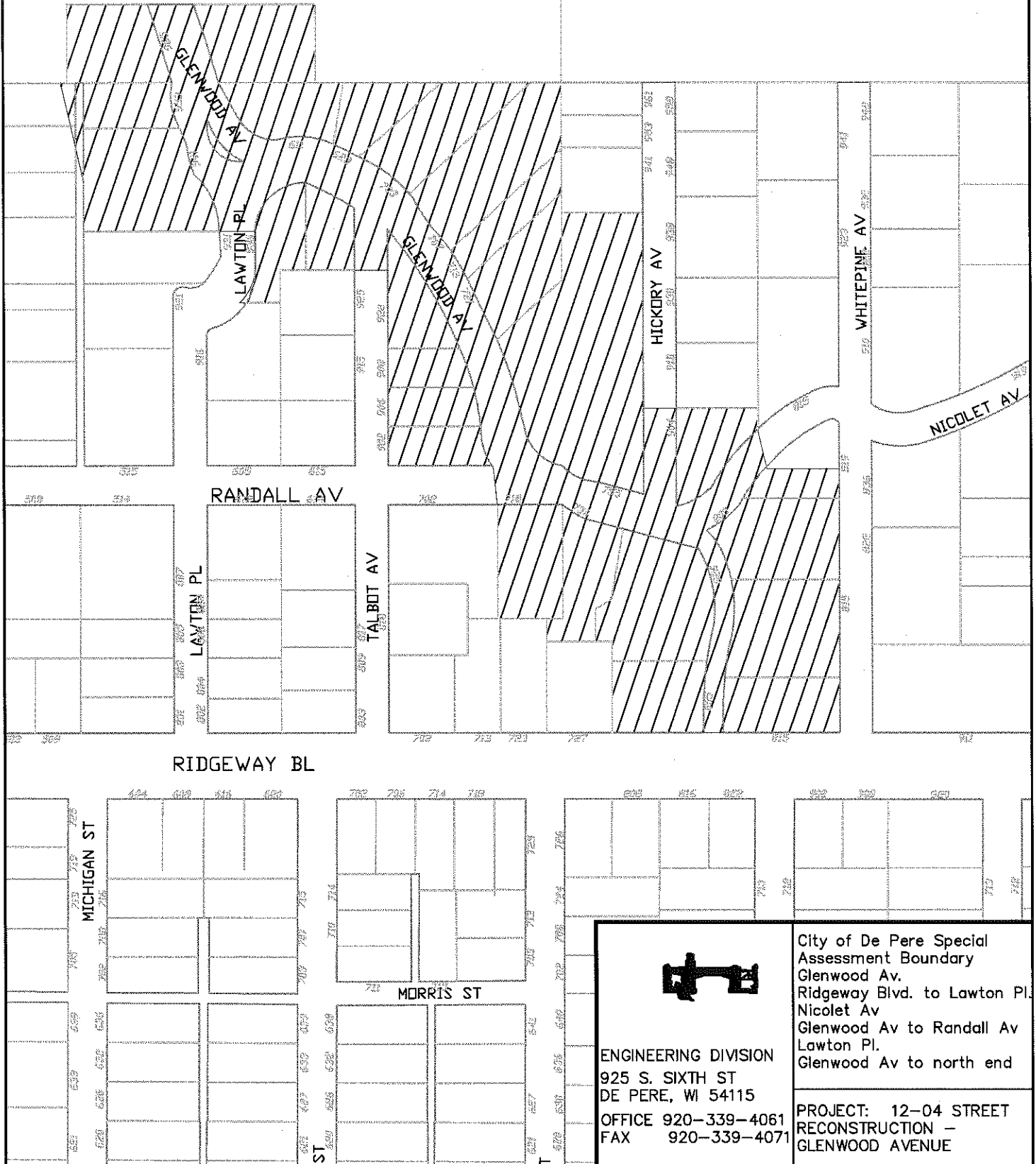
Vicki L. Scray, Deputy Clerk

Ayes: ____

Nays: ____



SPECIAL ASSESSMENT BOUNDARY



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

City of De Pere Special
Assessment Boundary
Glenwood Av.
Ridgeway Blvd. to Lawton Pl.
Nicolet Av
Glenwood Av to Randall Av
Lawton Pl.
Glenwood Av to north end

PROJECT: 12-04 STREET
RECONSTRUCTION -
GLENWOOD AVENUE

**SCHEDULE B
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS**

STORM SEWER LATERALS (100% Assessable)

No.	Item	Total Quantity	Unit Cost	Total Cost	Assessable	Non-Assessable
33-41-2.1 22-02-1.5-06	6" PVC Storm Sewer Laterals	580	\$24.50 LF	\$14,210	\$14,210	\$0
Sub-Total				\$14,210	\$14,210	\$0
Technical, Legal, and Administration				\$2,842	\$2,842	\$0
Total Estimated Cost				\$17,052	\$17,052	\$0
Total Estimated Project Cost				\$17,052		

**SCHEDULE C
PROPOSED ASSESSMENT RATES**

ASSESSMENT RATE CALCULATION

Improvement	Unit Type	Number of Units	Total Cost (Assessable)	
Storm Sewer Laterals	Each	23	\$17,052	\$741 Per Each

Note: ERU is for Equivalent Residential Units

PROBABLE PROJECT FINANCING

Description	Units	Cost/ Unit	Total
(1) Storm Sewer Lateral Assessment	23 EA	\$741	\$17,052
Total Estimated Project Cost			\$17,052

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER LATERAL CONSTRUCTION

LOCATION - GLENWOOD AVENUE, NICOLET AVENUE, LAWTON PLACE

COST PER UNIT - STORM SEWER LATERAL (PRELIMINARY) -

\$741

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT
		UNIT	COST	
CHARLES J HOCKERS 965 LAWTON PL DE PERE WI 54115-2624	ED-1128-3 965 LAWTON PL	2	\$1,482	\$1,482
SOFIA M AURICCHIO 941 LAWTON PL DE PERE WI 54115-2624	ED-1225 941 LAWTON PL	1	\$741	\$741
JAMES W KREITER 953 LAWTON PL DE PERE WI 54115-2624	ED-1223 953 LAWTON PL	1	\$741	\$741
JULIE ANNE KRESS 800 GLENWOOD AVE DE PERE WI 54115-3014	ED-1339 800 GLENWOOD AVE	1	\$741	\$741
MARK A & DIANE E BETZ 815 PINE AVE DE PERE WI 54115-3040	ED-1343-1 815 PINE AVE	1	\$741	\$741
LINDA M NEPH 815 RIDGEWAY AVE DE PERE WI 54115-3028	ED-1342 815 RIDGEWAY AVE	1	\$741	\$741
JAMES & RITA VAN GEMERT 904 HICKORY AVE DE PERE WI 54115-3016	ED-1336 904 HICKORY	1	\$741	\$741
RICHARD D & ELLEN P HORAK 1908 HARBOURSIDE DR #404 LONGBOAT KEY, FLA 34228-4207	ED-1313 755 NICOLET AVE	1	\$741	\$741
TERRENCE JON NICHOLSON 611 GLENWOOD AVE DE PERE WI 54115-3011	ED-1303 611 GLENWOOD	1	\$741	\$741
DALE J & KAREN M MILKIE 623 GLENWOOD AVE DE PERE WI 54115-3011	ED-1304 623 GLENWOOD AVE	1	\$741	\$741
CRAIG M & DENISE J FITZGERALD 703 GLENWOOD AVE DE PERE WI 54115-3012	ED-1302 703 GLENWOOD AVE	1	\$741	\$741
GEO & FRANCES OSTRANDER 707 GLENWOOD AVE DE PERE WI 54115-3012	ED-1299 707 GLENWOOD AVE	1	\$741	\$741

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER LATERAL CONSTRUCTION

LOCATION - GLENWOOD AVENUE, NICOLET AVENUE, LAWTON PLACE

COST PER UNIT - STORM SEWER LATERAL (PRELIMINARY) -

\$741

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM LATERAL ASSESSMENT UNIT	COST	TOTAL ASSESSMENT
MICHAEL & FLORANNE HANNA 713 GLENWOOD AVE DE PERE WI 54115-3012	ED-1298 713 GLENWOOD AVE	1	\$741	\$741
STEVE H & JULIE A VANDENLANGENBERG 721 GLENWOOD AVE DE PERE WI 54115-3012	ED-1296 721 GLENWOOD AVE	1	\$741	\$741
RONALD O & KAREN S KORB 920 TALBOT AVE DE PERE WI 54115-3035	ED-1274 920 TALBOT AVE	1	\$741	\$741
ARDA I ISHKHANIAN & STEPHEN E PERKINS 908 TALBOT AVE DE PERE WI 54115-3035	ED-1276 908 TALBOT AVE	1	\$741	\$741
RONALD M CODY & CHERYL ENGLEBERT 906 TALBOT AVE DE PERE WI 54115-3035	ED-1277 906 TALBOT AVE	1	\$741	\$741
WELLS ALLISON H TRUST 902 S RICE RD OJAI CA 93023	ED-1278 902 TALBOT AVE	1	\$741	\$741
JOSEPH B & SUSAN K SCHINKTEN 936 LAWTON PL DE PERE WI 54115-2625	ED-1259 936 LAWTON PL	1	\$741	\$741
JOSEPH B & SUSAN K SCHINKTEN 936 LAWTON PL DE PERE WI 54115-2625	ED-1273 GLENWOOD AVE	1	\$741	\$741
KEVIN M & SUSAN M PASTERSKI 805 GLENWOOD AVE DE PERE WI 54115-3013	ED-1307 805 GLENWOOD AVE	1	\$741	\$741
DAVID W HUNNICUTT & AMY L LEWIS 730 NICOLET AVE DE PERE WI 54115-3062	ED-1312 730 NICOLET AVE	1	\$741	\$741
RICHARD P & DEBORAH L AUSTIN 826 GLENWOOD AVE DE PERE WI 54115-3014	ED-1309 826 GLENWOOD AVE	0	\$741	\$741
SCOTT W & KATHERINE M JANSSEN 718 RANDALL AVE DE PERE WI 54115-3025	ED-1292 718 RANDALL AVE	0	\$741	\$741
TOTAL			\$18,525	\$18,525

RESOLUTION #12-32

AUTHORIZING RECIPROCAL STREET MAINTENANCE AGREEMENT
BETWEEN THE CITY OF DE PERE AND THE TOWN OF LAWRENCE

WHEREAS, the City and Town of Lawrence share a common boundary within which certain rights of way intersect both jurisdictions; and

WHEREAS, the parties believe it is cost effective and efficient to cooperate with one another in maintenance, repair and replacement responsibilities for those rights of way that cross from one jurisdiction into the other; and

WHEREAS, the City and Town of Lawrence wish to reciprocally agree to permit the use, occupancy and maintenance of the portions of right of way identified and provided for herein; and

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy Clerk are authorized and directed to execute the Reciprocal Street Maintenance Agreement Between the City of De Pere and the Town of Lawrence as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

()

**RECIPROCAL STREET MAINTENANCE AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE TOWN OF LAWRENCE**

THIS AGREEMENT made and is entered into pursuant to Wis. Stats. §66.0301, this 24 day of October, 2011, by and between the City of De Pere, a Wisconsin municipal corporation ("De Pere") and the Town of Lawrence, a Wisconsin township ("Lawrence").

WITNESSETH

WHEREAS, De Pere and Lawrence share a common boundary within which certain rights of way intersect both jurisdictions; and

WHEREAS, the parties believe it is cost effective and efficient to cooperate with one another in maintenance, repair and replacement responsibilities for those rights of way that cross from one jurisdiction into the other; and

WHEREAS, De Pere and Lawrence wish to reciprocally agree to permit the use, occupancy and maintenance of the portions of right of way identified and provided for herein.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

I. DEFINITIONS

- | | |
|---------------------------------|---|
| • Center Line Frontage: | The lineal measurement of the right of way improved by a major street maintenance or public improvement project. Such measurement shall not take into account the assessability of the property abutting such maintenance or improvement project. |
| • Major Street Maintenance: | Overlay, crackfilling and reconstruction. |
| • Major Sidewalk Maintenance: | Mudjacking, grinding and replacement. |
| • Routine Street Maintenance: | Snowplowing and sweeping. |
| • Minor Street Maintenance: | Pothole filling |
| • Routine Sidewalk Maintenance: | Snowplowing |
| • Subject ROW: | The following described rights of way: |

1. Mid Valley Drive from the centerline of Main Avenue southeasterly along the centerline to the municipal limits, approximately 954 ft.
2. Grant Street: Hwy 41 overpass lighting
3. Scheuring Road sidewalk, between the Highway 41 ramps

- Territorial Frontage: The lineal measurement of the property within the territorial jurisdiction of a particular party which is adjacent to right of way which has been improved by major street maintenance. Such measurement shall not take into account the assessability of the property abutting such project but shall include the right of way of intersecting streets.
- Total Project Costs: The actual construction cost of any major street maintenance project, plus a 20% administrative/engineering fee, less any federal, state, or other aids received.

II. ROUTINE MAINTENANCE OF STREET AND SIDEWALK IMPROVEMENTS AND MINOR MAINTENANCE FOR STREET IMPROVEMENTS

- A. The parties shall assume responsibility for routine street and sidewalk maintenance as follows:
1. Mid Valley Road right of way: Lawrence
 2. Scheuring Road sidewalk: De Pere
- B. Neither party shall bill the other party for routine maintenance of the above rights of way.
- C. Lawrence shall bill De Pere for minor street maintenance on a time and materials basis, to be billed on a per occurrence basis.

III. ELECTRICAL COSTS OF LIGHTING GRANT STREET UNDER HWY 41

The parties acknowledge that the Wisconsin Department of Transportation will install lighting under the Hwy 41 overpass of Grant Street and that the boundary

line between Lawrence and De Pere is located at the approximate midpoint of Grant Street under such overpass.

It is understood between the parties that the electrical system connecting these wall mounted light fixtures is currently not separately metered from other electrical usage of De Pere fixtures. Lawrence agrees to reimburse De Pere on or before July 1 of each year, one-half of the electrical costs associated with such lighting fixtures, to be determined yearly based upon June 1 rates in effect at such time as follows: # of light fixtures x # of watts x 13 hours/day x 365 days x WPS electric rate. Should WPS raise or lower its rates after June 1, the parties agree to an updated accounting of the costs under the new rate and further agree to a refund to Lawrence or additional payment by Lawrence, as the case may be.

IV. MAJOR STREET MAINTENANCE OR CONSTRUCTION OF PUBLIC IMPROVEMENTS

Major street maintenance or the construction of public improvements may be accomplished on any area of the subject right of way by either party, subject to the requirements of this paragraph. The party desiring the maintenance or improvement shall give the other party written notice prior to July 1 of the year preceding the planned improvement. The parties shall meet to discuss the nature of the proposed improvement. Unless otherwise provided herein, the costs of major street maintenance and public improvements under this paragraph shall be allocated as follows:

- A. Scheuring Road sidewalk: shall be paid by the municipality within which such sidewalk is located.
- B. Mid Valley Road: by multiplying the total project costs times a fraction, the numerator of which is each party's territorial frontage, and the denominator of which is two (2) times the center line footage.

For example:

Total Project Cost = \$500,000.00

Territorial Frontage = 100 feet

Centerline Footage = 250 feet

$$\frac{100}{2 \times 250}$$

$$\$500,000.00 \times 1/5 = \$100,000.00$$

V. RECIPROCAL CONSTRUCTION/MAINTENANCE, PERMISSION AND HOLD HARMLESS

It is the intent of the parties that by this document, each party is granted the authority and permission to enter upon the right of way under the jurisdiction of the other if it is necessary to perform construction or maintenance activities under this Agreement. If the traveled portion of any subject right of way is to be obstructed by such maintenance or construction, the party engaging in the construction or maintenance shall notify the other in writing at least seven (7) days prior to commencement of the activity. In the case of all construction and maintenance activities contemplated in this Agreement, each party shall be responsible to perform such activities in a prompt, competent manner, taking all reasonable safety precautions, including the posting of adequate traffic control devices where necessary. The parties further agree to restore any territory disturbed by any construction or maintenance to its condition prior to such activity or as near as practicable as possible. Each party further agrees to hold the other party harmless for any and all injury to persons on property which may occur or be said to occur as a result of either party's performance under this Agreement which may be said to occur to any persons or property, be they persons or property of Lawrence, its agents or employees, De Pere, its agents or employees, or third parties. This hold harmless agreement is meant to be to the fullest extent provided by law.

VI. MISCELLANEOUS

- A. Contractual Interpretation. The paragraphs headed by Roman numerals in this Agreement are referred to as sections and are intended to include as categories thereunder lettered paragraphs. The lettered paragraphs in this Agreement are to be referred to as paragraphs and the numbered paragraphs as subparagraphs. The section, paragraph and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.
- B. Notices. All notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on date of mailing. All notices and communications shall be addressed to the parties hereto at their respective addresses as set forth:

If to Lawrence:

Town Chairman
Town of Lawrence
2595 French Road
De Pere, WI 54115

With copy to:

If to De Pere:

City Clerk-Treasurer
City of De Pere
335 South Broadway Street
De Pere, WI 54115

With copy to:

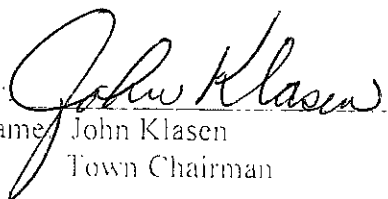
City Administrator
City of De Pere
335 South Broadway Street
De Pere, WI 54115

- C. Law Governing. This Agreement shall be construed in accordance of the laws of the State of Wisconsin.
- D. Assignment. Neither party shall have the right to assign this Agreement or any rights or obligations hereunder without first having obtained the written consent of the other party.
- E. Entire Agreement. This Agreement contains all agreements, terms, covenants, conditions, warranties and representations made or entered into by and between the parties and constitutes the sole and entire Agreement between the parties with respect thereto. This Agreement may not be modified or amended unless the modification or amendment is set forth in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and date above first written.

TOWN OF LAWRENCE

CITY OF DE PERE

By: 
Name: John Klasen
Town Chairman

By: _____
Michael J. Walsh, Mayor

By: 
Name: Robert J. Barkett
Administrator

By: _____
Charlene M. Peterson, Clerk-Treasurer

RESOLUTION #12-33

AUTHORIZING CITY OF DE PERE & WEST DE PERE SCHOOL DISTRICT
COOPERATIVE AGREEMENT

WHEREAS, the City has a Day Camp Summer Recreation Program; and

WHEREAS, the West De Pere School District is interested in such Day Camp Program
by providing West De Pere School District teachers for the staffing of such program; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which
recommends approval of the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the City of De Pere & West
De Pere School District Cooperation Agreement as is attached and incorporated
as Exhibit A, together with such subsequent renewals as may be required,
provided such renewals are substantively similar to Exhibit A.

BE IT FURTHER RESOLVED THAT:

That all City officials, officers and employees are authorized and directed to take
such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE & WEST DE PERE SCHOOL DISTRICT COOPERATIVE AGREEMENT

Whereas the City of De Pere ("City") and West De Pere School District ("WDSD") desire to have the City and the District to continue to work cooperatively in offering leisure and educational programs/classes for the benefit of De Pere residents, the parties agree as follows:

1. **TERM OF AGREEMENT:** This Agreement is effective JUNE 11, 2012 THROUGH AUGUST 17, 2012. This Agreement may be renewed on a yearly basis upon approval of the parties' governing bodies. Such renewal shall be discussed and reviewed by the parties on a timely basis. The WDSD reserves the right to cancel this Agreement if the Department of Public Instruction changes summer programming regulations or other funding sources can not be obtained making it fiscally impossible for the district to continue the relationship.
2. **WEST DE PERE SCHOOL DISTRICT (WDSD) RESPONSIBILITIES:**
 - a. Shall work cooperatively with City of De Pere to offer leisure and educational programs during the term of this agreement.
 - b. The WDSD shall assist in marketing all cooperative programs, which will include allowing flyers or other promotional material for said programs to be distributed within schools.
 - c. With the exception of the Activity Coordinator for Summer Camp, the WDSD shall hire all designated instructors for the cooperative programming as agreed upon by both the City and WDSD, and such instructors/teachers shall at all times be employees of the West De Pere School District. As such, the WDSD shall be responsible for all wages and benefits of the instructors/ teachers designated and shall not be considered employees of the City for any purpose. To the extent applicable or required by law, the WDSD shall remain responsible for all workers compensation, unemployment compensation, automobile and liability coverages for such designated instructors/teachers during the term of this cooperative effort. Even though the instructor/ teacher will receive on-site direction from the City and its employee, the WDSD shall be responsible for all discipline/removal decisions concerning such instructor/teacher.
 - d. By paying for designated instructors/staff, WDSD will have the ability to submit the program for state reimbursement. All money collected from the State shall belong to the WDSD.
 - e. WDSD shall only designate such persons for participation in this project as have been determined by WDSD to comply with the Districts requirements under §48.685 Wis. Stats. (the Criminal history and child abuse record search Act) and the District's immunization requirements.

- f. WDSB employees shall adhere to the Day Camp policies and procedures developed by City, and shall attend such training sessions on those policies as deemed necessary by City.

3. CITY OF DE PERE RESPONSIBILITIES:

- a. Shall work cooperatively to offer leisure and educational programs during the term of this agreement.
- b. The City shall maintain complete control of all leisure and educational programs offered in cooperation with the WDSB except as provided for herein. City shall complete and adopt policies and procedures as necessary for the administration of Summer Day Camp and shall provide the same to WDSB employees selected to participate in the Summer Day Camp.
- c. The City shall market all cooperative classes.
- d. Registration fees for all cooperative programming shall be kept by the City of De Pere.
- e. The City shall provide a breakdown of all class/program participants designating those that are West De Pere School students.
- f. The City of De Pere shall designate an Activity Coordinator for the Summer Day Camp and select instructors/teachers as agreed upon with the WDSB who will participate in the cooperative programming classes and such instructors/teachers shall at all times be employees of the City. As such, the City shall be responsible for all wages and benefits of the head instructors/teachers designated and shall not be considered employees of the WDSB for any purpose. To the extent applicable or required by law, the City shall remain responsible for all workers compensation, unemployment compensation, automobile and liability coverages for such designated instructors/teachers during the term of this cooperative effort. Even though the instructors/teachers will be located at a school facility, the head instructors/teachers will remain under the general supervision of the City and its employee and the City shall be responsible for all discipline/removal decisions concerning such head instructors/teachers.
- g. The City shall provide employee supervision for day-to-day activities and tasks.

4. OTHER PROVISIONS:

- a. Contact representative for the West De Pere School District will be Jo Boss, Director of Pupil Services and Mike Kowalczyk, Associate Principal, Hemlock Creek Elementary School.
- b. Contact representatives for the City of De Pere will be Cindy Lee, Activity Coordinator and Paula Rahn, Community Center Manager.
- c. Each party shall be liable for any negligence of its own personnel and shall indemnify and hold the other harmless as to any claims arising therefrom.
- d. The City and WDSD shall not be considered joint employers of any personnel and shall hold each other harmless as to any claims or obligations arising with respect to its own employees.
- e. The City will maintain a current accounting of the program's expenses and receipts which shall be made available to WDSD within a reasonable period of time upon request.

City of De Pere

School District of West De Pere

Signed: _____

By: Michael J. Walsh

Title: Mayor

Date: _____

Signed: _____

By: John Zegers

Title: Superintendent

Date: _____

RESOLUTION #12-34

AUTHORIZING MEMORADUM OF AGREEMENT BETWEEN THE WISCONSIN
HISTORIC SOCIETY AND THE CITY OF DE PERE FOR THE COMPLETION OF
NATIONAL REGISTER OF HISTORIC PLACES NOMINATIONS

WHEREAS, the City Historic Preservation Commission is interested in completing
nominations to the National Register of Historic Places; and

WHEREAS, the Agreement, attached and incorporated as Exhibit 1, is necessary in order
to secure an \$8,000 grant for historic preservation.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of
Understanding between the Wisconsin Historical Society and the City of De Pere
(Exhibit 1).

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are further authorized and directed to
take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

MEMORANDUM OF AGREEMENT between THE WISCONSIN HISTORICAL SOCIETY by and through THE STATE HISTORIC PRESERVATION OFFICER and the **City of DePere** for the **completion of National Register of Historic Places nominations identified as Project No. 55-12-41956-09.**

THIS AGREEMENT between the Historic Preservation Division, Wisconsin Historical Society, by and through the State Historic Preservation Officer, hereinafter called the SOCIETY and the City of DePere hereinafter called the SUBGRANTEE, will undertake a historic preservation project to be assisted with a grant-in-aid to support the National Register of Historic Places program in Wisconsin. The program was established by the National Historic Preservation Act of 1966, as amended, and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SOCIETY and the SUBGRANTEE agree as follows:

1. Attachments

The SUBGRANTEE shall carry out the project as specified in this document and attachment which is incorporated into and made part of this memorandum of agreement as:

Attachment A. the project "Work Program;"

2. Amendments (Administration Manual, section 11)

With the exception of Progress Reports, any change to the approved work program (scope of work), products, product/activity due date(s), or budget must be submitted in writing to the SOCIETY at least 30 days prior to effecting and in accordance with the requirements in the "Administration Manual, Section 11."

Other than Progress Reports, deadlines are mandatory and extensions will only be given in unforeseen and extraordinary circumstances. Examples are death or resignation of key participant or major natural disaster; a computer "crash," however, is not an extraordinary circumstance. The SUBGRANTEE must notify the SOCIETY immediately when the extraordinary event occurs.

3. **Period of Performance**

All work carried out as part of this grant-assisted project shall be conducted between the date of the SUBGRANTEE's state purchase order and the **project completion date, July 15, 2013**. It is not possible to extend the period of performance for this project. However, should interim project due date(s) need extension, see item 2. "Amendments."

Drafts of any publications prepared as part of this project shall be submitted by the dates specified in the "Work Program," for review and approval by the SOCIETY.

The SUBGRANTEE agrees to submit all the materials described in the "Work Program" to the SOCIETY on or before the deadlines given for the submission of specified products: failure to meet a deadline may be cause to terminate this agreement. Any Work Program activities completed **after September 30, 2013** cannot be considered an allowable cost, except for completion of the final Reimbursement Request.

The SOCIETY agrees to review all materials within 30 days of their receipt, returning any incomplete or inadequate materials to the SUBGRANTEE for revision or completion. The SOCIETY must approve that all project materials conform to the applicable Secretary of Interior's "Standards" prior to final reimbursement.

The SUBGRANTEE shall submit by September 30, 2013, the final reimbursement request, Project Completion Report, and any materials or reports that required revision after SOCIETY review.

4. **Professional Supervision** (Administration Manual, section 4)

The SUBGRANTEE agrees to provide and maintain a principal investigator whose professional qualifications have received prior approval of the SOCIETY, to ensure that the work conforms to the work program, and to provide the necessary standard of professional conduct required for this project under the federal program regulations.

The SOCIETY staff will maintain contact with the principal investigator and will provide necessary and reasonable amounts of training, advice or technical assistance for the successful completion of project work.

5. **Contracts** (Administration Manual, sections 5 and 6)

The Subgrantee agrees to:

- a. not contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension;
- b. comply with Federal competitive procurement requirements (Administration Manual, section 5) for professional services, any sub-contracts and submit evidence of such prior to reimbursement; and
- c. submit any contracts drafted for the performance of work activities to the SOCIETY for comment and approval prior to execution.

6. **Allowable Costs** (Administration Manual, section 8)

All Project Costs are subject to the applicable principles described in Office of Management and Budget (OMB) Circulars. See our Administration Manual, Section 3-01 for the specific circulars that apply to various types of applicants/subgrantees. This section also gives the Website address for these circulars.

If the SUBGRANTEE receives \$300,000 or more annually in **total federal funds**, it agrees to comply with the provisions of OMB Circular A-133, Single Audit Act of 1984, and to submit to the SOCIETY a copy of the audit report within 30 days of publication.

Further all project related spending must:

- a. meet federal requirements for the program;
- b. conform to the approved project budget and occur within the period of performance;
- c. be necessary and reasonable for the completion of project work; and
- d. be disassociated with "lobbying," in accordance with 18 U.S.C. 1913.

7. **Progress and Completion Reports** (Administration Manual, section 9)

The SUBGRANTEE shall submit a Progress Report by the **15th day of October 2012; January 2013; and April 2013** or until project completion is reported in the format provided by the SOCIETY. The Society may grant extensions to written or verbal requests, if justification is determined to be satisfactory.

The SUBGRANTEE shall notify the SOCIETY immediately if any situation should arise that will adversely affect the timely or successful completion of this project.

The project completion report titled "Final Project Report" shall conform to the SOCIETY requirements and be submitted by September 30, 2013.

8. **Reimbursement Requirements** (Administration Manual, section 10)

Reimbursement to the SUBGRANTEE shall be subject to receipt of funds from the National Park Service, provided reimbursement amounts are:

- contained on an acceptable reimbursement request form;
- supported by evidence of compliance with Federal competitive procurement requirements;
- supported by copies of expense plus payment records; and
- supported by evidence that all project work activities specified for the period have been completed.

9. The SOCIETY agrees to reimburse the SUBGRANTEE **100% of allowable** project costs within 60 days of the SOCIETY's receipt of an acceptable reimbursement request on the following schedule:
 - a. Up to 75% of the federal award will be paid prior to project completion. The SUBGRANTEE must submit a Reimbursement Request by September 15, 2013 for all expenses incurred through August 31, 2013.
 - b. The remaining 25% of the federal award will be paid to the SUBGRANTEE after receipt of the final Reimbursement Request and Project Completion Report (see 8, above), or after all completion materials and auditable records are approved as meeting the applicable Secretary of the Interior's "Standards", which ever is later. The final reimbursement request shall be submitted by September 30, 2013 or earlier.

The SUBGRANTEE agrees to maintain all subcontractor or professional services procurement histories financial and records pertaining to the full life-cycle of the subgrant for a period of not less than five years after completion of the project. The State Legislative Audit Bureau, the SOCIETY, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to subgrant records for audit purposes.

10. **Acknowledgment of Federal Assistance** (Administration Manual, section 7)

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, and pertinent presentations that the SUBGRANTEE participates in or initiates in the required format.

11. **General Provisions**

- a. **Copyrights.** Since federal funds are involved in this project, no copyright is available to any participants in the project. All material remains in the public domain and cannot be copyrighted.
- b. **Compliance with federal and state laws.** The SUBGRANTEE agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The SUBGRANTEE further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the applicable Secretary of the Interior's standards.
- c. **Title VI Compliance.** The SUBGRANTEE agrees to comply with Title VI of the Civil Rights Act of 1964 that states that no person on the grounds of race, color, marital status, religious creed or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

- d. Civil Rights Assurance of Compliance. The SUBGRANTEE agrees to comply with the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all requirements imposed by or pursuant to the Department of the Interior Regulations (43 CFR 17) issued pursuant to these titles, to the end that, no person in the United States shall, on the grounds of age or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Subgrantee receives financial assistance from the National Park Service and hereby gives assurance that it will immediately take any measures to effectuate this agreement.
- e. Program Income. During the period of this grant (October 1, 2011 through September 30, 2013), any income earned by a SUBGRANTEE from activities of which part or all of the cost is a direct cost shall reduce the subgrant award.
- f. Liability. The SUBGRANTEE shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, and its officers, employees, and agents from, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the SUBGRANTEE in executing work under this agreement.

This AGREEMENT may be terminated before the project completion date upon thirty (30) days written notice from either the State Historic Preservation Officer or the SUBGRANTEE. Should this agreement be terminated by the State Historic Preservation Officer, except for reasons of non-compliance by the SUBGRANTEE, the SOCIETY will reimburse the SUBGRANTEE for up to **a maximum of 100% of the eligible** costs incurred up to the termination date. Should this agreement be terminated by the SUBGRANTEE, the SOCIETY, at the discretion of the State Historic Preservation Officer, may reimburse the SUBGRANTEE for a maximum of 50% of the eligible costs incurred to the termination date or may require the SUBGRANTEE to return any or all federal funds transferred to the SUBGRANTEE by the termination date, depending upon the circumstances of the termination.

This AGREEMENT becomes effective upon signature by the parties below and upon receipt by the SUBGRANTEE of a purchase order for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

By

Michael Stevens
State Historic Preservation Officer

Date

By

Michael Walsh-City of DePere

Date

DEPERE WORK PROGRAM
Project No. 55-12-41956-09
MEMORANDUM OF AGREEMENT
Attachment A: Work Program (As of 4/6/12)

The Division of Historic Preservation-Public History (DHP-PH), Wisconsin Historical Society, and the City of DePere, hereinafter called the subgrantee, agree to the following work activities and project conditions for the completion of at least one National Register of Historic Places nomination and related activities in DePere, assisted with an historic preservation grant-in-aid.

1. The subgrantee shall conform to and follow all requirements and guidelines detailed in the two manuals found on the Wisconsin Historical Society website. The "Supplementary Manual for Completing State Register and National Register of Historic Place Form in Wisconsin" is located at www.wisconsinhistory.org/hp/sup-manual/ while the "Subgrants Manual" is located at www.wisconsinhistory.org/hp/grants/. The subgrantee shall inform the principal investigator of these requirements.
2. Consultant Selection. The subgrantee, with the assistance of the DHP-PH, must hire a principal investigator within two months of the signing of this agreement. Recruitment and hiring must follow DHP-PH procedures and Department of Interior guidelines as explained in the "Subgrants Manual." The DHP-PH has final approval of the principal investigator selected. The principal investigator must be qualified according to the professional qualifications found at www.wisconsinhistory.org/hp/grants/qualifications.asp
3. National Register Nomination. The National Register of Historic Places nomination will be prepared according to the guidelines promulgated by the National Register and in the format specified by the DHP-PH. The DHP-PH will have final approval of all nominations prior to commencement of work. The completed nominations are due at the DHP-PH by July 15, 2013.

The following items must be submitted for each nomination by the project completion date. Each is more fully described in the supplementary manual.

- a. The original, fully completed, typed National Register of Historic Places Inventory-Nomination Form (10-900). The form may be found on the Wisconsin Historical Society website at <http://www.wisconsinhistory.org/hp/forms/nr-form.doc>

DEPERE WORK PROGRAM

Project No. 55-12-41956-09

MEMORANDUM OF AGREEMENT

Attachment A: Work Program Page 2

- b. One summary statement for each nomination. Each statement will be approximately 250 words, written for a popular audience (avoiding excessive jargon,) and suitable for web-page publication.
- c. The full text of the nomination and of the summary statement on diskette or compact disk.
- d. Two 5" x 7" (or 8" x 10") black-and-white prints of each photo submitted, labeled in pencil as specified by the National Register and the DHP-PH. Negatives, organized in plastic negative sleeves, must be submitted to the DHP-PH **OR** Two sets of commercially produced prints and a disk with the image files created using the standards set forth in the National Register Photo Policy Fact Sheet: http://www.nps.gov/history/nr/publications/guidance/Photo_Policy_final.doc Prints must be labeled on the back in pencil. In all cases, photos or prints must be high quality and sufficient to document the property, including views of interiors and of all outbuildings in the case of individual property nominations.
- e. A PowerPoint presentation that fully documents the significance and appearance of each individually eligible property for the Review Board meeting. The PowerPoint presentation must be compressed to create a file of manageable size. The presentation must be submitted on a CD together with the individual original uncompressed image files. Image files must be in TIF format at a minimum resolution of 300 PPI. This should result in a file size of around 5MB. The individual image files must be labeled according to the DHP-PH labeling standard.
- f. Original USGS quadrangle maps as needed to identify nominated properties. The maps must be labeled in pencil as specified by the National Register and the DHP-PH and must include construction lines for the calculation of UTM coordinates. Individual properties must be located and circled.
- g. District maps, site plans, and/or floor plans, as needed.
- h. It is the responsibility of the subgrantee to provide a complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a Review Board meeting. Historic district nominations require three full sets of mailing labels submitted on Avery 5160, Avery 5161, or similar label format.
- i. One completed nomination submission checklist.

DEPERE WORK PROGRAM

Project No. 55-12-41956-09

MEMORANDUM OF AGREEMENT

Attachment A: Work Program Page 3

- j. All district nominations require an update to the Wisconsin Historic Preservation Database (WHPD) as directed in the subgrants manual. New or updated records are required for all resources in the district whether contributing or non-contributing. For information regarding the proper creation of inventory cards go to www.wisconsinhistory.org/hp/survey-manual/ and click on "When do I need to prepare a new inventory card" in the survey manual (p. 45). The information for the nomination resources will be entered into WHPD by the consultant. The consultant will be given free access to WHPD for one month in order to enter the nomination findings for the City of DePere project only. The consultant must contact the DHP-PH in order to set up this special one month access.
- k. The subgrantee, in consultation with the city and the National Register coordinator, will make arrangements for an informational meeting for historic district property owners.

The subgrantee will be responsible for the presentation of the nomination to the State Historic Preservation Review Board. Any corrections or additional information required by the State Review Board or the National Park Service shall be provided by the subgrantee. Any costs associated with these corrections are not part of this project budget.

- 4. Acknowledgment of Federal Assistance. An acknowledgment of federal funding must be made in any publication or slide or video production resulting from this project (See Section 7 of the "Subgrant Administration Manual"). The standard acknowledgment that must be used is stated in the manual. Press releases, speeches, and other dissemination of information by a subgrantee regarding grant-assisted projects must also acknowledge the support of the National Park Service and the Wisconsin Historical Society. Future publications, materials, or projects that result from this grant-assisted project must acknowledge the federal support.

RESOLUTION #12-35

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2011

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De
Pere do hereby authorize that the following accounts be established as non-lapsing funds as of
December 31, 2011:

<u>Account</u>	<u>Amount</u>
Police-Radio Outlay	\$49,000
Police-Community Policing	\$2,609
Police Training	\$2,406
Fire/Rescue-Radio Outlay	\$117,099
Fire/Rescue-Copy Machine	\$10,000
Fire/Rescue-Act 102	\$12,038
Fire/Rescue-EOC	\$2,977
Fire/Rescue-Fire Prevention	\$3,894
Public Works-Engineering Furniture	\$2,180
Public Works-Engineering GPS/AVL Equipment	\$1,882
Traffic Signs & Markings-Solar Pedestrian Signs	\$4,000
Parks Forestry-Consulting Emerald Ash Borer	\$2,500
Economic Development-Training	\$1,200
Economic Development-Consulting TIF #9 Creation	\$4,400
GIS-SQL Training	\$1,900
GIS-Consulting for DIME Consortium Project	\$2,750
GIS-Equipment Outlay for LIDAR 3D Software	<u>\$3,200</u>
TOTAL	\$224,035

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of
April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____
Nays: _____

City of De Pere
Non-Lapsing Funds Detail
December 31, 2011

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Police Department	Police-Radio Outlay	\$49,000	Original amount budgeted in 2011 and now carried forward for radio replacement program.
Police Department	Police-Community Policing	\$2,609	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$2,406	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Radio Outlay	\$117,099	Unspent amount of \$135,000 of original 2011 and now carried forward for radio replacement program.
Fire Department	Fire/Rescue-Copy Machine	\$10,000	Original amount budgeted in 2011 and now carried forward for copier purchases in 2011.
Fire Department	Fire/Rescue-Act 102	\$12,038	This amounts represents unspent state Act 102 grants specific for fire department.
Fire Department	Fire/Rescue-EOC	\$2,977	Unspent amount of \$4,000 original 2011 budget and now carried forward for EOC center.
Fire Department	Fire/Rescue-Fire Prevention	\$3,894	Unspent amount of \$4,000 original 2011 budget and now carried forward for fire prevention.
Engineering Department	Public Works-Engineering Furniture	\$2,180	Unspent amount of \$4,000 original 2011 budget and now carried forward for furniture purchase.
Engineering Department	Public Works-Engineering GPS/ AVL Equipment	\$1,882	Unspent amount of \$2,462 original 2011 budget and now carried forward for GPS equipment.
Public Works	Traffic Signs & Markings-Solar Pedestrian Lights	\$4,000	Original amount budgeted in 2011 and now carried forward for solar pedestrian lights.
Parks Forestry	Parks Forestry-Consulting Emerald Ash Borer	\$2,500	Unspent amount of \$3,700 original 2011 budget and now carried forward for emeral ash borer program.
Economic Development	Economic Development-Training	\$1,200	Original amount budgeted in 2011 and now carried forward for training not offered in 2011 but available in 2012.
Economic Development	Economic Development-Consulting TIF #9 Creation	\$4,400	Unspent amount of \$10,000 original 2011 budget and now carried forward for TIF 9 creation.
GIS Department	GIS-SQL Training	\$1,900	Unspent amount of \$1,960 original 2011 budget and now carried forward for training not offered in 2011 but available in 2012.
GIS Department	GIS-Consulting for DIME Consortium Project	\$2,750	Unspent amount of \$10,500 original 2011 budget and now carried forward to complete DIME project with Green Bay, Brown County, and Ashwaubenon.
GIS Department	GIS-Equipment Outlay for LIDAR 3D Software	\$3,200	Unspent amount of \$3,500 original 2011 budget and now carried forward for LIDAR 3D software.
	TOTAL	\$224,035	

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2011 Budget Items Carried Forward to 2012
Date: April 3, 2012

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2011 but were not spent until 2012. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$74,411. This year's amount is \$224,035 which includes police and fire radio carryover outlays of \$49,000 and \$117,099 with the remaining items totaling \$57,936. Feel free to contact me prior to the Finance Meeting on April 10, 2012 should you have any questions. I recommend that these items be approved for carryover to 2012. I will also be at the meeting should there be any questions on this item.

RESOLUTION #12-36

AUTHORIZING MEMORANDUM OF AGREEMENT
BETWEEN THE FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY
AND THE CITY OF DE PERE
REGARDING LIFT BRIDGE OPERATION

WHEREAS, the Fox River Navigational System Authority (Authority) will begin operating the Fox River locks for navigation purposes within the City in May 2012; and

WHEREAS, the City has an Easement from the Authority for a recreation trail and lift bridge to allow pedestrian use on Authority property; and

WHEREAS, the Authority and the City can benefit by providing combined lock and lift bridge operations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy Clerk are authorized and directed to enter into such Memorandum of Agreement, attached and incorporated as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

**MEMORANDUM OF AGREEMENT BETWEEN
THE FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY
AND THE CITY OF DE PERE
REGARDING LIFT BRIDGE OPERATION**

THIS PARTNERSHIP AGREEMENT is entered into this _____ day of _____, 2012 by and between the Fox River Navigational System Authority (Authority) and the City of De Pere (City).

WHEREAS, the Authority will begin operating the Fox River locks for navigation purposes within the City in May 2012; and

WHEREAS, the City has Easement 3-08-105 for a recreation trail and lift bridge to allow pedestrian use on Authority property; and

WHEREAS, the Authority and the City can benefit by providing combined lock and lift bridge operations.

NOW THEREFORE, upon the mutual promises and obligations contained herein, and upon such other consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

ARTICLE I. General Provisions

- A. The navigation season for the De Pere lock system runs yearly from the second Saturday in May through the first Sunday in October.
- B. There shall be a general seven day per week operation. Special operations outside regular navigation season may be required based upon 24 hour notification.

ARTICLE II. Authority Responsibilities

- A. Staff for lock and bridge operations shall be provided.
- B. Staff shall receive bridge operation training from the City or City's designee.
- C. The De Pere lift bridge shall be operated in conjunction with the lock navigation season.
- D. Daily bridge operation and safety checks shall be provided for the navigation season.
- E. The bridge at all times shall be in a closed position except for times when watercraft are using the De Pere lock. At such times, the Lockmaster or his/her designee shall be required to manipulate the bridge such that it is in a locked upright position until such time as the lock has been vacated. It is understood that at certain times there may be more than one watercraft waiting to use the lock. In that event, the bridge may stay in its upright locked position until all such watercraft has vacated the lock.

- F. General negligence liability insurance coverage and workers compensation shall be provided for lock/bridge tenders.

ARTICLE III. City Responsibilities

- A. Training for lift bridge tending operation shall be provided by City or City's designee.
B. Annual, capital and routine bridge maintenance shall be provided.
C. Comprehensive bridge liability insurance shall be provided to include but not limited to marine, pedestrian and bridge facility impacts.

ARTICLE IV. Points of Contact

The positions listed below shall be the primary points of contact for communication and coordination of the agreement:

Authority

Chief Executive Officer
Fox River Navigational System Authority
1008 Augustine Street
Kaukauna, WI 54130
(920) 759-9833

City

Director of Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, WI 54115
(920) 339-4065

ARTICLE V. Amendment and Termination

- A. This Agreement may be amended by written agreement of both parties.
B. Either party may terminate this Agreement by written agreement giving 100 day notice.
C. This Agreement shall automatically terminate upon the expiration or discontinuance of Easement 3-08-105.

IN WITNESS THEREOF, the parties have executed this Agreement that shall become effective upon the date it is signed.

**FOX RIVER NAVIGATIONAL
SYSTEM AUTHORITY**

By:

CITY OF DE PERE

By:

Print Name:

Title:

Michael J. Walsh, Mayor

Print Name:

Title:

Vicki L. Scray, Deputy Clerk

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RESOLUTION #12-37

REJECTING PEDESTRIAN BRIDGE OVER US HIGHWAY 41
BETWEEN SCHEURING AND SOUTHBRIDGE ROADS

WHEREAS, the Wisconsin Department of Transportation (WisDOT) has been studying the construction of pedestrian crossings over US Highway 41 and State Highway 172 in the Green Bay Metropolitan area, including the possibility of a pedestrian crossing over US Highway 41 between Scheuring and Southbridge Roads to connect Mid Valley Road in Lawrence with the Preserve Trail in De Pere; and

WHEREAS, funding for such overpass would involve Federal/State funds of approximately \$1.932 million, with local funding projections of \$330,000 by the Town of Lawrence and \$330,000 by the City of De Pere; and

WHEREAS, WisDOT has requested that the City provide them with either a commitment to or rejection of the proposed pedestrian crossing project: and

WHEREAS, city staff as reviewed such proposal and has determined that:

- The overpass will connect to the Preserve Trail which is not maintained in the winter; therefore, use of the overpass will be limited to periods without snowfall.
- The Preserve Trail is not lighted; therefore use of the pedestrian overpass would be limited to daylight hours.
- Preliminary discussions with Town of Lawrence officials indicate that they are not in support of this overpass.
- There is an existing pedestrian crossing over US Highway 41 at Scheuring Road and there will be a future crossing if an overpass is built at Southbridge Road. These two crossings are one mile apart and an additional overpass between the two is redundant.
- There are no major pedestrian generators on either side of the proposed pedestrian overpass warranting construction.

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends rejection of the proposed pedestrian crossing over US Highway 41 between Scheuring and Southbridge Roads.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council, for the reasons set forth above and upon the recommendation of the Board of Public Works, endorses the rejection of the proposed pedestrian crossing over US Highway 41 at Scheuring and Southbridge Roads.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

RESOLUTION #12-38

AUTHORIZING AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING
WITH LIZER OF WISCONSIN, INC.

WHEREAS, the City is in need of noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, Lizer of Wisconsin, Inc. has available and offers to provide personnel and equipment necessary to accomplish the work.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy Clerk are authorized and directed to enter into the Agreement for Noxious Weed/Long Grass Cutting, attached and incorporated as Exhibit 1, subject to such technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

**AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING
SERVICES BETWEEN THE CITY OF DE PERE
AND LIZER OF WISCONSIN, INC.**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the City of De Pere, Wisconsin, ("City"), and Lizer of Wisconsin, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the work within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 20, 2012 (Exhibit A) and Contractors Proposal thereto dated February 29, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq. Contractor agrees to comply with Public Records requirements pertaining to those records and to promptly respond to City's requests for records when a public records request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to John Calewatts at: John@lizer.net. The City may also contact Contractor by phone in addition to the e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation as identified in Contractor's proposal, attached and incorporated as Exhibit B, to be paid on an as billed basis. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

The Contractor shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$4,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

VII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, in the performance and furnishing of Contractor's services under this Agreement.

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Contractor without the prior written consent of the other.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended.

by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIV. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually

agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XV. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attn: City Administrator
335 S. Broadway
De Pere, WI 54115

If to Contractor:

Lizer of Wisconsin, Inc.
c/o John Calewarts
2034 Bellevue Street
Green Bay, WI 54311

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LIZER OF WISCONSIN, INC.

CITY OF DE PERE, WISCONSIN

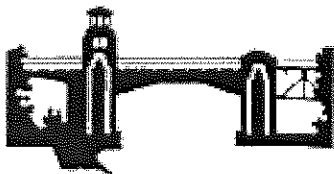
By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Vicki L. Scray, Deputy Clerk

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City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

February 20, 2012

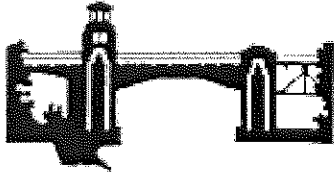
Xxx
Xxx
Xxx
Xxx

Dear,

The City of De Pere is in need of a contractor to provide a service of noxious weed/long grass cutting on private property when such property is in violation of our De Pere Municipal Code. If you are interested in providing this service for the City of De Pere please send me a written proposal and quote based on the attached guidelines. Please return your proposal to me here at the Municipal Service Center/Parks Department office by Friday, March 9, 2012. If you have further questions, please contact me at dmelichar@mail.de-pere.org or 920-339-8362.

Sincerely,

Don Melichar
De Pere City Forester



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement will be for 2012.
7. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$2,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
8. Contractor shall not subcontract any of the work agreed upon with the City.



Fertilization Programs

- Lawn
- Landscape
- Trees

Weed Control

Seasonal Aeration

Lawn Mowing

Irrigation Systems

- Design
- Installation
- Maintenance
- Repair

Decorative Curbing

Spring Clean-up Service

Fall Clean-up Service

Vegetation Pruning

Winter Management

- Snow Plowing
- Snow Removal
- Salting

February 29, 2012

City of DePere
Attn: Don Melichar
DePere City Forester
925 S Sixth St
DePere, WI 54115-1199

Dear Don,

Thank you for the opportunity to quote you prices for lawn maintenance for the City of DePere. Attached you will find the quote.

If our quote is accepted by the City of DePere, we will issue an updated certificate of insurance to meet your limits.

Please call me if you have any additional questions or concerns.

Thank you,

John Calewerts
Lizer Lawn Care
john@lizer.net

Exhibit B

"The Grass is always greener on our side of the fence."

February 29, 2012

ESTIMATE FOR:

City of DePere
Private property violations
DePere, WI 54115
Don Melichar/City Forester
920-339-8362

Thank you for giving us, Lizer Lawn Care, the opportunity to submit a quote for the City of DePere for private property violators to take care of noxious weed/long grass cuttings. The information on the lawn care services is quoted below.

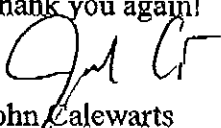
NOXIOUS WEED/LONG GRASS CUTTING for 2012

- ▶ Cutting of noxious weeds/long grass from private properties
- ▶ String trimming is included
- ▶ Gather and haul away all debris when necessary
- ▶ Services to be completed during Spring, Summer and Fall

Cost: \$45.00 per hour (3/4 hour minimum charge)

Please feel free to give me a call with any questions or concerns you may have regarding our fertilization program.

Thank you again!


John Calewerts
Lizer Lawn Care
john@lizer.net
920-468-1604/920-819-8457
Fax: 920-468-1830

"The Grass is always greener on our side of the fence."

RESOLUTION #12-39

AUTHORIZING DISPOSAL OR SALE OF SURPLUS PROPERTY

WHEREAS, the Municipal Service Center has replaced its Xerox copier; and

WHEREAS, if authorized, the Municipal Service Center intends to either dispose of or sell by online auction such used Xerox copier; and

WHEREAS, the Board of Public Works has reviewed the same and recommends that the above equipment be declared surplus.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere declares as surplus the Xerox copier and approves the disposal thereof as set forth above.

BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

RESOLUTION 12-40

**ADOPTING DEFINITIONS AND POLICIES FOR FUND BALANCE
REPORTING AND FLOW OF FUNDS
(GASB 54)**

WHEREAS, in February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, and

WHEREAS, the objective of this Statement is to improve the usefulness, including the understandability, of governmental fund balance information and,

WHEREAS, this Statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent, and

WHEREAS, the City of De Pere maintains its financial records and prepares its financial reports in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the same.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Common Council adopts the Definitions and Policies for Fund Balance Reporting and Flow of Funds in accordance GASB Statement No. 54, attached and incorporated at Exhibit A.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

DEFINITIONS AND POLICIES FOR FUND BALANCE REPORTING AND FLOW OF FUNDS

1. Fund Balance

Fund Balance is the difference between assets and liabilities in governmental funds (i.e. general fund, special revenue funds, capital project funds, debt service funds and permanent funds).

NON-SPENDABLE FUND BALANCE

The amount of a fund balance that cannot be spent because it is either not in spendable form or there is a legal or contractual requirement for the funds to remain intact.

Policy

At the end of each fiscal year, the City of De Pere will report the portion of the fund balance that is not in spendable form or required to remain intact as Non-spendable Fund Balance on the financial statements.

SPENDABLE FUND BALANCE

The amount of fund balance that is available for appropriation based on the constraints that control how specific amounts can be spent.

Restricted Fund Balance: The restricted fund balance category includes the portion of the spendable fund balance that reflects constraints on spending because of legal restrictions stipulated by outside parties or based on state statutes or grant requirements placed on the use for specific purposes.

Policy

At the end of each fiscal year, the city of De Pere will report “restricted” fund balances for amounts that have applicable legal restrictions per provisions of GASB No. 54. Fund balances in debt service funds and capital project funds with remaining long-term debt proceeds will be reported as “restricted”.

Committed Fund Balance: The committed fund balance category includes the portion of the spendable fund balance that reflects constraints the City has imposed upon itself by a formal action of the City Council. This constraint must be imposed prior to year end, but the amount can be determined at a later date.

Policy – General Fund Balances

Prior to the end of each fiscal year, the City of De Pere will determine the specific purposed of “committed” fund balances. Any new specific purposes will be set forth in a City Council resolution with the final amount being determined at or after year end. Specific purposes for committed fund balance approved in prior year resolutions will be carried forward until changed by a subsequent resolution.

Policy – Other Fund Balances

Fund balances in special revenue funds, unless restricted by an outside party, are considered to be committed to the specific purpose set forth by each special revenue fund. Normally, capital project fund balances that do not include long-term debt proceeds are reported as committed. Since committed fund balances are approved by action of the City Council, the City of De Pere is required to formally establish all special revenue and other funds with committed balances at year end. In addition, special revenue funds are required to report the purpose and specific revenue source that establishes each fund. In 2011 the City of De Pere has established the following special revenue funds with committed fund balances:

Fund	Purpose	Specific Revenue Source
Development Loan Program	Economic Development Loans	Intergovernmental grants & aids & interest
Public Land Acquisition	Recreational Land Acquisition	Charges for services – Park Dedication Fees
Cable Access	Local Government Access Programming	Grants & aids/Franchise License Fees
Debt Service Funds (All)	Various debt issues	Tax levy
Capital Project Funds (All)	Various projects	Tax levy/Bond proceeds

Assigned Fund Balance: The assigned fund balance is the spendable fund balance that reflects funds intended to be used by the City for specific purposes assigned by more informal operational plans.

Policy

Presently the City Council has not delegated the authority to assign fund balance to any City of De Pere official or committee. Any assignment of fund balance will be made by City Council Resolution.

Unassigned Fund Balance: The unassigned fund balance is the residual classification for the City's General Fund. This classification represents spendable fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. Although there is no set spending plan for the unassigned fund balance, there is a need to maintain a certain funding level. Unassigned fund balance is a source of working capital for the City.

2. Flow of Funds

The policy of the City of De Pere guiding the order of fund balance spend-down shall be as follows: 1) restricted, 2) committed, 3) assigned, and 4) unassigned. This order will be used for purposes of reporting fund balance.

To: Honorable Mayor and Members of the Finance Committee
From: Joe Zegers, Finance Director
Date: April 3, 2012 (Updated April 11, 2012)
Subject: Fund Balance GASB 54 Considerations

Government Accounting Standards Board (GASB) Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" was issued to more clearly define fund balance categories to make the nature and extent of the constraints placed on a government's fund balance more transparent. As such, GASB provides definitions and policies for fund balance reporting and flow of funds which I have attached and included specifically the special revenue funds that apply to the City of De Pere. In order to be compliant with this standard, GASB recommends that the Common Council approve these definitions which define spendable total fund balance into 1)Restricted, 2)Committed,3)Assigned, and 4)Unassigned categories. These terms replace the Reserved and Unreserved categories that were used on the financial statements through December 31, 2010. I recommend that we approve the attached new definitions and policies so we are compliant with GASB Statement 54 and I have also attached a sample resolution that we would use for City Council approval. If you have any questions on this feel free to contact me or I will be at the Finance meeting on April 10, 2012.

Please note that the Committed Fund Balances has been corrected and do not include the Riverwalk Pier and Dog Park Funds which was included in the April 10, 2012 Finance packet information. These funds are more appropriately considered Restricted Fund Balance under the GASB 54 guidelines.

RESOLUTION #12-41

ACCEPTING UTILITY EASEMENT FROM THE PREMONSTRATENSIAN FATHERS
(Part of Parcel ED-1128-2-1)

WHEREAS, the City has requested that The Premonstratensian Fathers convey a utility easement to the City for purposes of reconstruction and enlargement of the City's sanitary sewer facilities crossing Parcel ED-1128-2-1; and

WHEREAS, the Utility Easement to the City attached and incorporated as Exhibit 1 accomplishes such easement conveyance.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere gratefully accepts the Utility Easement from The Premonstratensian Fathers (attached as Exhibit 1) and thanks them for their support of city sewer system management activities.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

Document Number
GRANT OF UTILITY EASEMENT

The Premonstratensian Fathers, a Wisconsin non-stock corporation, Grantor, hereby grants and conveys to the City of De Pere, a Wisconsin municipal corporation, and its successors and assigns, Grantee, an easement over, under, across and through in all lands described below as a right-of-way easement for purposes of construction, installation and maintenance of sewer and related facilities. No other structures or accessory buildings shall be constructed within or upon said easements.

Legal Description

All that part of the Grantor's property located in part of Private Claim 28, East Side of Fox River, lying 20.00 feet on each side (40.00 feet total width) of the easement reference line described below.

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 1140.98 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1; thence N08°48'40"E, 137.02 feet to the northerly right of way of Lawton Place, the **POINT OF BEGINNING**; thence continuing N08°48'40"E, 21.52 feet along said reference line; thence N69°37'38"W, 295.25 feet along said reference line to Point A; thence continuing N69°37'38"W, 37.51 feet along said reference line; thence N67°35'50"W, 235.80 feet along said reference line to the easterly right of way of North Broadway (aka STH '57'), the Point of Termination.

and also

All that part of the Grantor's property located in part of Private Claim 28, East Side of Fox River, lying 15.00 feet on each side (30.00 feet total width) of the easement reference line described below.

BEGINNING at aforementioned Point A; thence S26°30'32"W, 111.42 feet along said reference to the Point of Termination. The sidelines of said 40.00 foot and 30.00 foot wide utility easement extend and shorten to intersect with the lines of the grantors property and points of intersection.

Said parcel (utility easement) contains 25,559 sq.ft. or 0.587 acres more or less.

Such easement area is shown on the attached "Exhibit A".

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

Signed this 15 day of FEBRUARY, 2012.

By:

THE PREMONSTRATENSIAN FATHERS

Name:

Title:

Gary J. Neville, President

Name:

Title:

John P. Kastholz, Secretary

State of Wisconsin

Brown County) ss.

On the above date, this instrument was acknowledged before me by the named person(s).

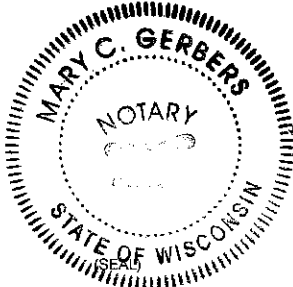
Mary C. Gerbers
(Signature, Notary Public, State of Wisconsin)

Mary C. Gerbers

(Print or Type Name, Notary Public, State of Wisconsin)

2-16-2014

(Date Commission Expires)



This document was drafted by Judith Schmidt-Lehman.

H:\dupont\Legal Documents\2012\Grant of Utility Easement - Premonstratensian-1-12-163-001-12.doc

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

ED-1128-2-1

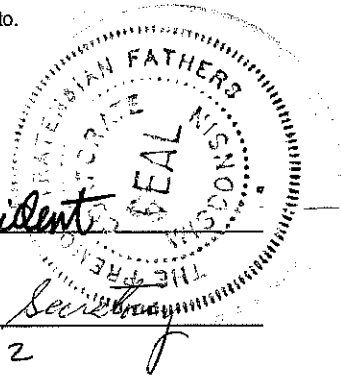
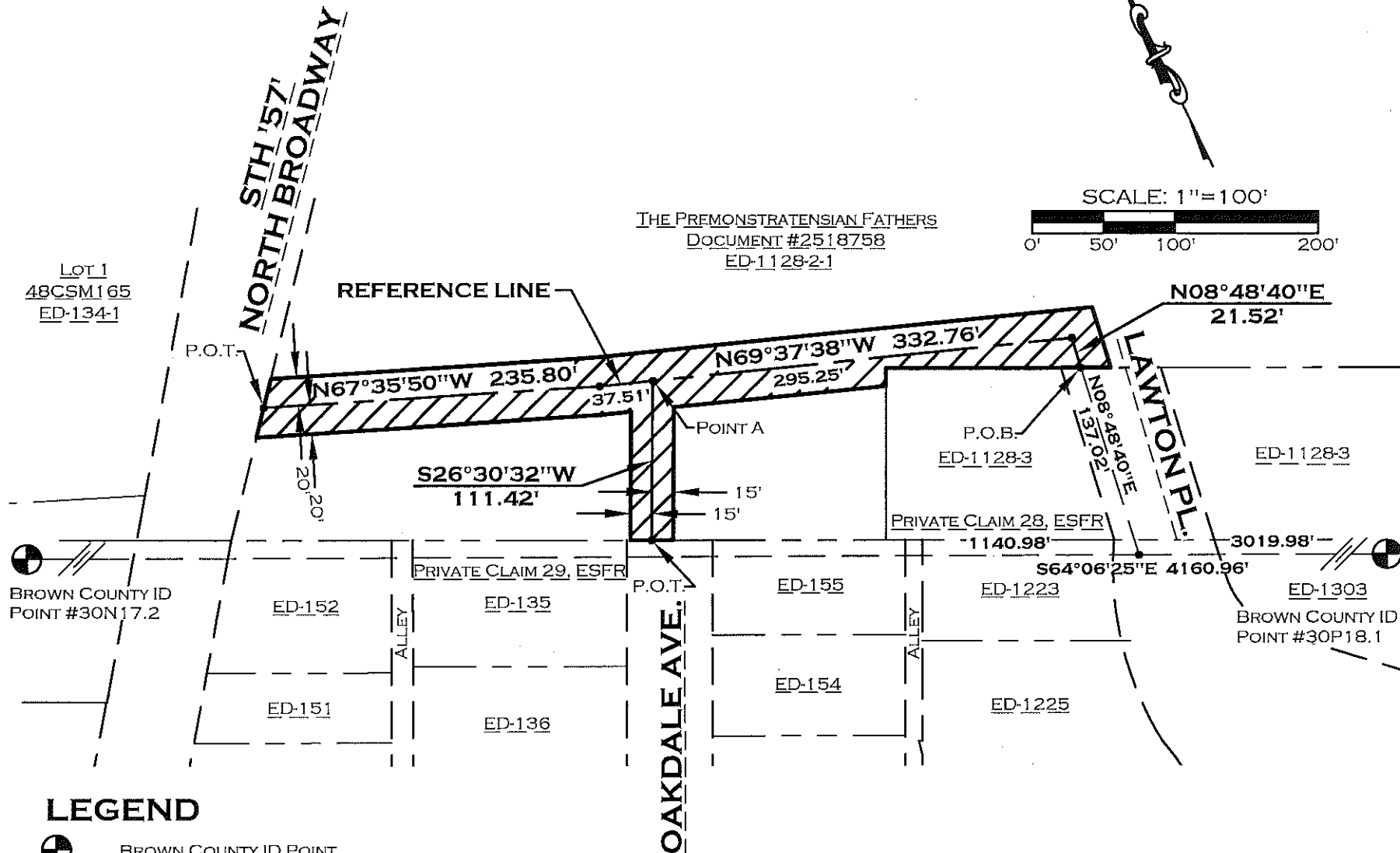


EXHIBIT A



LEGEND



BROWN COUNTY ID POINT

P.O.B. POINT OF BEGINNING

P.O.T. POINT OF TERMINATION



UTILITY EASEMENT

DRAFTED BY: T. HEWITT ON 01/12/12

PREPARED BY:



ROBERT E. LEE & ASSOCIATES, INC.

ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES

4664 GOLDEN POND PARK CT.

HOBART, WI. 54155 PHONE: (920) 662-9641

FAX: (920) 662-9141 INTERNET: WWW.RELEEINC.COM

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment/Re-Appointment
Date: April 13, 2012

I am submitting the following names for appointment/re-appointment at the April 17, 2012 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with any of the individuals who are being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

Plan Commission

James Kalny/Re-Appointment

Police & Fire Commission

Joseph Schinkten/Re-Appointment

Board of Health

Pat Finder-Stone/Re-Appointment

Board of Park Commissioners

Sue Schinkten/Re-Appointment

Board of Park Commissioners

Duane (Bill) Volpano/Re-Appointment

Hotel-Motel Commission

Ted Penn/Re-Appointment

Board of Review

David Stellpflug/Re-Appointment

Board of Review

Rick Starry/Appointment

Commission On Aging

Rachel Dickhut/Re-Appointment

Commission On Aging

Al DeCleene/Re-Appointment

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH**

APRIL 13, 2012

BOARD OF HEALTH

Meets the third Monday of the month: March, May, September, November

Donovan

Robinson

BOARD OF PARK COMMISSIONERS

Meets third Thursday of the month

Donovan

Lueck

Crevier

FINANCE/PERSONNEL COMMITTEE

Meets second Tuesday of the month

Lueck

Van Vonderen

Donovan

Robinson

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Bauer

Boyd

Kneiszel

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Bauer

Boyd

Crevier

Kneiszel

HISTORIC PRESERVATION

Meets the third Monday of every month

Van Vonderen

WEED COMMISSIONER

Don Melichar

4/13/2012 11:00 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03595 APR 2012 COUNCIL - 2 4-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-3153	A1 ELEVATOR CORP	R	4/17/2012		245.00CR	064320	
	I-3188	A1 ELEVATOR CORP	R	4/17/2012		114.00CR	064320	
	I-3189	A1 ELEVATOR CORP	R	4/17/2012		139.50CR	064320	498.50
6426	ACL							
	I-201203-0	ACL	R	4/17/2012		93.80CR	064321	93.80
0217	AGRI-PARTNERS COOPERATIVE							
	I-201204120876	AGRI-PARTNERS COOPERATIVE	R	4/17/2012		6.99CR	064322	
	I-201204120877	AGRI-PARTNERS COOPERATIVE	R	4/17/2012		4.09CR	064322	
	I-201204120878	AGRI-PARTNERS COOPERATIVE	R	4/17/2012		15.81CR	064322	
	I-201204120879	AGRI-PARTNERS COOPERATIVE	R	4/17/2012		38.99CR	064322	65.88
2091	AHLBORN EQUIPMENT INC							
	I-2512	AHLBORN EQUIPMENT INC	R	4/17/2012		228.42CR	064323	228.42
0302	AIRGAS NORTH CENTRAL							
	I-105538517	AIRGAS NORTH CENTRAL	R	4/17/2012		93.43CR	064324	
	I-105539034	AIRGAS NORTH CENTRAL	R	4/17/2012		111.97CR	064324	
	I-105539035	AIRGAS NORTH CENTRAL	R	4/17/2012		285.81CR	064324	491.21
3071	ALL AMERICAN GASKET INC							
	I-11376	ALL AMERICAN GASKET INC	R	4/17/2012		191.85CR	064325	191.85
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040112	ALL CITY COMMUNICATIONS	R	4/17/2012		134.60CR	064326	134.60
5323	ALLIED 100 LLC							
	I-224661	ALLIED 100 LLC	R	4/17/2012		341.10CR	064327	341.10
0009	AMERICAN OVERHEAD DOOR							
	I-92179	AMERICAN OVERHEAD DOOR	R	4/17/2012		532.11CR	064328	532.11
0013	ARAMARK UNIFORM SERVICES INC							
	I-616-6364407	ARAMARK UNIFORM SERVICES INC	R	4/17/2012		287.48CR	064329	
	I-616-6373313	ARAMARK UNIFORM SERVICES INC	R	4/17/2012		287.48CR	064329	574.96
5604	AURORA BAYCARE MED CTR LLC							
	I-KT1092	AURORA BAYCARE MED CTR LLC	R	4/17/2012		201.58CR	064330	201.58
1698	B A T I							
	I-3546	B A T I	R	4/17/2012		75.00CR	064331	75.00

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0441	BADGER METER INC							
	I-94654101	BADGER METER INC	R	4/17/2012		2,316.40CR	064332	2,316.40
0020	BADGERLAND PRINTING INC							
	I-19418	BADGERLAND PRINTING INC	R	4/17/2012		195.00CR	064333	
	I-19485	BADGERLAND PRINTING INC	R	4/17/2012		109.00CR	064333	
	I-19496	BADGERLAND PRINTING INC	R	4/17/2012		25.00CR	064333	
	I-19498	BADGERLAND PRINTING INC	R	4/17/2012		91.00CR	064333	
	I-19511	BADGERLAND PRINTING INC	R	4/17/2012		53.25CR	064333	
	I-19512	BADGERLAND PRINTING INC	R	4/17/2012		150.00CR	064333	
	I-19538	BADGERLAND PRINTING INC	R	4/17/2012		32.50CR	064333	655.75
0023	BATTERIES PLUS LLC							
	I-231931-01	BATTERIES PLUS LLC	R	4/17/2012		119.98CR	064334	
	I-501-356367	BATTERIES PLUS LLC	R	4/17/2012		69.99CR	064334	
	I-501-357221	BATTERIES PLUS LLC	R	4/17/2012		69.99CR	064334	259.96
0132	BAY AREA HUMANE SOCIETY AND							
	I-MAR2012-DEP	BAY AREA HUMANE SOCIETY AND	R	4/17/2012		450.00CR	064335	450.00
0027	BAY TOWEL INC							
	I-1440837	BAY TOWEL INC	R	4/17/2012		68.62CR	064336	
	I-1443987	BAY TOWEL INC	R	4/17/2012		41.53CR	064336	
	I-1443988	BAY TOWEL INC	R	4/17/2012		68.62CR	064336	
	I-1447129	BAY TOWEL INC	R	4/17/2012		41.53CR	064336	
	I-1447130	BAY TOWEL INC	R	4/17/2012		67.05CR	064336	287.35
0025	BAYCOM INC							
	I-66906	BAYCOM INC	R	4/17/2012		200.00CR	064337	200.00
6473	BEAVER OF WISCONSIN INC							
	I-78276	BEAVER OF WISCONSIN INC	R	4/17/2012		310.00CR	064338	310.00
0034	BLINDAUER'S INC							
	I-1211	BLINDAUER'S INC	R	4/17/2012		1,125.00CR	064339	1,125.00
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20120404	BRAUER SUPPLY & EQUIPMENT	R	4/17/2012		32.73CR	064340	32.73
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-015	BROWN COUNTY HEALTH DEPT	R	4/17/2012		1,869.38CR	064341	
	I-2012-016	BROWN COUNTY HEALTH DEPT	R	4/17/2012		1,838.01CR	064341	3,707.39

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2944	BROWN COUNTY JAIL							
	I-201204120881	BROWN COUNTY JAIL	R	4/17/2012		320.00CR	064342	320.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-18385	BROWN COUNTY PORT SOLID WASTE	R	4/17/2012		10,165.16CR	064343	10,165.16
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201204120883	BROWN COUNTY REGISTER OF DEEDS	R	4/17/2012		60.00CR	064344	60.00
2984	BROWN COUNTY TREASURER							
	I-201204120880	BROWN COUNTY TREASURER	R	4/17/2012		200.00CR	064345	200.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-146001	CARQUEST AUTO PARTS LLC	R	4/17/2012		3.45CR	064346	
	I-6339-146545	CARQUEST AUTO PARTS LLC	R	4/17/2012		47.37CR	064346	50.82
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7273	CLEANING SOLUTION SERVICES INC	R	4/17/2012		214.18CR	064347	
	I-05-7274	CLEANING SOLUTION SERVICES INC	R	4/17/2012		42.04CR	064347	256.22
5641	CLIA LABORATORY PROGRAM							
	I-201204120884	CLIA LABORATORY PROGRAM	R	4/17/2012		150.00CR	064348	150.00
0063	DAANEN & JANSSEN INC							
	I-120833	DAANEN & JANSSEN INC	R	4/17/2012		31.50CR	064349	31.50
2077	DE PERE EXHAUST							
	I-25672	DE PERE EXHAUST	R	4/17/2012		94.86CR	064350	94.86
1	DENISSEN, DORIS							
	I-201204120885	MAILBOX	R	4/17/2012		28.91CR	064351	28.91
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1450548	EMERGENCY MEDICAL PRODUCTS INC	R	4/17/2012		489.60CR	064352	489.60
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0312-257	EMPLOYEE RESOURCE CENTER INC	R	4/17/2012		340.00CR	064353	340.00
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-032512-10A	ENVIROTECH EQUIPMENT CO, LLC	R	4/17/2012		656.94CR	064354	656.94
6111	ERLA INC							
	I-SI-25118	ERLA INC	R	4/17/2012		910.00CR	064355	910.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0091	FASTENAL COMPANY							
	I-WIGRE251427	FASTENAL COMPANY	R	4/17/2012		23.38CR	064356	23.38
2839	FAULKS BROS CONSTRUCTION INC							
	I-179266	FAULKS BROS CONSTRUCTION INC	R	4/17/2012		497.42CR	064357	
	I-179267	FAULKS BROS CONSTRUCTION INC	R	4/17/2012		569.43CR	064357	
	I-179273	FAULKS BROS CONSTRUCTION INC	R	4/17/2012		642.96CR	064357	
	I-179277	FAULKS BROS CONSTRUCTION INC	R	4/17/2012		245.68CR	064357	1,955.49
2627	FESTIVAL FOODS INC							
	I-122	FESTIVAL FOODS INC	R	4/17/2012		70.30CR	064358	
	I-201204120886	FESTIVAL FOODS INC	R	4/17/2012		44.02CR	064358	114.32
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-10774	FIRE APPARATUS & EQUIPMENT INC	R	4/17/2012		1,366.40CR	064359	
	I-10776	FIRE APPARATUS & EQUIPMENT INC	R	4/17/2012		622.93CR	064359	1,989.33
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-12577	FIRE-SAFETY CONSULTING & SERVI	R	4/17/2012		1,066.00CR	064360	1,066.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9253891-00	FIRST SUPPLY GREEN BAY LLC	R	4/17/2012		14.92CR	064361	
	I-9278742-00	FIRST SUPPLY GREEN BAY LLC	R	4/17/2012		9.53CR	064361	24.45
0105	FOX SPECIALITY COMPANY							
	I-21804	FOX SPECIALITY COMPANY	R	4/17/2012		225.30CR	064362	225.30
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB00138364/FY11-1	FOX VALLEY TECHNICAL COLLEGE	R	4/17/2012		95.00CR	064363	95.00
0110	G & K SERVICES INC							
	I-1011572456	G & K SERVICES INC	R	4/17/2012		175.70CR	064364	175.70
0562	GALL'S INC							
	I-512052438	GALL'S INC	R	4/17/2012		55.97CR	064365	55.97
1891	GANNETT WI MEDIA							
	I-6249831	GANNETT WI MEDIA	R	4/17/2012		507.37CR	064366	507.37
0116	GRAINGER INC							
	I-9781872388	GRAINGER INC	R	4/17/2012		24.30CR	064367	
	I-9783941298	GRAINGER INC	R	4/17/2012		72.90CR	064367	
	I-9784941289	GRAINGER INC	R	4/17/2012		24.30CR	064367	
	I-9788317296	GRAINGER INC	R	4/17/2012		126.95CR	064367	
	I-9789841757	GRAINGER INC	R	4/17/2012		44.29CR	064367	
	I-9796214816	GRAINGER INC	R	4/17/2012		149.28CR	064367	442.12

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6122	GREEN BAY ENGRAVING							
	I-116776	GREEN BAY ENGRAVING	R	4/17/2012		3,272.00CR	064368	3,272.00
1237	HASTINGS AIR ENERGY CONTROL							
	I-142038	HASTINGS AIR ENERGY CONTROL	R	4/17/2012		200.95CR	064369	200.95
3521	HD SUPPLY WATERWORKS LTD							
	I-4611291	HD SUPPLY WATERWORKS LTD	R	4/17/2012		187.50CR	064370	187.50
5484	HYDRO DESIGNS INC							
	I-26309-IN	HYDRO DESIGNS INC	R	4/17/2012		2,876.00CR	064371	
	I-26344-IN	HYDRO DESIGNS INC	R	4/17/2012		1,657.00CR	064371	4,533.00
3468	ID-ACCESS							
	I-753	ID-ACCESS	R	4/17/2012		40.00CR	064372	
	I-756	ID-ACCESS	R	4/17/2012		170.00CR	064372	210.00
1399	INDOFF INC							
	I-2048776	INDOFF INC	R	4/17/2012		62.37CR	064373	
	I-2054112	INDOFF INC	R	4/17/2012		155.29CR	064373	
	I-2056887	INDOFF INC	R	4/17/2012		114.15CR	064373	
	I-2057971	INDOFF INC	R	4/17/2012		12.98CR	064373	
	I-2058521	INDOFF INC	R	4/17/2012		1,769.34CR	064373	
	I-2058802	INDOFF INC	R	4/17/2012		14.02CR	064373	
	I-2059222	INDOFF INC	R	4/17/2012		33.99CR	064373	
	I-2059228	INDOFF INC	R	4/17/2012		98.30CR	064373	
	I-2059626	INDOFF INC	R	4/17/2012		45.86CR	064373	
	I-2064220	INDOFF INC	R	4/17/2012		83.48CR	064373	
	I-7057970	INDOFF INC	R	4/17/2012		128.96CR	064373	2,518.74
0565	INTOXIMETERS							
	I-358392	INTOXIMETERS	R	4/17/2012		67.95CR	064374	67.95
6529	JANKE GENERAL CONTRACTORS INC							
	I-2007-2028.00 (3)	JANKE GENERAL CONTRACTORS INC	R	4/17/2012		486,343.00CR	064375	486,343.00
3622	SONJA JENSEN							
	I-201204120887	SONJA JENSEN	R	4/17/2012		51.06CR	064376	51.06
1276	JX ENTERPRISES INC							
	C-D-220950045	JX ENTERPRISES INC	R	4/17/2012		372.06	064377	
	I-D-220820003	JX ENTERPRISES INC	R	4/17/2012		20.01CR	064377	
	I-D-220820097	JX ENTERPRISES INC	R	4/17/2012		10.18CR	064377	
	I-D-220880138	JX ENTERPRISES INC	R	4/17/2012		26.77CR	064377	
	I-D-220900083	JX ENTERPRISES INC	R	4/17/2012		563.85CR	064377	
	I-D-220900086	JX ENTERPRISES INC	R	4/17/2012		51.98CR	064377	
	I-D-220950043	JX ENTERPRISES INC	R	4/17/2012		37.52CR	064377	338.25

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6538	KIM'S TAE KWON DO CENTER INC							
	I-604384	KIM'S TAE KWON DO CENTER INC	R	4/17/2012		35.00CR	064378	35.00
0149	KIMCO ENGRAVING INC							
	I-20215	KIMCO ENGRAVING INC	R	4/17/2012		20.48CR	064379	20.48
6552	KRAMES STAYWELL LLC							
	I-6769926	KRAMES STAYWELL LLC	R	4/17/2012		183.50CR	064380	183.50
3140	KUNDINGER-FLUID POWER INC							
	I-50179825	KUNDINGER FLUID POWER INC	R	4/17/2012		30.35CR	064381	30.35
0156	LAWSON PRODUCTS INC							
	I-483494	LAWSON PRODUCTS INC	R	4/17/2012		552.06CR	064382	
	I-9300723272	LAWSON PRODUCTS INC	R	4/17/2012		355.78CR	064382	907.84
1105	LEDGEVIEW, TOWN OF							
	I-201204120888	LEDGEVIEW, TOWN OF	R	4/17/2012		20.70CR	064383	20.70
5786	LEE, CINDY							
	I-201204120889	LEE, CINDY	R	4/17/2012		37.19CR	064384	37.19
0159	LEXIS NEXIS INC							
	C-CMAC227767	LEXIS NEXIS INC	R	4/17/2012		105.00	064385	
	C-OA-185343	LEXIS NEXIS INC	R	4/17/2012		21.00	064385	
	I-1203267235	LEXIS NEXIS INC	R	4/17/2012		207.65CR	064385	81.65
3632	LIBERTY MUTUAL INS CO							
	I-10907671	LIBERTY MUTUAL INS CO	R	4/17/2012		100.00CR	064386	100.00
0173	MENARDS INC							
	I-40757	MENARDS INC	R	4/17/2012		15.98CR	064387	15.98
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-21407	MILLER & ASSOC SAUK PRAIRIE IN	R	4/17/2012		466.00CR	064388	466.00
0531	NORTHEAST AUTO PARTS INC							
	I-266404	NORTHEAST AUTO PARTS INC	R	4/17/2012		42.15CR	064389	
	I-266552	NORTHEAST AUTO PARTS INC	R	4/17/2012		38.03CR	064389	
	I-266585	NORTHEAST AUTO PARTS INC	R	4/17/2012		33.30CR	064389	
	I-266588	NORTHEAST AUTO PARTS INC	R	4/17/2012		22.05CR	064389	
	I-266823	NORTHEAST AUTO PARTS INC	R	4/17/2012		5.99CR	064389	141.52

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1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1817861	OVERHEAD DOOR CO OF GREEN BAY	R	4/17/2012		385.00CR	064390	385.00
5344	PABICH, KEN							
	I-201204120890	PABICH, KEN	R	4/17/2012		160.40CR	064391	160.40
0197	PACKER CITY INTERNATIONAL INC							
	I-1-220690015	PACKER CITY INTERNATIONAL INC	R	4/17/2012		80.62CR	064392	
	I-1-220880134	PACKER CITY INTERNATIONAL INC	R	4/17/2012		1,245.27CR	064392	1,325.89
5308	PETERSON, CHAR							
	I-201204120891	PETERSON, CHAR	R	4/17/2012		26.64CR	064393	26.64
5516	PFOTENHAUER, MARY JO							
	I-201204120892	PFOTENHAUER, MARY JO	R	4/17/2012		7.77CR	064394	7.77
5889	PIESCHEK, GERALD							
	I-259927	PIESCHEK, GERALD	R	4/17/2012		140.00CR	064395	140.00
1246	PREVEA WORKMED INC							
	I-79022	PREVEA WORKMED INC	R	4/17/2012		37.00CR	064396	37.00
6429	PSS WORLD MEDICAL INC							
	I-82059914	PSS WORLD MEDICAL INC	R	4/17/2012		38.82CR	064397	38.82
5055	QUALITY TRUCK CARE CENTER INC							
	I-DS119186	QUALITY TRUCK CARE CENTER INC	R	4/17/2012		786.40CR	064398	786.40
1434	PAULA RAHN							
	I-201204120894	PAULA RAHN	R	4/17/2012		88.80CR	064399	88.80
1359	RAY O'HERRON CO INC							
	I-1207892-IN	RAY O'HERRON CO INC	R	4/17/2012		164.18CR	064400	164.18
6246	REMIS POWER SYSTEMS INC							
	I-21919	REMIS POWER SYSTEMS INC	R	4/17/2012		310.00CR	064401	310.00
0228	RENT A FLASH OF WISCONSIN INC							
	I-33936	RENT A FLASH OF WISCONSIN INC	R	4/17/2012		873.50CR	064402	873.50
5393	RICOH AMERICAS CORPORATION							
	I-14495948	RICOH AMERICAS CORPORATION	R	4/17/2012		2,151.97CR	064403	2,151.97

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0222	RNOW INC							
	I-41156	RNOW INC	R	4/17/2012		64.36CR	064404	64.36
1890	S I METALS AND SUPPLY							
	I-126551	S I METALS AND SUPPLY	R	4/17/2012		1,077.00CR	064405	1,077.00
0501	SAINT MARY'S HOSPITAL MEDICAL CNTR							
	I-10207	SAINT MARY'S HOSPITAL MEDICAL	R	4/17/2012		3.86CR	064406	3.86
0235	SAINT VINCENT HOSPITAL							
	I-201204120895	SAINT VINCENT HOSPITAL	R	4/17/2012		46.50CR	064407	
	I-31820	SAINT VINCENT HOSPITAL	R	4/17/2012		50.92CR	064407	97.42
4875	SANOFI PASTEUR							
	I-99543610	SANOFI PASTEUR	R	4/17/2012		276.89CR	064408	276.89
5299	SEIDL'S TRUCK & TRACTOR REPAIR							
	I-1696	SEIDL'S TRUCK & TRACTOR REPAIR	R	4/17/2012		240.80CR	064409	240.80
1446	SNAP ON INDUSTRIAL							
	I-ARV/16102064	SNAP ON INDUSTRIAL	R	4/17/2012		76.87CR	064410	76.87
0252	SOUTHSIDE TIRE CO INC							
	I-3014374	SOUTHSIDE TIRE CO INC	R	4/17/2012		121.95CR	064411	121.95
0255	STELLPLUG LAW SC							
	I-406-01M (191)	STELLPLUG LAW SC	R	4/17/2012		1,458.45CR	064412	1,458.45
5701	TOTER INCORPORATED							
	I-KB 291464	TOTER INCORPORATED	R	4/17/2012		6,509.00CR	064413	6,509.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I390854	TRAFFIC & PARKING CONTROL INC	R	4/17/2012		390.00CR	064414	390.00
0268	TRUCK EQUIPMENT INC							
	I-5708	TRUCK EQUIPMENT INC	R	4/17/2012		16.76CR	064415	16.76
0417	TWEET GAROT MECHANICAL INC							
	I-163597	TWEET GAROT MECHANICAL INC	R	4/17/2012		993.63CR	064416	993.63
0272	UNIFORM SHOPPE INC							
	I-207777	UNIFORM SHOPPE INC	R	4/17/2012		46.95CR	064417	
	I-207895	UNIFORM SHOPPE INC	R	4/17/2012		54.95CR	064417	
	I-208334	UNIFORM SHOPPE INC	R	4/17/2012		238.54CR	064417	340.44

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4033151	VAN'S FIRE & SAFETY INC	R	4/17/2012		125.22CR	064418	125.22
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6573	VISIONS UPHOLSTERY AND CANVAS	R	4/17/2012		185.00CR	064419	185.00
0282	WESCO DISTRIBUTION INC							
	I-795423	WESCO DISTRIBUTION INC	R	4/17/2012		165.11CR	064420	
	I-812572	WESCO DISTRIBUTION INC	R	4/17/2012		3.82CR	064420	168.93
5132	WI DEPT OF ADMINISTRATION							
	I-66805	WI DEPT OF ADMINISTRATION	R	4/17/2012		135.00CR	064421	135.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201204120896	WI DEPT OF JUSTICE TIME MADI	R	4/17/2012		490.00CR	064422	490.00
4865	XEROX CORPORATION							
	I-061007171	XEROX CORPORATION	R	4/17/2012		85.07CR	064423	85.07

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	104	0.00	552,317.71	552,317.71
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	104	0.00	552,317.71	552,317.71

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

4/13/2012 11:00 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 03595 APR 2012 COUNCIL - 2 4-17-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	4/2012	53,110.83CR
201	4/2012	1,073.41CR
205	4/2012	30.00CR
235	4/2012	486,343.00CR
405	4/2012	1,709.81CR
415	4/2012	1,077.00CR
601	4/2012	8,165.63CR
650	4/2012	808.03CR
=====		
ALL		552,317.71CR

RESOLUTION #12-42

DISALLOWANCE OF CLAIM
(John C. Knaus)

WHEREAS, on December 28, 2011, John C. Knaus, 3451 Dickinson Road, Town of Ledgeview, filed a Notice of Injury and Claim for Damages with the City Clerk-Treasurer; and

WHEREAS such Claim alleges that the City Building Inspector's presence during the February 16, 2010 execution of a lawful inspection warrant by Town of Ledgeview and Brown County officials, issued by De Pere-Ledgeview Joint Municipal Court Judge David Matyas, violated his state and federal rights; and

WHEREAS, this matter has been reviewed by Liberty Mutual, the City's general liability insurance carrier and by the City Attorney, who have determined that there is no factual or legal basis for claimant's allegations; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends denial of such Claim.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by John C. Knaus be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, John C. Knaus, as a Notice of Disallowance of Claim.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Vicki L. Scray, Deputy Clerk

Ayes: _____

Nays: _____

MIDDLE MKT LIABILITY CST MS
WAUSAU BUSINESS INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214

Telephone: (800) 537-2350
Fax: (888) 325-8127

Matthew Lerner
Maistelman and Associates LLC
5027 W North Ave
Milwaukee WI 53208

Claimant: John C Knaus
Claim Number: P 346-042855-01
Customer: City Of DE Pere
Date of Loss: 02/16/2010

Dear Matthew Lerner:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on legal liability.

Unless there are additional facts that you would like to submit for my further review, I am closing my file.

I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35557.

Sincerely,

SUSAN CONFORTI, AIC, SCLA, AIM
SR CLAIMS CONSULTANT

cc: City Of DE Pere



April 2, 2012

