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 **February 20, 2013** 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.

AGENDA FOR SAID MEETING:

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 5, 2013 regular meeting of the Common Council.

4. Public Hearing on a Conditional Use Application for an auto repair/restoration center at 519 George Street is scheduled for 7:35 p.m. or soon after.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. After the hearing is held, Resolution #13-15, Authorizing And Approving A Conditional Use Permit (Parcel ED-897) is presented for consideration.

5. Public Hearing on a Conditional Use Application for a Tail Waggers Day Care (kennel) at 1225 Lawrence Drive is scheduled for 7:35 p.m. or soon after.

    A. Notice of Public Hearing.

    B. Recommendation from the Plan Commission.

    C. After the hearing is held, Resolution #13-16, Authorizing And Approving A Conditional Use Permit (Parcel WD-D0014) is presented for consideration.

6. Public comment upon matters not on agenda or other announcements.

7. Recommendation from the Finance/Personnel Committee to approve:

    A. $600 donation from Sharon Danen to be used to purchase personal protective gear for the Fire Department.

8. Recommendation from the Board of Public Works to approve:

    A. Installation of Preserve America Signage.

9. Recommendation from the License Committee:

    A. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and intoxicating liquors issued to Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C.

B. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to De Pere Y-Mart, 1017 Fourth Street.

C. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to DJ Convenience, 1605 Fort Howard Ave., Ste. A.

D. Application for a Premise Description Change for St. Norbert College, De Pere, WI. Submitted by Terrie DuBois.

E. Application for a Class "B" Beer & "Class B" Liquor License for Pubhaus at 600 George Street.

F. Application for a Class "B" Beer & "Class B" Liquor License for Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C.

10. Ordinance #13-06, Repealing Sexual Offender Residency Restrictions (second reading).

11. Ordinance #13-07, Amending §22-15 De Pere Municipal Code Regarding Driveway Apron Approaches.

12. Resolution #13-17, Ordering Installation Of Sidewalks At Various Locations.

13. Resolution #13-18, Authorizing Payment Of Claim (Donald Sliwka).

14. Resolution #13-19, Authorizing Revocable Occupancy Permit (Eric R. and Michelle L. Nelson).

15. Resolution #13-20, Approving Agreements Between The City Of De Pere And Dixon Engineering, Inc. (Sprint Wireless Antenna Upgrade).

16. Resolution #13-21, Approving Agreement For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (Antenna Installation Review).

17. Resolution #13-22, Authorizing Healthcare Student Placement Agreement With Northeast Wisconsin Technical College (NWTC).

18. Resolution #13-23, Approving Agreement For Consulting Services Between The City of De Pere and Midwest Engineering Services, Inc. (2013 Construction Materials Testing and Soil Borings).

19. Discussion regarding the status of the De Pere Riverwalk phase two construction.

20. Voucher approval.

21. Applications for Operator's Licenses.

22. Future agenda items.

23. Discuss filling of Fire Chief position vacancy.

    a. PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(f), the Council may convene in closed session for discussion of possible internal candidates which would involve consideration of personal histories,

disciplinary data and preliminary consideration of specific personnel problems involving those specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person(s) so referred to.

b. PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for discussion of Fire Union collective bargaining impacts arising from, the options available to the Council after expiration of the current collective bargaining agreement.

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

24. Discuss City's unpaid ambulance bill lien involved in mortgage foreclosure action Bank of America v. Wishart et al, Brown County Case 13 CV 86.

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.

25. 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, February 19, 2013 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

PUBLIC HEARING

DE PERE AUTO	LAWRENCE FISETTE	705 GEORGE ST	DE PERE, WI 54115
DEPERE LAW BUILDING LLC		PO BOX 5065	DE PERE WI 54115-5065
WILDROOT LLC	C/O SUE FRITSCH	4390 FLAGSTONE CT	DE PERE WI 54115-4078
GLEN L & STEPHANIE A DWORAK		1442 CHEROKEE TR	GREEN BAY WI 54313-6792
BANK MUTUAL		2600 N MAYFAIR RD	WAUWATOSA WI 53226
JDA ENTERPRISES OF WISCONSIN LLC		502 GEORGE ST	DE PERE WI 54115
AMERITECH TAX GROUP		722 N BROADWAY	MILWAUKEE WI 53202-4303
DEBRA L MLEZIVA		601 SUNRISE LN	GREEN BAY WI 54301-1134
ASSOCIATED BANK CORP REAL ESTATE		206 N WISCONSIN ST	DE PERE WI 54115-2735
DANEN PROPERTIES LLC	C/O STEVEN R DANEN	4425 OAK RIDGE CI	DE PERE WI 54115-9274
DECLEENE ZELLNER LLC	C/O JAY DECLEENE	818 WINDING WATERS	DE PERE WI 54115-8384
DANEN PROPERTIES LLC	C/O STEVEN R DANEN	4425 OAK RIDGE CI	DE PERE WI 54115-9274
MICHAEL J & PENNY M KWATERSKI		4584 CROOKED CREEK LN	ONEIDA WI 54155-9182
CAROLINE G VAN EREM		127 N SUPERIOR ST	DE PERE WI 54115-2827
JON A LE DUC		133 N SUPERIOR ST	DE PERE WI 54115-2827

PREMIER EXECUTIVE HOUSE LLC		19105 W CAPITOL DR #200	BROOKFIELD WI 53045-2708
CLIFFORD U & FLORENCE HANNON		3001 S WEBSTER AVE #201	GREEN BAY WI 54301-1584
AYMEE BALISON		4532 ALGONQUIN TR	GREEN BAY WI 54313-9527
THE LEE BUILDING CORP		628 CHERRY ST	GREEN BAY WI 54301
NEW LIFE CHRISTIAN FELLOWSHIP		418 DESTINY DR	DE PERE WI 54115
GET REEL ENTERTAINMENT LLC		905 GEORGE ST #191	DE PERE WI 54115-2917
NIP IT LLC		120 REINHARD CT	GREEN BAY WI 54303
GREGORY J CORNELL		703 SMITS ST	DE PERE WI 54115-3644
BELLA NOVA LLC		522 GEORGE ST	DE PERE WI 54115-2714
JEROME SECOR REVOCABLE TRUST		748 MORNING GLORY LN	DE PERE WI 54115-1380
FEDERAL NATIONAL MORTGAGE ASSOC		PO BOX 650043	DALLAS TX 75265
PALS RENTALS LLC		2027 GRANT ST	DE PERE WI 54115
BARBARA J PETERS		116 S SUPERIOR ST	DE PERE WI 54115-2834
ROYLE PROPERTIES LLC	C/O KATHRYN P ROYLE	2050 OLD PLANK CT	DE PERE WI 54115-8498
KMT ENTERPRISES LLC		5675 MARIBEL RD	DENMARK WI 54208-9434
SAMUEL J SCHAETZ & ERIN M OLSEN		120 S SUPERIOR ST	DE PERE WI 54115-2834
SEROOGY BROTHERS LLP		144 N WISCONSIN ST	DE PERE WI 54115-2733
GILLESPIE PROPERTIES LLC		416 GEORGE ST SUITE 105	DE PERE WI 54115-2712
HAROLD J & MARSHA VANEGEREN		1601 WOODSDALE AV	SUAMICO WI 54173-8152

PUBLIC HEARING

Aviro LLC		841 HIGHVIEW LN	KIMBERLY, WI 54136
DAVID WAGNER		5063 CENTURY FARM BLVD	APPLETON, WI 54913
JAMES S DEMOULIN		1101 RED WING TR	DE PERE WI 54115-3289
MCC INC	C/O MURPHY CONSTRUCTION	PO BOX 1137	APPLETON WI 54912-1137
AVRIO LLC		841 HIGHVIEW LN	KIMBERLY WI 54136
JAMES S DE MOULIN		1101 RED WING TR	DE PERE WI 54115-3289
WILLIAM C DAIS & ING JEN KUO		3621 GLENHAVEN CT	GREEN BAY WI 54301-1100
MENARD INC CORPORATE ACCOUNTING		4777 MENARD DR #3123	EAU CLAIRE WI 54703-9604
PRIME SPACE LLC		145 E RIVER DR	DE PERE WI 54115
FOUNDATIONS BANK		N35 W23877 HIGHLAND CT	PEWAUKEE WI 53072
NWTC	Dean-Health Sciences	2740 West Mason Street P.O. Box 19042	Green Bay, WI 54307
Donald Sliwka		510 Acreview	De Pere, WI 54115
Cynthia N. Williquette		3022 Williams Grant Dr.	De Pere, WI 54115
Robert R. Green		2037 Green Acres Ct.	De Pere, WI 54115
James J. Vandeyacht		1463 Sunset Beach Rd,	Suamico, WI 54173
Terrie DuBois		729 Bascom Way	Green Bay, WI 54311
Bobbi Schroeder		600 George St.	De Pere, WI 54115
Kristie Hoffman		1565 Red Maple Rd	De Pere, WI 54115
JILL M JACQUES	733 RIVER DR	DE PERE WI 54115	
HILLCREST LUMBER	2986 CTH PP	DE PERE WI 54115	
KEVIN C HUEHN	2158 CHARLES ST	DE PERE WI 54115	
GLORIA A WEST	1521 SILVER MAPLE DR	DE PERE WI 54115	
RYAN J HOPF	1503-1505 RED MAPLE RD	DE PERE WI 54115	
ERIC & MICHELLE NELSON	702 TREMPELEAU	DE PERE WI 54115	
CRAIG KASSNER, BEST BUILT INC	3100 HOLMGREN WAY	DE PERE WI 54115	
SHARON ZUPKE			szupke@aol.com
CHRIS KREINER			chris.kreiner@dixonengineering.net
G. MIKE GREIL, MIDWEST ENGINEERING SERVICES, INC	2740-F PACKERLAND DR	GREEN BAY WI I 54313	
BRIAN NETZEL	1144 SWAN RD	DE PERE WI 54115	

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – FEBRUARY 5, 2013

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, February 5, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. Alderperson Donovan was excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Lueck moved, seconded by Alderperson Boyd, to approve the minutes of the January 15, 2013 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. None.

5. Presentation on Advance activities was presented by Fred Montague. He explained the impact of the Advance, a program of the Green Bay Area Chamber of Commerce, on the City of De Pere and the greater Green Bay area.

RECOMMENDATIONS FROM THE PLAN COMMISSION

6A. Recommendation from the Plan Commission to approve a CSM application for a two lot CSM at 647 Black Earth Drive was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon vote, motion carried unanimously.

6B. Recommendation from the Plan Commission to approve a CSM application for a single lot CSM at the Saint Norbert College Science Center was presented. Mayor Mike Walsh requested that this item be referred back to staff. Alderperson Bauer moved, seconded by Alderperson Lueck, to refer this item back to staff. Upon vote, motion carried unanimously.

6Ci. Recommendation from the Plan Commission to approve an extraterritorial CSM application for a one lot CSM at 5340 Sportsman Drive was presented. Alderperson Lueck moved, seconded by Alderperson Crevier to approve the recommendation. Upon vote, motion carried unanimously.

6Cii. Recommendation from the Plan Commission to approve an extraterritorial CMS application for a two lot CSM on Grant and Mid Valley Road, Parcel L-344-6 was presented. Alderperson Robinson moved, seconded by Alderperson Bauer to approve the recommendation. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE

7A. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and intoxication liquors to Kathleen Jean Broder and Scott Michael Marotz Partnership was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that a hearing before the Common Council be scheduled. Upon vote, motion carried unanimously.

7B. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to De Pere Service Center, Inc. was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that a hearing before the Common Council be scheduled. Upon vote, motion carried unanimously.

7C. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Operator's License issued to James Mueller was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel that a hearing before the Common Council be scheduled. Upon vote, motion carried unanimously

8. Ordinance 13-06, Repealing Sexual Offender Residency Restrictions was presented. Alderperson Crevier moved, seconded by Alderperson Bauer to approve the ordinance. Alderperson Crevier explained why he asked to revisit the

sexual offender residency restrictions. Alderperson Robinson moved, seconded by Alderperson Crevier to open the meeting. Upon vote motion carried unanimously. Keri Christnovich, 1756 Charles Street, De Pere, spoke in favor of repealing the ordinance on behalf of her husband who was unable to attend the meeting. Alderperson Crevier moved, seconded by Alderperson Robinson to close the meeting. Upon vote, motion carried unanimously. Mayor Walsh read an email from a constituent that was also present at the meeting who was also in favor of repealing the ordinance. Upon vote, motion carried 5-2 with Alderpersons Lueck and Van Vonderen voting nay. A second reading of the ordinance is required.

9. Resolution 13-12, Disallowance of Claim (Kathleen Ebben) was presented. Alderperson Kneiszel moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

10. Resolution 13-13, Authorizing Parish Facility Use Agreement With Our Lady Of Lourdes Parish was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

11. Resolution 13-14, Approving Agreement For Consulting Services Between The City Of De Pere And Troy Westrum, Inc. (Leak Detection Survey) was presented. Alderperson Bauer moved, seconded by Alderperson Boyd to approve the resolution. Upon roll call vote, motion carried unanimously.

12. Appointment of Steve Taylor by Mayor Walsh to the Plan Commission was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the appointment. Upon vote, motion carried unanimously.

13. Discussion regarding the status of the De Pere Riverwalk phase two construction was presented. Parks Director Marty Kosobucki stated that the Riverwalk is nearing completion; the viewing pier is complete and the fishing dock is almost complete. Proposals for signage are being accepted and a grand opening is being planned.

14. The vouchers were presented. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the vouchers. Upon vote, motion carried unanimously.

15. Applications for Operator's Licenses were presented.

CITY OF DE PERE - FEBRUARY 5, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
Operator Licenses for the 2012-2014 Licensing Period					
1	BRANTLEY, JAMEN R.	3107 RIVERSIDE DR.	GREEN BAY	WI	54301
2	BRUECHERT, CORTNEY L.	1310 VILLA PARK	GREEN BAY	WI	54304
3	CHRISTNOVICH, KERI R.	1756 CHARLES ST.	DE PERE	WI	54115
4	ELLSWORTH, CHARITY A.	533 BADER ST.	GREEN BAY	WI	54302
5	FALTYNSKI, CHRISTA A.	2175 KENSINGTON LN.	GREEN BAY	WI	54311
6	FAWCETT, RYAN T.	3233 PIONEER DR.	GREEN BAY	WI	5431[illegible]
7	GERBERS, JOAN E.	313 HIGH ST.	DE PERE	WI	5411[illegible]
8	LA COUNT, MICHAEL A.	2106 RIVER POINT CT.	DE PERE	WI	54115
9	SAGE, JENNIFER E.	1746 BURGOYNE CT., #9	DE PERE	WI	54115
10	SAULNIER, RENE J.	201 JAMES ST.	DE PERE	WI	54115
11	SLEIK, LISA K.	1107 S. 7TH ST.	DE PERE	WI	54115
12	STADLER, SABRINA M.	979 1/2 HOWARD ST.	GREEN BAY	WI	5430[illegible]
13	SULENTIC, SARAH E.	703 FREDRICK ST., APT. 1	GREEN BAY	WI	54313

14	WILLEMS, ANDREW M.	1023 CORAL ST., APT. 7	DE PERE	WI	54115
15	ZEGERS, EMILY J.	505 LIBAL ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to table Previously Tabled Operator License #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to table Operator Licenses #1, 4, 6, 13 and to approve Operator Licenses #2, 3, 5, 7-12, 14, and 15. Upon vote, motion carried unanimously.

16. Future Agenda Items. None.

17. Discuss Public Service Commission sewer rate complaint case against City of De Pere and Green Bay Metropolitan Sewerage District (Docket No. 93-51-115) was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to convene in closed session at 8:24 p.m. Upon roll call vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Van Vonderen, to reconvene in open session. Upon roll call vote, motion carried unanimously.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Crevier, the Common Council adjourned at 8:45 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

RESOLUTION #13-15

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(PARCEL ED-897)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 20th day of February, 2013 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14.30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-43(2)(a)11), De Pere Municipal Code, for purposes of permitting within the B-1 Central Business District Zone, auto body restoration and auto body repair at 519 George Street (ED-897) subject to the following conditions:

1. The storage of parts and tires are not permitted outside;
2. The service doors shall remain closed during repairs or painting on vehicles to control dust and noise;
3. The building shall comply with the City code and the downtown design guidelines;
4. Waste bins shall be effectively screened; and
5. Signage shall comply with the City sign ordinance.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Publish: February 7, 2013 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Wednesday, February 20, 2013 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use to allow auto restoration and auto body repair at 519 George Street, which is Central Business (B-1) district.

Petitioner: Lawrence Fisette.

Dated this 7th day of February, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #4: Review the Conditional Use Application for an auto repair/restoration center at 519 George Street in a B-1 (Central Business) District. Applicant: Larry Fisette.

Conditional Use Review

Conditional use was submitted to allow auto body repair at the existing facility on 519 George Street. The conditional use is also requesting the approval of a small addition to the site. The existing facility has been used as an auto repair and gas station. The property is zoned B-1 (Central Business) and auto body repair is allow as a conditional use. The table below summarizes some of the impact related to the request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	x		
Will the proposed building be architecturally compatible with those in the surrounding area?	x		
Will the condition create a:			
1. Noise problem		x	
2. Traffic problem		x	
3. Parking problem		x	
4. Highway access problem		x	
5. Garbage disposal problem		x	
6. Policy and Fire protection problem		x	
7. Be hazardous to children		x	
8. Lighting problem		x	
9. Sewage disposal problem		x	
10. Water supply problem		x	
11. Runoff or drainage problems		x	
12. Windblown articles		x	
13. Water pollution		x	
14. Air pollution		x	
15. Wind erosion		x	
Would the new use of the property have an adverse effect on population densities?		x	
Would the property insurance rates increase for adjoining owners?			x
Would the granting of the conditional use be detrimental to the environment?		x	
Would the proposed use add or create a floodplain problem?		x	
Would prime agricultural land be destroyed if approved?		x	
Will this use have an adverse effect on a school district?		x	
Will this change decrease adjacent property values?		x	
Will the use add to the economic growth of the labor and industry of Brown County?	x		
Is the conditional use primarily for a speculative income return?			x

The main concern with the site historically had been outdoor storage and the general lack of maintenance to the building. The new owner believes that the proposed use with the addition can be done in a way that makes the site an asset to the community while still making the site look clean.

Recommendation

Staff would recommend approval of the conditional use with the following recommendations:

1. The storage of parts and tires are not permitted outside.
2. The service doors shall remain closed whenever possible to control dust and noise from the repair of vehicles.
3. The building addition must meet the City code and the downtown design guidelines.
4. Waste bins shall be effectively screened.
5. Signage shall comply with the City sing ordinance.
6. The Conditional Use shall be forwarded to City Council for action.

Print Form

CITY OF DE PERE

APPLICATION FOR CONDITIONAL USE

Fee: $ 250.00

Receipt #: 79007

Date: 1-18-2013

Please print or type using black ink for duplicating purposes.

A. Property Owner:

Name: Larry Fisette

Mailing Address: 3774 Ryan Road, De Pere, WI 54115

Phone: 336-2200

Email: na

I hereby appoint the following as my agent for purposes of this application:

Agent:

Name: _____

Mailing Address: _____

Phone: _____

Email: _____

B. Property Information

Address/Location of Property: 519 George St Parcel #: ED-897

Parcel Dimension: _____ Parcel Area: 9602 sq ft

Legal Description: ORIGINAL PLAT OF DEPERE. LOTS 5 & 6 EX W 40 FT. BLK 25 & EX RD IN 2248740

C. Land Use

Existing Zoning: B-1 Central Business

Present Use of Parcel: Prior Gas / Auto repair station

Proposed Use of Parcel: Auto restoration (auto body repair)

Present Use of Adjacent Property: Legal office (west), Seroogy (North), Investment office (east), mix retail (south)

A ~~Conditional Use~~ Permit is requested as authorized by the De Pere Zoning Code, Section(s): 14-43.2.a.11

Owner Signature — Date: 1-18-2013

Agent Signature — Date

January 18, 2013

Attn: Members of the Plan Commission
City of De Pere
335 Broadway
De Pere, WI 54115

RE: Condition Use Request for 519 George Street

Dear Plan Commission Members;

I have recently purchased the property at 519 George Street. The property had been used as filling station and also an auto repair service station. I would like to have the ability to use the property for auto restoration (auto body repair). Since the property is located in a B-1 district, it is my understanding that it requires a conditional use.

Since the property has just been purchased, I will be making improvements on the inside of the building with the required equipment. However, overtime I would like to make improvements to the site and building so it matches the character of our downtown. I intend to install all of the proper equipment so there will be no issues with odors, noise or dust. Also, while there will be some cars parked outside in the 'queue' for repair, we will work hard to ensure the property looks attractive to our neighbors.

I have been a long time business owner on George Street and I want to make this site and building something that the community can take pride in again. As a note, I did talk with my immediate neighbors to discuss the use and they were supportive of my plans.

Thank you for considering my request.

Larry Fisette
3774 Ryan Road
De Pere, WI 54115

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

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W E
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Scale 1:240

RESOLUTION #13-16

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(PARCEL WD-D0014)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 20th day of February, 2013 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14.30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-45.3(3), De Pere Municipal Code, for purposes of permitting within the Highway 41 Business Corridor District B, retail center and dog kennel at 1225 Lawrence Drive (WD-D0014) subject to the following conditions:

1. The building remodeling shall be completed before occupancy is issued.
2. Outdoor play hours for pets shall be limited from 6:00 a.m. to 6:00 p.m., Monday through Friday and from 7:00 a.m. to 6:00 p.m. on weekends.
3. Waste shall be properly disposed of daily.
4. Pets shall be supervised when outside.
5. Any additional signage for the business shall be submitted for approval by staff.
6. Any expansion to the facility or fenced area shall obtain City approval.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Publish: February 7, 2013 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Wednesday, February 20, 2013 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use to allow a pet day care (Tail Waggers) at 1225 Lawrence Drive, which is a Highway 41-B District.

Petitioner: Dave Wagner.

Dated this 7th day of February, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #5: Review the Conditional Use Application for a Tail Waggers Day Care (kennel) at 1225 Lawrence Drive. Applicant: Dave Wagner.

Conditional Use Review

Conditional use was submitted to allow for a retail center and kennel at 1251 Lawrence Drive. The property is zoned HWY 41 Business District B (HWY41-DistB) which allows for a kennel to be considered under the following:

> *Other Planned Development Districts, business, manufacturing, assembling, processing, and storage uses determined by the Plan Commission to be of the same general character of subsection (2), above, and are not to be obnoxious, unhealthful, or offensive by reason of potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, glare of heat, or building type of land use that is not compatible with other uses in this district or would detract from the visual image of the City.*

The proposal will upgrade the existing building to match our existing code. The table below summarizes some of the impact related to the new facility.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	x		
Will the proposed building be architecturally compatible with those in the surrounding area?	x		
Will the condition create a:			
1. Noise problem		?	
2. Traffic problem		x	
3. Parking problem		x	
4. Highway access problem		x	
5. Garbage disposal problem		x	
6. Policy and Fire protection problem		x	
7. Be hazardous to children		x	
8. Lighting problem		x	
9. Sewage disposal problem		x	
10. Water supply problem		x	
11. Runoff or drainage problems		x	
12. Windblown articles		x	
13. Water pollution		x	
14. Air pollution		x	
15. Wind erosion		x	
Would the new use of the property have an adverse effect on population densities?		x	
Would the property insurance rates increase for adjoining owners?		x	
Would the granting of the conditional use be detrimental to the environment?		x	
Would the proposed use add or create a floodplain problem?		x	
Would prime agricultural land be destroyed if approved?		x	
Will this use have an adverse effect on a school district?		x	
Will this change decrease adjacent property values?		x	
Will the use add to the economic growth of the labor and industry of Brown County?			x
Is the conditional use primarily for a speculative income return?			x

The City has approved pet care facilities in the past as a conditional use. A common problem with the facilities is the noise that can be created from the dogs, especially when they are not supervised. The owners have provided a summary of how they operate the facility and also how they control noise. They have provided letters from both existing facilities in terms of how they have fit into the community. In addition, a letter from the neighbor to the south of the proposed site supports the use. With HWY 41 and also a concrete mixing plant, it would seem that the noise from the operation would not be significant; however the Plan Commission must look at the long term design of the site.

Recommendation

Staff would recommend approval of the conditional use with the following recommendations:

1. The building remodeling must be completed as presented before occupancy is issued. Dimensions of the fence enclosure and also the building modifications shall be added to the drawings and submitted before the public hearing.
2. The building must use earth tone colors for the split face block and eifs. The color scheme shall be provided before the public hearing with the City Council.
3. Landscaping shall be added to break up the fence line facing the street and also the commercial development to the south. Landscaping shall be added to the front of the building. A detailed landscape plan shall be submitted before the public hearing with the City Council.
4. Outdoor play hours for pets shall be limited from 6:00 a.m to 6:00 p.m. Monday through Friday and from 7:00 a.m. to 6:00 p.m. on weekends.
5. Waste must be properly disposed of daily.
6. Pets must be supervised when outside.
7. Refuse location is not provided and should be added to the site plan before the public hearing. The refuse must be enclosed with a matching brick or cedar enclosure.
8. Any additional signage for the property must be submitted for approval by staff.
9. Any expansion to the facility or fenced area must obtain City approval.
10. The conditional use shall be forwarded to City Council for action.

Print Form

CITY OF DE PERE

APPLICATION FOR CONDITIONAL USE

Fee: $ 245.00

Receipt #: 1001

Date: 1-21-2013

Please print or type using black ink for duplicating purposes.

A. Property Owner:

Name: Avrio, LLC

Mailing Address: 841 Highview Lane, Kimberly WI 54136

Phone: c/o Johnny Simpson 920-265-8804

Email: rememberjohnny@gmail.com

I hereby appoint the following as my agent for purposes of this application:

Agent:

Name: David Wagner

Mailing Address: 5063 W Century Farm Blvd Appleton WI 54913

Phone: (920) 251-4395

Email: dwagner1980@gmail.com

B. Property Information

Address/Location of Property: 1225 Lawrence Dr Parcel #: WD-D0014

Parcel Dimension: 375' by 350' more or less Parcel Area: 3 acres, 130,715 square feet

Legal Description: PCL B OF 1 CSM 623 BNG PART OF E1/2 OF SW1/4 SEC 29 T23N R20E ALSO PCL E OF 2 CSM 119 BNG PRT OF E1/2 SW1/4 SEC 29 T23N R20E

C. Land Use

Existing Zoning: HWY41-DIST B

Present Use of Parcel: Roofing/siding contractor

Proposed Use of Parcel: Dog day care, grooming, kennel

Present Use of Adjacent Property: South - Menards, West - Hwy 41, North and East - Concrete plant, MCC Inc.

A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): _____

Owner Signature Avrio LLC — 12-26-12 Date

Agent Signature Johnny Simpson — ESW LLC — 12/26/12 Date

Fox Cities Builders

Experience the Best!

PROPOSED BUILDING RENOVATION FOR:

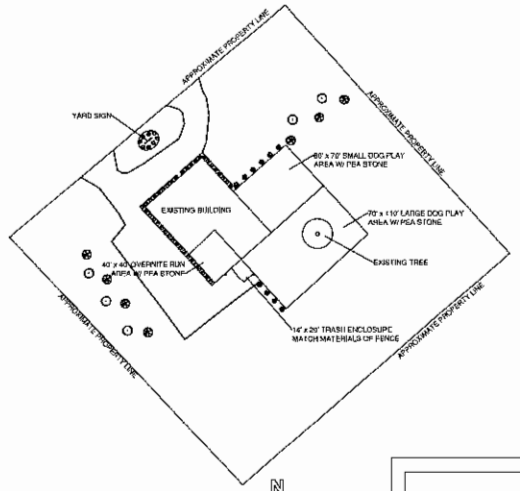
13-0273 FUTURE TAILWAGGERS

LOCATION

CONCEPTUAL SITE PLAN
SCALE 1" = 60'-0"

N

NOTE:
THE DIMENSIONS OF THE FENCING IS APPROXIMATE, THIS MAY CHANGE DUE TO BUILDING LAYOUT.

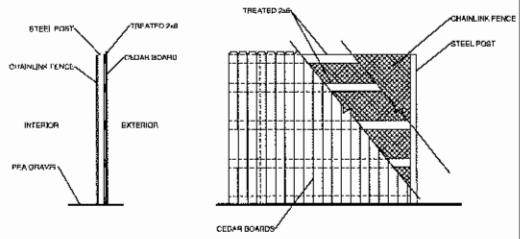


LANDSCAPING PLAN
SCALE 1" = 60'-0"

N

LANDSCAPE TREE/SHRUB SCHEDULE

SYMBOL	COMMON NAME	QTY.	PLANTING	MATURE	REMARKS
	AUTUMN BLAZE MAPLE	5	2-3" CALIPER	40' HT.	* FOUNDATION PLANTINGS TO BE EDGED WITH COMMERCIAL GRADE CORIA EDGING - STAKED AT 48" O.C.
	LOCUST	7	2"-3" CALIPER	18'-20' HT.	* PLANTING AREAS TO RECEIVE HEAVY DUTY LANDSCAPE FABRIC
	RED TWIGGED DOGWOOD	10	18" - 24" HT.	6' 10' HT	* FOUNDATION PLANTINGS TO RECEIVE 2"-3" OF 1 1/2" LANDSCAPE STONE, STYPE TO BE DETERMINED * ALL TREES TO BE STAKED * GRASS MIX TO BE 50% BLUE, 25% PERENIAL RYE 25% RED FESCUE
	HFTZ MINIATE ARBORVITAE	40	12" HT.	2' HT.	



PROPOSED FENCING DETAIL
NOT TO SCALE

SHEET INDEX

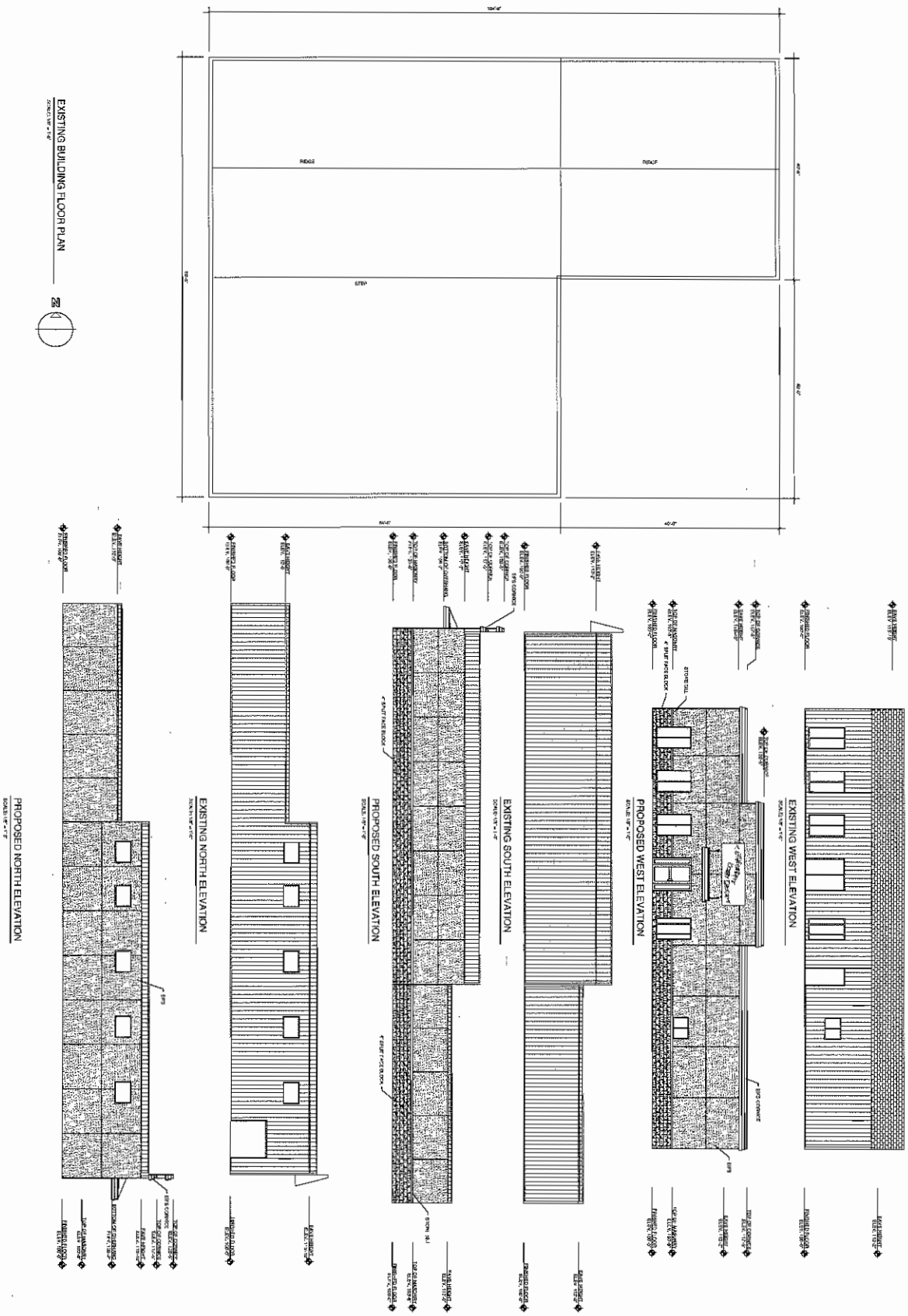
T1.0 TITLE SHEET WITH AERIAL
A1.0 EXISTING FLOOR PLAN AND ELEVATIONS

Fox Cities Builders
FOX CITIES BUILDERS, LLC.
N7315 CTY RD. Y - SUITE B
SEYMOUR, WISCONSIN 54165
PHONE (920) 833-9545
FAX (920) 833-9546

REVISIONS:
△ 3/7/13 CLE

PROPOSED BUILDING RENOVATION FOR:
13-0273 FUTURE TAILWAGGERS
LOCATION
SALES REP: PHIL ULLMER (920) 228-0112
DATE: 1/15/13
DRAWN BY: CLE

T1.0



A1.0

PROPOSED BUILDING RENOVATION FOR:
13-0273 FUTURE TAILWAGGERS
LOCATION
SALES REP: PHIL ULLMER (920) 228-0112
DATE: 1/15/13 DRAWN BY: CLE

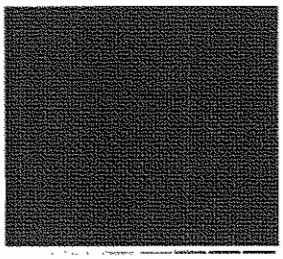
REVISIONS:
1

FOX CITIES BUILDERS, LLC.
N7315 CTY RD. Y - SUITE B
SEYMOUR, WISCONSIN 54165
PHONE (920) 833-9545
FAX (920) 833-9546

Fox Cities Builders

Building Color Information

Sherwin Williams Latte is the darker of the two colors and would go on the rough cut block.

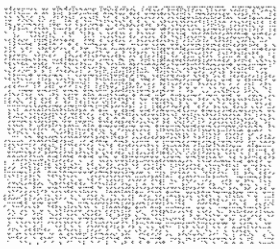


Interior/Exterior

Color Collections
SW Color , Traditional Twist

Color Family	Warm Neutrals
Color Strip	16
RGB Value	R-186 | G-165 | B-135

Sherwin Williams Kilim Beige is the lighter color that would go on the stucco.



Interior/Exterior

Color Collection	SW Color
Color Family	Warm Neutrals
Color Strip	16
RGB Value	R-215 | G-201 | B-176

Constantly Supervised Playtime

When dogs are supervised and get the human attention they crave during the day, they do not bark like unattended dogs do. They are happy and content and have no frustration to voice.

TailWaggers Doggy Daycare® provides a fun, safe and clean environment in which your dog can play and socialize with other dogs during the day*. Pups who come to play at TailWaggers Doggy Daycare® are never alone. Not only do they socialize with other dogs of their size and temperament all day, but they also get lots of attention from our Pack Leaders. In addition to playing with the pack and giving our four-legged friends a plethora of hugs and pets, Pack Leaders are constantly on site to ensure that everybody is playing nicely and that the play areas are clean and safe.

No Outdoor Boarding Runs

At TailWaggers Doggy Daycare, all of our overnight guests sleep in enclosed, indoor suites at night. They do not have access to the outside, so they are safe and snug inside of the secure, temperature-controlled building. Not only does this ensure the dogs' comfort, safety and security, but it prevents them from getting out doors and barking during the night.

Hours of Operation

TailWaggers Doggy Daycare is open to customers from 6a.m to 6p.m. Monday through Friday. On Saturday and Sunday we are open from 7a.m. to 6p.m. Dogs may be picked up and dropped off any time during our open hours.

Schedule of Operations

TailWaggers Doggy Daycare is staffed from 5:45a.m. to 9:30p.m. Our boarding guests are let outside to go potty for the first time at 6a.m. After relieving themselves, they are brought back in for breakfast and some light play time. During the day the dogs play outdoors and indoors. *Our dogs are never left unsupervised while they are playing. This human attention pacifies the dogs and prevents them from barking as unattended dogs have the tendency to do.* By 6p.m. all of TailWaggers Doggy Daycare's daycare clients will have been picked up. This leaves our staff to care for our overnight guests. The overnight dogs are put into their suites for rest time from 6p.m. to 7:30p.m. while our staff cleans and

sanitizes the play areas. At 7:30p.m. our overnight dogs are allowed back into the play areas for some one on one attention from the Pack Leaders. At 9:00p.m. our overnight guests are let outside a few at a time to go potty one last time before bed. By 9:30p.m. they are safely tucked away in their suites until morning.

Fencing

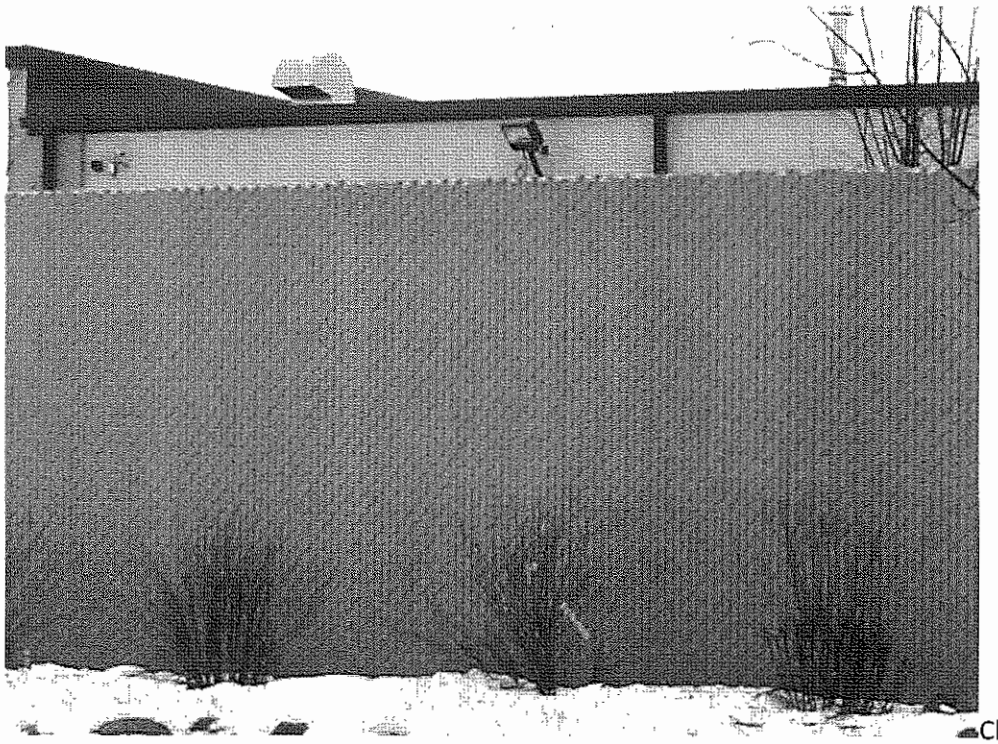
TailWaggers Doggy Daycare uses hurricane fencing in the outdoor play areas. The fencing is 8 feet high and has attractive plastic slats that run vertically through the diamond shapes of the hurricane fencing. These plastic slats serve three purposes. First, they insulate and block noise from the play areas (the fact that the fencing is 8 feet high helps to greatly reduce the noise level from the play area, as well). Second, they block the dogs' line of vision to the outside to reduce barking at passers-by (cars or people). Third, the plastic slats also give the fencing an attractive, almost solid appearance from a distance.

Facility Aesthetics

TailWaggers Doggy Daycare prides itself in the cleanliness and attractive appearance of its facilities, both inside and outside. The interior of the building is cleaned and sanitized on a daily basis -- we adhere to a strict cleaning regimen. The exterior of the building, the landscaping and the grounds are maintained on a regular basis as well. TailWaggers Doggy Daycare's goal is to create a sanitary, safe and attractive place for people to leave their dogs to be cared for while they are at work or away on vacation. TailWaggers Doggy Daycare is happy to work with the City of De Pere to create a facility that would be an attractive addition to any commercial setting.

We invite you to visit and see TailWaggers Doggy Daycare for yourself. Please call Kristin Schlosser at 920-882-8000 to schedule a tour.

Fencing Photos

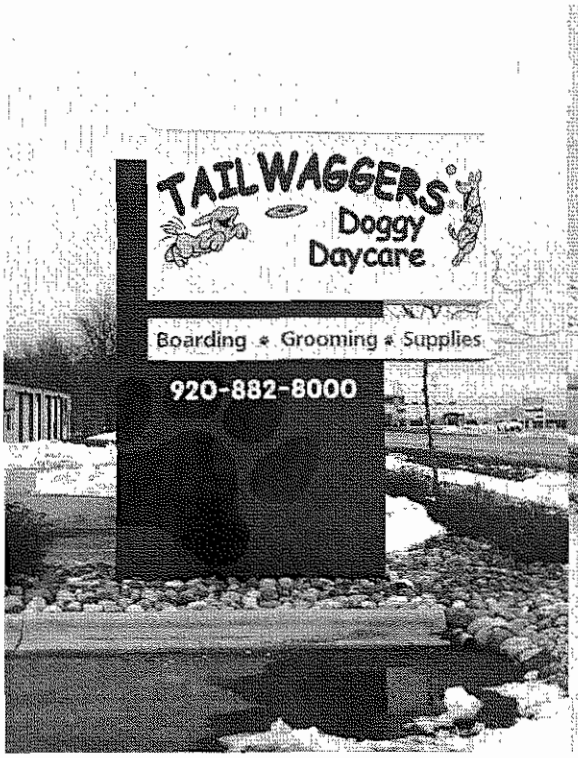


Close Up

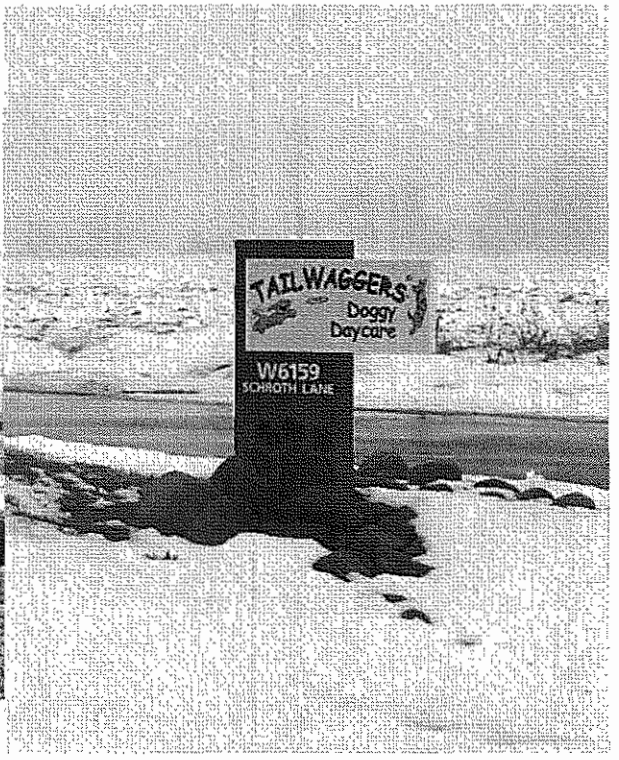
Distance

Signage Photos

Building LED Sign



Wisconsin Ave Sign



Driveway Sign

Prime Space, LLC

145 East River Drive
De Pere, WI, 54115

M: 920-265-8804
F: 920-469-8680

rememberjohnny@gmail.com

1/14/13

David Wagner
Tail Waggers

Dear David,

I understand you're planning to locate a Tail Waggers franchise to 1225 Lawrence Drive in De Pere. I'm excited to see a presentable and well run business next door. I think the improvements you plan on making to the building along with your business idea and branding are fantastic.. I fully support Tail Waggers as a next door neighbor.

The landlord is looking forward to a quality tenant that has the financial stability and know how to not only stay in business but succeed at this location and provide a valuable service to the residents of De Pere.

Sincerely,

J. R Simpson

Johnny Simpson

Town of Greenville
P.O. BOX 60
GREENVILLE, WI 54942
PHONE 757-5151
FAX 757-0543

January 8, 2013

Ken Pabich
City of DePere

RE: Tailwaggers Doggy Daycare

As the Town Clerk of the Town of Greenville, I worked with the people responsible for the construction and then operation of Tailwaggers here in the Town of Greenville. They were good to work with and have a nice operation on Schroth Lane here.

As Clerk, complaints would come to me if there were any so I could send the offending business a letter. I have never had a complaint in the 2 ½ years they have been in business. There are a few houses nearby and they do not complain about barking.

I also have on numerous occasions taken my two dogs to Tailwaggers when traveling. They are very accommodating and my dogs are nice and tired when they come home. Because of this and driving past the site quite often, I have had many times to view the site. On the inside, someone is always with the dogs and dog waste is cleaned up.

If you have any questions, please feel free to contact me.

With regards,

Debbie Wagner,
Town Clerk/Treasurer

RECOMMENDATION

February 12, 2013
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 February 12, 2013:

Recommendation on the following:

A. Approve $600 donation from Sharon Danen to be used to purchase personal protective gear for the Fire Department.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

February 5, 2013

City of De Pere
Finance Committee

Dear Committee Members,

The De Pere Fire Department received a $600.00 donation from Mrs. Sharon Danen in memory of her husband Denny. Our personnel were there in their family's time of need and this donation is in appreciation of that service.

This donation will be used for the purchase of fire protection equipment, specifically fire department helmets.

I recommend the finance committee accept this generous donation.

Sincerely,
Robert Kiser
Fire Chief
De Pere Fire Rescue
rkiser@mail.de-pere.org

920-339-4085

Attachement: Letter

To Depere Rescue Squad -

I'm making this donation in memory of my husband Denny Daner who passed away here at home on Oct. 1, 2012. Your Emt's worked so hard to save him, and though he passed away I will always be greatful for their efforts.

Your entire department provides a Wonderful Service for our Community.

Sincerely,
Sharon Daner

RECOMMENDATIONS

February 12, 2013
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, February 11, 2013:

A. Recommend Approval of the Installation of Preserve America Signage as requested by the Historic Preservation Commission.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J.Thoresen, P.E.
Director of Public Works

MEMORANDUM **CITY OF DE PERE**

TO: Members of the Board of Public Works

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Historic Preservation Commission

DATE: February 11, 2013

The City of De Pere was designated as a Preserve America community in 2010. The City was designed as a Preserve American community when we received our grant for the work related to the Lockkeepers House. The Historic Preservation Commission would now like to install signs in recognition of this designation.

The program is best described by using information provided on the web site.

Preserve America is a federal initiative that encourages and supports community efforts to preserve and enjoy our priceless cultural and natural heritage.

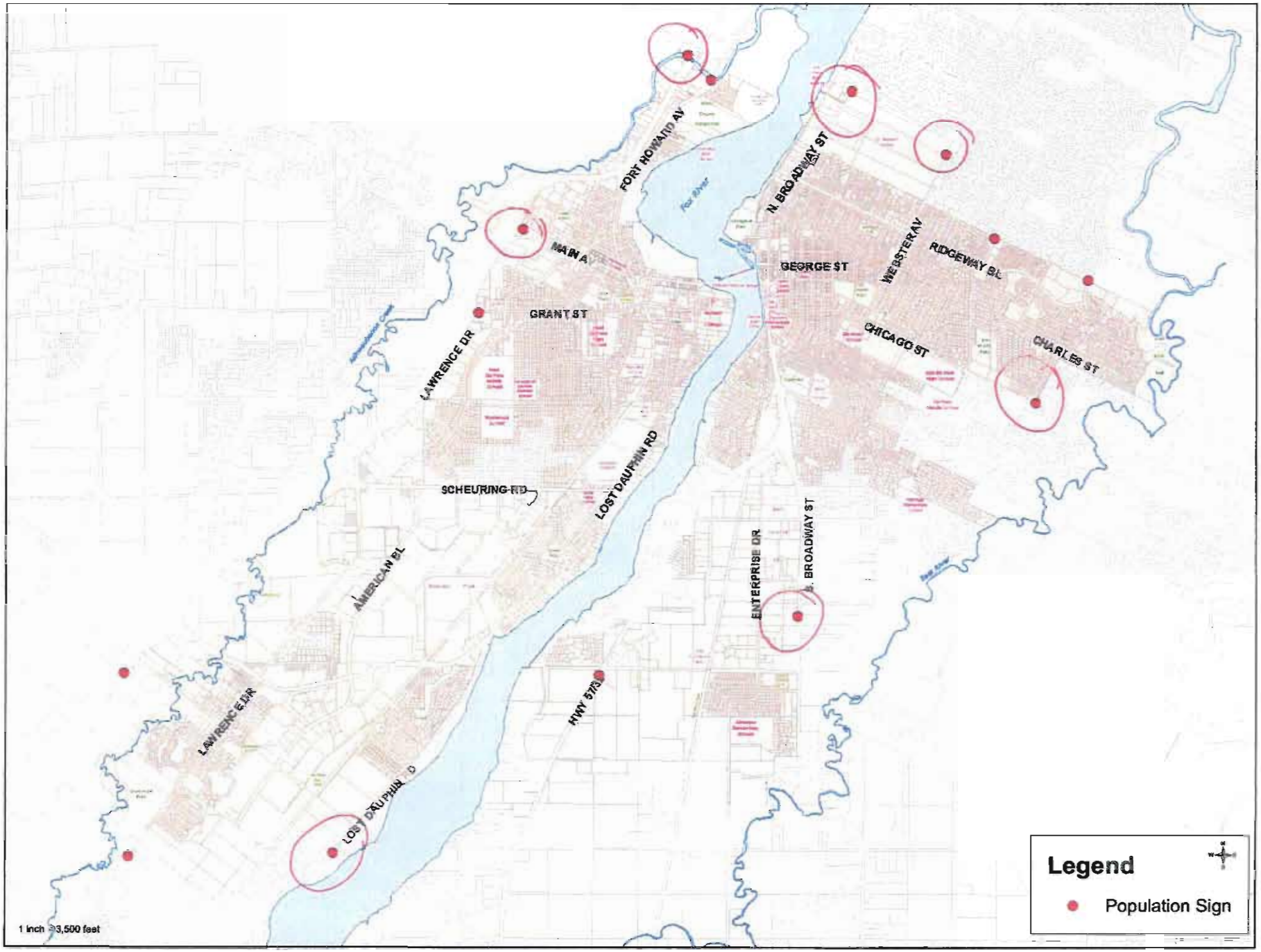
Communities may apply for special designation as a Preserve America Community, which recognizes communities that:

- *protect and celebrate their heritage;*
- *use their historic assets for economic development and community revitalization; and*
- *encourage people to experience and appreciate local historic resources through education and heritage tourism programs.*

Benefits of designation include:

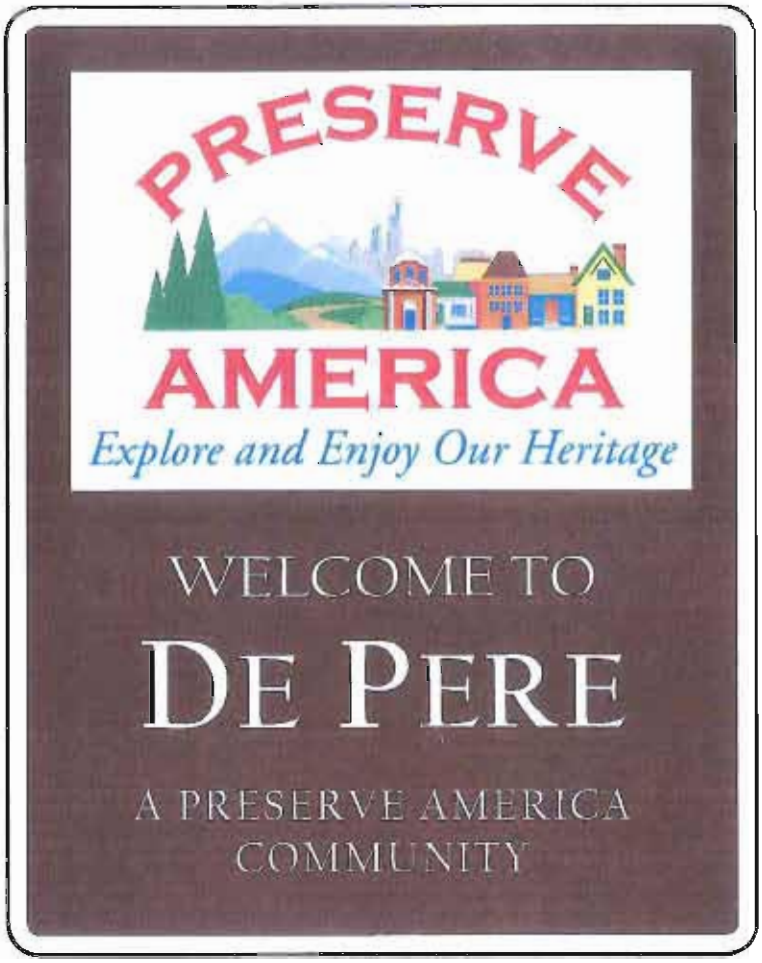
- *White House recognition;*
- *a certificate of recognition;*
- *a Preserve America Community road sign;*
- *eligibility for Preserve America grants;*
- *authorization to use the Preserve America logo on signs, flags, banners, and promotional materials;*
- *listing in a Web-based Preserve America Community directory;*
- *national and regional press releases; and*
- *enhanced community visibility and pride.*

The attachments show the design of the sign and there proposed locations. The signs would be installed at seven locations entering the City. The signs would be paid for by the Historic Preservation Commission and installed by City staff. The Commission is requesting the Board of Public Works approve the installation of the signs at the areas designated on the map.


FORT HOWARD AV
N. BROADWAY ST
MAIN ST
GEORGE ST
WEBSTER AV
RIDGEWAY BL
GRANT ST
LAWRENCE DR
CHICAGO ST
CHARLES ST
SCHEURING RD
LOST DAUPHIN RD
AMERICAN BL
ENTERPRISE DR
S. BROADWAY ST
HWY 57
LAWRENCE DR
LOST DAUPHIN D
1 inch = 3,500 feet
Legend
Population Sign

WELCOME TO EUREKA SPRINGS
POP. 2278
PLEASE RIDE QUIETLY
NOISE ORDINANCE STRICTLY ENFORCED
PRESERVE
AMERICA
WELCOME TO
EUREKA
SPRINGS
SPEED
ZONE
AHEAD
2005

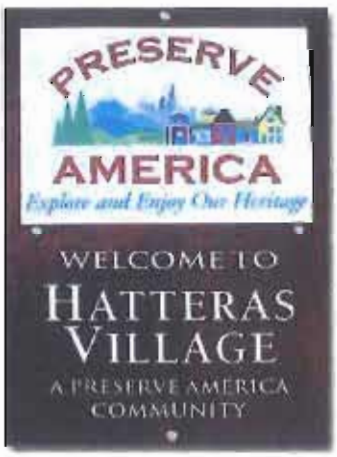
30"


PRESERVE
AMERICA
Explore and Enjoy Our Heritage
WELCOME TO
DE PERE
A PRESERVE AMERICA
COMMUNITY

24"

PRESERVE
AMERICA
WELCOME TO
SMITHVILLE
A PRESERVE AMERICA
COMMUNITY

PRESERVE
AMERICA
WELCOME TO
RABBIT
HASH


PRESERVE
AMERICA
Explore and Enjoy Our Heritage
WELCOME TO
HATTERAS
VILLAGE
A PRESERVE AMERICA
COMMUNITY

LICENSE COMMITTEE RECOMMENDATIONS

February 20, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on February 20, 2013.

1. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and intoxicating liquors issued to Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C, De Pere, WI. License Holder: Willis Bar & Grill, LLC, Agent: Cynthia N. Williquette, 3022 Williams Grant Dr., De Pere, WI 54115.

2. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to De Pere Y-Mart, 1017 Fourth St., De Pere, WI. License Holder: De Pere Y-Mart, LLC, Agent: Robert R. Green, 2037 Green Acres Ct., De Pere, WI 54115.

3. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class A Retail License for the sale of fermented malt beverages issued to DJ Convenience, 1605 Fort Howard Ave., Ste. A, De Pere, WI. License Holder: DJ Convenience, LLC, Agent: James J. Vandeyacht, 1463 Sunset Beach Rd., Suamico, WI 54173.

4. Application for a Premise Description Change for St. Norbert College, De Pere, WI. Submitted by Terrie DuBois, 729 Bascom Way, Green Bay, WI 54311.

5. Application for a Class "B" Beer & "Class B" Liquor License for Pubhaus at 600, 600 George St., De Pere, WI. Submitted by Pubhaus at 600 LLC, Agent: Bobbi Schroeder, 600 George St., De Pere, WI 54115.

6. Application for a Class "B" Beer & "Class B" Liquor License for Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C, De Pere, WI. Submitted by PRH Enterprise, LLC, Agent: Kristie Hoffman, 1565 Red Maple Rd., De Pere, WI 54115.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

(12)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 23. 2013

Subject: Pre-Hearing Request for Willi's Bar and Grill

I am requesting a pre-hearing for violations observed during two compliance checks by De Pere police officers on July 6, 2012 and December 13, 2012 at Willi's Bar and Grill 1605 Fort Howard Ave.

SUMMARY: Our process was to educate, warn, conduct compliance checks, cite or debrief, then re-educate and conduct compliance checks again. In the spring of 2012, a letter was sent to each license holder outlining our process, our intention and the potential consequences of a failure to comply with the liquor laws. A second letter was sent in late spring/early summer outlining the same information and warning the DPPD was going to conduct sting operations. In each letter training was offered.

The compliance checks used underage persons typically 19 to 20 years old who were subject to a background check to ensure no prior violations and retaining the integrity of the checks. The underage persons used their real valid Wisconsin identifications clearly showing their real names and dates of birth. Nothing was altered and the information was checked. An undercover police officer from DPPD would first enter the establishment and "blend in." A minute or two later the underage person(s) would enter and under the observation of the DPPD officer, the underage person would attempt to purchase an alcohol product. The underage person would present the real identification only when asked for it. Either the sale was completed or the sale was denied. The underage person would leave the establishment followed later by the DPPD officer. If a sale was made, the evidence was duly processed, and if the sale was denied, the information was recorded. The undercover officer made the visual identification of the seller for later citation processing. A citation was then issued for those not in compliance.

HIGHLIGHTS: Undercover De Pere police officers observed the following:

<u>July 6, 2012</u>

- At approximately 11:17pm, confidential informant #123 (CI 123), a 19 year old, and confidential informant #112 (CI 112), a 20 year old, entered the Willi's Bar and Grill as part of the operation to purchase alcohol.
- CI 123 and 112 ordered Malibu and Coke mixed drinks.
- The seller, identified as Matthew Williquette, a person working at the establishment, did not ask for age of CI's, but did ask for identification. Seller looked at both ID's.
- The seller said to CI 123, "93, just barely made it, eh?"

- CI 123 paid $7.00 to seller and seller served the two drinks.
- Seller then asked CI123 "what year was it?"
- CI 123 stated 2012. Conversation ended.
- CI 123 and CI 112 left establishment at 11:37pm.

Action Taken: Citations for selling alcohol to an underage person 1st offense were issued to the license holder, Cynthia Williquette, and to the seller, Matthew Williquette.

Note: When officers were on scene during the operation, and when officers returned to issue a citation, they noted Matthew Williquette was not a licensed operator (bartender), but Matthew stated he was the owner's son. The Wisconsin Beverage licensing laws requires a licensed operator, or the license holder or agent, to be on premises for alcohol sales. Neither was present. A check of Matthew Williquette's operator license status indicated he did not have a license at the time of the operation. (And still does not have an operator license with De Pere).

December 13, 2012

- At approximately 7:26pm, confidential informant #112 (CI 123), a 19 year old, and confidential informant #125 (CI 112), a 19 year old, entered the Willi's Bar and Grill as part of the operation to purchase alcohol.
- CI 123 and CI 125 ordered 1 Bud Lite beer each.
- The seller, identified as Nora Morris, asked for the CI's identifications
- CI 123 and CI 125 presented their real underage identifications.
- Seller inspected the ID's and then said "okay."
- Seller then presented the CI's with 4 beers as it was two for one night.
- CI's paid $6.00
- CI 123 and CI 125 left the establishment at 7:36pm.

Action Taken: Citations for selling alcohol to an underage person were issued to the license holder, David Willquette (2nd offense), and to the seller, Nora Morris (1st offense).

Prior to the first citations, training was offered twice in two letters sent to the license holders. Willi's Bar and Grill did not request an officer to provide the training. After the citations were issued to the license holder, DPPD personnel contacted the license holder personally and during the conversation offered training to employees. The license holder again did not request training, after having been offered it three times, prior to the second set of citations.

(10)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: February 6, 2013

Subject: Pre-Hearing Request for De Pere Y-Mart

I am requesting a pre-hearing for violations observed during two compliance checks by De Pere police officers on June 28, 2012 and December 7, 2012 at the De Pere Y-Mart 1017 Fourth Street.

SUMMARY: Our process was to educate, warn, conduct compliance checks, cite or debrief, then re-educate and conduct compliance checks again. In the spring of 2012, a letter was sent to each license holder outlining our process, our intention and the potential consequences of a failure to comply with the liquor laws. A second letter was sent in late spring/early summer outlining the same information and warning the DPPD was going to conduct sting operations. In each letter training was offered.

The compliance checks used underage persons typically 19 to 20 years old who were subject to a background check to ensure no prior violations and retaining the integrity of the checks. The underage persons used their real valid Wisconsin identifications clearly showing their real names and dates of birth. Nothing was altered and the information was checked. An undercover police officer from DPPD would first enter the establishment and "blend in." A minute or two later the underage person(s) would enter and under the observation of the DPPD officer, the underage person would attempt to purchase an alcohol product. The underage person would present the real identification only when asked for it. Either the sale was completed or the sale was denied. The underage person would leave the establishment followed later by the DPPD officer. If a sale was made, the evidence was duly processed, and if the sale was denied, the information was recorded. The undercover officer made the visual identification of the seller for later citation processing. A citation was then issued for those not in compliance.

HIGHLIGHTS: Undercover De Pere police officers observed the following:

<u>June 28, 2012</u>

- At approximately 7:44pm, confidential informant #112 (CI 112), a 20 year old, entered the De Pere Y-Mart as part of the operation to purchase alcohol.
- CI 112 took a pack of Wine Coolers to the front checkout counter and paid $8.65 purchasing the alcohol.
- The seller, identified as Ms. Laura Van Ryzin, a clerk working at the establishment, did not ask for identification or question the age of the CI 112.
- CI 123 left establishment at 7:50pm with alcohol.

Action Taken: Citations for selling alcohol to an underage person (1st offense) were issued to the license holder, Robert Green, and to the seller, Laura Van Ryzin.

December 7, 2012

- At approximately 4:01pm, confidential informant #112 (CI 112), a 20 year old, entered the De Pere Y-Mart as part of the operation to purchase alcohol.
- CI 112 took a four-pack of Bud Lite to the front checkout counter and paid $8.43 purchasing the alcohol.
- The seller, identified as Dabney Green, asked for identification from CI 112.
- Seller then looked at CI 112's ID and walked away with it.
- Seller came back and stated she needed to check the price of the 4-pack
- Seller typed in the price of the four-pack and gave ID back to CI 112.
- Seller said to CI 112 to "have a good night," and CI 112 left the establishment at 4:08pm.

Action Taken: Citations for selling alcohol to an underage person (2nd offense) was issued to the license holder, Robert Green, and to the seller (1st offence), Dabney Green.

Prior to the first citations, training was offered twice in the two letters sent to the license holders. De Pere Y-Mart did not request an officer to provide the training. After the citations were issued to the license holder, DPPD personnel contacted the license holder personally and during the conversation offered training to employees. The license holder again did not request training, after having been offered it three times, prior to the second set of citations.

(11)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: February 6, 2013

Subject: Pre-Hearing Request for DJ Convenience Store

I am requesting a pre-hearing for violations observed during two compliance checks by De Pere police officers on June 28, 2012 and December 7, 2012 at the DJ Convenience Store, 1605 Fort Howard Ave.

SUMMARY: Our process was to educate, warn, conduct compliance checks, cite or debrief, then re-educate and conduct compliance checks again. In the spring of 2012, a letter was sent to each license holder outlining our process, our intention and the potential consequences of a failure to comply with the liquor laws. A second letter was sent in late spring/early summer outlining the same information and warning the DPPD was going to conduct sting operations. In each letter training was offered.

The compliance checks used underage persons typically 19 to 20 years old who were subject to a background check to ensure no prior violations and retaining the integrity of the checks. The underage persons used their real valid Wisconsin identifications clearly showing their real names and dates of birth. Nothing was altered and the information was checked. An undercover police officer from DPPD would first enter the establishment and "blend in." A minute or two later the underage person(s) would enter and under the observation of the DPPD officer, the underage person would attempt to purchase an alcohol product. The underage person would present the real identification only when asked for it. Either the sale was completed or the sale was denied. The underage person would leave the establishment followed later by the DPPD officer. If a sale was made, the evidence was duly processed, and if the sale was denied, the information was recorded. The undercover officer made the visual identification of the seller for later citation processing. A citation was then issued for those not in compliance.

HIGHLIGHTS: Undercover De Pere police officers observed the following:

June 28, 2012

- At approximately 7:18pm, confidential informant #123 (CI 123), a 19 year old, entered the DJ Convenience as part of the operation to purchase alcohol.
- CI 123 took a four-pack of Smirnoff (Wine Coolers) to the front checkout counter and paid $7.66 purchasing the alcohol.
- The seller, identified as John LaGoo, a clerk working at the establishment, did not ask for age of CI123, but did ask for identification.
- CI123 presented real underage identification. Sale was completed.

- CI 123 left establishment at 7:23pm with alcohol.

Action Taken: Citations for selling alcohol to an underage person 1st offence were issued to the license holder, James Vandeyacht, and to the seller, John LaGoo.

December 7, 2012

- At approximately 3:34pm, confidential informant #112 (CI 112), a 20 year old, entered the DJ Convenience as part of the operation to purchase alcohol.
- CI 112 took a six-pack of Mike's Hard Lemonade to the front checkout counter and paid $10.22 purchasing the alcohol.
- The seller, identified as Adrian De La Cruz, started talking to CI 112 about the address on the ID card and that he was from that city also.
- Seller then continued the conversation with CI112 described as "light and flirtatious".
- CI 112 continued business-like demeanor, attempting to "just get out of there."
- Seller never asked age of CI 112, but looked at ID closely.
- Seller said to CI112 to "have a good night."
- CI 112 left the establishment at 3:40pm.

Action Taken: Citations for selling alcohol to an underage person (2nd offense) were issued to the license holder, James Vandeyacht, and to the seller (1st offense), Adrian De La Cruz.

Prior to the first citations, training was offered twice in the two letters sent to the license holders. DJ Convenience did not request an officer to provide the training. After the citations were issued to the license holder, DPPD personnel contacted the license holder personally and during the conversation offered training to employees. The license holder did accept additional employee training from the PD and it was provided on October 3, 2012.

ORDINANCE #13-06

REPEALING SEXUAL OFFENDER RESIDENCY RESTRICTIONS

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

Section 1. **Sec. 8-18.3 Sexual offender residency restrictions** is retitled as: **Advisory Board for the notification of designated offender residency.**

Section 2. **Sec. 8-18.3** *(a) Intent* is amended as follows:

1. By deleting the phrase "…creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing a residence"; and

2. By replacing the same with "…providing the chief of police with the additional guidance of an advisory board in determining an appropriate level of public notification of designated offender residency in the city".

Section 3. **§8-18.3** *(b) Definitions* is amended by deleting the definitions of "*Child*" and "*Prohibited residence zone*".

Section 4. **Sec. 8-18.3** *(c) Designated offender residency and activity restrictions; exemption* and *(d) Property owners prohibited from renting real property to designated offenders* are hereby repealed and subsequent sections re-lettered accordingly.

Section 5. **Sec. 8-18.4 Appeal of designated offender status under sections 8-18.2 and 8-18.3** is amended by deleting "**and 8-18.3**" from the title of the section.

Section 6. **Sec. 8-14.4** *(a) Request for exception to restrictions under subsections 8-18.2(c) and 8-18.3(c)* is amended by deleting "*and 8-18.3(c)*".

Section 7. **Sec. 8-18.4**(a)(1)a. is amended by replacing "subsection 8-13.3(g)" with "subsection 8-13.3(c)".

Section 8. **Sec. 8-18.4**(a)(3) is repealed and recreated as follows:

(3) Upon application as set forth below, the appeal board shall convene and may waive or modify the requirements of subsection 8-18.2(c) (Sexual offender loitering restrictions, prohibited acts). The appeal board shall convene within 15 days of the clerk-treasurer's receipt of the request for exemption.

Section 9. Sec. 8-18.4(a)(4)d and f are repealed and the subsequent subsections re-lettered accordingly.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall be effective on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Adopted September 21, 2009

XXV. SEXUAL OFFENDERS RESIDENCY RESTRICTIONS

A.FINDINGS AND INTENT

Repeat Sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses; and most sexual offenders commit many offenses, having many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.
It is the intent of this ordinance not to impose a criminal penalty but rather to serve the Town's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the Town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

B. DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:
1. Child: A person under the age of 16 for purposes of his ordinance.
2. Designated Offender: Any person who is required to register under Wis. Stat. 301.45 for any sexual offense against a child or any person who is required to register under Wis. State 301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. State 301.46(2) and (2m).
3. Minor: A person under the age of 17.
4. Permanent Residence: A place where the person abides, lodges, or resides for 14 or more days.
5. Temporary Residence: A place where the person abides, lodges, or resides for a period of 14 days or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

C. SEX OFFENDERS AND SEXUAL PREDATOR RESIDENCE, PROHIBITION PENALTIES; EXCEPTIONS

1. "Prohibited Location of Residence". It is unlawful for any designated offender to establish a permanent residence or temporary residence within 2,000 feet of any school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Town of Morrison as a place where children are

known to congregate.
2. "Prohibited Activity". It is unlawful for any designated offender to participate in a holiday event involving children under 18 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Clause costume on or preceding Christmas or wearing an Easter Bunny Costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph. Participation is to be defined as actively taking part in the event.
3. "Residency Restrictions". A person who has been convicted of, or adjudicated delinquent for, or has been found guilty by reason of mental disease or defect of a sexually violent offense and/or a crime against children, shall not be permitted to reside in the Town of Morrison unless such person was domiciled in the Town of Morrison at the time of the offense resulting in the person's most recent conviction for committing the sexually violent offense and/or crime against children.
4. Any sexual offenders domiciled in the Town of Morrison, who move to a different residence or re-offend, will be subject to all regulations of this current ordinance.
5. "Measurement of Distance"
a. For purpose of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Town where children are known to congregate.
b. The Town shall maintain an official map showing prohibited locations as defined by this ordinance. The Town shall update the map at least annually to reflect any changes in the location of prohibited zones. These shall be designated on the map as child safe zones.
c. "Penalties". A person who violates this section shall be punished by forfeiture not exceeding $500.00. Each day a person maintains a residence in violation of this ordinance constitutes a separate violation. The Town may also seek equitable relief.
d. "Exceptions". A designated offender residing within a prohibited area as described in Section C does not commit a violation of this section if any of the following apply:
1. The person established the permanent residence and reported and registered the residence pursuant to Wis. Stat. 301.45 before the effective date of this ordinance.
2. The person is a minor and is not required to register under Wis. State 301.45 or 301.46.
3. The school, licensed day care, park, trail, playground, place of worship, or any other place designated by the Town as a place where children are know to congregate within 2,000 feet of the persons permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to

Wis. Stat. 301.45.
4. The residence is also the primary residence of the person's parents, grandparents, siblings, spouse, or children provided that such parent, grandparent, sibling, spouse or child established the residence at least two years before the designated offender established residence at the location.

D. PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS; PENALTIES.

1. It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this ordinance if such place, structure, or part thereof, trailer or other conveyance, located within a prohibited location zone described in Section C1 and C3.
2. A property owner's failure to comply with provision of this section shall constitute a violation of this section. Upon conviction, forfeit not less than $100, not more than $200 dollars, together with the cost of prosecution. Each violation and each day a violation continues or occurs shall constitute a separate offense.

E. APPEAL

1. "Process". The above requirements may be waived upon approval of the Town Board through appeal by the affected party. Such appeal shall be made to the Town Clerk, who shall forward the request to the Town Board. The Town Board shall convene and consider the public interest as well as the affected party's presentation and concerns. After deliberation, the Town Board shall forward its decision in writing and a written copy of the decision shall be provided to the affected party. A written notice will be sent out to any resident within 2000 feet of the affected property.

F. SEVERABILITY

1. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Town Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or application to any person or circumstance is held invalid, the remainder of the ordinance or the application of such other provisions or other persons or circumstances shall not be affected.

Todd Christensen, Chairman

Attest: Colleen Magley, Clerk

Posted September 21, 2009

3.948.10 ..... Exposing genitals or pubic area
3.948.11 ..... Exposing a child to harmful material or harmful descriptions or narrations
3.948.21 ..... Neglecting a child
3.948.40 ..... Contributing to delinquency of a child
3.948.45 ..... Contributing to truancy
3.948.51 ..... Hazing
3.948.60 ..... Possession of a dangerous weapon by a person under 18
3.948.61 ..... Dangerous weapons other than firearms on school premises
3.948.63 ..... Receiving property from a child
3.951.01 to ..... Crimes against animals
3.951.18
3.961.38 ..... Prescriptions
3.961.41(3g) ..... Possession of a controlled substance
3.961.573(1) ..... Possession of drug paraphernalia
3.961.574(1) ..... Manufacture or delivery of drug paraphernalia
3.961.575(1) ..... Delivery of drug paraphernalia to a minor
3.961.576 ..... Advertisement of drug paraphernalia

3.802 SEXUAL OFFENDER RESTRICTIONS

A. FINDINGS AND INTENT

1. This ordinance is a regulatory measure aimed at protecting the health and safety of children in the Village of Hobart from the risk that sexual offenders convicted of an offense against a child may re-offend in locations close to where children congregate. Given the high rate of recidivism for sexual offenders, and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places. Therefore, the Village finds and declares that sexual offenders are a serious threat to the public safety of children if regulatory measures are not in place that prohibit their presence in specified areas designated as places children commonly congregate. The Village of Hobart finds and declares that in addition to schools and daycare centers, children congregate or play at child-oriented facilities, such as parks and playgrounds.

2. It is not the intent of this ordinance to impose a criminal penalty, but rather to serve the Village's compelling interest to promote, protect, and improve the health, safety, and welfare of the children of the Village by prohibiting convicted sexual offenders from loitering or being present in specified areas around locations where children regularly congregate in concentrated numbers. It is the further intent of this ordinance to recognize that convicted sexual offenders must reenter the community, and the Village of Hobart hereby accepts that it has a responsibility to convicted sexual offenders and the surrounding area municipalities to ensure that, in addition to promoting regulatory measures aimed at protecting children, its regulatory measures are not aimed at prohibiting convicted sexual offenders from being part of this society.

B. DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

1. Child means a person age 16 or younger for purposes of this ordinance.

2. Designated Offender means any person who is required to register under Wis. Stat.§301.45 and is under court ordered supervision by the Wisconsin Department of Corrections for any sexual offense against a child, unless the person is under the age eighteen at the time of the offense and the offender was not tried and convicted of the offense as an adult.

3. Loitering means, whether in a group, crowd, or as an individual, to stand idly about, loaf, prowl, congregate, wander, stand, linger aimlessly, proceed slowly or with many stops, to delay or dawdle.

4. Minor means a person age 17 or younger.

5. Zones:

   a. Restricted Zones: certain areas that are designated by the Village as areas children congregate, including, but not limited to, schools, parks, playgrounds, licensed day care centers, or any other place designated by the Village as a place where children are known to congregate. Restricted Zones will not expand beyond the real estate parcel or parcel(s) upon which the building, park or establishment is located that instigated the Village's designation of such Restricted Zone, but will include contiguous parcels used for ancillary purposes, such as an athletic field located adjacent to a school.

   b. Loiter Fee Zones: the 200 foot radius surrounding all Restricted Zones.

   c. Restricted Zone Maps: an official map, maintained by the Village, showing Restricted Zones designated in Red and Loiter Free Zones designated in Yellow. (the "Restricted Zone Map"). The Village shall update the Restricted Zone Map at least annually to reflect any changes in the location of Restricted Zones and Loiter Free Zones. Restricted Zone Maps will be available at the Village's office and on the Village's official web site.

C. PROHIBITED LOCATION AND/OR ACTS

1. Restricted Zones:

   a. Restricted Zone Restrictions: It is unlawful for any Designated Offender to be physically present within a Restricted Zone under any of the following circumstances:

      1) When children are present or are reasonably presumed or known to be present; or

2) Monday through Friday, in a school or day care center Restricted Zone and between 7:00 a.m. and 11:00 p.m.; or

3) In a park or playground Restricted Zone and between 7:00 a.m. and 11:00 p.m.

b. Restricted Zone Restriction Exceptions: A Designated Offender may be physically present on any day or time within a Restricted Zone if all of the following are present:

1) The Designated Offender has official business, which is determined by the reasonable person standard; and

2) The Designated Offender is accompanied by another adult who is not a Designated Offender.

2. Loiter Free Zones: It is unlawful for a Designated Offender to loiter within a Restricted Zone or Loiter Free Zone.

3. Holiday Prohibition: It is unlawful for any Designated Offender to participate in a holiday event involving children under 16 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the Designated Offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph.

D. PENALTIES

A person who violates this ordinance shall be punished by a forfeiture not exceeding $2,000.00, together with the actual costs of prosecution, including attorney fees, if necessary.

E. SEVERABILITY

The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance is held invalid, the reminder of the ordinance shall not be affected.

F. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

G. This ordinance shall take effect on and after its passage and publication.

3.803 THROWING OR SHOOTING MISSILES AND PROJECTILES - No person shall throw or shoot any object, stone, snowball or other missile or projectile, by hand or by any other means, at any person or at, in or into any building, street, sidewalk, alley, highway, park, playground or other public place within the Village.

27.620 SEXUAL OFFENDER RESIDENCY RESTRICTIONS. (Rep. GO 22-12)
27.621 SEXUAL OFFENDER PROXIMITY RESTRICTIONS. (Cr. GO 22-12)
(1) INTENT. Persons who have committed sexual crimes against children present a threat to the public safety. It is the intent of this ordinance not to impose a criminal penalty but rather to serve the City's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders may not loiter.
(2) PROXIMITY RESTRICTION. No person who has been convicted or found not guilty or not responsible by reason of mental disease or defect of any crime listed in Ch. 948, Wis. Stats., or any crime from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and, as a result of such crime, is required to register under § 301.45, Wis. Stats., and on extended supervision or parole, may enter any area within 150 feet of a parcel of land upon which there is a public, parochial, private, or tribal school educating one or more grades between Kindergarten and grade 12, a licensed child care center, a playground, a park, or a licensed entertainment facility.
(3) AFFIRMATIVE DEFENSES. Notwithstanding sub. (2), a person may prove by clear and convincing evidence as an affirmative defense to prosecution for a violation of sub. (2) that the person entered the restricted area:
(a) To vote in a local, state, or national election or referendum;
(b) With the permission of the owner or occupant of the particular school, child care center, park, playground, or licensed entertainment facility;
(c) With the intent to travel to a location outside the restricted area;
(d) To travel to or remain at land lawfully owned or occupied by the offender before August 25, 2012, or the date the school, child care center, park, playground, or licensed entertainment facility was established;
(e) To obtain medical care, or alcohol or drug treatment;
(f) To travel to or remain at a transitional living program operated by an entity that is tax exempt under IRC §501(c)(3) and under contract with the Wisconsin Department of Corrections; or Chapter 27 Public Peace and Good Order

(g) To travel to or remain at a care and service residential facility properly licensed, certified, or registered under Ch. 50, Wis. Stats.
(4) PENALTY. A person who violates this section shall forfeit not more than $500.00 for each violation.

27.622 SEXUAL OFFENDER RESIDENCY RESTRICTIONS. (Cr. GO 22-12)

(1) INTENT. Persons who have committed sexual crimes against children present a threat to the public safety. It is the intent of this ordinance not to impose a criminal penalty but rather to serve the City's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders may not reside.
(2) RESIDENCY RESTRICTION. No person who has been convicted or found not guilty or not responsible by reason of mental disease or defect of any crime listed in Ch. 948, Wis. Stats., or any crime from another jurisdiction that is similar to any crime listed in Ch. 948, Wis. Stats., and, as a result of such crime, is required to register under § 301.45, Wis. Stats., may reside within 2,000 feet of a parcel of land upon which there is a public, parochial, private, or tribal school educating one or more grades between Kindergarten and grade 12, a licensed child care center, a playground, a park, or a licensed entertainment facility.
(3) AFFIRMATIVE DEFENSES. Notwithstanding sub. (2), a person may prove by clear and convincing evidence as an affirmative defense to prosecution for a violation of sub. (2) any of the following:
(a) The offender continuously resided at the particular address since May 17, 2007;
(b) The offender continuously resided at the particular address since the date that the particular school, child care center, playground, park or entertainment facility opened for use;
(c) The residence is a facility which only temporarily houses individuals who have a medical, alcohol, or drug treatment need, and the offender is receiving such treatment;
(d) The residence is a facility operated by an entity designated a non-profit under IRC § 501(c)(3) which only temporarily houses individuals by contract with the Department of Corrections as a transitional living program;
(e) The Sex Offender Residence Board has granted an exemption for the offender.
(4) PROPERTY OWNER LIABILITY. No person may allow an offender to reside in violation of sub. (2) on property owned by the person, unless the offender is exempt under sub. (3).
(5) PENALTIES. A person who violates sub. (2) or (4) shall forfeit not more than $500.00, and each day a person is in violation of either subsection constitutes a separate offense.
(6) APPEAL.
(a) Option to Appeal. An offender may seek an exemption from this ordinance by appealing to the Sex Offender Residence Board. Chapter 27 Public Peace and Good Order

(b) Membership. The Board shall consist of five citizens. The Mayor shall annually, between the last Monday of April and the first Monday of May, appoint one member for a term of five years, subject to confirmation by the Council.
(c) Procedure. The Board shall approve of an official appeal form. An offender shall completely fill in the official form and submit it to the City Clerk, who shall forward it to the Board. The Board shall hold a hearing on each appeal, during which the Board may review any pertinent information and may accept oral and written statements from any person. The Board shall base its decision on whether the offender has shown remorse, has rehabilitated, could re-offend, and any other factor related to the City's interest in promoting, protecting, and improving the health, safety, and welfare of the community. The Board shall decide by majority vote whether to grant or deny an exemption. An exemption may be unconditional or limited to a certain address or time. A written copy of the decision shall be provided to the offender.
(7) SEVERABILITY. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Common Council would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstance is held invalid, the remainder of the ordinance or the application of such other provisions to other persons or circumstances shall not be affected.

ORDINANCE NO. 10-2008

AN ORDINANCE CREATING SECTION 17.40, CHAPTER 17, ZONING CODE, OF THE MUNICIPAL CODE OF DENMARK RELATING TO SEXUAL OFFENDERS RESIDENCY RESTRICTIONS

THE VILLAGE BOARD OF THE VILLAGE OF DENMARK, BROWN COUNTY, WISCONSIN, DOES ORDAIN THAT SECTION 17.40 BE CREATED TO READ AS FOLLOWS:

SECTION 1. Section 17.40. SEXUAL OFFENDERS RESIDENCY RESTRICTIONS

(1) FINDINGS AND INTENT.

(a) Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders commit many offenses, have many more victims that are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

(b) It is the intent of this ordinance not to impose a criminal penalty, but rather to serve the Village's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the Village by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

(2) DEFINITIONS. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

(a) CHILD means a person under the age of 16 for purposes of this ordinance.

(b) DESIGNATED OFFENDER means any person who is required to register under Wis. Stat. §301.45 for any sexual offense against a child or any person who is required to register under Wis. Stat. §301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. Stat. §301.46 (2) & (2m).

(c) MINOR means a person under the age of 17.

(d) PERMANENT RESIDENCE means a place where the person abides, lodges, or resides for fourteen (14) or more consecutive days.

(e) TEMPORARY RESIDENCE means a place where the person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four (4) or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

(3) SEXUAL OFFENDER AND SEXUAL PREDATOR RESIDENCE, PROHIBITION; PENALTIES; EXCEPTIONS.

(a) PROHIBITED LOCATION OF RESIDENCE. It is unlawful for any designated offender to establish a permanent residence or temporary residence within 1,500 feet of any school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate.

(b) PROHIBITED ACTIVITY. It is unlawful for any designated offender to participate in a holiday event involving children under 18 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familiar children are present, are exempt from this paragraph.

(c) MEASUREMENT OF DISTANCE.

1. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village where children are known to congregate.

2. The Village Clerk shall maintain an official map showing prohibited locations as defined by this Ordinance. The Clerk shall update the map at least annually to reflect any changes in the location of prohibited zones. These shall be designated on the map as child safety zones.

(d) PENALTIES. A person who violates this section shall be punished by a forfeiture not exceeding $500.00. Each day a person maintains a

residence in violation of this ordinance constitutes a separate violation. The Village may also seek equitable relief.

(e) EXCEPTIONS. A designated offender residing within a prohibited area as described in Section (2) (a) does not commit a violation of this section if any of the following apply:

1. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45 before the effective date of this Ordinance.

2. The person is a minor and is not required to register under Wis. Stat. §301.45 or §301.46.

3. The school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate within 1,500 feet of the persons permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45.

4. The residence is also the primary residence of the person's parents, grandparents, siblings, spouse, or children provided that such parent, grandparent, sibling, spouse or child established the residence at least two (2) years before the designated offender established residence at the location.

(4) PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS; PENALTIES.

(a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this Ordinance, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in Section (3) (a).

(b) A property owner's failure to comply with provision of this section shall constitute a violation of this section, and shall subject the property owner to the code enforcement provisions in Section (3)(d) as provided in this ordinance.

(5) **PROPERTY OWNERS AND SALES AGENTS PROHIBITED FROM SELLING REAL PROPERTY TO CERTAIN SEXUAL OFFENDES AND SEXUAL PREDATORS; PENALTIES.**

(a) It is unlawful for any owner, real estate broker or real estate sales person to participate in the sale of any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a temporary or permanent residence by a person prohibited from establishing such permanent or temporary residence pursuant to this Ordinance, if such place, structure, part thereof, trailer or conveyance, is located within a prohibited location zone described in Section (3)(a).

(b) Failure to comply with the provisions of this section shall constitute a violation of this section, and shall subject the person violating this section to the code enforcement provisions in Section (3)(d) as provided in this Ordinance.

(6) **APPEAL**.

(a) Sex Offender Residency Board. The above requirements may be waived upon approval of the Sex Offender Residency Board through appeal by the affected party. Such appeal shall be made to the Village Clerk's office, who shall forward the request to the Sex Offender Residency Board, which shall receive reports from the Police Department on such appeal. The Board shall convene and consider the public interest as well as the affected party's presentation and concerns. After deliberation, the Board shall forward its decision in writing to the Village of Denmark Inspection Division and/or the Village of Denmark Police Department for their information and action. A written copy of the decision shall be provided to the affected party.

(b) Membership. The Board shall consist of five citizens, three of whom shall constitute a quorum. The President shall annually, between the last Monday of April and the first Monday of May, appoint, in writing to be filed with the secretary of the Board, one member for a term of five years, subject to confirmation by the Board.

(7) **SEVERABILITY.** The provisions of this Ordinance shall be deemed severable and it is expressly declared that the Board would have passed the other provisions of this Ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provisions of this Ordinance or the application to any person or circumstance are held invalid, the reminder of the Ordinance or the application of such other provisions to other persons or circumstances shall not be affected.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Approved and adopted this _____ day of _____, 2008.

_____
Robert Goral, Village President

ATTEST:

_____
MiLissa Stipe, Village Clerk

DATE OF PUBLICATION:

_____

Ordinance 2009-22

An Ordinance Amending Section 11.126 Child Protection Restrictions of the Municipal Code of the Village of Suamico

The Village Board of The Village of Suamico, Wisconsin Does Ordain as Follows:

Ordinance Section 1: Section 11.126 Child Protection Restrictions is amended to read as follows:

11.126 CHILD PROTECTION RESTRICTIONS

(a) Child means a person **under the age of 18 as defined in Chapter 48.02(2) and Chapter 990.01(20) Wis. Stats** for purposes of this ordinance.

(b) Designated Offender means any person who is required to register under Wis. Stat. §301.45 for any sexual offense against a child or any person who is required to register under Wis. Stat. §301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. Stat. §301.46 (2) and (2m).

(c) Minor means a person under **the age of 17 as defined in Chapter 990.01(20), Wis. Stats.**

Ordinance Section 2:

SUNSET CLAUSE. This subchapter shall be come null and void in two (2) years on August 4, 2010.

Ordinance Section 3: All ordinances or parts of ordinances inconsistent with or contravening the provisions of this ordinance are hereby repealed.

Ordinance Section 4: This ordinance shall be in full force and effect following passage and publication.

Adopted this 5th day of October, 2009.

Elizabeth Sheedy, Village President

Attest:

Bonnie Swan, Village Clerk

Athey	aye	Steffen	aye
Byrne	aye	Vandersteen	aye
Garvey	aye	Zastrow	aye
Sheedy	aye		

9/14/09 1st reading
10/05/09 2nd reading

Date Posted: 10/07/09

11.126 CHILD PROTECTION RESTRICTIONS.

(1) Findings and Intent.

(a) Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses; and most sexual offenders commit many offenses, have many more victims that are never reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

(b) It is the intent of this ordinance not to impose a criminal penalty but rather to serve the Village's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the Village by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence. Due to the high rate of recidivism, and the unpredictability and severity of these crimes, it is the intent of this ordinance to limit the availability of situations where the potential for such crimes is increased in the interest of protecting the children of our community.

(2) Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

(a) Child means a person under the age of eighteen (18) as defined in Wis. Stats Ch. 48.02(2) and Ch. 990.01(20) for purposes of this ordinance.

(b) A *Crime Against Children* shall include any of the following offenses set forth within the Wisconsin statutes, as may be amended and the laws of this or any other state or federal government, having like elements necessary for conviction:

940.225(1)	First Degree Sexual Assault
940.225(2)	Second Degree Sexual Assault
940.225(3)	Third Degree Sexual Assault
940.22(2)	Sexual Exploitation by Therapist
940.30	False Imprisonment – Victim was Minor and Not the Offender's Child
940.302(2)	Human Trafficking (if 940.302(2)(a)1b applies)
940.31	Kidnapping – Victim was Minor and Not the Offender's Child
944.02	Rape (prior statute, see now 940.225)
944.06	Incest
944.10	Sexual Intercourse with a Child (prior statute, see now 948.02)
944.11	Indecent Behavior with a Child (prior statute, see now 948.02)
944.12	Enticing Child for Immoral Purposes (prior statute, see now 948.07)
948.02(1)	First Degree Sexual Assault of a Child
948.02(2)	Second Degree Sexual Assault of a Child
948.025	Engaging in Repeated Acts of Sexual Assault of the Same Child
948.05	Sexual Exploitation of a Child
948.051	Trafficking of Child
948.055	Causing a Child to View or Listen to Sexual Activity
948.06	Incest with a Child
948.07(1) thru (4)	Child Enticement

948.075	Use of a Computer to Facilitate a Child Sex Crime
948.085	Sexual Assault of a Child Placed in Substitute Care
948.08	Soliciting a Child for Prostitution
948.095	Sexual Assault of a Student by School Instructional Staff
948.11(2)(a) or (am)	Exposing a Child to Harmful Material-Felony sections
948.12	Possession of Child Pornography
948.13	Convicted Child Sex Offender Working with Children
948.30	Abduction of Another's Child
971.17	Not Guilty by Reason of Mental Disease of a Listed Sex Offense
975.06	Sex Crimes Law Commitment
980.01	Sexually Violent Person Commitment

Including court ordered registration for violations of:

940	Crimes against Life and Bodily Security
944	Crimes against Sexual Morality
948	Crimes against Children
971.17	Not Guilty by Reason of Mental Disease
943.01 to 943.15	Certain Crimes against Property
942.08	Invasion of Privacy (aka peeping Tom)

I *(c) Loiter* or *Loitering* means whether in a crowd, group or as an individual, to stand idly about, loaf, prowl, congregate, wander, linger aimlessly, proceed slowly or with many stops, to delay or dawdle, for the purpose or in a manner likely to interact or attempting to interact with children (excepting children of the offender), or engaging in activities that would interest children (excepting the children of the offender) or acting in a manner that otherwise has no legitimate purpose.

(d) Minor means a person under the age of seventeen (17) as defined in Wis. Stats. Ch. 990.01(20).

(e) Residence (*reside*). A place at which a home or place of abode is maintained for a period of over four (4) days (consecutive or nonconsecutive) in any month. Where a voluntary concurrence of a physical presence and an intent to remain in a fixed place of habitation are present, the place will be presumed to be a residence. A residence may be more than one (1) location and may be mobile or transitory.

(f) Sex Offender is a person who has been convicted of, or has been found delinquent of, has been found not guilty by reason of disease or mental defect of a "sexually violent offense" and/or a "crime against children", or has been required by any court to register under Wis. Stat. 301.45 for any offense against a child.

(g) Sexually Violent Offense shall have the meaning as set forth in Wisconsin Statute 980.01(6), as may be amended.

(3) Sexual Offender and Sexual Predator Residence, Prohibition; Penalties; Exceptions.

(a) Prohibited Location of Residence. It is unlawful of a sex offender to establish a residence within two thousand five hundred feet (2,500') of any school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate.

(b) Prohibited Activity. It is unlawful for a sex offender to participate in a holiday event involving children under eighteen (18) years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph. Participation is to be defined as actively taking part in the event.

(c) Measurement of Distance.

1. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village where children are known to congregate.

2. The Village Clerk shall maintain an official map showing prohibited locations as defined by this ordinance. The Clerk shall update the map at least annually to reflect any changes in the location of prohibited zones. These shall be designated on the map as child safety zones.

(d) Exceptions. A designated offender residing within a prohibited area as described in Section (2)(a) does not commit a violation of this section if any of the following apply:

1. The person established the residence and reported and registered pursuant to Wis. Stat. 301.45 before the effective date of this ordinance.

2. The person is a minor or ward under guardianship and is not required to register under Wis. Stat. 301.45 or 301.46.

3. The school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate within two thousand five hundred feet (2,500') of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. 301.45.

(4) Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators; Penalties.

(a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this ordinance, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in Section (3)(a).

(b) A property owner's failure to comply with provision of this section shall constitute a violation of this section, and shall subject the property owner to the code enforcement provision in Section 11.199 as provided in this ordinance.

(5) Child Safety Zones.

(a) No sex offender shall loiter in or within fifty feet (50') of any of the following places:

1. a public park, parkway, parkland, park facility;
2. a public swimming pool;
3. a public library;
4. a recreational trail;
5. a public playground;
6. a school for children;
7. athletic fields used by children;
8. a movie theatre;
9. a daycare center;
10. any specialized school for children, including, but not limited to a gymnastics academy, dance academy, or music school;

11. a public or private golf course or range;

12. aquatic facilities open to the public; and

13. any facility for children (which means a public or private school, a group home, as defined in §48.02(7), Wis. Stats, a residential care center for children and youth, as defined in §48.02(15d), Wis. Stats, a shelter care facility, as defined in §48.02(17), Wis. Stats, a foster home, as defined in §48.02(6), Wis. Stats, a treatment foster home, as defined in §48.02(17q), Wis. Stats., a day care center licensed under §48.65, Wis. Stats, a day care program established under §120.13(14), Wis. Stats., a day care provider certified under §48.651(m), Wis. Stats, or a youth center, as defined in §961.01(22), Wis. Stats.).

(b) The Village shall maintain an official map showing child safety zones, updating that list at annually. The child safety zone maps will be available at the Village's offices and on the Village's official website. The maps shall be for informational purposes only. The absence of a location on the map shall not be a defense to prosecution where the alleged violator is within fifty feet (50') of a place listed above and circumstances make it clear that the violator had actual notice of that proximity.

(c) A person does not commit a violation of this Section 11.126(5) and the enumerated uses may allow such person on the property supporting such use if any of the following apply:

1. The property supporting an enumerated use under 11.126(5) (a) also supports a church, synagogue, mosque, temple or other house of religious worship (collectively "place of worship") subject to the following conditions:

a. Entrance and presence is limited to that portion of the premises that is a place of worship and either:

1. occurs only during hours of worship or other religious programs/services; or

2. The person is present for counseling or worship purposes with the prior or contemporaneous knowledge and consent of an individual in charge of the place of worship or such counseling or worship.

2. The property supporting an enumerated use under 11.126(5) also supports a use lawfully attended by a person's natural or adopted child(ren), which child's use reasonably requires the attendance of the person as the child's parent upon the property, subject to the following conditions:

a. Entrance and presence upon the property occurs only during hours of activity related to the use as posted to the public; and

b. Notice is made from the person to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the person.

3. The property supporting an enumerated use under 11.126(5) also supports a polling location in a local, state or federal election, subject to the following conditions:

a. The person is eligible to vote;

b. The designated polling place for the person is an enumerated use; and

c. The person enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the person vacates the property immediately after voting.

4. The property supporting an enumerated use under 11.126(5) also supports an elementary or secondary school lawfully attended by a person as a student under which circumstances the person who

is a student may enter upon that property supporting the school at which the person is enrolled, as is reasonably required for the educational purposes of the school.

5. The property also supports a court, government office or room for public governmental meetings, subject to all of the following conditions:

a. The sex offender is on the property only to transact business at the government office or place of business, other than a public library, or attend an official meeting of a governmental body; and

b. The sex offender leaves the property immediately upon completion of the business or meeting.

(6) Appeal.

(a) Sexual Offender/Predator Residence Board. The above requirements may be waived upon approval of the Sex Offender Residence Board through appeal by the affected party. Such appeal shall be made to the Village Clerk's Office, who shall forward the request to the Sex Offender Residence Board, which shall receive reports from the Police Department on such appeal. The Board shall convene and consider the public interest as well as the affected party's presentation and concerns. In making its determination under this provision the Sex Offender Residence Board may consider any or all of the following factors that may be applicable in the particular appeal:

1. The circumstances of the case(s) that have led to the designation as a sexual offender including:

a. Relationship of appellant and victim

b. Presence of use of force

c. Presence of enticement

d. Proximity in time

e. Time out of incarceration

2. Credibility of applicant

3. Remorse

4. Proximity of proposed residence to child congregation area

5. Support network of applicant

6. Support network and relationship of those at the proposed residence

7. Counseling and treatment.

After deliberation, the Board shall forward its decision in writing to the Village of Suamico Inspection Division and/or the Suamico Police Department for their information and action. A written copy of the decision shall be provided to the affected party.

(b) Membership. The Health & Safety Committee shall serve as the Sex Offender Residence Board.

(7) Penalty, Severability, and Enforcement.

(a) Penalty. Any person who violates, or knowingly allows or permits any violation of, any provision of this ordinance, shall be subject to a forfeiture of not less than twenty-five dollars ($25) and not more than two thousand five hundred dollars ($2,500) per violation. Failure or refusal to pay forfeiture may result in imprisonment for a period of not more than ninety (90) days for each offense. A separate offense and violation shall be deemed committed on each day on which a violation occurs or continues.

(b) If a person violates any provision of Chapter 11.126, by establishing a residence or occupying residential premises within two thousand five hundred feet (2,500') of those premises as described therein, without any exception(s) as also set forth above, each twenty-four (24) hour period of residence shall be considered a separate period of violation and the Village Attorney, may bring an action in the name of the Village in the Circuit Court for Brown County to permanently enjoin such residency as a public nuisance. If a person violates any provision of this chapter, in addition to the aforesaid injunctive relief, such person shall be subject to the general penalty provisions in Subsection (1). In

addition, the Village of Suamico may undertake all other legal and equitable remedies to prevent or remove a violation of Chapter 11.126.

(c) Severability. The several sections of this ordinance are declared to be severable. If a court of competent jurisdiction deems any provision of this ordinance invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of the same. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the court's decision, portions remaining in the ordinance shall retain the full force and effect thereof.

(d) Enforcement. Enforcement of this chapter shall be the responsibility of the Board or its designee, and/or Police Department.

Sunset Provision: This ordinance shall remain in full force and effect upon its passage and publication according to law unless and until the state legislature enacts preemptive legislation on this topic at which time this ordinance shall sunset without further action of the Village Board.

11.127 SMOKING PROHIBITED IN CERTAIN AREAS. It is recognized that smoking is not only hazardous to the health of those who smoke, but also to the health of non-smokers when in the presence of those who are smoking. Therefore the purpose of this ordinance is to protect the public health, comfort, safety and welfare by prohibiting smoking in certain areas.

(1) Definitions. For purposes of this section, the following terms have the meanings indicated:

(a) Bar. Means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to taverns, nightclubs, cocktail lounges, and cabarets.

(b) Business. Means a sole proprietorship, partnership, joint venture, corporation or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.

(c) Concession Area. Means a place where food, drink or other refreshments are purchased directly from a concession stand.

(d) Employee. Means a person who may be required or directed by any employer, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment, and a person who volunteers his or her services for a non-profit entity.

(e) Employer. Means a person, business, partnership, association, trust, firm, corporation, including a municipal corporation, for-profit or non-profit entity, or governmental agency under the Village's authority that has control over a place of employment.

(f) Enclosed Area. Is defined as a structure or area that has a roof and more than two (2) substantial walls. A "substantial wall" is a wall with no opening or with an opening that either does not allow air in from the outside or that is less than twenty-five percent (25%) of the wall's surface area. All operable windows must be opened to their full extent at all times of occupancy as a smoking area.

(g) Health Care Facility. Means an office or institution providing care or treatment of diseases, whether physical,

ORDINANCE NO. O4-2-08

AN ORDINANCE CREATING SECTION 9.37, CHAPTER 9, PUBLIC PEACE & GOOD ORDER OF THE MUNICIPAL CODE OF THE VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN RELATING TO SEXUAL OFFENDER RESTRICTIONS

SECTION 1. 9.37 SEXUAL OFFENDER RESIDENCY RESTRICTIONS.

(1) FINDINGS AND INTENT.

(a) Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses; and most sexual offenders commit many offenses, have many more victims that are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

(b) It is the intent of this ordinance not to impose a criminal penalty but rather to serve the Village's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the Village by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

(2) DEFINITIONS. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

(a) Child means a person under the age of 16 for purposes of this ordinance.

(b) Designated Offender means any person who is required to register under Wis. Stat. §301.45 for any sexual offense against a child or any person who is required to register under Wis. Stat. §301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. Stat. §301.46 (2) and (2m).

(c) Minor means a person under the age of 17.

(d) Permanent Residence means a place where the person abides, lodges, or resides for 14 or more consecutive days.

(e) Temporary Residence means a place where the person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

(3) SEXUAL OFFENDER AND SEXUAL PREDATOR RESIDENCE, PROHIBITION; PENALTIES; EXCEPTIONS.

(a) Prohibited Location of Residence. It is unlawful for any designated offender to establish a permanent residence or temporary residence within 1,500 feet of any school, licensed day care center,

park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate.

(b) Prohibited Activity. It is unlawful for any designated offender to participate in a holiday event involving children under 18 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph. Participation is to be defined as actively taking part in the event.

(c) Measurement of Distance.

1. For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village where children are known to congregate.

2. The Village Clerk shall maintain an official map showing prohibited locations as defined by this ordinance. The Clerk shall update the map at least annually to reflect any changes in the location of prohibited zones. These shall be designated on the map as child safety zones.

(d) Penalties. A person who violates this section shall be punished by a forfeiture not exceeding $500.00. Each day a person maintains a residence in violation of this ordinance constitutes a separate violation. The Village may also seek equitable relief.

(e) Exceptions. A designated offender residing within a prohibited area as described in Section (2)(a) does not commit a violation of this section if any of the following apply:

1. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45 before the effective date of this ordinance.

2. The person is a minor and is not required to register under Wis. Stat. §301.45 or §301.46.

3. The school, licensed day care center, park, trail, playground, place of worship, or any other place designated by the Village as a place where children are known to congregate within 2,000 feet of the persons permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45.

4. The residence is also the primary residence of the person's parents, grandparents, siblings, spouse, or children provided that such parent, grandparent, sibling, spouse or child established the residence at least two years before the designated offender established residence at the location.

(4) PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS; PENALTIES.

(a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this ordinance, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in Section (3)(a).

(b) A property owner's failure to comply with provision of this section shall constitute a violation of this section, and shall subject the property owner to the code enforcement provisions in Section (3)(d) as provided in this ordinance.

(5) SEVERABILITY. The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstance is held invalid, the reminder of the ordinance or the application of such other provisions to other persons or circumstances shall not be affected.

Approved and adopted this 22nd day of April, 2008.

_____

Jerry Menne, Village President

ATTEST:

_____

Dawn A. Collins, Village Clerk

DATE OF PUBLICATION: April 25, 2008

Chapter 264

SEX OFFENDER RESIDENCY RESTRICTIONS

[HISTORY: Adopted by the Town Board of the Town of Scott 3-11-2008. Amendments noted where applicable.]

§ 264-1. Findings and intent.

A. Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who represent an extreme threat to public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

B. It is the intent of this chapter not to impose a criminal penalty but rather to serve the Town's compelling interest to promote, protect and improve the health, safety, and welfare of the citizens of the Town by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

§ 264-2. Definitions.

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

CHILD — A person under the age of 16.

DESIGNATED OFFENDER — Any person who is required to register under § 301.45, Wis. Stats., for any sexual offense against a child or any person who is required to register under § 301.45, Wis. Stats., and who has been designated a special bulletin notification (SBN) sex offender pursuant to § 301.46(2) and (2m), Wis. Stats.

MINOR — A person under the age of 17.

PERMANENT RESIDENCE — A place where the person abides, lodges, or resides for 14 consecutive days or more.

TEMPORARY RESIDENCE — A place where the person abides, lodges, or resides for a period of 14 days or more in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

§ 264-3. Prohibited residences and activities; penalties; exceptions.

A. Prohibited location of residence. It is unlawful for any designated offender to establish a permanent residence or temporary residence within 2,000 feet of any school, school bus stop, licensed day-care center, park, trail, playground, place of worship, or any other place designated by the Town as a place where children are known to congregate.

B. Prohibited activity. It is unlawful for any designated offender to participate in a holiday event involving children under 18 years of age, such as distributing candy or other items to children on Halloween, wearing a Santa Claus costume on or preceding Christmas or wearing an Easter Bunny costume on or preceding Easter. Holiday events in which the offender is the parent or guardian of the children involved, and at which no nonfamilial children are present, are exempt from this subsection. "Participation" is to be defined as actively taking part in the event.

C. Measurement of distance.

(1) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to the nearest outer property line of a school, bus stop along a school bus route, licensed day-care center, park, trail, playground, place of worship, or any other place designated by the Town where children are known to congregate.

(2) The Town Clerk shall maintain an official map showing prohibited locations as defined by this chapter. The Clerk shall update the map at least annually to reflect any changes in the location of prohibited zones. These shall be designated on the map as "Child Safety Zones."[1]

D. Violations and penalties. A person who violates this section shall be punished by a forfeiture not exceeding $500. Each day a person maintains a residence in violation of this chapter constitutes a separate violation. The Town may also seek equitable relief.

E. Exceptions. A designated offender residing within a prohibited area as described in Subsection A does not commit a violation of this section if any of the following apply:

(1) The person established the permanent residence or temporary residence and reported and registered the residence pursuant to § 301.45, Wis. Stats., before the effective date of this chapter.

(2) The person is a minor and is not required to register under § 301.45 or 301.46, Wis. Stats.

(3) The school, school bus stop, licensed day-care center, park, trail, playground, place of worship, or any other place designated by the Town as a place where children are known to congregate within 2,000 feet of the person's permanent residence was designated after the person established the permanent residence

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1. **Editor's Note: The current Child Safety Zones map is on file in the Town offices.**

or temporary residence and reported and registered the residence pursuant to § 301.45, Wis. Stats.

(4) The residence is also the primary residence of the person's parents, grandparents, siblings, spouse, or children, provided that such parent, grandparents, sibling, spouse or child established the residence at least two years before the designated offender established residence at the location.

§ 264-4. Sale of real property to designated offenders.

A. It is unlawful for any owner, real estate broker or real estate salesperson to participate in the sale of any place, structure, or part thereof, trailer or other conveyance with the knowledge that it will be used as a temporary or permanent residence by a person prohibited from establishing such permanent or temporary residence pursuant to this chapter, if such place, structure, part thereof, trailer or conveyance is located within a prohibited location zone described in § 264-3A.

B. Failure to comply with the provisions of this section shall constitute a violation of this section, and shall subject the person violating this section to the code enforcement provisions and procedures as provided in this chapter.

§ 264-5. Appeals; Sex Offender Residence Board.

A. Sex Offender Residence Board. The above requirements may be waived upon approval of the Sex Offender Residence Board through appeal by the affected party. Such appeal shall be made to the Town Clerk's office, which shall forward the request to the Sex Offender Residence Board, which shall receive reports from the Sheriff's Department on such appeal. The Board shall convene and consider the public interest as well as the affected party's presentation and concerns. After deliberation, the Board shall forward its decision in writing to the Town of Scott Zoning Administrator and/or the Brown County Sheriff's Department for their information and action. A written copy of the decision shall be provided to the affected party.

B. Membership. The Board shall consist of five citizens, three of whom shall constitute a quorum. The Chairperson shall annually, between the last Monday of April and the first Monday of May, appoint, in writing to be filed with the secretary of the Board, one member for a term of five years, subject to confirmation by the Board.

ORDINANCE #13-07

AMENDING §22-15 DE PERE MUNICIPAL CODE
REGARDING DRIVEWAY APRON APPROACHES

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

SECTION 1. **§22-15 Construction of driveway approaches; curb cuts,** De Pere Municipal Code, is hereby amended by adding the following:

(d) Improvements to gravel driveway aprons. Property owners shall be required to improve gravel driveway aprons located within the right-of-way, at their cost, to current driveway standards when such aprons are identified in conjunction with any of the following circumstances:
(1) the property is located within the limits of a street reconstruction project;
(2) the property is located within the limits of a street resurfacing project;
(3) the driveway is directly impacted by City utility projects;
(4) the City is replacing sidewalk adjacent to the driveway.

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

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Sec. 22-13. Obstructing gutters.

No person shall obstruct the free passage of water in any gutter or any street or alley or within three feet therefrom or place any materials that are liable to be washed into any gutter by rain or melting snow or ice, except that the director of public works or the street superintendent may grant a permit to contractors for their convenience to place temporary bridges over any gutter sufficient for the free passage thereunder of all drainage water.
(Code 1974, § 7.13)

Sec. 22-14. Interfering with work ordered by city.

No person shall hinder or obstruct the making or repairing of any street, pavement or sidewalk by the city, or hinder or obstruct any person employed by the city in making or repairing any public improvement, or in any work ordered by the city.
(Code 1974, § 7.14)

Sec. 22-15. Construction of driveway approaches; curb cuts.

(a) In addition to obtaining a license under section 22-10 of this chapter, before a driveway or curb cut for a driveway is made, a permit therefore shall be obtained from the director of public works. The location of all driveway openings or approaches, otherwise known as curb cuts, on all driveways servicing any property in the city which abuts a state or county highway or abuts a city street having a traffic count of 3,500 or more vehicles per a 24-hour period, other than property used for single-family or two-family residence purposes, shall be first approved by the board of public works, upon the presentation of a complete plot plan by the owner or applicant to such board prior to issuance of a permit by the director of public works. Such permit shall apply only to those locations approved by the board. In addition to the requirements set forth above, all applications for curb cuts on any street, except in the case of single-family or two-family dwellings, shall be conditioned upon the approval of an off-street parking plan as required by section 14.51(13) of the zoning ordinance.

(b) It shall be the duty of the director of public works to enforce the provisions of this section, notifying all applicants for building permits of the requirements of this section, if applicable, and notifying the board of public works of any violation of this section.

(c) All driveway openings or approaches, otherwise known as curb cuts, shall be constructed in accordance with the following specifications and standards:

(1) *Construction standards.* Construction of all curb cuts shall be in accordance with standards on file in the office of the director of public works and entitled "Concrete Details." Such construction shall include the repair and/or replacement of the curb or curb and gutter when the same is damaged during the construction of the curb cut.

(2) *Culvert pipe required.* If it shall be necessary in the opinion of the street superintendent to place a culvert pipe under any driveway, when making any street improvement to grade, establishing ditches for drainage or requested by the abutting property

owner, property owner shall place or cause to be placed a culvert of sufficient size to properly handle the flow of water. The culvert shall be corrugated metal pipe not to exceed by more than four feet the width of the driveway.

(3) *Charges.* The cost for the culvert and installation shall be charged to the abutting property owner served by the drainage in accordance with state statutes.

(4) *Change of location.* Whenever a property owner wishes to change the location of a private entrance or curb cut, property owner shall obtain a new permit for the relocation in accordance with this chapter, and as a condition of such permit, shall be required to close up any existing curb cuts or driveways no longer in use by replacing the curb.

(Code 1974, § 7.15; Ord. No. 06-20, § 1, 7-5-2006)

Sec. 22-16. Vehicles damaging pavement.

It shall be unlawful for any person to propel, drive, drag or cause to be dropped or placed on any sidewalk or curb in the city any motor vehicle, tractor or any object that will harm or damage the sidewalk or curb.

(Code 1974, § 7.16)

Sec. 22-17. Foreign substances on roadway.

(a) No person shall place or allow to be placed upon the traveled portion of any street in the city any snow, ice debris, refuse or any objects or substances.

RESOLUTION #13-17

ORDERING INSTALLATION OF SIDEWALKS
AT VARIOUS LOCATIONS

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on February 11, 2013, the Board of Public Works reviewed the need for sidewalk installation in City right-of-way adjacent to certain lots within the City; and

WHEREAS, the Board of Public Works recommends ordering in such sidewalk along the terms and conditions as set forth below:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby orders the owners of the below described properties to comply with and install sidewalks in the public right-of-way adjacent to the below listed premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein:

Owner/Owner Address	Parcel #	Address
Jill Jacques 733 East River Drive De Pere, WI 54115	ED-2226	741 East River Drive
Hillcrest Lumber Inc. 2986 CTH PP De Pere, WI 54115	ED-2225	749 East River Drive
Hillcrest Lumber Inc. 2986 CTH PP De Pere, WI 54115	ED-2224	757 East River Drive
Hillcrest Lumber Inc. 2986 CTH PP De Pere, WI 54115	ED-2290	2103 Rock River Court
Kevin Kuehn 2158 Charles Street De Pere, WI 54115	ED-2525	2150 Charles Street
Gloria West 1521 Silver Maple Drive De Pere, WI 54115	WD-1162	1469 S Honeysuckle Circle
Ryan Hopf 1503-1505 Red Maple Road De Pere, WI 54115	WD-L182-2	1503-1505 Red Maple Road

BE IT FURTHER ORDERED THAT:

Such sidewalks shall be installed on or before July 1, 2013.

BE IT FURTHER ORDERED THAT:

Should the owner of such properties subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere
Public Works Department — Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer
Date: February 4, 2013
Subject: Consider New Sidewalk Installations for 2013

The City has developed a policy of installing sidewalks throughout the majority of the City. Attached is the map showing areas designated by the City for sidewalk installation. City Ordinance Section 22.5 (d) states the following;

> *"Sidewalks required constructed.* Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration."

Staff has identified several areas that should be considered for sidewalk installation in 2013. These situations include:

- The property owner purchased the adjacent parcel and did not develop it. For the newer plats/developments in the City, sidewalk is required as part of the plat. The sidewalk installation is required when actual site improvements occur and a building permit is obtained. If the site is not developed, the property owner does not need a building permit and the sidewalk is not ordered by the City.
- Areas where development has occurred and one or two lots, owned by the original developer, have not been sold. This creates gaps in the interconnectivity of the sidewalk system.

The specific locations along with the justification area as follow:

Location	Purpose
741 East River Drive	Property sold to adjacent owner. Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo)
749 and 757 East River Drive	Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo).
2103 Rock River Court (East River Drive side only)	Lack of sidewalk is creating a gap in the sidewalk system (see attached site photo).
2150 Charles Street	Property sold to adjacent owner. Lack of sidewalk is creating a gap in the sidewalk system.
1469 Honeysuckle Circle	Property sold to adjacent owner.
1503-1505 Red Maple Road *	Property is developed but does not have sidewalk.

* Property has a gravel drive. Driveways are required to be hard surface per the City ordinance and should be constructed with concrete

Staff recommends that sidewalks are ordered in for the above listed locations as part of the 2013 sidewalk program. Additionally, the driveway at 1503-1505 Red Maple Road should be constructed with concrete. Property owners will receive an additional notification and have the opportunity to hire a contractor to construct the sidewalk, or have the City install the sidewalk and be assessed. The preliminary estimate for the 2013 assessments is $23.75 per linear foot of sidewalk.

RESOLUTION #13-18

AUTHORIZING PAYMENT OF CLAIM
(Donald Sliwka)

WHEREAS, a Notice of Claim and Claim was filed by Donald Sliwka, 510 Acreview Drive, De Pere, WI 54115, in the City Clerk's Office on November 16, 2012; and

WHEREAS such Notice and Claim alleges Mr. Sliwka sustained monetary damages caused by incomplete information he received on behalf of the City regarding acceptable sidewalk repair/replacement at his property located at 859-861 Voelker Street, De Pere, WI 54115; and

WHEREAS, this matter has been reviewed and it has been determined the City failed to provide complete information regarding acceptable procedures for sidewalk repair/replacement which resulted in Mr. Sliwka's purchase of materials not needed for sidewalk overlay work.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The claim submitted by Donald Sliwka be, and the same is hereby approved for payment by the City Clerk-Treasurer to Donald Sliwka.

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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: May thru June, 2012
2. Location of Incident: 859-861 Voelker ST
3. Name of ~~Injured Person~~/Owner of Damaged Property: Don Sliwka
   (Age if Minor:)
4. Address: 510 Acreview Dr De Pere, WI 54115
5. Telephone Number: (H) 920-339-0906 (C) 920-360-0677 (W)
6. Please give a detailed description of the incident (use back of form if necessary):

   see attached: city of De Pere letter
   incident description
   Butterfield color overlay instructions
   Tony Bonjean Concrete invoice

7. Total Amount of Claimed Damages: $ 263.06 (Attach itemized statements/bills)
8. Witness name, address and telephone number: N/A

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

11/26/2012
Date

Donald L. Sliwka
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Incident description: Sidewalk repair: 859/861 Voelker St

When I purchased 859/861 Voelker St in January, 2012, I knew the sidewalks would need some attention. I didn't know 2012 was the cycle for this area, but it didn't surprise me when markings were painted on the deficient areas and I received the May, City of De Pere letter specifying improvements. That letter (enclosed) listed 20' horizontal displacement and 80' surface imperfection. Upon receipt, I did exactly what it requested if I intended to make the repairs myself. I called Scott Lax. He asked me to describe what the letter listed as deficiencies. I told him 20' had a horizontal crack and 80' were surface imperfection, specifically chipped and spalled. I asked if I could take care of the repairs myself. His response was yes. I indicated that I would be going to Ambrosius Concrete Supplies to get the right product for the job. His response was acknowledgement.

I waited until the end of June to make the actual repairs. When completed, I called Scott Lax again for inspection and approval. It was at that time that he told me the City does not accept overlays. I had both he and Erik Rakers inspect the job in my presence. In effect they approved the 20' of crack repair but not the 80' of surface imperfection overlay. When I asked why, Mr. Rakers response was the City has never accepted overlays and he doesn't know why he has had so many non-approvals for that reason this year. Although I tried to make some negotiated options (approve for one year, inspect again, and then replace if the product has not held up), Mr. Rakers was adamant that the City could not accept overlays and even if the end result of this repair yielded a satisfactory surface, he could not approve it. He did give me another 30 days to replace the 80' and advised I could make a claim for my repair expense.

I did replace the sidewalk using Bonjean Concrete. Total cost: $1400.00.

I have several issues with the above events:

The City of De Pere letter does not say that overlays are not accepted. When I asked the receptionist at the municipal center for this claim form, she asked why I needed it, and after my explanation, she said they had a lot of confusion on overlays from citizens.

My initial contact with Mr. Lax gave me every indication that overlays were approved. He asked to be briefed on the contents of letter describing the deficiencies, did not ever say overlays were not accepted, and even listened to where I was going to be purchasing the repair product. From our conversation, he knows I am the owner of the property and not a licensed contractor approved by the City. His experience level should certainly have made him realize I was going to purchase an overlay product, yet he did not take the opportunity to tell me that is not an approved repair.

Even though Mr. Rakers says overlays have never been accepted by the City, there are many examples of that type of repair. On the west side, sidewalks at 1010 Grant St, the corner of Grant and Allard, and at 300 Grant St. all have overlay repairs. On the east side, 630 Webster,

816 Webster, and at the lot line of 836-840 Webster all have overlay repairs. It is also noted that the Webster addresses are all within the 2012 cycle of inspected sidewalks. Those overlays were done before the inspection which does mean that someone from the City saw the prior repairs, felt it was safe for pedestrians, and did not mark it for any deficiency. I believe that means it is approved.

The only other reason for non-approval of the overlay is the quality of the job. Once Mr. Rakers gave me the only choice to replace the sidewalk, I used the City's list of contractors for bids. I contacted four contractors: Martell Construction, Bill Weise, In the Countryside, and Bonjean. The first two did their bid over the phone and never visited the site. The last two did a site visit. When In the Countryside arrived, he was standing on the overlay when he asked where the sidewalk was that needed to be replaced. Bonjeans comment was why won't the city accept this? It's finished, it's even, joint lines are intact, it's broomed, and it walks well. He was also familiar with the product I had used and recommended it.

My contention is that the City has acted irresponsibly in denying approval of the 80' of surface imperfection overlay. It has been approved at other locations and the quality of this overlay is equal or superior to those other examples.

My claim is not the expense of the sidewalk replacement by Bonjean Concrete although I believe it was an unnecessary replacement. My claim is only for the product used in the overlay process, totaling $263.06.

Sincerely,

Donald J. Sliwka

City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-4072 x2239
Fax: 920-339-4071
Cell: 920-693-1019

Karen Heyrman
Assistant City Engineer
kheyrman@mail.de-ere.org
www.de-pere.org

May 2012

DONALD J & KATHLEEN M SLIWKA
510 ACREVIEW
DE PERE WI 54115

DEAR PROPERTY OWNER:

In 1974 the Board of Public Works of the City of De Pere initiated a program to make all sidewalks in the City safe for pedestrians. Annually since then, the Board has selected an area of the City for review and correction. This year your area was chosen.

Using guidelines set by the Board, the Engineering Department inspected the sidewalk abutting your property. Sections of sidewalk in need of correction were marked as follows:

--- Individual sections are sprayed with a spot of green paint. Note that multiple sections may also be marked in this way.

--- Multiple sections were marked with a green arrow on both sides of the sidewalk in need of correction. This indicates that all sections between, and including the arrows should be repaired.

--- Sections marked with white paint are the City's responsibility.

--- Only defective or hazardous walk has been marked. Please note that occasionally, at the time of construction, it is found that additional adjacent walk needs to be removed and replaced to properly align the repair walk.

The findings of the Engineering Department were reported to the Board of Public Works on May 7, 2012. Upon review the Board ordered the following footage repairs:

ADDRESS	HORIZONTAL DISPLACEMENT	VERTICAL DISPLACEMENT	PROFILE VARIANCE	SURFACE IMPERFECTION	OTHER
859-861 VOELKER ST ED-582-60	20			80	

The order allows you to make the corrections yourself or to arrange to have them made by a duly licensed sidewalk contractor (visit www.de-pere.org) of your choice on or before June 30, 2012. Any work remaining after that date will be done by the City by contract. If you make any repairs by mudjacking or filling with concrete epoxy, please contact the Engineering Department by June 15, 2012 to have the repairs inspected and approved. Ramping of vertical displacement is NOT acceptable. The preliminary 2012 cost for replacement of 4" sidewalk is $22.46 per foot ($112.30 per 5' slab) and the cost of 6" driveway is $24.89 per foot ($124.45 per 5' slab). **Sidewalk that is replaced by the City Contractor will be seeded. The Homeowner is required to water and maintain.**

*** Property owners with invisible fences or sprinkling systems located in the city right-of-way should have these items located prior to construction. The contractor cannot guarantee the condition of these items once construction begins.**

Your cooperation toward the attainment of safer sidewalks is appreciated. If you should have any questions regarding this matter, please call Scott Lax with the City Engineering Department at 339-4072, extension 2232.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen Heyrman, P.E.
Assistant City Engineer

AMBROSIUS CONCRETE SUPPLIES, INC.
219 Orlando Dr.
DE PERE, WISCONSIN 54115
PHONE 920-336-8355
BILLING 920-338-9551

CUSTOMER'S ORDER NO. | PHONE | DATE 6/27/12

NAME Donald SLIWKA
ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RET'D. | PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Bag Thin Patch	16.25	16 25
2	Bags T-1000 fine Overlay	35.45	70 90
1	1 gal T-1000 primer	19.80	19 80
			106 95
		TAX	5 88
		TOTAL	112 83

RECEIVED BY

C PRODUCT 610 All claims and returned goods must be accompanied by this bill.

278015

Thank You

noon Sat
sprayer sink

AMBROSIUS CONCRETE SUPPLIES, INC.
219 Orlando Dr.
DE PERE, WISCONSIN 54115
PHONE 920-336-8355
BILLING 920-338-9551

CUSTOMER'S ORDER NO. | PHONE | DATE 6/26/12

NAME Donald SLIWKA
ADDRESS

SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RET'D. | PAID OUT

QTY.	DESCRIPTION	PRICE	AMOUNT
1	Bag Spec Crete	14.30	14 30
3	Bags T-1000 fine overlay	35.45	106 35
1	1 gal T-1000 primer	19.80	19 80
1	Bag Thin Patch	16.25	16 25
			156 70
		TAX	8 62
		TOTAL	165 32

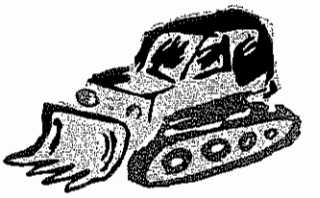
RECEIVED BY

C PRODUCT 610 All claims and returned goods must be accompanied by this bill.

277847

Thank You

Tony
Bonjean Concrete



"Finishes with the Best"

1331 Bellevue St. #421 • Green Bay, WI 54302
Home (920) 406-6010 • Mobile (920) 660-2995

PROPOSAL ☐ BILL ☒ DATE 7-17-12

Job Address 859 & 861 Volker Don 339-0906

Notice: All bills paid upon receipt

rained on sidewalk at 2:45
sidewalk was troweled, broomed at 1:15
& sealed immediately after

	COST
Basement floor will include 4" of stone, sump pit and tile. Concrete will be 4" thick and 5 bag mix. Size	
Garage floors, driveways and other outside concrete will have a tamped base of 3/4" crushed stone and reinforced with rebar. Concrete will be 4" thick and 6 bag mix. Garage Size	
Driveway Size	
Porch Size	
Patio Size	
Sidewalks Remore & repour sidewalk that is marked. Seal with sealer. Back fill edges	1400.00
Extras:	

Pd
July 17 2012
Wayne Lohr

TOTAL COST	$ 1400.00

Please Note:
Bonjean Concrete will warranty our workmanship for 1 year. However, due to frost and salt use in Wisconsin, we will not be responsible for cracking, peeling, or popping of concrete. We use all of the best materials available to us to ensure a quality product to you, including sealer on outside concrete. We also recommend resealing your concrete every year.

Call for a Free Estimate.

Your Work is Greatly Appreciated.
Thank You!

T1000™ Fine Overlay
Repair Installation Guide

Engineered Concrete Performance

BUTTERFIELD COLOR®

625 W. Illinois Ave., Aurora, IL 60506
1-800-282-3388 Fax: 630-906-1982
www.butterfieldcolor.com

BEFORE USING, READ AND UNDERSTAND THE ENTIRE T1000™ FINE OVERLAY TECHNICAL DATA SHEET AND MATERIAL SAFETY DATA SHEET.

T1000™ Fine Overlay is a polymer modified, cementitious topping designed for resurfacing, repairing, and restoring stable, non-moving concrete floors, walls and hardscapes. Application thickness ranges from 1/16 to 3/16 inch, (4.5mm). For a successful project be sure to familiarize yourself with the product before an actual job-site application.

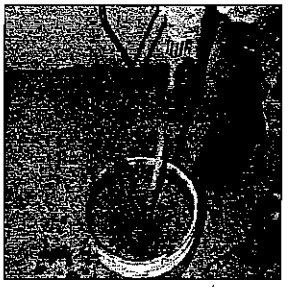
T1000™ Color Packs, Perma-Cast® Sierra Stain™ and Elements™ Transparent Concrete Stain are compatible with T1000™ Fine Overlay. Refer to the Uni-Mix® Integral Concrete Color, Perma-Cast® Sierra Stain™ and Elements™ Transparent Concrete Stain Coloring System Guides for a complete representation of integral colors and concrete stains to be used in conjunction with this product.

Recommended for use by Qualified Contractors Only.

STEP 1 - Substrate Preparation:
Cleaning: Proper surface preparation is critical to a successful application of T1000™ Fine Overlay. The concrete substrate temperature must be 45° to 85°F (7° to 30°C). The concrete substrate must be thoroughly cleaned using high pressure water or TSP (tri-sodium phosphate) and water with a scrub brush, then rinsed thoroughly.

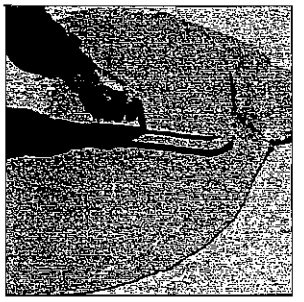
Remove all potential bond breakers such as greases, oils, silicones, paints, sealants, curing and sealing compounds, drywall taping compound, etc. In the case of paints, sealants or overly slick hard troweled floors, mechanical removal and/or abrading by means of sanding, scarifying or shot blasting may be necessary to achieve proper bonding.

Patching: If the existing surface has any chips, pitting or cracking, those areas must be filled prior to final application. Existing cracks on the slab will transfer through the T1000™ Fine Overlay. Existing cracks should be filled using a slurry mix of T1000™ Fine Overlay in lifts up to 3/16". Depths up to 1" may be accomplished by adding clean pea gravel or small aggregate.



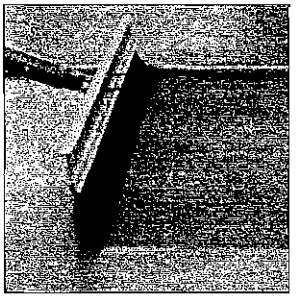
STEP 2 - Mixing:
Mix and install when ambient temperatures are between 45° - 85° F (7°-30° C). Use 4.4 quarts (4.16 L) potable water per 55-pound (25kg) bag of Butterfield Color® T1000™ Fine Overlay. When temperature or humidity changes affect water demand, make small adjustments to the amount of mixing water as needed to achieve proper working consistency. Do not over water.

Measure water accurately. Always add water to the container first. Then, if color is to be used, slowly add the Butterfield Color® T1000™ Color Pack. Mix the color and water thoroughly using a 600 rpm drill and paddle or mortar mixer. Do not use a concrete mixer. Once the color is mixed, slowly add the bag of Butterfield Color® T1000™ Fine Overlay. Continue to mix for a minimum of 3 minutes until a smooth, uniform, lump-free consistency and a streak-free color has been achieved. Be consistent with the amount of water and the mixing time between batches. Clean the mixing container thoroughly after each batch so as not to contaminate the next batch. If mixture loses its plasticity do not re-temper with water or add previously mixed material to new batches.

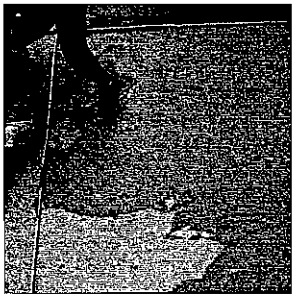


STEP 3 - Laying Down Material:
Depending on the job-site application, T1000™ Fine Overlay may be distributed using a trowel, gauge rake or squeegee. Allow patches and filled cracks to cure before beginning the final installation process. T1000™ Fine Overlay set time will vary depending on the weather conditions and the application thickness. One 55 lb bag of T1000™ Fine Overlay will cover approximately 96SF at 1/16".

STEP 4 - Final Finish



Broom Finish: If a broom finish is desired, a quality, fine concrete broom should be used immediately following initial troweling of material. The set time on the material will vary depending on the job-site weather conditions. It is recommended that one crew member brooms as another member lays the material out. Do not add any water to your broom. Clean broom by hand after each pass. On hot sunny days, installation is recommended in early morning or when area is shaded.



Smooth Trowel Finish: Finish as needed to achieve desired surface. If the material loses its plasticity do not add water to the surface or add previously mixed material to new batches. Allow 2 days of cure time before opening the area to light foot traffic and 7 days for heavy vehicular traffic. If Butterfield Color Sierra Stain is to be used, allow 7 days of cure time before initial stain application.

FOR PROFESSIONAL USE ONLY

WARNING: This product contains silica (crystalline quartz) and portland cement. Do not breath dust. Prolonged exposure can result in Silicosis. Portland cement may cause alkali burns. Use with adequate ventilation. Always use protective glasses, gloves and dust mask (NIOSH/MSHA TC 21C approved). Immediately after use wash any area of exposed skin. If contact is made with eyes flush thoroughly with water, do not rub. If inhaled, move to fresh air. If symptoms develop or persist, or if ingested, seek medical attention. Read material safety data sheet before handling or using. KEEP OUT OF REACH OF CHILDREN. DO NOT TAKE INTERNALLY.

Storage and Handling: Shelf life is two years when stored in a cool, dry, well ventilated area, in unopened original packaging. Avoid generating dust during recovery or disposal. Disposal of all residual or recovered products must be in accordance with applicable federal, state, and local regulations.

Warranty Disclaimer/Limitation of Liability: BUTTERFIELD COLOR, INC. MAKES NO WARRANTIES REGARDING THIS PRODUCT, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. BUTTERFIELD COLOR, ITS DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY ARISING OUT OF THE USE OR HANDLING OF THIS PRODUCT WHETHER OR NOT BUTTERFIELD COLOR, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A LOSS OR DAMAGE. PURCHASER ASSUMES ALL LIABILITY FOR THE USE AND HANDLING OF THIS PRODUCT INCLUDING ANY INJURY TO THIRD PARTIES. BUTTERFIELD COLOR'S MAXIMUM LIABILITY SHALL BE THE PRICE OF THE PRODUCT.

RESOLUTION #13-19

AUTHORIZING REVOCABLE OCCUPANCY PERMIT
(Eric R. and Michelle L. Nelson)

WHEREAS, Eric R. and Michelle L. Nelson, have requested permission to place a brick mailbox/planter within City owned right-of-way; and

WHEREAS, such request has been reviewed by the Board of Public Works which recommends approve thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Eric R. and Michelle L. Nelson for the purposes identified therein.

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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee:	Eric R. and Michelle L. Nelson 702 Trempeleau Street De Pere, WI 54115
Grantor:	City of De Pere
Location of Encroachment:	702 Trempeleau Street See attached Exhibit A
Purpose of Encroachment:	Brick Mailbox/Planter

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee's compliance with Wis. Stats. §66.0425 and the following provisions:

1. This permit authorizes the placement and maintenance of a brick mailbox/planter as shown on the attached Exhibit A. This mailbox/planter may remain in the City right-of-way only until such time as it is no longer required by Permittee. The structure shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.

2. Notwithstanding paragraph 1, above, if the property referred to above is required for another use at any time deemed by the Board of Public Works to be inconsistent with the continued use or occupancy under this permit or if the Board of Public Works determines that storm sewer inlet repair or replacement work at the location necessitates the removal of the structure or determines that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the Director of Public Works, shall promptly remove the projecting sign from the property. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the Director of Public Works notice to do so shall result in the Director of Public Works removing the encroachment and charging the costs thereof to Permittee.

3. No other use of the above described property is permitted except that specifically approved hereby.

4. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.

5. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.

6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.

7. Permittee shall comply with all City and State permitting requirements.

8. This permit may not be assigned without the written consent of the City of De Pere.

9. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:	If to De Pere:
Eric R. & Michelle L. Nelson 702 Trempeleau Street De Pere, WI 54115	City Engineer 925 South Sixth Street De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ _____day of _____, 2013.

ERIC R. AND MICHELLE L. NELSON

_____
Eric R. Nelson

_____
Michelle L. Nelson

CITY OF DE PERE

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\2013\Nelson-2-13-164-001-13.docx

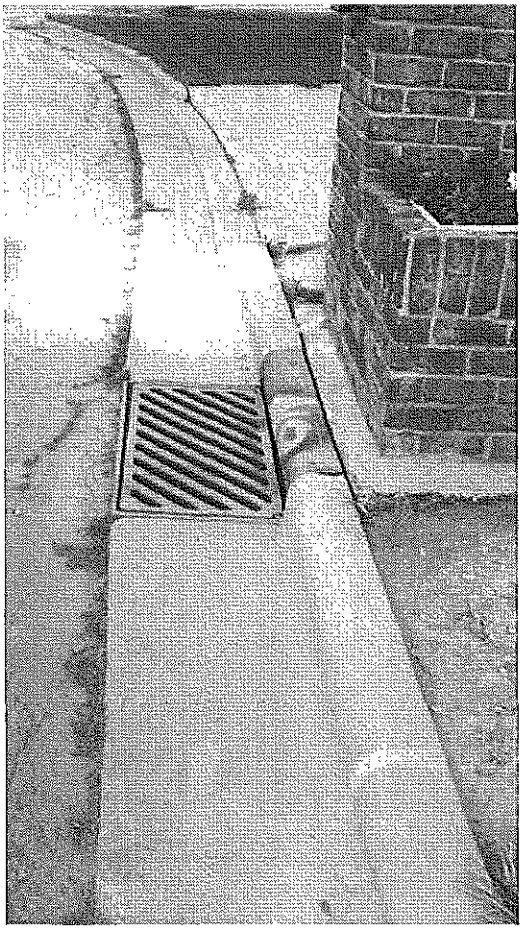
Memorandum

To: Board of Public Works

From: Eric Rakers

Re: Consider Approval of Revocable Occupancy Permit – Brick Mailbox/Planter – 702 Trempeleau Street

Date: February 5, 2013



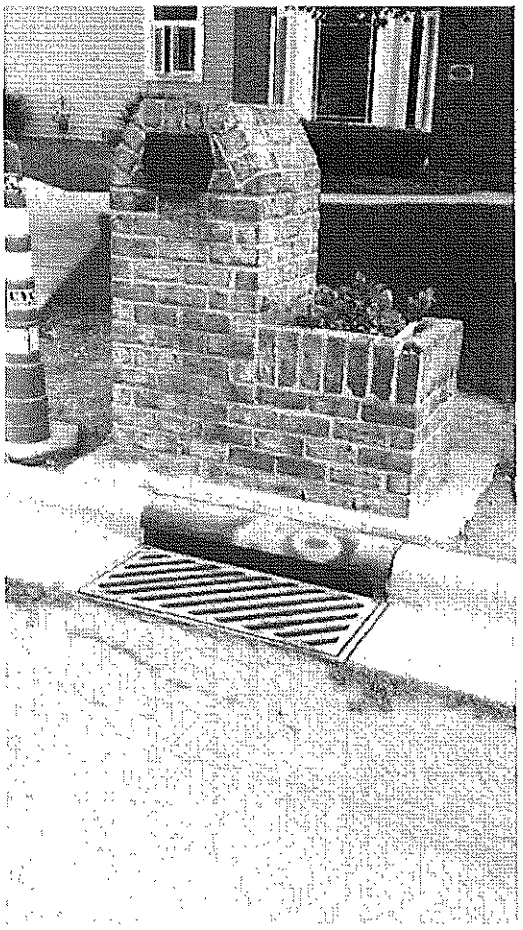


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Exhibit A

RESOLUTION #13-20

APPROVING PROPOSAL/CONTRACT AGREEMENTS FOR ANTENNAS
BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Sprint Wireless Antenna Upgrade)

WHEREAS, the City is in need of engineering services regarding antenna upgrades on the Merrill Street and Matthew Drive water towers; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time; and

WHEREAS, the Board of Public Works has reviewed such proposals and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreements for Antennas between the City of De Pere and Dixon Engineering, Inc. as are attached hereto as Exhibits 1 and 2, provided that Sprint has paid to the City Treasurer the sums due and owing under such contracts prior to execution thereof.

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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Proposal/Contract Agreement
for Antennas

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

The agreement is between Dixon Engineering, Inc. (DIXON) and **City of DePere, Wisconsin** (OWNER) to contract with DIXON for technical services for **Sprint** (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Eight Thousand Three Hundred Fifty** dollars **$8,350**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner	02/05/13
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

CONTRACT APPROVED by OWNER	POSITION	DATE
CO SIGNATURE (if required)	POSITION	DATE
CONTRACT APPROVED by DIXON OFFICER	EFFECTIVE CONTRACT DATE	

4.01 ADDITIONAL SERVICES

A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.

B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.
   2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I. Initial Site Inspection – Site Walk:

A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.

II. Design and Plan Review:

A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

III. Site Work for:

A. Preconstruction (preinstallation) and progress meetings-attend and participate.

B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 250,000 Double Ellipse Merrill Street 49-05-11-01)

I PAYMENT

A. When service is rendered Owner shall pay DIXON the following line item prices:
   1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of $**1,150**.

   2. Schedule A, Item II, Design and Plan Review, the lump sum of $**1,250**. (Site Walk prerequisite $1,150)

B. Owner shall pay DIXON the following line items times the number of units used:
   1. Schedule A, Item III
      A. **(1)** Preconstruction Meetings $**850** per meeting
      B. **(6)** Installation and Post Inspections $**850** per inspection

II INVOICES

A. Invoices will be compiled monthly.

B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

Labor Class	Per Hour	*Overtime Rate
Principal	$175.00	
Project Manager	$100.00	
Registered Professional Engineer	$125.00	
Assistant Project Manager	$ 80.00	
Staff Engineer – Level I to III	$ 85.00 to $100.00	
CAD Supervisor	$ 80.00	
CAWI or CWI Welding Inspector	$ 80.00 to $100.00	
Certified NACE Inspector	$100.00	
Inspector – Level I to III	$ 60.00 to $80.00	
CAD Technician	$ 60.00 to $70.00	
Secretarial Services	$ 50.00 & expenses	
Bookkeeping Services	$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	Metropolitan	Out – state
Mileage	$0.70/mile (including tolls)	$0.60/mile
Meals & Lodging,	$110 per diem, per day (*may be increased based on location*)	$100 per diem, per day
Without Lodging	$35/day	$30/day
Air Travel	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.)	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

Proposal/Contract Agreement
for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

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2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Chris Kreiner	02/05/13
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

CONTRACT APPROVED by OWNER	POSITION	DATE
CO SIGNATURE (if required)	POSITION	DATE
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B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.

C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:
   1. For cause,
      a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
      b. By DIXON upon seven days written notice:
         1) If Owner fails to pay invoices by 60 days.
         2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
         3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
         4) DIXON shall have no liability to Owner on account of such termination.
   2. For Convenience,

a. By OWNER effective upon the receipt of notice by DIXON.

B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor,** subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.

F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.

H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I. Initial Site Inspection – Site Walk:

A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.

II. Design and Plan Review:

A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

III. Site Work for:

A. Preconstruction (preinstallation) and progress meetings-attend and participate.

B. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

A. When service is rendered Owner shall pay DIXON the following line item prices:
   1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of $**1,150**.

   2. Schedule A, Item II, Design and Plan Review, the lump sum of $**1,250**. (Site Walk prerequisite $1,150)

B. Owner shall pay DIXON the following line items times the number of units used:
   1. Schedule A, Item III
      A. **(1)** Preconstruction Meetings $**850** per meeting
      B. **(6)** Installation and Post Inspections $**850** per inspection

II INVOICES

A. Invoices will be compiled monthly.

B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

Labor Class	Per Hour	*Overtime Rate
Principal	$175.00	
Project Manager	$100.00	
Registered Professional Engineer	$125.00	
Assistant Project Manager	$ 80.00	
Staff Engineer – Level I to III	$ 85.00 to $100.00	
CAD Supervisor	$ 80.00	
CAWI or CWI Welding Inspector	$ 80.00 to $100.00	
Certified NACE Inspector	$100.00	
Inspector – Level I to III	$ 60.00 to $80.00	
CAD Technician	$ 60.00 to $70.00	
Secretarial Services	$ 50.00 & expenses	
Bookkeeping Services	$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	Metropolitan	Out – state
Mileage	$0.70/mile (including tolls)	$0.60/mile
Meals & Lodging,	$110 per diem, per day (*may be increased based on location*)	$100 per diem, per day
Without Lodging	$35/day	$30/day
Air Travel	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.)	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

RESOLUTION #13-21

APPROVING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Antenna Installation Review)

WHEREAS, the City is in need of consulting services to complete a review and inspection of the advanced metering infrastructure system (AMI) antenna installation on the Matthew Drive water tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the review and inspection within the required time; and

WHEREAS, the Board of Public Works has reviewed such proposals and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services between the City of De Pere and Dixon Engineering, Inc. 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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC. (Antenna Installation Review)

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of De Pere ("City") and Dixon Engineering, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of consulting services to complete a review and inspection of the advanced metering infrastructure system (AMI) antenna installation on the Matthew Drive water tower; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the review and inspection within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT/SCOPE OF SERVICES

The project requires a review of vendor designs and a field inspection after installation of the AMI antenna on the City's Merrill Street water tower. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

Consultant agrees to perform those tasks described above. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. AUTHORIZATION, PROGRESS AND COMPLETION

In signing this Agreement, the City gives the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

III. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City. Consultant shall not be considered the author or owner of any

such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, and other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

IV. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

V. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed in accordance with the time frame set forth by the City. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VI. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed $1,250 for the design review and $850 for each inspection, payable in a lump sum at the conclusion of the project. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Should City, without cause, withhold payment for amounts due Consultant, Consultant shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

VII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

VIII. INSURANCE

The Consultant 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 from property damage liability. The combined single limit for bodily injury and property damage shall be not less than $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, 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.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineer and/or surveyor's fee on the project, whichever is less.

IX. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant 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) causes solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of

City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

X. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project; except for soil investigations and electrical and instrumentation engineering. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XI. 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 Consultant without the prior written consent of the other.

XII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant 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.

XIII. 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.

XIV. 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 City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. 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.

XV. TERMINATION OF WORK

The City shall terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant 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 Consultant 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 Consultant 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.

XVI. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of 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 Consultant's services, the Consultant 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 Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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.

XVII. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of DePere
Attention: City Clerk-Treasurer
335 South Broadway Street
DePere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Dixon Engineering, Inc.
Attention: Chris Kreiner
1104 Third Avenue
Lake Odessa, MI 48849

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

DIXON ENGINEERNG, INC.
By:

_____
Print Name:
Title:

_____
Print Name:
Title:

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

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RESOLUTION #13-22

AUTHORIZING HEALTHCARE STUDENT PLACEMENT AGREEMENT
WITH NORTHEAST WISCONSIN TECHNICAL COLLEGE (NWTC)

WHEREAS, the City currently has two existing Student Placement Agreements in place for the NWTC intern program which allows its Nursing and EMT/Paramedic students the opportunity to observe patient care in the field under observation of trained personnel as a part of the certification training; and

WHEREAS, in order to streamline matters, a master NWTC Healthcare Student Placement Agreement, attached and incorporated by reference as Exhibit 1, has been drafted to supersede the two existing Student Placement Agreements; and

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Northeast Wisconsin Technical College Healthcare Student Placement Agreement (Exhibit 1), and such subsequent extensions thereof provided they contain substantively similar provisions.

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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes: ____
Nays: ____

NORTHEAST WISCONSIN TECHNICAL COLLEGE
HEALTHCARE STUDENT
PLACEMENT AGREEMENT

THIS HEALTHCARE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the February 1, 2013 (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the healthcare facility whose full legal name and principal business address appear below opposite the parties' signatures (the "Facility").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied health and health care-related instructional programs, which programs necessarily rely on and include practical, clinical observation and participation in healthcare facilities as a material component of the relevant curriculum;

WHEREAS, the Facility recognizes a need for an available workforce of well-trained graduates of allied health and healthcare programs who have obtained clinical observation and practical experience within healthcare facilities actively engaged in delivering healthcare services;

WHEREAS, NWTC maintains allied health and healthcare programs that include placement of students in healthcare facilities for purposes of observation and practical experience;

WHEREAS, the Facility maintains and operates certain clinical facilities suitable for and engaged in providing healthcare services which are valuable to NWTC's curriculum, the Facility desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the facilities to be provided by Facility on the terms and conditions set forth herein, as well as provide opportunities for occasional occupational competency training for the faculty of NWTC.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Facility agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking clinical placements regarding, the instructional program designated in attached **Exhibit A** (the "Program").

2. The Facility. With regard to the Program, the Facility shall make its hospital, clinic, or other healthcare facility(ies) identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary clinical placement of Program students.

3. The Clinical Rotation. The clinical rotation of NWTC students through the Site and the implementation of a clinical curriculum regarding the Program generally shall be conducted pursuant to the written Program plan and curriculum documents attached as **Exhibit C**.

4. Program Contacts. The principal contact for NWTC regarding the Program students placed at the site hereunder and the principal contact for the Facility regarding the students placed at the site hereunder are designated on attached **Exhibit D**.

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and clinical instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.

2. Basic Classroom and Clinical Instruction. All Program students placed at the Site shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring clinical rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.

3. NWTC Faculty. NWTC shall provide at the Site, such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Facility and NWTC may agree upon from time to time. Faculty who are participating with approval of the Facility in occupational competency training at the Site shall be subject to the provisions in Paragraph C. 1. HIPAA and ADA/ADAA Compliance, E.2. Insurance, and E.3. Indemnification.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA and ADA/ADAA Compliance
NWTC and the Facility agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Facility and engaged in the performance of duties for the Facility, is under the direct control of the Facility, and these instructors/students are members of the Facility's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC

shall comply with applicable provisions of the Americans with Disabilities Act and the American with Disabilities Amendment Act. NWTC instructors/students will comply with all Facility policies, procedures, laws, and regulations which have been communicated to the instructor/student.

2. Student Health Screening. Prior to assigning any Program student to a clinical placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Facility, consistent with the Facility's own health screening requirements of its own staff and employees, according to information provided to NWTC by the Facility. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Facility, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a clinical placement at the Site (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar at the Site. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Facility thereof, which shall determine in its sole discretion whether the conviction or pending charges(s) are substantially related to the care of the Facility's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Facility, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Facility and sufficient hereunder. NWTC shall immediately notify the Facility in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."

4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program at the Site. Failure to observe the Facility's or Site's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination for a student's clinical placement privileges, and NWTC may be

requested by the Facility to terminate such student(s). The following may be grounds for student withdrawal from the Site: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Site policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Facility medical staff) to Site patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the clinical placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation at the Site, or the Facility's right to request the same.

5. Student Status. NWTC students participating in clinical rotation at the Site shall not be deemed employees of the Facility, and shall receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Facility shall not substitute students for, or support regular Site staffing requirements with, students.

6. Resolution of Conflicts in Favor of Patient Care. The Facility may in its sole discretion limit educational access to the Site or any part thereof to any NWTC students who do not meet the Facility's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Facility may resolve any conflict involving a student or the Program in favor of the Facility's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FACILITY.

1. Patient Care. The Facility maintains full responsibility and authority for patient care at all times.

2. Provide Clinical Experiences. The Facility shall provide reasonable access to practical clinical experiences at the Site for the Program students, in a supervised and controlled setting. Facility shall comply with applicable provisions of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act. The clinical experiences shall be substantially related to the Program curriculum described at Exhibit C, and shall supplement and enhance the students' basic classroom instruction. Clinical experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Site's procedure guides, policy manuals and physical facilities (including instrumentation, diagnostic and therapeutic equipment, patient treatment facilities, etc.); (iii) standard clinical references; (iv) the Facility's practicing staff, subject to staff availability; and (v) under appropriate circumstances, patients' records, care plans and references.

3. Educational Support Facilities. Subject to availability, the Facility shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small

group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for patient care at the Site.

4. Facility Staff Involvement. Subject to their availability, and as the Facility and NWTC's faculty and instructional staff assigned to the Program and the Site may agree from time to time, the Facility shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student clinical performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and (iv) providing appropriate clinical experiences for students to gain practical healthcare experiences consistent with the Program curriculum and instructional plans set forth by NWTC.

5. Facility Accreditation. At all times during the term of this Agreement, the Facility shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained medical or other clinical staff, maintain the Site as a clinical facility for instruction regarding an accredited Program, and integrate the students where appropriate into the healthcare services being provided by the Facility at the Site.

6. Disclosure of Policies, Rules and Regulations. Prior to student placement at the Site, the Facility shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard clinical references) of, and generally inform NWTC regarding, applicable (i) Facility and Site policies and procedures, (ii) applicable federal, state, and /or local laws and governmental regulations, and (iii) Facility and Site rules and regulations, which in each case may affect the Program students during their clinical placement.

7. Orientation. The Facility shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. Term and Termination. This Agreement supersedes all prior Agreements between the parties. The initial term of this Agreement shall be a two year term, commencing on February 1, 2013 and ending on February 1, 2015. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and

diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in the Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Facility shall cooperate with and permit existing clinical rotations for Program students already placed sufficiently at the Site.

2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of $1,000,000 per occurrence. Facility agrees to list NWTC as an additional insured on all policies maintained for this purpose. Upon written request, each party shall provide the requesting party with documentary proof of insurance coverage, and compliance hereunder.

3. Indemnification.

   (a) Facility shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Facility's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Facility's performance hereunder, or (ii) Facility's material breach of any term, condition or provision of this Agreement.

   (b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Facility, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

4. Dispute Resolution: Mediation; Arbitration.

   (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually

acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).

(b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

(c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws there under. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The awards shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Facility under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall

be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (2) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC:	Northeast Wisconsin Technical College Attn: Dean – Health Sciences 2740 West Mason Street P.O. Box 19042 Green Bay, WI 54307-9042 Tel.: 920-498-5482
If to Facility:	Notices to the Facility shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.

8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.

10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.

11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.

12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the

same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.

13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Healthcare Student Placement Agreement to be executed as of the day, month and year written above.

"FACILITY"

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

By: _____

Its: _____

Date: _____

Tel.: 920-339-4085

Fax:

E-mail: jschmidt-lehman@mail.de-pere.org

"NWTC"

NORTHEAST WISCONSIN TECHNICAL COLLEGE

By: Kay L. Tupala

Kay Tupala, RN, MSN
Dean, Health Sciences

By: Elizabeth J. Paape
Elizabeth Paape
Dean, Public Safety

Date: February 1, 2013

Tel.: 920-498-5482

Fax: 920-491-2660

E-mail: kay.tupala@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

Exhibit A: Program
Exhibit B: Facility
Exhibit C: Curriculum Outline/Instructional Materials
Exhibit D: Principal NWTC and Facility Contacts

NORTHEAST WISCONSIN TECHNICAL COLLEGE
HEALTHCARE STUDENT
PLACEMENT AGREEMENT

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

Associate Degree Nursing
Emergency Medical Technician - Basic
Emergency Medical Technician - Intermediate
Paramedic – Emergency Medical Technician

Exhibit B: The address (or other specifically identifying information) regarding the healthcare facility(ies) (clinics, hospitals, nursing homes, etc.) at which Program students will be placed are:

City of De Pere
335 S. Broadway
De Pere, WI 54115

Affiliated Sites:

De Pere Community Center
Contact: Community Center Director
600 Grant St.
DePere, WI 54115
Phone: 920- 339-4072 ext. 2229

De Pere Fire Department
Contact: Fire Chief
400 Lewis Street
De Pere, WI 54115

Exhibit C: Click below link for program curriculum.

Website Link
Associate Degree Nursing
Central Service Technician Certificate
Certified Medication Assistant
Dental Assistant
Dental Hygiene
Diagnostic Medical Sonography
Electronics
Emergency Medical Technician - Intermediate
Emergency Medical Technician - Basic
Gerontology
Health Care Business Services
Health Information Technology
Medical Assistant
Medical Coding Specialist
Medical Laboratory Technician
Network Specialist - IT
Nursing Assistant
Paramedic
Phlebotomy Certificate
Physical Therapist Assistant
Practical Nursing
Radiography
Respiratory Therapist
Surgical Technologist

Exhibit D:

Principal NWTC contact:

KAY TUPALA, DEAN
920-498-5482

Principal Facility contact:

_____
Name (Please print clearly)

_____
Phone Number

RESOLUTION #13-23

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND MIDWEST ENGINEERING SERVICES, INC.
(2013 Construction Materials Testing and Soil Boring)

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2013 construction projects; and

WHEREAS, Midwest Engineering Services, Inc. has available and offers to provide personnel and equipment necessary to accomplish the testing services within the required time; 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 Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Midwest Engineering Services, Inc. (2013 Construction Materials Testing and Soil Boring) 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 20th day of February, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND MIDWEST ENGINEERING SERVICES, INC. (2013 Construction Materials Testing and Soil Boring)

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Midwest Engineering Services, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of construction materials testing and soil boring services for its 2013 construction projects; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the testing services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated January 23, 2013 (Exhibit A) and Consultants Proposal thereto dated January 28, 2013 (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 Consultant 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 CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

VI. CONFIDENTIAILITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the testing services and that Consultant shall respond to City's request for services as described in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. INSURANCE

The Consultant 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 $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

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.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant 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 Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. 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 Consultant without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant 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.

XV. 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.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant 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.

XVII. 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 Consultant 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 Consultant 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 Consultant 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.

XVIII. 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 Consultant's services, the Consultant 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 Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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.

XIX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Midwest Engineering Services, Inc.
Attention: G. Mike Greil
2740-F Packerland Drive
Green Bay, WI 54313

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

MIDWEST ENGINEERING SERVICES, INC.
By:

Print Name:
Title:

Print Name:
Title:

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

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City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen M. Heyrman, P.E.
Assistant City Engineer
kheyrman@mail.de-pere.org
www.de-pere.org

January 23, 2013

Mr. G. Mike Greil
Midwest Engineering Services, Inc.
mgreil@midwesteng.com

RE: Soil Testing Services – 2013 Construction
City of De Pere

Dear Mr. Greil:

The City of De Pere is requesting a proposal from your firm to complete geotechnical services for the 2013 construction on City projects. Attached with this letter is a Request for Proposal that contains information on the scope of work. If you are interested in this work, please complete and return the attached fee schedule with your firm's rates, additional rate information that may not be listed, and a cover letter describing your firm's services.

If you have any questions, please call me at (920) 339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

KMH

cc: Eric Rakers, City Engineer

Exhibit A

Request for Proposals
For
Geotechnical Services

The City of De Pere would like to invite your firm to submit a proposal for the 2013 construction materials consulting.

Your proposal must be submitted to our office by February 4th 2012, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere is preparing for the 2013 capital improvement program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction. The purpose for this Request for Proposal (RFP) is to obtain services to provide construction materials and soils testing services and soil boring services for these projects.

The City reserves the right to award the construction materials & soil testing services and the soil boring services to separate firms.

SCOPE OF SERVICES:

Construction materials and soils testing services shall include, but are not limited to:

1. Earthwork Testing
2. Subgrade Compaction
3. Trench Compaction
4. Crushed Aggregate Base Course Testing (Material and Compaction)
5. Asphaltic Concrete Pavement Testing (Samples and Compaction)
6. Concrete Testing
7. Soil Borings
8. Field Observation Related to Soil and/or Construction Conditions

SCHEDULING:

The City will request services throughout the year. Generally, the City will give a 24 hour notice prior to needing service; however the City reserves the right for shorter notices.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries ort damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling of borings and patching slabs and pavements for soil boring activities.

FEE:

The proposed fee schedule shall be submitted on the attached form.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

DELIVERY:

E-mail, in pdf format, copies of test results specific for each project to the City Engineer, Assistant City Engineer, and the project inspector(s). Hard copies will not need to be provided. Report all failed test results by telephone to the project inspector within 24 hours of any failed test.

Provide four (4) hard copies for each soil boring report to the City.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each project.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Item	Fee	Unit
Engineering Services		
Project Manager		Per hour
Project Engineer		Per hour
Staff Engineer		Per hour
Field Technician		
Senior Technician		Per hour
Technician		Per hour
Clerical		Per hour
Mileage		Per mile
Laboratory Testing Services		
Standard Proctor		Per each
Modified Proctor		Per each
Concrete Compression Test (Cylinder by Company)		Per each
Concrete Compression Test (Cylinder by City)		Per each
Handling of Backup Cylinders		Per each
Aggregate Sieve Analysis		Per each
Atterberg Limits		Per each
Permeability, Granular Soils		Per each
Permeability, Cohesive Soils		Per each
Field Technician Services		
Sample Pickup		Per each
Support Vehicle		Per mile
Nuclear Density Gauge		Per ½ day
Nuclear Density Gauge		Per day
Soil Boring		
Mobilization		Per each
Soil Boring		Per vertical foot
Report		Per each

AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND (CONSULTANT NAME) (Project Name)

THIS AGREEMENT, made and entered into this ___ day of _____, 2011, by and between the City of De Pere, Wisconsin, ("City"), and _____ _____("Consultant").

WITNESSETH

WHEREAS, the City is in need of (project description) _____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the (date) City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated (date) (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 Consultant 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 CONSULTANT SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant

further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIAILITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. INSURANCE

The Consultant 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 $1,000,000; with additional umbrella liability insurance coverage to a total of not less than $2,000,000.

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.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant 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 Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants 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 City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the

percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. 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 Consultant without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant 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.

XV. 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.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstanced beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant 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.

XVII. 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 Consultant 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 Consultant 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 Consultant 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.

XVIII. 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 Consultant's services, the Consultant 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 Consultant 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.

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Name: _____	Michael J. Walsh, Mayor
By: _____	By: _____
Name: _____	Charlene M. Peterson, Clerk-Treasurer
Date: _____	Date: _____

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midwest engineering services, inc.
geotechnical • environmental • materials engineers

2740-F Packerland Drive
Green Bay, WI 54313
920-592-9540
www.midwesteng.com

January 28, 2013

Ms. Karen Heyrman, P.E.
City of De Pere – Assistant City Engineer
925 South Sixth Street
De Pere, WI 54115-1199

Subject: Proposal for Construction Materials and Soil Testing Services
2013 Annual Construction Testing Contract
City of De Pere
MES Proposal No. 14-3009

Dear Ms. Heyrman,

In accordance with your request, Midwest Engineering Services, Inc. (MES) is pleased to submit this proposal for providing construction materials and soil testing services for the above referenced project. The purpose of the services provided by this proposal will be to determine whether the construction observed and materials tested are in compliance with the project specifications within the scope of our work. A brief description of our understanding of the project, scope of work to be provided, proposed method of performance and associated fees is included herein.

MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, and the extent of our involvement.

Project Description

It is understood that the City of De Pere plans to select a firm to perform construction testing services during the 2013 Capital Improvement Program. The program includes projects in the following categories: new street construction, street reconstruction, street milling and overlay, sanitary sewer improvements, water system improvements, storm sewer improvements, concrete replacement (curb & gutter, sidewalk, driveway, street), and concrete street construction/reconstruction within the City of De Pere.

Scope of Work

Midwest Engineering Services, Inc. (MES) proposes to provide the following construction monitoring and testing quality control program to document whether the construction observed and the materials tested are in conformance with the project's contract documents.

Earthwork Testing

Provide an engineering technician on a part time basis during the grading phase of the project to:

- Perform field density testing by nuclear gauge method to assess degree of compaction during placement of engineered fill, backfill, and base materials.
- Prior to the commencement of these activities, at the request of the City of De Pere, the proposed fill and subbase materials will be sampled to determine their suitability for use on the project.
- When fill materials have been selected, Moisture Density Relationship Testing will be performed for each soil type.

Reinforced Concrete Testing

Provide an engineering technician (ACI certified concrete technician) during placement of structural concrete for foundations, walls, columns, and slabs to:

- Perform field quality control tests and cast cylinder specimens during the placement of concrete as required per project specifications.
- Pick up and deliver concrete test specimens to our laboratory for curing and compressive strength testing.

Asphalt Testing

Provide an engineering technician on a part time basis during pavement construction to:

- Check placement of aggregate base and perform field density testing.
- Monitor placement of asphaltic concrete in regards to thickness, temperature and compaction.
- At the request of the City of De Pere, review asphalt mix designs and sample materials for material compliance testing.

Soil Borings

Provide a drill crew and truck-mounted drill rig to perform subsurface explanations, as required by City personnel. The amount of drilling and boring locations will be determined by City personnel on a job-to-job basis.

Other Services

In addition to the construction testing services described above, MES can also provide field and laboratory testing and consultation services in numerous other construction areas. MES has experienced materials technicians and engineers, to provide laboratory testing and on-site observation and documentation services. In expanding the construction testing and consultation services to include these other areas, we can offer greater assurance that the work is executed in compliance with the project specifications by means of interdisciplinary communications and efficient problem solving.

Method of Performance

MES will provide experienced technicians and/or engineers whose principal duty will be to document through testing and visual observations, whether the quality of the construction materials tested are in conformance with the project's construction documents, within the limits of our authorized scope of services. These individuals will be trained in all aspects of the field testing they perform and will have proven their testing capabilities on previous projects.

A project engineer, a registered professional engineer in the State of Wisconsin, will also be assigned to the project to provide engineering review, management and consultation services as required during the project. Their responsibility is to ensure the quality and integrity of our field and lab services, and provide assistance as required. The initial project set-up and staffing will be the responsibility of our project manager. Technical Consultants will also be available for the project to provide consultation and engineering as required during the project. Results of the field tests will be verbally issued to the contractor at the end of each day. Final reports will be typewritten and issued monthly, or as directed by the client, during the duration of the project.

Fees

Midwest Engineering Services, Inc. proposes to provide the above referenced services on a unit charge basis in accordance with the Proposed Fee Schedule, MES' Standard Fee Schedules and pursuant to the General Conditions, which are enclosed herein and considered part of this agreement. MES' fees will be determined by the actual time expended by our personnel for this project and the amount of field and laboratory testing performed, and therefore directly dependent on the actual construction period, extent of our involvement, and the testing requirements outlined in the project specifications. If necessary, approval for any additional work and related costs beyond the estimated total will be obtained from the client prior to its performance. We request that the field services be scheduled at least 24 hours in advance.

Closing

MES will proceed with the work on the basis of your written authorization, please acknowledge receipt and acceptance of the agreement by signing, and return one copy for our files. MES will not be able to submit any written reports until we have received an executed copy of this proposal. If there are any questions regarding this agreement or other matters, please do not hesitate to call. Midwest Engineering looks forward to working with you on this project.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you on this project.

Respectfully submitted,

MIDWEST ENGINEERING SERVICES, INC.

G. Mike Greil
Branch Manager

Patrick Bray
Project Engineer

Accepted by: CITY OF DE PERE

Name: _____

Title: _____

Date: _____

Enclosures: Proposed Fee Schedule (City of De Pere Form);
MES' Standard Fee Schedules;
General Testing and Geotechnical General Conditions

Proposed Fee Schedule

Company Name: Midwest Engineering Services, Inc.

Company Address: 2740-F Packerland Drive

Company Address: Green Bay, Wisconsin 54313

Company Representative: Patrick Bray

Signature: Patrick Bray

Item	Fee	Unit
Engineering Services		
Project Manager	$60.00	Per hour
Project Engineer	$70.00	Per hour
Staff Engineer	$60.00	Per hour
Field Technician		
Senior Technician	$32.00	Per hour
Technician	$32.00	Per hour
Clerical	$25.00	Per hour
Laboratory Testing Services		
Standard Proctor	$125.00	Per each
Modified Proctor	$135.00	Per each
Concrete Compression Test (Cylinder by Company)	$9.00	Per each
Concrete Compression Test (Cylinder by City)	$11.00	Per each
Handling of Backup Cylinders	$8.00	Per each
Aggregate Sieve Analysis	$65.00	Per each
Atterberg Limits	$50.00	Per each
Permeability, Granular Soils	$230.00	Per each
Permeability, Cohesive Soils	$280.00	Per each
Field Technician Services		
Sample Pickup	$65.00	Per each
Support Vehicle	$0.36	Per mile
Nuclear Density Gauge	$20.00	Per ½ day
Nuclear Density Gauge	$40.00	Per day
Soil Boring		
Mobilization	$175.00	Per each
Soil Boring	$12.00	Per vertical foot
Report	$800.00	Per each

MIDWEST ENGINEERING SERVICES, INC.

CONSTRUCTION TESTING AND ENGINEERING STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering services for on-site monitoring and evaluation, construction materials testing, job site meetings, report preparation and review, and consultation.

Project Engineer	$70.00/Hour	Staff Engineer	$60.00/Hour
Project Manager	$60.00/Hour	Clerical	$25.00/Hour

FIELD TESTING SERVICES

Technical services for on-site monitoring and testing of materials for earthwork, foundations, concrete, masonry, structural steel, fireproofing, roofing, and pavement construction.

Sample Pick Up	$65.00/Each	Nuclear Density Gauge	$40.00/Day
Senior Engineering Technician	$32.00/Hour	Nuclear Density Gauge	$20.00/Half Day
Engineering Technician	$32.00/Hour	Support Vehicle	$0.36/Per Mile
Structural Technician	$70.00/Hour	Concrete Cylinder Molds	$30.00/box(20)
Soil Boring Equipment	$175.00/Hour		

LABORATORY TESTING SERVICES

Concrete Compression Test		Density with Moisture Content	$25.00/Each
Cylinder Cast by MES	$9.00/Each	Organic Content (Loss on Ignition)	$25.00/Each
Cylinder Cast by City	$11.00/Each	Percent Finer No. 200	$30.00/Each
Spare Cylinders	$8.00/Each	Grain size - Mechanical	$50.00/Each
Concrete Core Compression Test	$30.00/Each	Grain size - Hydrometer	$75.00/Each
Aggregate Sieve Analysis	$65.00/Each	Atterberg Limits	$50.00/Each
Mortar Cube Compression Test	$9.50/Each	Standard Proctor	$125.00/Each
Grout Cylinder Compression Test	$15.00/Each	Modified Proctor	$135.00/Each
CMU Compression Test	$30.00/Each	California Bearing Ratio	$150.00/Each
Asphalt Core Density	$25.00/Each	Permeability, Granular Soil	$200.00/Each
MTSG Test	$50.00/Each	Permeability, Cohesive Soil	$250.00/Each
Asphalt Extraction/Gradation	$150.00/Each	Sample Prep/Remolding	$35.00/Each
Marshall Density Test	$135.00/Each	Permeability, Granular Soils	$230.00/Each
Moisture Content	$5.00/Each	Permeability, Cohesive Soils	$280.00/Each

REMARKS - Personnel charges will be based on a portal-to-portal basis; a minimum charge of 3 hours will apply for all Field Testing Services. One (1) day advance scheduling is requested for all field testing services; same-day scheduling will be subject to a premium rate of 1.3 times the standard rate. Where a support vehicle is not needed, a transportation charge of $0.50 per mile will be added for travel to and from the site, and other job related travel. Project Engineer for contract administration, scheduling, report review and consultation will be charged to all reports at a minimum rate of one half hour per report. An overtime multiplier of 1.5 will be used for services performed on Saturday, Sunday or holidays; for work scheduled outside the hours of 7:30 a.m. to 5:00 p.m.; or for more than eight (8) hours per day.

The above prices include up to four (4) copies of the report distributed as requested. Payment for invoices will be due within 15 days of receipt of invoice. Interest will be added at a rate of 1 1/2% per month of delinquency. Proposal estimates and verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

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MIDWEST ENGINEERING SERVICES, INC.
GEOTECHNICAL SERVICES STANDARD FEE SCHEDULE

ENGINEERING SERVICES

Engineering & Technical services for site reconnaissance, boring locations, field supervision, water level measurements & sampling, engineering evaluation, analysis & consultation.

Project Engineer	$70.00 Per Hour	Staff Engineer	$60.00 Per Hour
Project Manager	$60.00 Per Hour	Clerical	$25.00 Per Hour

FIELD SERVICES

Mobilization of Drilling Equip.	$175.00 Per Day	Boring Layout	$50.00 Per Hour
Support Vehicle	$50.00 Per Day	Standby & Problem Access Time	$125.00 Per Hour
All-terrain Drill Rig	$750.00 Per Day	Betonite Backfill	$1.50 Per Foot

Soil Drilling with Split-spoon (ASTM D-1586) or Shelby Tube (ASTM D-1587) sampling at 5-foot intervals:

Depth Range	Unit Charges Per Foot 3 ¼", 4 ¼ " I.D. Auger		Unit Charges Per Foot 6 ¼" I.D. Auger		Extra SS or ST Samples
	Easy Drilling*	Hard Drilling**	Easy Drilling*	Hard Drilling**	
0 - 25 ft.	$12.00	$13.00	$14.00	$16.00	$10.00
25 - 50	$13.00	$15.00	$16.00	$18.00	$14.00
50 - 75	$15.00	$18.00	$19.00	$21.00	$18.00
75 - 100	$17.00	$20.00	$24.00	$27.00	$22.00

* N-count of 40 blows or less, or Qu or Qp less than 4 tsf
** N-count greater than 40 blows, or Qu or Qp greater than 4 tsf
Drilling with 12-1/4 " I.D. Auger will be quoted upon request.

Auger Drilling without sampling	$9.00 Per Foot	Shelby Tubes, 2" diameter	$25.00 Each
Rock Coring with Diamond Bit	$55.00 Per Foot	3" diameter	$30.00 Each
Rock Boring with 3" Roller Bit	$50.00 Per Foot	Drilling mud as needed	$2.50 Per Foot
Rock Coring & Boring Set-up Charge	$250.00 Per Hole	Pavement Cold-Patch at boreholes	$25.00 Per Hole

LABORATORY TESTING

Visual Engineering Classification	$4.00 Per Test	Unconfined compression tests,	
Hand Penetrometer Test	$4.00 Per Test	remac	$5.00 Per Test
Moisture Content Test	$4.00 Per Test	without stress-strain curve	$25.00 Per Test
Organic Content Test	$30.00 Per Test	with stress-strain curve	$40.00 Per Test
Density Determination with Moisture Content	$25.00 Per Test	California Bearing Ratio (CBR)	$175.00 Per Test
Atterberg Limits Determination	$50.00 Per Test	Consolidation Test, Maximum 16 tsf	Upon Request
Grain Size Analysis, Mechanical	$65.00 Per Test	Additional Unload-Reload Points	Upon Request
Grain Size Analysis, Mechanical & Hydrometer	$75.00 Per Test	Permeability, Rigid Wall	$230.00 Per Test
Moisture Density Relationship		Permeability, Flexible Wall	$280.00 Per Test
Standard Method, ASTM D-698	$135.00 Per Test	Preparation of Shelby Tube Sample	$15.00 Per Tube
Modified Method, ASTM D-1557	$150.00 Per Test	Sample preparation/remolding	$30.00 Each

REMARKS

Charges for monitoring well installation, analytical testing services, and special equipment or sampling techniques not included herein, will be quoted upon request. Rental equipment & commercial transportation charges will be billed at cost plus 15%. A per diem charge of $150.00/day will be billed as applicable. Invoices will be submitted monthly, with payment due within 30 days of invoice date. Interest will be added at a rate of 1½% per month of delinquency. Proposal estimates & verbal quotations will remain valid for 60 days, at which time they may be subject to change or withdrawal.

GENERAL CONDITIONS
Midwest Engineering Services, Inc.
General Testing Services

Item 1. Scope of Work. MIDWEST ENGINEERING SERVICES, INC. (MES) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposal, Standard Fee Schedule, and these General conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party of entity is also considered as the client. The hiring of MIDWEST ENGINEERING SERVICES, INC. (MES) signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC. (MES)'s work. MIDWEST ENGINEERING SERVICES, INC. (MES) shall have no obligation to any party other than those expressed in this agreement.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. (MES) that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. (MES) to enter the site and conduct the work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. (MES) shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work that MIDWEST ENGINEERING SERVICES, INC. (MES) has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of MIDWEST ENGINEERING SERVICES, INC. (MES) field representatives will be for the purpose of providing observation and field testing, and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor(s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by MIDWEST ENGINEERING SERVICES, INC. (MES) personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation: implies only that MIDWEST ENGINEERING SERVICES, INC. (MES) would observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observations of the site, materials and work performed by MIDWEST ENGINEERING SERVICES, INC. (MES) or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and MIDWEST ENGINEERING SERVICES, INC. (MES)'s recommendations. No claims for loss, damage or injury shall be brought against MIDWEST ENGINEERING SERVICES, INC. (MES) by client or any third party unless all tests and observations have been so performed and unless MIDWEST ENGINEERING SERVICES, INC. (MES) recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of test used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. (MES) of any known or suspected undocumented fills, hazardous material, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC. (MES) employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC. (MES)'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC. (MES) site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. (MES) may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

Item 8. Reports and Ownership of Documents. MIDWEST ENGINEERING SERVICES, INC. (MES) will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by MIDWEST ENGINEERING SERVICES, INC. (MES) as instruments of service, shall remain the property of MIDWEST ENGINEERING SERVICES, INC. (MES), unless there are other contractual agreements.

MIDWEST ENGINEERING SERVICES, INC. (MES) well retains final reports relating to the services performed for a period of five years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to the client or his agent which are not paid for.

Item 9. Confidentiality MIDWEST ENGINEERING SERVICES, INC. (MES) shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". MIDWEST ENGINEERING SERVICES, INC. (MES) shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MIDWEST ENGINEERING SERVICES, INC. (MES) against claims or liabilities arising from performance of its services.
The technical and pricing information contained in any report or proposal submitted by MIDWEST ENGINEERING SERVICES, INC. (MES) is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MIDWEST ENGINEERING SERVICES, INC. (MES).

Item 10. Standard of Care. MIDWEST ENGINEERING SERVICES, INC. (MES) will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. (MES) are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. (MES) will not be responsible for the interpretation by others, of data obtained by MIDWEST ENGINEERING SERVICES, INC. (MES).

Item 11. Limitations of Liability. The client agrees to limit MIDWEST ENGINEERING SERVICES, INC. (MES)'s liability to the client and all parties claiming through the client or otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC. (MES)'s services, allegedly arising from MIDWEST ENGINEERING SERVICES, INC. (MES)'s professional acts or errors and omissions, to a sum not to exceed the lesser of MIDWEST ENGINEERING SERVICES, INC. (MES)'s fees for the services performed on the project, or $25,000.00, provided that such claims are not attributable to MIDWEST ENGINEERING SERVICES, INC. (MES)'s gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to $25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. (MES) or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MIDWEST ENGINEERING SERVICES, INC. (MES)'s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. MIDWEST ENGINEERING SERVICES, INC. (MES) represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MIDWEST ENGINEERING SERVICES, INC. (MES)'s employees are covered by Workman's Compensation Insurance, Certificates of insurance can be provided to the client upon written request.
MIDWEST ENGINEERING SERVICES, INC. (MES) shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. (MES) agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by officers, directors, agents, and employees, harmless from claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC. (MES)'s performance of work.

Item 13. Modifications. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. (MES) may amend or modify any aspect of this contract, unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MIDWEST ENGINEERING SERVICES, INC. (MES) shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MIDWEST ENGINEERING SERVICES, INC. (MES)'s files in order and/or to protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days at invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. (MES) at its option may terminate its services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. (MES) for all services performed prior to and for such termination.
As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. (MES) hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land and on the buildings on purchasers land. The WCLL may be put into effect if such labor and/or materials are not paid for in a timely manner, as declared in the agreement.

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of MIDWEST ENGINEERING SERVICES, INC. (MES)'s report.

MIDWEST ENGINEERING SERVICES, INC.
GEOTECHNICAL GENERAL CONDITIONS

Item 1. Scope of Work - MIDWEST ENGINEERING SERVICES, INC. shall perform services in accordance with an "agreement" made with the "client". The agreement consists of MIDWEST ENGINEERING SERVICES, INC.'s proposal, standard fee schedule, and these general conditions. The "client" is defined as the person or entity requesting and/or authorizing in this role, even if performed on behalf of another party or entity, in which case the other party or entity is considered as the client. The acceptance of MIDWEST ENGINEERING SERVICES, INC.'s proposal signifies the acceptance of the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the fee schedule or elsewhere in the agreement can be provided. The standard prices proposed for the work are predicated upon the client's acceptance of this agreement. The client shall impart the terms of this agreement to any third party to whom client releases any part of MIDWEST ENGINEERING SERVICES, INC.'s work. MIDWEST ENGINEERING SERVICES, INC. shall have no obligations to any party other than those expressed in this agreement.

Item 2. Site Access - The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to MIDWEST ENGINEERING SERVICES, INC. that all necessary permissions for MIDWEST ENGINEERING SERVICES, INC. to enter the site and conduct work have been obtained. While MIDWEST ENGINEERING SERVICES, INC. shall exercise reasonable care to minimize damage to the property, the client must realize that some damage may occur during the normal course of work. MIDWEST ENGINEERING SERVICES, INC. has not included in it's fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Utilities - In the performance of it's work, MIDWEST ENGINEERING SERVICES, INC. will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the client. The client agrees to hold MIDWEST ENGINEERING SERVICES, INC. harmless and indemnify MIDWEST ENGINEERING SERVICES, INC. from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by MIDWEST ENGINEERING SERVICES, INC. for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to MIDWEST ENGINEERING SERVICES, INC. or otherwise disclosed by the client or utility locator service. MIDWEST ENGINEERING SERVICES, INC. will be responsible for ordering the utility locator services only if expressly set forth in the scope of the proposal.

Item 4. Hazardous Materials and Conditions - Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise MIDWEST ENGINEERING SERVICES, INC. of any known or suspected documented or undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by MIDWEST ENGINEERING SERVICES, INC.'s employees or subcontractors or which in any other way may be pertinent to MIDWEST ENGINEERING SERVICES, INC.'s proposed services.

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of MIDWEST ENGINEERING SERVICES, INC.'s site personnel and/or the public. MIDWEST ENGINEERING SERVICES, INC. may, at it's option and on the basis of it's judgment and opinion, exercise such precautions to complete the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken.

MIDWEST ENGINEERING SERVICES, INC.'s work shall include visual observation and laboratory testing of subsurface water and soil samples obtained by intrusive sampling of the subsurface, for the purpose of evaluating the geotechnical characteristics of the subsoil's relative to the project. As such, MIDWEST ENGINEERING SERVICES, INC. does not create, generate, transport or at any time own or store hazardous materials in the performance of it's work. The client will take possession of and be responsible for the proper disposal of all hazardous materials including, but not limited to samples, drilling fluids and cuttings, decontamination and well development fluids, and used disposable protective gear and equipment.

Item 5. Confidentiality - MIDWEST ENGINEERING SERVICES, INC. shall hold confidential the business and technical information obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential." MIDWEST ENGINEERING SERVICES, INC. shall not disclose such information except if such disclosure is required by government statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of MIDWEST ENGINEERING SERVICES, INC. against claims or liabilities arising from performance of it's services.

Item 6. Standard of Care - MIDWEST ENGINEERING SERVICES, INC. will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil and groundwater conditions can vary between sampling points and with time, and that the interpretation of data, and opinions and recommendations made by MIDWEST ENGINEERING SERVICES, INC. are based solely on obtained data. Such limitations can result in a redirection of conclusions and interpretations where new or changed information is obtained. MIDWEST ENGINEERING SERVICES, INC. will not be responsible for the interpretation by others of data obtained by MIDWEST ENGINEERING SERVICES, INC. for the geotechnical study.

Item 7. Technical Methodology and Protocol - MIDWEST ENGINEERING SERVICES, INC. will select generally accepted methods and procedures it considers appropriate to accomplish the intended and understood purpose of it's services within the scope of this agreement, and the client signifies concurrence with these methods and procedures by acceptance of this agreement. In the event other methods or procedures are preferred by the client or considered more appropriate, a written description or designation of these must be provided prior to the execution of this agreement.

Item 8. Limitations of Liability - The client agrees to limit MIDWEST ENGINEERING SERVICES, INC.'s liability to the client and all parties claiming through the client or otherwise claiming reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, allegedly arising from MIDWEST ENGINEERING SERVICES, INC.'s professional acts or errors and omissions, to a sum not to exceed MIDWEST ENGINEERING SERVICES, INC.'s fees for the services performed on the project, provided that such claims are not attributed to MIDWEST ENGINEERING SERVICES, INC.'s gross negligence or intentional misconduct. In this later event, the limit of liability will be increased to $25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall MIDWEST ENGINEERING SERVICES, INC. or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on MIDWEST ENGINEERING SERVICES, INC.'s services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 9. Insurance and Indemnity - MIDWEST ENGINEERING SERVICES, INC. represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that MIDWEST ENGINEERING SERVICES, INC.'s employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. MIDWEST ENGINEERING SERVICES, INC. shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. MIDWEST ENGINEERING SERVICES, INC. agrees to indemnify the client from and save client harmless against any loss, damage, or liabilities stemming from acts of gross negligence by MIDWEST ENGINEERING SERVICES, INC. Except as expressly set forth in item No. 8 & 9, the client agrees to hold MIDWEST ENGINEERING SERVICES, INC., it's officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to MIDWEST ENGINEERING SERVICES, INC.'s performance of work.

Item 10. Modifications - This agreement and all attachments pursuant to this agreement represents the entire understanding between the parties, and neither the client nor MIDWEST ENGINEERING SERVICES, INC. may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supercede all prior provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 11. Payment - Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, MIDWEST ENGINEERING SERVICES, INC. at it's option may terminate it's services due to clients failure to pay when due. In the event of termination of services prior to completion, client shall compensate MIDWEST ENGINEERING SERVICES, INC. for all services performed prior to and for such termination.

As required by the Wisconsin Construction Lien Law (WCLL), MIDWEST ENGINEERING SERVICES, INC. hereby notifies purchaser that persons or companies furnishing labor or materials for construction consultation on purchaser's land may have lien rights on that land and on the buildings on purchasers land. The WCLL may be put into effect if such labor and/or materials are not paid for in a timely manner, as declared in the agreement.

PACKET: 03902 FEB 2013 COUNCIL - 2 2-20-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201301-0	ACL	R	2/20/2013		80.40CR	067267	80.40
0217	AGRI-PARTNERS COOPERATIVE							
	I-201302121896	AGRI-PARTNERS COOPERATIVE	R	2/20/2013		29.99CR	067268	
	I-201302121897	AGRI-PARTNERS COOPERATIVE	R	2/20/2013		43.99CR	067268	
	I-201302121898	AGRI-PARTNERS COOPERATIVE	R	2/20/2013		30.46CR	067268	
	I-201302121899	AGRI-PARTNERS COOP	R	2/20/2013		70.98CR	067268	175.42
0302	AIRGAS USA LLC							
	I-9011923386	AIRGAS USA LLC	R	2/20/2013		239.81CR	067269	
	I-9907018495	AIRGAS USA LLC	R	2/20/2013		120.44CR	067269	360.25
2982	ALL CITY COMMUNICATIONS							
	I-4699567-020113	ALL CITY COMMUNICATIONS	R	2/20/2013		268.72CR	067270	268.72
0007	AMBROSIUS SALES & SERVICE							
	I-68854	AMBROSIUS SALES & SERVICE	R	2/20/2013		5.47CR	067271	
	I-69063	AMBROSIUS SALES & SERVICE	R	2/20/2013		39.20CR	067271	
	I-69099	AMBROSIUS SALES & SERVICE	R	2/20/2013		15.46CR	067271	
	I-69112	AMBROSIUS SALES & SERVICE	R	2/20/2013		138.38CR	067271	198.51
6022	APPLETON POST CRESCENT							
	I-6939895	APPLETON POST CRESCENT	R	2/20/2013		517.27CR	067272	517.27
6709	ASSOC OF WI SCHOOL ADMINISTRATORS							
	I-5180145	ASSOC OF WI SCHOOL ADMINISTRAT	R	2/20/2013		179.00CR	067273	179.00
5604	AURORA BAYCARE MED CTR LLC							
	I-201302131921	AURORA BAYCARE MED CTR LLC	R	2/20/2013		386.68CR	067274	386.68
0023	BATTERIES PLUS LLC							
	I-501-383918	BATTERIES PLUS LLC	R	2/20/2013		132.10CR	067275	132.10
0027	BAY TOWEL INC							
	I-1583938	BAY TOWEL INC	R	2/20/2013		54.60CR	067276	
	I-1585786	BAY TOWEL INC	R	2/20/2013		77.66CR	067276	
	I-1587154	BAY TOWEL INC	R	2/20/2013		39.02CR	067276	
	I-1587155	BAY TOWEL INC	R	2/20/2013		53.11CR	067276	
	I-585807	BAY TOWEL INC	R	2/20/2013		116.91CR	067276	341.30
0028	BAY VERTE MACHINERY INC							
	I-193133-00	BAY VERTE MACHINERY INC	R	2/20/2013		18.13CR	067277	18.13

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1532	BOBCAT PLUS INC							
	I-IG15718	BOBCAT PLUS INC	R	2/20/2013		117.82CR	067278	117.82
0038	BROADWAY AUTOMOTIVE INC							
	I-641027P	BROADWAY AUTOMOTIVE INC	R	2/20/2013		65.26CR	067279	
	I-650831	BROADWAY AUTOMOTIVE INC	R	2/20/2013		919.27CR	067279	984.53
0039	BROOKS TRACTOR INC							
	I-D22354	BROOKS TRACTOR INC	R	2/20/2013		30.74CR	067280	30.74
0888	BROWN COUNTY HEALTH DEPT							
	I-2013-006	BROWN COUNTY HEALTH DEPT	R	2/20/2013		1,815.12CR	067281	
	I-2013-007	BROWN COUNTY HEALTH DEPT	R	2/20/2013		1,815.12CR	067281	3,630.24
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201302121900	BROWN COUNTY HIGHWAY COMMISSIO	R	2/20/2013		588.50CR	067282	588.50
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-21011	BROWN COUNTY PORT SOLID WASTE	R	2/20/2013		14,887.71CR	067283	14,887.71
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201302121901	BROWN COUNTY REGISTER OF DEEDS	R	2/20/2013		120.00CR	067284	120.00
6710	CADRE							
	I-118902	CADRE	R	2/20/2013		304.26CR	067285	304.26
0115	CARQUEST AUTO PARTS LLC							
	I-6339-162474	CARQUEST AUTO PARTS LLC	R	2/20/2013		38.08CR	067286	
	I-6339-162726	CARQUEST AUTO PARTS LLC	R	2/20/2013		86.20CR	067286	124.28
0536	CDW GOVERNMENT INC							
	I-W622576	CDW GOVERNMENT INC	R	2/20/2013		158.64CR	067287	
	I-W883257	CDW GOVERNMENT INC	R	2/20/2013		9.23CR	067287	
	I-W886489	CDW GOVERNMENT INC	R	2/20/2013		36.92CR	067287	204.79
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7985	CLEANING SOLUTION SERVICES INC	R	2/20/2013		84.08CR	067288	84.08
0075	DIGGERS HOTLINE INC							
	I-121 0 36402	DIGGERS HOTLINE INC	R	2/20/2013		15.66CR	067289	
	I-130 1 36401	DIGGERS HOTLINE INC	R	2/20/2013		129.13CR	067289	144.79

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6156	ELEMENTASTIC LLC							
	I-201302121902	ELEMENTASTIC LLC	R	2/20/2013		198.00CR	067290	198.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1526692	EMERGENCY MEDICAL PRODUCTS INC	R	2/20/2013		1,981.61CR	067291	
	I-1530233	EMERGENCY MEDICAL PRODUCTS INC	R	2/20/2013		775.05CR	067291	2,756.66
0086	EMPLOYEE RESOURCE CENTER INC							
	I-113-588	EMPLOYEE RESOURCE CENTER INC	R	2/20/2013		330.00CR	067292	330.00
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-20313-2A	ENVIROTECH EQUIPMENT CO, LLC	R	2/20/2013		223.80CR	067293	223.80
0092	FEAKER & SONS CO INC							
	I-20224	FEAKER & SONS CO INC	R	2/20/2013		2,420.00CR	067294	
	I-20226	FEAKER & SONS CO INC	R	2/20/2013		2,916.50CR	067294	5,336.50
2627	FESTIVAL FOODS INC							
	I-201302121903	FESTIVAL FOODS INC	R	2/20/2013		17.57CR	067295	17.57
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11543	FIRE APPARATUS & EQUIPMENT INC	R	2/20/2013		2,495.25CR	067296	
	I-11549	FIRE APPARATUS & EQUIPMENT INC	R	2/20/2013		85.75CR	067296	2,581.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9686984-00	FIRST SUPPLY GREEN BAY LLC	R	2/20/2013		14.18CR	067297	
	I-9731643-00	FIRST SUPPLY GREEN BAY LLC	R	2/20/2013		330.63CR	067297	
	I-9731667-00	FIRST SUPPLY GREEN BAY LLC	R	2/20/2013		330.63CR	067297	675.44
2813	FITCH INC							
	I-7119014014	FITCH INC	R	2/20/2013		11,000.00CR	067298	11,000.00
1668	FORESTRY SUPPLIERS INC							
	I-408255-00	FORESTRY SUPPLIERS INC	R	2/20/2013		382.07CR	067299	382.07
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000169009	FOX VALLEY TECHNICAL COLLEGE	R	2/20/2013		195.00CR	067300	195.00
0562	GALL'S INC							
	I-358075	GALL'S INC	R	2/20/2013		201.00CR	067301	
	I-367004	GALL'S INC	R	2/20/2013		133.50CR	067301	334.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0111	GAT SUPPLY INC							
	I-14195	GAT SUPPLY INC	R	2/20/2013		18.90CR	067302	18.90
6170	GATZ, DAN							
	I-201302121904	GATZ, DAN	R	2/20/2013		132.97CR	067303	132.97
6714	GEODECISIONS							
	I-201302131922	GEODECISIONS	R	2/20/2013		750.00CR	067304	750.00
5830	GRAEF INC							
	I-76013	GRAEF INC	R	2/20/2013		25,138.80CR	067305	25,138.80
0116	GRAINGER INC							
	I-9048432711	GRAINGER INC	R	2/20/2013		174.42CR	067306	
	I-9059301383	GRAINGER INC	R	2/20/2013		201.96CR	067306	376.38
6610	GREEN BAY GLASS INC							
	I-12850	GREEN BAY GLASS INC	R	2/20/2013		748.00CR	067307	748.00
6711	GREENFIELD, CITY OF							
	I-201302121905	GREENFIELD, CITY OF	R	2/20/2013		32.00CR	067308	32.00
3521	HD SUPPLY WATERWORKS LTD							
	I-6133623	HD SUPPLY WATERWORKS LTD	R	2/20/2013		78.40CR	067309	78.40
6715	HOCKERS PLUMBING INC.							
	I-27226	HOCKERS PLUMBING INC.	R	2/20/2013		805.00CR	067310	805.00
5592	HY-TEST SAFETY SHOE SERVICE INC							
	I-40061	HY-TEST SAFETY SHOE SERVICE IN	R	2/20/2013		800.00CR	067311	
	I-40061 B	HY-TEST SAFETY SHOE SERVICE IN	R	2/20/2013		197.99CR	067311	997.99
5484	HYDRO DESIGNS INC							
	I-28396-IN	HYDRO DESIGNS INC	R	2/20/2013		2,876.00CR	067312	
	I-28425-IN	HYDRO DESIGNS INC	R	2/20/2013		1,657.00CR	067312	4,533.00
1399	INDOFF INC							
	C-2223969	INDOFF INC	R	2/20/2013		16.67	067313	
	I-2218844	INDOFF INC	R	2/20/2013		151.20CR	067313	
	I-2221137	INDOFF INC	R	2/20/2013		564.20CR	067313	
	I-2222410	INDOFF INC	R	2/20/2013		467.75CR	067313	
	I-2222688	INDOFF INC	R	2/20/2013		7.16CR	067313	
	I-2223509	INDOFF INC	R	2/20/2013		67.80CR	067313	
	I-2223515	INDOFF INC	R	2/20/2013		37.99CR	067313	
	I-2230095	INDOFF INC	R	2/20/2013		367.00CR	067313	
	I-2230258	INDOFF INC	R	2/20/2013		103.68CR	067313	1,750.11

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2602	JOSSART BROTHERS INC							
	I-18096	JOSSART BROTHERS INC	R	2/20/2013		3,019.00CR	067314	3,019.00
1276	JX ENTERPRISES INC							
	I-D-230280131	JX ENTERPRISES INC	R	2/20/2013		580.00CR	067315	
	I-D-230300003	JX ENTERPRISES INC	R	2/20/2013		5.62CR	067315	
	I-D-230300074	JX ENTERPRISES INC	R	2/20/2013		32.00CR	067315	
	I-D-230300132	JX ENTERPRISES INC	R	2/20/2013		83.38CR	067315	
	I-D-230310028	JX ENTERPRISES INC	R	2/20/2013		24.00CR	067315	
	I-D-230350021	JX ENTERPRISES INC	R	2/20/2013		164.21CR	067315	
	I-D-230360027	JX ENTERPRISES INC	R	2/20/2013		64.90CR	067315	
	I-D-230360044	JX ENTERPRISES INC	R	2/20/2013		5.62CR	067315	
	I-D-230360068	JX ENTERPRISES INC	R	2/20/2013		68.00CR	067315	1,027.73
3140	KUNDINGER FLUID POWER INC							
	I-50222350	KUNDINGER FLUID POWER INC	R	2/20/2013		722.95CR	067316	722.95
5303	LAKE AREA PUBLIC WKS ASSOC							
	I-201302121906	LAKE AREA PUBLIC WKS ASSOC	R	2/20/2013		65.00CR	067317	65.00
0156	LAWSON PRODUCTS INC							
	I-1100459	LAWSON PRODUCTS INC	R	2/20/2013		563.57CR	067318	563.57
6198	MAILFINANCE							
	I-H3784542	MAILFINANCE	R	2/20/2013		89.00CR	067319	89.00
6270	MASIMO AMERICAS INC							
	I-QUOTE 67664	MASIMO AMERICAS INC	R	2/20/2013		297.00CR	067320	297.00
3216	ALAN MATZKE							
	I-201302131907	ALAN MATZKE	R	2/20/2013		68.88CR	067321	68.88
2713	MAU & ASSOCIATES							
	I-20764	MAU & ASSOCIATES	R	2/20/2013		1,100.00CR	067322	1,100.00
2012	DONALD MELICHAR							
	I-201302131908	DONALD MELICHAR	R	2/20/2013		29.01CR	067323	29.01
0173	MENARDS INC							
	C-13262	MENARDS INC	R	2/20/2013		14.99	067324	
	I-13224	MENARDS INC	R	2/20/2013		65.05CR	067324	
	I-13263	MENARDS INC	R	2/20/2013		1.90CR	067324	
	I-13690	MENARDS INC	R	2/20/2013		78.28CR	067324	
	I-13975	MENARDS INC	R	2/20/2013		115.04CR	067324	
	I-21717	MENARDS INC	R	2/20/2013		17.45CR	067324	262.73

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3125	MORTON SALT INC							
	I-5400085621	MORTON SALT INC	R	2/20/2013		7,830.74CR	067325	7,830.74
0531	NORTHEAST AUTO PARTS INC							
	I-275729	NORTHEAST AUTO PARTS INC	R	2/20/2013		10.55CR	067326	
	I-275956	NORTHEAST AUTO PARTS INC	R	2/20/2013		36.58CR	067326	47.13
6260	NORTHERN SOUND & VIDEO LLC							
	I-1248	NORTHERN SOUND & VIDEO LLC	R	2/20/2013		936.58CR	067327	936.58
0187	NSIGHT TELSERVICES							
	I-201302131909	NSIGHT TELSERVICES	R	2/20/2013		64.40CR	067328	64.40
6686	OFFICE FURNITURE OUTLET OFO INC							
	I-4434	OFFICE FURNITURE OUTLET OFO IN	R	2/20/2013		121.33CR	067329	121.33
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1880343	OVERHEAD DOOR CO OF GREEN BAY	R	2/20/2013		1,239.50CR	067330	1,239.50
5222	P J KORTENS & CO INC							
	I-10014688	P J KORTENS & CO INC	R	2/20/2013		730.00CR	067331	
	I-10014699	P J KORTENS & CO INC	R	2/20/2013		522.50CR	067331	1,252.50
5469	PERFORMANCE DIESEL LLC							
	I-31975	PERFORMANCE DIESEL LLC	R	2/20/2013		96.18CR	067332	96.18
6126	PM SUPPLY AND POOL SERVICE LLC							
	I-33397	PM SUPPLY AND POOL SERVICE LLC	R	2/20/2013		236.41CR	067333	236.41
0220	QUILL CORP							
	I-8931294	QUILL CORP	R	2/20/2013		60.35CR	067334	60.35
5973	RAE-COR DISTRIBUTING INC							
	I-45314	RAE-COR DISTRIBUTING INC	R	2/20/2013		491.02CR	067335	491.02
1359	RAY O'HERRON CO INC							
	I-66808-IN	RAY O'HERRON CO INC	R	2/20/2013		343.95CR	067336	343.95
0227	REINDERS INC							
	I-1418357-00	REINDERS INC	R	2/20/2013		74.17CR	067337	74.17
0222	RNOW INC							
	I-2013-43335	RNOW INC	R	2/20/2013		127.69CR	067338	127.69

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0235	SAINT VINCENT HOSPITAL							
	I-34116	SAINT VINCENT HOSPITAL	R	2/20/2013		29.71CR	067339	29.71
0242	SCOTT CONSTRUCTION INC							
	I-10406MB	SCOTT CONSTRUCTION INC	R	2/20/2013		2,409.59CR	067340	2,409.59
4094	STATE BAR OF WISCONSIN							
	I-476755	STATE BAR OF WISCONSIN	R	2/20/2013		34.92CR	067341	34.92
0255	STELLPFLUG LAW SC							
	I-406-01M (202)	STELLPFLUG LAW SC	R	2/20/2013		1,660.15CR	067342	1,660.15
6712	SUPERIOR CRANE CORP							
	I-109099	SUPERIOR CRANE CORP	R	2/20/2013		390.00CR	067343	390.00
0771	T G W INC OF WISCONSIN							
	I-22221	T G W INC OF WISCONSIN	R	2/20/2013		356.00CR	067344	356.00
3990	TDS METROCOM LLC							
	I-201302131920	TDS METROCOM LLC	R	2/20/2013		214.21CR	067345	214.21
0268	TRUCK EQUIPMENT INC							
	I-7544	TRUCK EQUIPMENT INC	R	2/20/2013		183.80CR	067346	183.80
0272	UNIFORM SHOPPE INC							
	I-217053	UNIFORM SHOPPE INC	R	2/20/2013		143.90CR	067347	
	I-217343	UNIFORM SHOPPE INC	R	2/20/2013		179.90CR	067347	
	I-217505	UNIFORM SHOPPE INC	R	2/20/2013		79.95CR	067347	
	I-217506	UNIFORM SHOPPE INC	R	2/20/2013		13.90CR	067347	
	I-217507	UNIFORM SHOPPE INC	R	2/20/2013		63.55CR	067347	
	I-217642	UNIFORM SHOPPE INC	R	2/20/2013		1,519.80CR	067347	
	I-217676	UNIFORM SHOPPE INC	R	2/20/2013		109.98CR	067347	
	I-217693	UNIFORM SHOPPE INC	R	2/20/2013		10.00CR	067347	2,120.98
0620	VALLEY RADIATOR INC							
	I-25537	VALLEY RADIATOR INC	R	2/20/2013		75.00CR	067348	75.00
3085	VANDERLOOP'S SHOES INC							
	I-C0024755	VANDERLOOP'S SHOES INC	R	2/20/2013		1,884.00CR	067349	
	I-C0024755 B	VANDERLOOP'S SHOES INC	R	2/20/2013		298.00CR	067349	
	I-CW018876	VANDERLOOP'S SHOES INC	R	2/20/2013		99.00CR	067349	2,281.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0282	WESCO DISTRIBUTION INC							
	I-131097	WESCO DISTRIBUTION INC	R	2/20/2013		83.07CR	067350	83.07
1181	WI PARK AND RECREATION ASSOC							
	I-23976	WI PARK AND RECREATION ASSOC	R	2/20/2013		70.00CR	067351	
	I-23977	WI PARK AND RECREATION ASSOC	R	2/20/2013		70.00CR	067351	
	I-23978	WI PARK AND RECREATION ASSOC	R	2/20/2013		75.00CR	067351	
	I-23982	WI PARK AND RECREATION ASSOC	R	2/20/2013		70.00CR	067351	285.00
6087	WISCOMM LLC - WISCOMM.COR							
	I-1110	WISCOMM LLC - WISCOMM.COR	R	2/20/2013		1,326.00CR	067352	1,326.00
6656	ZENITH TECH INC.							
	I-504118 (4)	ZENITH TECH INC.	R	2/20/2013		110,000.00CR	067353	110,000.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	87	0.00	224,887.86	224,887.86
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:	87	0.00	224,887.86	224,887.86

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2013	57,165.35CR
201	2/2013	352.76CR
208	2/2013	33.47CR
209	2/2013	936.58CR
235	2/2013	135,138.80CR
260	2/2013	30.00CR
280	2/2013	5,530.00CR
285	2/2013	1,430.00CR
290	2/2013	1,955.00CR
405	2/2013	3,245.00CR
601	2/2013	18,105.49CR
650	2/2013	965.41CR
ALL		224,887.86CR

CITY OF DE PERE - FEBRUARY 20, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	BRANTLEY, JAMEN R.	3107 RIVERSIDE DR.	GREEN BAY	WI	54301
2	ELLSWORTH, CHARITY A.	533 BADER ST.	GREEN BAY	WI	54302
3	FAWCETT, RYAN T.	3233 PIONEER DR.	GREEN BAY	WI	54313
4	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
5	SULENTIC, SARAH E.	703 FREDRICK ST., APT. 1	GREEN BAY	WI	54313
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	ACHTEN, JAY G.	1190 DREWS DR.	DE PERE	WI	54115
2	BUSSIERE, ANDY W.	745 SIMONET CT.	GREEN BAY	WI	54301
3	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ADDIE, CHELSEY L.	435 S. ST. BERNARD DR.	DE PERE	WI	54115
2	HEATH, MICHELE L.	527 COTTAGE GROVE	GREEN BAY	WI	54304
3	HOFFMAN, PATRICK R.	1565 RED MAPLE RD.	DE PERE	WI	54115
4	JOHNSTON, CAITLYNN B.	6778 DUESTER ST., APT. B	GREENLEAF	WI	54126
5	JOSEPHS, LAURA L.	1721 S. NORWOOD AVE.	GREEN BAY	WI	54304
6	KOHLWEY, JULIE E.	621 SHADY RIDGE CT.	GRAFTON	WI	53024
7	LUECKE, LINDA S.	421 S. ONTARIO ST.	DE PERE	WI	54115
8	MENACHER, KARISSA M.	719 S. OAKLAND AVE.	GREEN BAY	WI	54304
9	OLSON, HEIDI A.	707 KNOLL TER.	DE PERE	WI	54115