

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 5, 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 99 AT&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 January 15, 2013 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Presentation on Advance activities.
6. Recommendation from the Plan Commission to approve:
 - A. CSM application for a two lot CSM at 647 Black Earth Drive.
 - B. CSM application for a single lot CSM at the Saint Norbert College Science Center.
 - C. Extraterritorial CSM application for:
 - i. One lot CSM at 5340 Sportsman Drive – Town of Ledgeview.
 - ii. Two lot CSM on Grant and Mid Valley Road, Parcel L-344-6.
7. Recommendation from the License Committee to schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the following:
 - A. Class B Retail License for the sale of fermented malt beverages and intoxicating liquors issued to Kathleen Jean Broder and Scott Michael Marotz, Partnership.
 - B. Class A Retail License for the sale of fermented malt beverages issued to De Pere Service Center, Inc.
 - C. Operators License issued to James Mueller.
8. Ordinance #13-06, Repealing Sexual Offender Residency Restrictions.
9. Resolution 13-12, Disallowance of Claim (Kathleen Ebben).
10. Resolution #13-13, Authorizing Parish Facility Use Agreement With Our Lady Of Lourdes Parish.
11. Resolution #13-14, Approving Agreement For Consulting Services Between The City Of De Pere And Troy Westrum, Inc. (Leak Detection Survey).
12. Appointment by Mayor Walsh to the Plan Commission.

13. Discussion regarding the status of the De Pere Riverwalk phase two construction.
14. Voucher approval.
15. Applications for Operator's Licenses.
16. Future agenda items.
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).

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.

18. 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 4, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Plan Commission Recommendations:

HILLCREST LUMBER

MAU AND ASSOCIATES

MARK DUGRE

HARRIS & ASSOC

RICHARD HUXFORD

FRED MONIQUE

TROY WESTRUM, INC.

KATHLEEN EBBEN

OUR LADY OF LOURDES PARISH

KATHLEEN JEAN BRODER

SCOTT MICHAEL MAROTZ

DE PERE SERVICE CENTER, INC.

JAMES MUELLER

STEVE BIEDA

ROBERT HARRIS

ADVANCE

TROY WESTRUM

KEITH JOSEPH

BRUNETTE

2986 CTH PP

400 SECURITY BLVD

15026 MARIBL RD

2718 N MEADE ST

2589 OAK RIDGE CIR

ADVANCEGREENBAY.ORG

3226 360TH STREET

645 S. SUPERIOR STREET

1307 LOURDES

12132 VELD AVE.

12132 VELD AVE.

1258 CORNFLOWER CT.

1500 CAROLE LANE

DE PERE, WI 54115

GREEN BAY, WI 54313

MARIBEL, WI 54227

APPLETON, WI 54911

DE PERE, WI 54115

STRATFORD, IA 50249

DE PERE, WI 54115

DE PERE, WI 54115

GREEN BAY, WI 54313

GREEN BAY, WI 54313

DE PERE, WI 54115

GREEN BAY, WI 54313

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – JANUARY 15, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, January 15, 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 James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. Alderperson Kevin Bauer arrived at 7:34 p.m. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Boyd, to approve the minutes of the January 2, 2013 meeting. Upon vote, the minutes were approved 7-0. Alderperson Bauer arrived after the minutes were approved.

PUBLIC HEARING

4A. Public Hearing on a rezoning request and General Development Plan for a proposed Walgreens located on the northeast corner of S. Broadway and Wisconsin Street was presented. Deputy Clerk Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on December 27, 2012 and January 3, 2013.

4B. City Planner Ken Pabich gave a project overview and stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak. The following individuals came forward to speak on the rezoning request and General Development Plan for a proposed Walgreens located on the northeast corner of S. Broadway and Wisconsin Street:

Mike Fleck, 1402 Charles St., member of the Historical Preservation Commission, spoke in opposition stating the Commission had voted 5-1 against the General Development Plan. Mr. Fleck professionally and personally emphasized the word preservation in the Historical Preservation Commission name. He also has concerns regarding the traffic potentially caused by this project and asked for a traffic-safety study.

Gene Hackbarth, 933 Oakdale Ave., spoke in opposition providing historical information regarding potential destruction of 129 S. Broadway St. Mr. Hackbarth asked if it must be destroyed that sustainability and the recycling of materials be taken into consideration.

Brian Ritter, 144 Crestview Ln., spoke in support of Economic Development.

Marc Brummel, Brummel Architectural Group, 107 N. Broadway St., spoke in opposition stating it was a poor development plan and that the elevation illustrations do not give a good picture of the project.

Mary Jane Herber, Historic Preservation Commission Chair, spoke in opposition stating the Commission has voted 5-1 declining to approve the General Development Plan. Ms. Herber explained the purpose of a Historic Preservation Commission and their responsibilities.

Kathy Hackbarth, 933 Oakdale Ave., spoke in opposition stating there was really an oxymoron tonight regarding discussion on the utilization of former Claude-Allouez Bridge approach and the potential destruction of 129 S. Broadway St.

Lois Wessel, 1526 Fox Ridge Ct., spoke in opposition giving an example of Grafton vs. Cedarburg. She has had contact with people from Grafton who wish now that they had not destroyed some of their historical buildings whereas Cedarburg has kept their historical buildings.

Mike Weiss, 521 N. Wisconsin St., spoke in opposition of the General Development Plan and questioned how many types of pharmacies can our community support?

Mayor Walsh closed the public hearing.

4C. After the hearing was held, Ordinance #13-04, Rezoning Certain Property (Parcels ED-814, ED-821, ED-821-1, ED-823, ED-825, ED-833-1 and a portion of ED-818) was presented. Alderperson Boyd moved, seconded by Alderperson Donovan, to approve the General Develop Plan and the Rezoning. Discussion followed.

Alderperson Boyd stated he moved for approval to allow for discussion. Alderperson Boyd asked for clarification as to what they are really voting on tonight. Ken Pabich, City Planner explained voting would be on approving the overlay district and the General Development Plan. Approving these items would be considered intent to approve a precise implementation plan in the future. Discussion followed.

Alderperson Robinson moved, seconded by Alderperson Crevier to open the meeting to the public. Upon vote, motion carried unanimously.

Mark Lake and Steven Rolfe of Midland Commercial Development Corporation provided information on the proposed Walgreens answering questions from the Common Council.

Alderperson Robinson moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Discussion followed.

Alderperson Donovan moved, seconded by Alderperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously. Mary Jane Herber spoke for a second time in opposition of the project explaining the Historic Preservation Commission's role. Alderperson Crevier moved, seconded by Alderperson Robinson to close the meeting. Upon vote, motion carried unanimously.

Alderperson Boyd and Alderperson Donovan rescinded their previous motion to approve the General Development Plan and the rezoning. Alderperson Robinson moved, seconded by Alderperson Donovan to refer back to staff. Upon vote, motion carried unanimously. Discussion followed.

PUBLIC HEARING

5A. Public Hearing to amend Revolving Loan Fund Manual was presented. Deputy Clerk Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on January 3, 2013.

5B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

5C. After the hearing was held, Resolution #13-03, Approving Revised City Of De Pere Revolving Loan Fund Manual was presented. Alderperson Robinson moved, seconded by Alderperson Lueck, to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. None.

Mayor Walsh moved Items 18 and 17 as follows:

*18. Discussion regarding possible referendum to determine utilization of former Claude-Allouez Bridge approach was requested to be brought forward by Alderperson Kathy Van Vonderen. Alderperson Van Vonderen stated it is important for the City of De Pere residents to voice their opinion on the use of the

former Claude-Allouez Bridge approach and the way to do that is through a referendum. Discussion followed. Alderperson Van Vonderen moved, seconded by Alderperson Kneiszel to open the meeting. Upon vote, motion carried unanimously. The following individuals spoke as follows:

Marlin Huppert, 873 W. St. Francis Rd., stated the City would be making a big mistake by not purchasing the former Claude-Allouez Bridge approach and making it available for public use.

Maureen Vanden Hogen, 405 Franklin St., has previously spoke to the City about acquiring the property and asked again that the City please acquire the property in order to have control of the property.

Marc Brummel, Brummel Architectural Group, 107 N. Broadway St., said he is willing to show options in 3-dimensional diagrams to the new alderpeople as shown to previous alderpeople. His belief is a street terminated at a river should never be met by a building as indicated in examples he has provided in the past. Mr. Brummel supports it being used as public space.

David Duquette, 720 N. Broadway St., is in support of a simple referendum.

Joe Seroogy, Seroogy's, 144 N. Wisconsin St. is in support of a simple referendum to take ownership and leave it sit for a while if we need to until a good decision can be made.

Steven Lepak, 915 N. Broadway St., spoke in support of acquiring the property most importantly maintaining the vista.

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

Mayor Walsh stated this was on the agenda for discussion and there was no motion.

*17. Report on sex offender ordinance impact was presented by Police Chief Beiderwieden and Jed Neuman, Supervisor of the Wisconsin Department of Corrections Sex Offender Unit.

Chief Beiderwieden's report included statistics and an explanation of the address checking process. Discussion followed.

Jed Neuman, Supervisor of the Wisconsin Department of Corrections Sex Offender Unit explained why a sex offender ordinance can make it more difficult to keep track of the registered sex offender's location. Mr. Neuman stated the ordinances compromise what agents can do and actually have a counter effect. Discussion followed.

Alderperson Crevier requested the ordinance be placed on a future agenda to rescind.

Mayor Walsh called a short recess at 10:37 p.m. Resumed at 10:45 p.m.

7. Recommendations from the Board of Public Works were presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Item 7A. Shared sanitary lateral to 311 Grant Street and 306 Third Street. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Crevier to approve Item 7B. Award Project 12-15A Sewer Cleaning and Televising. Upon roll call vote, motion carried unanimously.

8. Ordinance #13-05, Amending Chapter 62 De Pere Municipal Code (Electrical Code) was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier to approve the ordinance. Upon vote, motion carried unanimously.

9. Resolution #13-04, Introduction Of Resolution Regarding The Vacation Of Charles Street Right-Of-Way And Alleyway Adjacent Thereto (between Broadway and Wisconsin Streets) (refer to public hearing) was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to refer back to staff. Upon vote, motion carried unanimously.

10. Resolution #13-05, Authorizing Façade Improvement Grant To Lawrence Fisette (705 George Street). was presented. Alderperson Van Vonderen moved, seconded by Alderperson Kneiszel to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

11. Resolution #13-06, Authorizing Revocable Occupancy Permit (Schleis Properties, LLC) was presented. Alderperson Boyd moved, seconded by Alderperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution #13-07, Approving Agreement For Engineering Services Between The City Of De Pere And Robert E. Lee & Associates, Inc. (Hemlock Creek Pedestrian Crossing) was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the resolution. Upon roll call vote, motion carried unanimously.

13. Resolution #13-08, Approving Agreement For Engineering Services Between The City Of De Pere And Robert E. Lee & Associates, Inc. (Water Tower Reconditioning and Inspection) was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

14. Resolution #13-09, Authorizing Amendment To Software Service Agreement With IQM2 was presented. Alderperson Donovan moved, seconded by Alderperson Robinson to approve the resolution. Discussion followed. Pete Smith, IT Administrator answered the Council's questions. Upon roll call vote, motion carried unanimously.

15. Resolution #13-10, Authorizing Division Of Public Health Contract Agreement DPH Contract #22026 was presented. Alderperson Robinson moved, seconded by Alderperson Donovan to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

16. Resolution #13-11, Authorizing Second Amendment To Agreement For Auditing Services Between The City Of De Pere And Schenck, S.C. was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the resolution. Discussion followed. Upon roll call vote, motion carried 7-1 with Alderperson Robinson voting nay.

(Item #17 & 18 were moved to follow Item # 6 – note order of #6, 18, 17, 7...)

19. City Administrator Larry Delo provided an update on the De Pere Riverwalk phase two construction. Discussion followed.

20. Appointment of Connie O'Brien to the Housing Authority by the Mayor. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the appointment. Upon vote, motion carried unanimously.

21. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the vouchers. Upon vote, motion carried unanimously.

22. Applications for Operator's Licenses were presented.

CITY OF DE PERE - January 15, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	JANSE-VREELING, AMANDA M.	463 N. CREST STREET	HORTONVILLE	WI	54944
2	JONES, BRENDEN J.	1354 S. NINTH STREET	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ADHIKAR, SHARADA	1305 LUCERNE DRIVE, #1	MENASHA	WI	54952
2	ANDERSON, RACHEL M.	630 HELENA STREET	DE PERE	WI	54115
3	BRUINOOG, LAURIE L.	212 BELLEVUE STREET	GREEN BAY	WI	54302
4	HILDRETH, KENDRA IRENE	418 LILAC LANE	DE PERE	WI	54115
5	NICKLAS, PEGGY S.	701 OAK STREET	DE PERE	WI	54115
6	NEUGENT, REBECCA L.	1929 BUNKER HILL COURT	DE PERE	WI	54115
7	ROBINSON, CLAUDE J.	1437 S. CHESTNUT AVENUE	GREEN BAY	WI	54304
8	SCHULTZ, KAY L.	3506 LAYDEN DRIVE, APT 8	DE PERE	WI	54115

Aldersperson Kneiszel moved, seconded by Aldersperson Boyd to approve previously tabled operator license applications #1 and 2. Upon vote, motion carried unanimously. Aldersperson Kneiszel moved, seconded by Aldersperson Boyd to approve regular operator license applications #1-6 and 8, and to table #7. Upon vote, motion carried unanimously.

23. Future Agenda Items. None.

Upon motion by Aldersperson Van Vonderen, seconded by Aldersperson Bauer, the Common Council adjourned at 10:55 p.m.

Respectfully submitted,
Vicki L. Scray, Deputy Clerk

MEMORANDUM**CITY OF DE PERE**

TO: Members of the Common Council

FROM: Ken Pabich, Director of Planning & Economic Development

RE: Recommendation from the Plan Commission

DATE: February 1, 2013

The Plan Commission recommends approval of the following CSM applications:

- A. Two lot CSM at 647 Black Earth Drive.
- B. Single lot CSM at the Saint Norbert College Science Center.
- C. Extraterritorial CSM at 5340 Sportsman Drive – Town of Ledgeview.
- D. Extraterritorial CSM on Grant and Mid Valley Road, Parcel L-344-6.

LICENSE COMMITTEE RECOMMENDATIONS

February 5, 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 5, 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 Kathleen Jean Broder and Scott Michael Marotz, Partnership.
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 Service Center, Inc., Agent: Keith Joseph Brunette.
3. Schedule an evidentiary hearing before the Common Council to consider the suspension or revocation of the Operator License issued to James Mueller.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 24, 2013

Subject: Pre-Hearing Request for Replay Sports Bar

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 the Replay Sports Bar, 1731 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:

July 6, 2012

- At approximately 10:49 pm, confidential informant #112 (CI 112), a 20 year old, and confidential informant #123 (CI 123), a 19 year old, entered the Replay Sports Bar as part of the operation to purchase alcohol.
- CI 112 and CI 123 ordered a Malibu and Coke each.
- The seller, identified as Mr. William Hill, a bartender working at the establishment, asked for identification right away, examined the ID's and then gave them back to the CI's.
- The seller served the ordered drinks and the CI's paid \$10.00

- CI 112 and CI 123 left the establishment at 11:05 pm.

Action Taken: Citations for selling alcohol to an underage person were issued to the license holder, Scott Merotz, and to the seller, William Hill. Training was offered to Mr. Merotz.

December 13, 2012

- At approximately 6:58 pm, confidential informant #112 (CI 112), a 20 year old, and confidential informant #123 (CI 123), a 19 year old, entered the Replay Sports Bar as part of the operation to purchase alcohol.
- CI 112 and CI 123 ordered a Malibu and Coke each.
- The seller, identified as Mr. Bradley Erickson, a bartender working at the establishment, asked for identification and examined the ID's.
- Seller stated to CI's after looking at the dates of birth on the ID's, "God I'm old."
- Seller served the ordered drinks and CI's paid \$7.00.
- CI 112 left the establishment at 7:12 pm.

Action Taken: Citations for selling alcohol to an underage person were issued to the license holder, Kathleen Broder, (second offense) and to the seller, Bradley Erickson (first offense). Training was offered to Ms. Broder.

In both operations, the bartenders rightfully looked at the identifications, but in both cases, with two different bartenders, the identifications were dismissed and the sale of alcohol was permitted.

ADDITIONAL INFORMATION: The police department has been investigating an alleged sexual assault that was reported to start at the Replay Sports Bar. Although the details of the complaint cannot be released at this time, the alleged victim and victim's companion were both 20 years old and drinking in the bar with 3 additional witnesses confirming this information independently. The date of this case was August 12, 2012. No citations issued as of this date. Case is pending.

On August 20, 2012, the Detective Sergeant investigating the alleged sexual assault went to Replay Sports Bar to conduct follow up and interviews. He immediately discovered there was no licensed operator on premises with three customers in the bar. A citation was issued for this violation.

On September 29, 2012, department personnel were conducting a regular bar check and discovered there was no licensed operator on-duty, but one off-duty licensed operator was present at the bar. There was a claim of a training scenario which could not be disproved, and a warning was given to, and personal discussion was had with, the license holder.

Although offered on numerous occasions, Replay Sports Bar has not requested training for employees.

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 23, 2013

Subject: Pre-Hearing Request for De Pere Mobil

I am requesting a pre-hearing for violations observed during two compliance checks by De Pere police officers on July 26, 2012 and December 7, 2012 at the De Pere Mobil 746 Main 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:

July 26, 2012

- At approximately 7:15pm, confidential informant #123 (CI 123), a 19 year old, entered the De Pere Mobil as part of the operation to purchase alcohol.
- CI 123 took a six-pack of Bud Light to the front checkout counter and paid \$6.11 purchasing the alcohol.
- The seller, identified as Mr. James Mueller, a clerk working at the establishment, did not ask for identification or question the age of the CI 123.
- The seller asked the CI 123 if "there was any cops outside?"
- The seller stated to CI 123 "I hope that wasn't a sting."

- CI 123 left establishment at 7:22pm with alcohol.

Action Taken: Citations for selling alcohol to an underage person were issued to the license holder, Keith Brunette, and to the seller, James Mueller.

December 7, 2012

- At approximately 4:33, confidential informant #112 (CI 112), a 20 year old, entered the De Pere Mobil 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 \$10.33 purchasing the alcohol.
- The seller, identified as Mr. James Mueller, stated to CI 112 "I am not going to card you."
- Seller then asked CI 112, "You old enough?" CI 112 replied, "No I am not."
- Seller asked CI 112 where I.D. was, and CI 112 produced real identification.
- Seller stated "I've sold to you before," to which CI 112 replied, "No."
- Seller smiled and said \$10.33 (allowing the sale).
- A different employee was nearby playing a slot machine and said to the Seller, "Cops were doing a sting." Seller replied "Yea, I know, I just got done paying off my last citation for selling."
- CI 112 left the establishment at 4:39pm.

Action Taken: Citations for selling alcohol to an underage person (second offense) were issued to the license holder, Keith Brunette, and to the seller, James Mueller.

Prior to the first citations, training was offered twice in the two letters sent to the license holders. De Pere Mobil 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.

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 23, 2013

Subject: Pre-Hearing Request for Licensed Operator James Mueller

I am requesting a pre-hearing for violations observed during two compliance checks by De Pere police officers on July 26, 2012 and December 7, 2012 at the De Pere Mobil 746 Main Ave. and the actions by seller James Mueller

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:

July 26, 2012

- At approximately 7:15pm, confidential informant #123 (CI 123), a 19 year old, entered the De Pere Mobil as part of the operation to purchase alcohol.
- CI 123 took a six-pack of Bud Light to the front checkout counter and paid \$6.11 purchasing the alcohol.
- The seller, identified as Mr. James Mueller, a clerk working at the establishment, did not ask for identification or question the age of CI 123.
- The seller asked CI 123 if "there was any cops outside?"

- The seller stated to CI 123 "I hope that wasn't a sting."
- CI 123 left establishment at 7:22pm with alcohol.

Action Taken: Citations for selling alcohol to an underage person were issued to the license holder, Keith Brunette, and to the seller, James Mueller.

December 7, 2012

- At approximately 4:33, confidential informant #112 (CI 112), a 20 year old, entered the De Pere Mobil 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 \$10.33 purchasing the alcohol.
- The seller, identified as Mr. James Mueller, stated to CI 112 "I am not going to card you."
- Seller then asked CI 112, "You old enough?" CI 112 replied, "No I am not."
- Seller asked CI 112 where I.D. was, and CI 112 produced real identification.
- Seller stated "I've sold to you before," to which CI 112 replied, "No."
- Seller smiled and said \$10.33 (allowing the sale).
- A different employee was nearby playing a slot machine and said to the Seller, "Cops were doing a sting." Seller replied "Yea, I know, I just got done paying off my last citation for selling."
- CI 112 left the establishment at 4:39pm.

Action Taken: Citations for selling alcohol to an underage person (second offense) were issued to the license holder, Keith Brunette, and to the seller, James Mueller.

Mr. Mueller knew full well what the consequences were by selling indicated by his comments on July 26, 2012 asking if "there was any cops outside?" A citation was issued, and Mr. Mueller was talked to by the management of the De Pere Mobil. On December 7, 2012, the actions by Mr. Mueller were even bolder as he asked if the CI was old enough, and after hearing the CI was not, asked for ID, received a real ID and then after looking at it sold alcohol to an underage person. He was even warned at the moment of sale by a fellow employee that there was a police sting going on.

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 5th day of February, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Sexual Offender Residency Restriction Ordinance Repeal
Date: January 30, 2013

Aldersperson Crevier requested that an ordinance repealing the City's sex offender residency ordinance (§8-18.3 De Pere Municipal Code) be placed on the February 5, 2013 Common Council agenda. The attached Ordinance #13-06 accomplishes the repeal of residency restrictions. It retains the Sex Offender Advisory Board (comprised to provide the Police Chief with advice on sex offender notification parameters) and retains the Designated Offender Appeal Board (to hear appeals from designated offenders who wish to be within the child safety zones under §8.18.2, the Sex Offender Loitering Prohibition Ordinance.)

Attached you will find both a red-lined version of our current ordinance showing the changes made in the repeal of the residency restrictions and a copy of the current ordinance.

If you have any questions regarding this matter, please feel free to call me at 339-4042.

JSL:jld

Attachment

cc: Lawrence Delo, City Administrator
Derek Beiderwieden, Police Chief

H:\jdupont\Memos\2013\Mayor & CC-offender residency repeal- 1-30-13-148-002-12.docx

Sec. 8-18.3. - Sexual-offender residency restrictions. Advisory Board for the notification of designated offender residency.

(a) *Intent.* Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present a threat to the public safety. It is the intent of this section 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 and sexual predators are prohibited from establishing a residence~~ 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.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the following meanings:

Child means a person under the age of 17.

Designated offender means any person who is required to register under Wis. Stats. §301.45.

Prohibited residence zone means all real property which has a property line located within 500 feet from a property line of any school, licensed day care center, park, trail, playground, place of worship, or any other place designated by further resolution of the common council as a place where children are known to congregate. The city clerk-treasurer shall maintain an official map showing the prohibited residence zone.

Residence means any premises where the person abides or lodges, for four or more days in a 30-day period.

~~(c) *Designated offender residence and activity restrictions; exemption.*~~

~~(1) *Prohibited location of residence.* A designated offender may not establish a residence within the prohibited residence zone. Each day a person maintains a residence in violation of this paragraph constitutes a separate violation.~~

~~(2) *Exemptions.* A designated offender residing within a prohibited residence zone does not commit a violation of this section if any of the following apply:~~

~~A. The designated offender reported and registered the residence pursuant to Wis. Stat. § 301.45 before date ordinance executed.~~

~~B. The prohibited residence zone was created after the designated offender reported and registered the residence pursuant to Wis. Stat. § 301.45.~~

~~C. The designated offender's parents, spouse, or children established the residence at least two years before the designated offender established residence at the location.~~

~~D. The residence is a facility which only temporarily houses individuals who have a medical, alcohol, or drug treatment need, and the designated offender is receiving such treatment.~~

~~(d) Property owners prohibited from renting real property to designated offenders.~~

~~(1) No person may let or rent a premise within a prohibited residence zone to a designated offender, unless the designated offender is exempt under subsection (e)(2).~~

~~(2)(1) Each day a person lets or rents a residence in violation of this paragraph constitutes a separate violation.~~

~~(e)(c) Penalties.~~ A person who violates subsections (c) or (d) shall forfeit not more than \$500.00 for each violation.

~~(f)(d) Severability.~~ The provisions of this section 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 section 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.

~~(g)(e) Advisory board for the notification of designated offender residency.~~

(1) *Advisory board created.* The notification of designated offender advisory board ("advisory board") is hereby created to advise the chief of police or designee ("chief") on public notification of designated sex offenders establishing residency within the city.

(2) *Membership.* The advisory board shall consist of three persons appointed by the mayor, subject to confirmation by the common council. One board member shall be a city alderperson who shall be appointed to a term of one year. No alderperson shall be appointed to the board for more than two consecutive one-year terms. Two members shall be De Pere residents. In making citizen appointments, the mayor may give preference to citizens with professional experience and schooling in areas of psychology, psychiatry, social work, sociology, criminal justice or law. The terms of the citizen members shall be three years.

(3) *Convening of advisory board.*

- a. The chief shall convene the advisory board if the chief receives information under Wis. Stats. § 301.46 from the Wisconsin Department of Corrections (DOC) that a registered sex offender has or will establish residency within the city. If the chief receives such information from the DOC prior to the offender establishing residency

in the city, the chief shall convene the advisory board before the offender establishes residence in the city.

- b. The chief shall provide the advisory board members with such information on the offender as set forth in Wis. Stats. § 301.46(2) for public safety. The chief shall not disclose to the advisory board any information provided by the department of corrections not set forth in Wis. Stats. § 301.46(2). If the offender referred to in paragraph a. is a "Special Bulletin" offender about to be released from confinement under Wis. Stats. § 301.46(2m), the chief shall also provide the advisory board with the Brown County "core team" recommendation
- c. The advisory board shall discuss the information and provide advice and guidance to the chief pertaining to an appropriate public notification process for each offender upon whom information is received under paragraph a. above.
- d. The final decision on public notification of sex offender residency shall lie solely with the chief.

(Ord. No. 10-05, § 1, 4-20-2010; Ord. No. 11-11, §§ 2, 3, 5-3-2011)

Sec. 8-18.4. - Appeal of designated offender status under sections 8-18.2 and 8-18.3.

(a) *Request for exception to restrictions under subsections 8-18.2(c) and 8-18.3(e).*

(1) *Appeal board created.* The designated offender appeal board ("appeal board") is hereby created, which shall consist of five members appointed by the mayor, subject to confirmation by the council, comprised as follows:

- a. All members of the notification of designated offender advisory board shall also be appointed members of the designated offender appeal board. The terms of such appointments hereunder shall be co-terminus with the terms of appointments under subsection ~~8-13.3(g)~~ 8-13.3(c); and
- b. One member shall be a city alderperson appointed to a one-year term for no more than two consecutive terms; and
- c. One member shall be a citizen member appointed to a three-year term.

(2) All requests for exception shall be made in writing to the city clerk-treasurer. The clerk-treasurer shall forward such request to the police department and the appeal board. The police department shall prepare and present a report to the appeal board on such request.

(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.

~~a. Subsection 8-18.2(c), Sexual offender loitering restrictions, prohibited acts; and~~

~~b. a. Subsection 8-18.3(c), Sexual offender residency restrictions, designated offender residence and activity restrictions.~~

~~The appeal board shall convene within 15 days of the clerk-treasurer's receipt of the request for exemption.~~

(4) The appeal board shall consider the public interest as well as the affected party's presentation and concerns. In making its determination under this provision, the appeal board may consider any or all of the following factors that may be applicable in the particular request:

a. The circumstances of the case(s) that have led to the designated offender status including:

i. Relationship of requestor and victim.

ii. Presence of use of force.

iii. Presence of enticement.

iv. Proximity in time.

v. Time out of incarceration.

b. Credibility of requestor.

c. Remorse.

~~d. Proximity of proposed residence to a child safety zone under subsection 8-18(b)(3).~~

~~e. d. Support network of requestor.~~

~~f. e. Support network and relationship of those at the proposed residence.~~

~~g. Counseling and treatment.~~

(b) *Decision of appeal board.* After deliberation, the appeal board shall issue its decision in writing and forward the same to the police department for their information and action. A written copy of the decision shall be provided to the affected party. The decision of the appeal board shall be final.

(Ord. No. 11-11, § 4, 5-3-2011)

OFFENSES AGAINST PUBLIC PEACE, SAFETY AND MORALS § 8-18.3

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.

(d) *Penalty.* Any person who shall violate any provision of this section shall be subject to forfeiture as provided in section 1-11 of this Code except that such forfeiture for a first offense shall be not less than \$500.00 plus costs and penalties and such forfeiture for a second or subsequent offense shall be not less than \$750.00 plus costs and penalties.

(Ord. No. 08-28, § 1, 10-7-2008; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 11-11, § 1, 5-3-2011)

Sec. 8-18.3. Sexual offender residency restrictions.

(a) *Intent.* Repeat sexual offenders, sexual offenders who use physical violence and sexual offenders who prey on children are sexual predators who present a threat to the public safety. It is the intent of this section 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 and sexual predators are prohibited from establishing a residence.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the following meanings:

Child means a person under the age of 17.

Designated offender means any person who is required to register under Wis. Stats. § 301.45.

Prohibited residence zone means all real property which has a property line located within 500 feet from a property line of any school, licensed day care center, park, trail, playground, place of worship, or any other place designated by further resolution of the common council as a place where children are known to congregate. The city clerk-treasurer shall maintain an official map showing the prohibited residence zone.

Residence means any premises where the person abides or lodges, for four or more days in a 30-day period.

(c) *Designated offender residence and activity restrictions; exemption.*

- (1) *Prohibited location of residence.* A designated offender may not establish a residence within the prohibited residence zone. Each day a person maintains a residence in violation of this paragraph constitutes a separate violation.
- (2) *Exemptions.* A designated offender residing within a prohibited residence zone does not commit a violation of this section if any of the following apply:
 - A. The designated offender reported and registered the residence pursuant to Wis. Stat. § 301.45 before date ordinance executed.
 - B. The prohibited residence zone was created after the designated offender reported and registered the residence pursuant to Wis. Stat. § 301.45.
 - C. The designated offender's parents, spouse, or children established the residence at least two years before the designated offender established residence at the location.
 - D. The residence is a facility which only temporarily houses individuals who have a medical, alcohol, or drug treatment need, and the designated offender is receiving such treatment.

(d) *Property owners prohibited from renting real property to designated offenders.*

- (1) No person may let or rent a premise within a prohibited residence zone to a designated offender, unless the designated offender is exempt under subsection (c)(2).
- (2) Each day a person lets or rents a residence in violation of this paragraph constitutes a separate violation.

(e) *Penalties.* A person who violates subsections (c) or (d) shall forfeit not more than \$500.00 for each violation.

(f) *Severability.* The provisions of this section 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 section 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.

(g) *Advisory board for the notification of designated offender residency.*

- (1) *Advisory board created.* The notification of designated offender advisory board ("advisory board") is hereby created to advise the chief of police or designee ("chief") on public notification of designated sex offenders establishing residency within the city.
- (2) *Membership.* The advisory board shall consist of three persons appointed by the mayor, subject to confirmation by the common council. One board member shall be a city alderperson who shall be appointed to a term of one year. No alderperson shall be appointed to the board for more than two consecutive one-year terms. Two members shall be De Pere residents. In making citizen appointments, the mayor may give

preference to citizens with professional experience and schooling in areas of psychology, psychiatry, social work, sociology, criminal justice or law. The terms of the citizen members shall be three years.

(3) *Convening of advisory board.*

- a. The chief shall convene the advisory board if the chief receives information under Wis. Stats. § 301.46 from the Wisconsin Department of Corrections (DOC) that a registered sex offender has or will establish residency within the city. If the chief receives such information from the DOC prior to the offender establishing residency in the city, the chief shall convene the advisory board before the offender establishes residence in the city.
- b. The chief shall provide the advisory board members with such information on the offender as set forth in Wis. Stats. § 301.46(2) for public safety. The chief shall not disclose to the advisory board any information provided by the department of corrections not set forth in Wis. Stats. § 301.46(2). If the offender referred to in paragraph a. is a "Special Bulletin" offender about to be released from confinement under Wis. Stats. § 301.46(2m), the chief shall also provide the advisory board with the Brown County "core team" recommendation
- c. The advisory board shall discuss the information and provide advice and guidance to the chief pertaining to an appropriate public notification process for each offender upon whom information is received under paragraph a. above.
- d. The final decision on public notification of sex offender residency shall lie solely with the chief.

(Ord. No. 10-05, § 1, 4-20-2010; Ord. No. 11-11, §§ 2, 3, 5-3-2011)

Sec. 8-18.4. Appeal of designated offender status under sections 8-18.2 and 8-18.3.

(a) *Request for exception to restrictions under subsections 8-18.2(c) and 8-18.3(c).*

- (1) *Appeal board created.* The designated offender appeal board ("appeal board") is hereby created, which shall consist of five members appointed by the mayor, subject to confirmation by the council, comprised as follows:
 - a. All members of the notification of designated offender advisory board shall also be appointed members of the designated offender appeal board. The terms of such appointments hereunder shall be co-terminus with the terms of appointments under subsection 8-13.3(g); and
 - b. One member shall be a city alderperson appointed to a one-year term for no more than two consecutive terms; and
 - c. One member shall be a citizen member appointed to a three-year term.
- (2) All requests for exception shall be made in writing to the city clerk-treasurer. The clerk-treasurer shall forward such request to the police department and the appeal board. The police department shall prepare and present a report to the appeal board on such request.

- (3) Upon application as set forth below, the appeal board shall convene and may waive or modify the requirements of:
 - a. Subsection 8-18.2(c), Sexual offender loitering restrictions, prohibited acts; and
 - b. Subsection 8-18.3(c), Sexual offender residency restrictions, designated offender residence and activity restrictions.

The appeal board shall convene within 15 days of the clerk-treasurer's receipt of the request for exemption.

- (4) The appeal board shall consider the public interest as well as the affected party's presentation and concerns. In making its determination under this provision, the appeal board may consider any or all of the following factors that may be applicable in the particular request:
 - a. The circumstances of the case(s) that have led to the designated offender status including:
 - i. Relationship of requestor and victim.
 - ii. Presence of use of force.
 - iii. Presence of enticement.
 - iv. Proximity in time.
 - v. Time out of incarceration.
 - b. Credibility of requestor.
 - c. Remorse.
 - d. Proximity of proposed residence to a child safety zone under subsection 8-18(b)(3).
 - e. Support network of requestor.
 - f. Support network and relationship of those at the proposed residence.
 - g. Counseling and treatment.

(b) *Decision of appeal board.* After deliberation, the appeal board shall issue its decision in writing and forward the same to the police department for their information and action. A written copy of the decision shall be provided to the affected party. The decision of the appeal board shall be final.

(Ord. No. 11-11, § 4, 5-3-2011)

Sec. 8-19. Entry into waters of Fox River.

No person shall swim, wade, walk or otherwise enter that part of the Fox River lying westerly of the lock island from the northernmost extremity of the Claude Allouez Bridge abutments southerly to the De Pere Dam.

(Code 1974, § 41.28; Ord. No. 09-30, § 3, 12-15-2009)

RESOLUTION #13-12

DISALLOWANCE OF CLAIM
(Kathleen Ebben)

WHEREAS, a Notice of Claim and Claim was filed by Kathleen Ebben, 645 South Superior Street, De Pere, WI 54115, in the City Clerk's Office on November 20, 2012; and

WHEREAS such Notice and Claim alleges that Ms. Ebben sustained damages when water from a city sewer backed up into her basement on November 12, 2012, for which she incurred charges of \$125.00 for sewer service and \$342.65 for cleaning; and

WHEREAS, the City has a reasonable sewer maintenance plan whereby city sewers are cleaned on a five year cycle; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier which found the City was not negligent in the operation and maintenance of its sewers and the City had no prior knowledge of any deficiency in the sewer line so as to take steps to prevent the overflow from occurring, and therefore, the City was not negligent or legally responsible for damages caused by the sewer backup on November 12, 2012.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, Kathleen Ebben, as a Notice of Disallowance.

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 5th day of
February, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CORP CLAIMS, OB HAWKEYE MS
WAUSAU BUSINESS INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214



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

January 9, 2013

Kathleen M Ebben
645 S Superior St
De Pere WI 54115

Claimant: Kathleen M Ebben
Claim Number: P 346-046347-01
Customer: City of De Pere
Date of Loss: 11/12/2012

Dear Kathleen M Ebben:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on our investigation. Although this was an unfortunate incident, there is no evidence to indicate the City of De Pere is liable for the damages or negligent in any way. As such, we are unable to offer any compensation to resolve this matter.

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

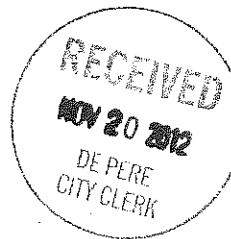
I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35591.

Sincerely,

MICHAEL MAGNARINI
SR CLAIMS REP, CM

#12-5



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: 11-12-12 Approx. 6:00 P.m
2. Location of Incident: 645 S. Superior St. De Pere, WI
3. Name of Injured Person/Owner of Damaged Property: N/A
(Age if Minor: _____)
4. Address: _____
5. Telephone Number: (H) _____ (C) _____ (W) _____
6. Please give a detailed description of the incident (use back of form if necessary):
I Discovered a sizable amount of water in my basement in the morning. I then called Twirl and waited all day for them. They found the city line was blocked. I then had to call the city. I had standing →
7. Total Amount of Claimed Damages: \$ 467.65 (Attach itemized statements/bills)
8. Witness name, address and telephone number: N/A - Pictures

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.

11-19-12
Date

Kathleen Ebborn
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)

water in my basement all day, and
I have pictures. I had to hire a cleaning
company to destroy the bacteria and
germs and remove affected items.

OLD SCHOOL CLEANING CO
407 SKYLINE BLVD
GREEN BAY WI 54302 1-920-406-9070



Kathy Ebben
645 S Superior
De Pere WI 54115

11-13-12

Dear Ms. Ebben:

Costs of correcting water back-up in your basement
will be as follows:

To carry items from basement	\$ 110.00
To mop area	\$ 111.00
To apply Prolim (anti-bacterial)	\$ 60.00
Carpeted stairs:	
To apply Prolim	\$ 30.00
To clean carpet	\$ 30.00*
Sub total	\$ 341.00
Wi tax	\$ 1.65*
Your total cost	\$ 342.65

It is important to have this taken care of SOON.

Alex Wegner

A handwritten signature in cursive script, appearing to read "Alex Wegner", with a long horizontal flourish extending to the right.

TWIRL

SEWER SERVICE CO.

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

NI 9063

Name Kashleen M. Ebbesen Date 11/21/12
Address 445 S Superior St.
City De Pere State WI Zip 54115
Service At _____

City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem 2nd floor

X KE

Work Performed 2nd floor (light roots)

*Village line blocked

Total \$125.00

Recommended Cleaning _____

Serviceman Corey PO# _____

Cleaned Sewer Length / Size 100' 4" ID

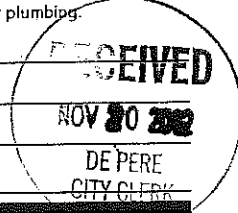
C/O Condition Good Guar. _____

C/O Location On Street

Cash _____ Check No. 5065 CC

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such.
If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1/2 to cover our costs.

X Kashleen Ebbesen



RESOLUTION #13-13

AUTHORIZING PARISH FACILITY USE AGREEMENT WITH
OUR LADY OF LOURDES PARISH

WHEREAS, the Park, Recreation and Forestry before and after school recreation program, Kidz Zone, utilizes Our Lady of Lourdes Parish facilities; and

WHEREAS, the parties wish to renew the Parish Facility Use Agreement, attached and incorporated as Exhibit A, for continued use of that facility for the 2013-2014 school year; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Parish Facility Use Agreement (Exhibit A), together with such subsequent renewals as may be required, provided such renewals are substantively similar to Exhibit A and sufficient funds have been budgeted therefor.

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 5th day of February, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Parish Facility Use Agreement

Name of Parish Our Lady of Lourdes Parish
Address 1307 Lourdes Avenue
De Pere, WI 54115
Phone (920) 336-4033

Reservation Date: See Addendum

Event: Kidz Zone Before & After School Program

The following parish areas will be included in this agreement:

OLOL cafeteria, lower level bathrooms, outdoor playground
area, and other outdoor school grounds

Starting Time: Before: 6:30-8:30 Ending Time: After: 3:00-6:00 pm

Number of Persons Attending: maximum 36

Additional Special Arrangements: See Addendum

The lessee agrees to exercise due care in the preservation of the parish premises and to prevent loitering and the presence of unauthorized persons during all usage periods. The lessee hereby agrees to remit the rental fee (if applicable) and be held responsible for any and all damage to persons, property and premises. Lessee is responsible for cleanup of property and premises.

Lessee shall indemnify and hold harmless the lessor from any and all damage, loss or liability of any kind whatsoever occasioned upon and/or within the leased parish premises, or ways or walks Adjacent thereto, by reason of any injury to persons or property caused or alleged to be caused by any act or omission, neglect, or wrongdoing of the lessee or any of his/her and/or its officers, agents, representatives, assigns, guests, employees, invitees, or other persons admitted by the lessee to the parish premises. The lessee will, at his/her and/or its own cost and expense defend and protect the lessor against any and all such claims or demands including attorneys fees.

Lessee shall provide the lessor with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence for business entities (personal liability (home owners or farmowners policy) coverage of \$300,000 for individuals). This certificate should name the parish and the Diocese of Green Bay as an additional insured.

Person in Charge (must be at least 18 years of age) _____

Address: _____
(Street) (City/State) (Zip code)

Organization: _____ Phone _____

The preceding information is correct to the best of my knowledge. I have received a copy of the parish facility use policy and agree to abide by all the regulations and policies set forth for the use of parish facilities and/or grounds. I acknowledge the (name of parish) and Diocese of Green Bay have no responsibility, express or implied, for any damage or injury arising out of, or connected in any way with my/our use of parish facilities.

Signed: _____ Date: _____
(Signature of lessee)

Title: _____
(Lessee Organization)

Signed: _____ Date: _____
(Pastor or Designee)

+ Our Lady of Lourdes Parish Family +

1307 Lourdes Avenue + De Pere, Wisconsin 54115-1099

"All are welcome...all are needed...in this place!"

ADDENDUM

The City of De Pere Park and Recreation Department will be an additional user group. All parish fees are waived for this before & after school program.

A certificate of insurance must be on file in the Our Lady of Lourdes Parish Office.

The program will follow the West De Pere School District and Our Lady of Lourdes School planning and calendar.

This contract covers the school period of 2013-2014 with specific dates approved by the respective staffs of both schools.

This agreement will be in effect for one year with the understanding that it would automatically renew unless either party gives notice to withdraw from said agreement by March 1st.

Dated: _____

Representative-City of De Pere

Representative-Our Lady of Lourdes

Parish Office
336-4033

School
336-3091

Religious Education
337-0443

Fax
336-3910

Memorandum

To: Common Council

From: Cindy Lee, Activity Coordinator
Paula Rahn, Community Center Manager

Date: January 29, 2013

Re: Approval of Cooperative Agreement with Our Lady of Lourdes: Kidz Zone Program

The memo is to seek De Pere Common Council's approval for the renewal of the Cooperative Agreement with Our Lady of Lourdes for our Kidz Zone Before and After School Program. Currently we are in our 5th year working together with the school and look to continue this wonderful program into the 2013-14 school year. The only change to this agreement from past years is the updated dates reflecting the agreement to be for the 2013-2014 school year.

Thank you for your time and consideration in this matter.

RESOLUTION #13-14

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND TROY WESTRUM, INC.
(Leak Detection Survey)

WHEREAS, the City is in need of consulting services to complete an leak detection survey of its water distribution system; and

WHEREAS, Troy Westrum, Inc. has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey 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 Troy Westrum, Inc. (Leak Detection Survey) 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 5th 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 TROY WESTRUM, INC.
(Leak Detection Survey)**

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

WITNESSETH

WHEREAS, the City is in need of consulting services to complete an leak detection survey of its water distribution system; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the leak detection survey within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the October 25, 2012 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated December 4, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and 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 leak detection survey 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.

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 Consultant's 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.

V. 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.

VI. 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.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by April 19, 2013. 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.

VIII. 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 \$20,595 payable in a lump

sum at the conclusion of the project. 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. 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.

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 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.

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) 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.

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 persons 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 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.

XVII. 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.

XVIII. 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.

XIX. 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:

Troy Westrum, Inc.
Attention: Troy Westrum
3226 360th Street
Stratford, IA 50249

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

TROY WESTRUM, INC.

By:

CITY OF DE PERE

By:

Print Name:

Title:

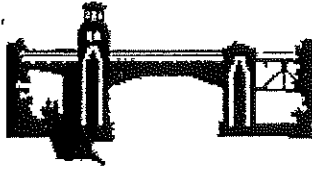
Michael J. Walsh, Mayor

Print Name:

Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Westrum (leak detection)-1-13-189-003-13.docx



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

October 25, 2012

Mr. Troy Westrum
Westrum Leak Detection
3226 360th Street
Stratford, IA 50249

RE: Request for Proposals
2012 Leak Detection Survey

Dear Mr. Westrum:

The City of De Pere is requesting a proposal from your firm to complete a leak detection survey for the City's water distribution system. The City's water main system comprises approximately 120 miles of water main ranging in size up to 16 inches. The following approximate footages of water main throughout the City include:

- 4 – inch 12,519 feet
- 6 – inch 156,197 feet
- 8 – inch 209,512 feet
- 10 – inch 100,350 feet
- 12 – inch 147,659 feet
- 16 – inch 6,294 feet

The following is approximate footages of water main material type throughout the City include:

- Asbestos Cement 6,248 feet
- Cast Iron 148,410 feet
- Ductile Iron 143,556 feet
- PVC 332,532 feet
- Unknown 1,785 feet

Exhibit A

Scope of Work:

1. Review existing water distribution system maps and pertinent water system reports.
2. Conduct a leak detection and location survey on the entire water distribution system.
3. Prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities.
4. Prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the system leak survey activities by March 31, 2013.

Insurance Requirements:

The firm shall be required to provide 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 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 engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be received prior to 3 p.m. on November 29, 2012. Three (3) copies of the proposal should be submitted for review.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interest of the City of De Pere.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

12/4/12

LEAK DETECTION PROPOSAL BY:
WESTRUM LEAK DETECTION
3226 360th St.
STRATFORD, IA. 50249
(515) 838-2222

For
City of De Pere
925 South Sixth St.
De Pere, WI 54115-1199

Computerized leak detection survey description.

1. All accessible hydrants and or valves where needed will be monitored with sensitive listening transducers / amplifier equipment to determined if leakage is occurring. **All curb boxes on the PVC portions of the distribution system will also be sounded.**
2. All areas where leakage is confirmed will be further investigated with the computerized correlator to pinpoint the location of the leaks.
3. A report will be submitted containing detailed drawings of all leaks located with the estimated leak sizes and savings resulting from the repair of the leaks. An inventory of all defective system components such as valves, hydrants, meters, & curb stops, which are noted during the course of the survey, shall also be prepared.
4. **Westrum Leak Detection** will provide all equipment and personnel to accomplish the above. If selected & before any work is performed, Westrum Leak Detection will also provide proof of all insurance requirements & in the amounts required as outlined in the request for proposal submitted by the **City of De Pere.**
5. The city-utility shall provide all personnel for traffic control, if needed, to successfully and safely complete the survey. **The city/utility will also be responsible for locating & exposing all curb boxes on the PVC portions of the distribution system to be sounded.**
6. **Westrum Leak Detection** has been in the water leak detection business since 1985 and has performed 100's of surveys of similar size & scope as the one being requested by the City of De Pere.
7. All work as outlined in the request for proposal shall be completed and a final report will be submitted to the **City of De Pere** by no later than **March 31st, 2013** **(WEATHER PERMITTING)**

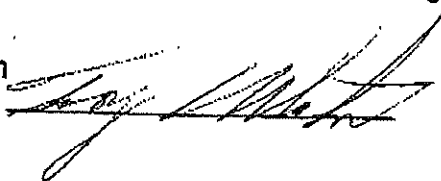
8. REFERENCES:

Wausau, WI.-----Robert Thompson (Util. Dir.) (715) 261-6534
Stevens Point, WI.-----Gary Kuplic (Water Supt.) (715) 345-5260
West Allis, WI.-----Dan Swebke (Water Supt.) (414) 302-8827

**SURVEY COST SHALL BE \$20,595.00 FOR 100% OF THE
DISTRIBUTION SYSTEM INCLUDING ALL CURB BOXES ON THE PVC
PORTIONS OF THE DISTRIBUTION SYSTEM.**

Date sign and return a copy

**Troy Westrum
President**

A handwritten signature in black ink, appearing to read "Troy Westrum", is written over a horizontal line.

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment
Date: February 1, 2013

I am submitting the following name for appointment at the February 5, 2013 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission

Plan Commission

Appointment

Steve Taylor/Appointment

2/01/2013 10:22 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 03889 FEB 2013 COUNCIL 1 2-5-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4632	ACCURATE LLC							
	I-201301311864	ACCURATE LLC	R	2/05/2013		1,850.00CR	067087	1,850.00
6706	AFFILIATED COMPUTER SERVICES							
	I-861672	AFFILIATED COMPUTER SERVICES	R	2/05/2013		1,065.00CR	067088	1,065.00
0217	AGRI-PARTNERS COOPERATIVE							
	I-201301311865	AGRI-PARTNERS COOPERATIVE	R	2/05/2013		14.95CR	067089	
	I-201301311866	AGRI-PARTNERS COOPERATIVE	R	2/05/2013		9.90CR	067089	
	I-201301311867	AGRI-PARTNERS COOPERATIVE	R	2/05/2013		4.09CR	067089	
	I-201301311868	AGRI-PARTNERS COOPERATIVE	R	2/05/2013		15.40CR	067089	
	I-201301311869	AGRI-PARTNERS COOPERATIVE	R	2/05/2013		9.87CR	067089	54.21
0302	AIRGAS USA LLC							
	I-9906634253	AIRGAS USA LLC	R	2/05/2013		120.44CR	067090	
	I-9906634254	AIRGAS USA LLC	R	2/05/2013		137.23CR	067090	
	I-9906634255	AIRGAS USA LLC	R	2/05/2013		368.40CR	067090	626.07
0007	AMBROSIUS SALES & SERVICE							
	I-68773	AMBROSIUS SALES & SERVICE	R	2/05/2013		105.19CR	067091	
	I-68898	AMBROSIUS SALES & SERVICE	R	2/05/2013		124.09CR	067091	
	I-68935	AMBROSIUS SALES & SERVICE	R	2/05/2013		31.27CR	067091	260.55
6680	ANNEN, STEVE							
	I-201301311870	ANNEN, STEVE	R	2/05/2013		55.00CR	067092	55.00
6022	APPLETON POST CRESCENT							
	I-6869793	APPLETON POST CRESCENT	R	2/05/2013		1,331.19CR	067093	1,331.19
0496	ASTRO HYDRAULICS INC							
	I-39932	ASTRO HYDRAULICS INC	R	2/05/2013		9.75CR	067094	9.75
4791	AT&T							
	I-WIOR647LSB	AT&T	R	2/05/2013		662.97CR	067095	662.97
1	BACHHUBER, THERESE							
	I-201301311871	REFUND	R	2/05/2013		65.00CR	067096	65.00
5227	BADGER STATE INDUSTRIES							
	I-222894	BADGER STATE INDUSTRIES	R	2/05/2013		711.36CR	067097	711.36
0020	BADGERLAND PRINTING INC							
	I-20969	BADGERLAND PRINTING INC	R	2/05/2013		46.42CR	067098	
	I-21001	BADGERLAND PRINTING INC	R	2/05/2013		180.00CR	067098	
	I-21009	BADGERLAND PRINTING INC	R	2/05/2013		54.00CR	067098	
	I-21025	BADGERLAND PRINTING INC	R	2/05/2013		156.00CR	067098	
	I-21057	BADGERLAND PRINTING INC	R	2/05/2013		132.00CR	067098	568.42

PACKET: 03889 FEB 2013 COUNCIL 1 2-5-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	I-233449-01	BATTERIES PLUS LLC	R	2/05/2013		91.22CR	067099	
	I-501-382928	BATTERIES PLUS LLC	R	2/05/2013		77.50CR	067099	
	I-501-384094	BATTERIES PLUS LLC	R	2/05/2013		174.50CR	067099	
	I-501-384197	BATTERIES PLUS LLC	R	2/05/2013		89.50CR	067099	
	I-501-384564	BATTERIES PLUS LLC	R	2/05/2013		43.90CR	067099	
	I-505-347028	BATTERIES PLUS LLC	R	2/05/2013		171.24CR	067099	647.86
0027	BAY TOWEL INC							
	I-1571149	BAY TOWEL INC	R	2/05/2013		38.74CR	067100	
	I-1571150	BAY TOWEL INC	R	2/05/2013		52.82CR	067100	
	I-1574362	BAY TOWEL INC	R	2/05/2013		38.74CR	067100	
	I-1574363	BAY TOWEL INC	R	2/05/2013		54.00CR	067100	
	I-1577540	BAY TOWEL INC	R	2/05/2013		20.00CR	067100	
	I-1577544	BAY TOWEL INC	R	2/05/2013		38.74CR	067100	
	I-1577545	BAY TOWEL INC	R	2/05/2013		54.31CR	067100	
	I-1580743	BAY TOWEL INC	R	2/05/2013		38.74CR	067100	
	I-1580744	BAY TOWEL INC	R	2/05/2013		52.82CR	067100	
	I-1583937	BAY TOWEL INC	R	2/05/2013		39.02CR	067100	427.93
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20130122	BRAUER SUPPLY & EQUIPMENT	R	2/05/2013		462.40CR	067101	462.40
0038	BROADWAY AUTOMOTIVE INC							
	I-650772	BROADWAY AUTOMOTIVE INC	R	2/05/2013		180.54CR	067102	180.54
0039	BROOKS TRACTOR INC							
	I-D21690	BROOKS TRACTOR INC	R	2/05/2013		35.96CR	067103	
	I-D21691	BROOKS TRACTOR INC	R	2/05/2013		36.36CR	067103	
	I-D22045	BROOKS TRACTOR INC	R	2/05/2013		295.19CR	067103	367.51
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201301301861	BROWN COUNTY HIGHWAY COMMISSIO	R	2/05/2013		146.08CR	067104	146.08
0115	CARQUEST AUTO PARTS LLC							
	I-6339-161435	CARQUEST AUTO PARTS LLC	R	2/05/2013		30.20CR	067105	
	I-6339-161861	CARQUEST AUTO PARTS LLC	R	2/05/2013		38.08CR	067105	68.28
0536	CDW GOVERNMENT INC							
	I-S886364	CDW GOVERNMENT INC	R	2/05/2013		129.79CR	067106	
	I-T808207	CDW GOVERNMENT INC	R	2/05/2013		2.93CR	067106	
	I-V071586	CDW GOVERNMENT INC	R	2/05/2013		12.93CR	067106	
	I-V139506	CDW GOVERNMENT INC	R	2/05/2013		47.10CR	067106	
	I-V186755	CDW GOVERNMENT INC	R	2/05/2013		129.59CR	067106	
	I-V232539	CDW GOVERNMENT INC	R	2/05/2013		137.06CR	067106	
	I-V523005	CDW GOVERNMENT INC	R	2/05/2013		281.33CR	067106	
	I-V578960	CDW GOVERNMENT INC	R	2/05/2013		410.44CR	067106	
	I-V592557	CDW GOVERNMENT INC	R	2/05/2013		296.40CR	067106	
	I-V691712	CDW GOVERNMENT INC	R	2/05/2013		323.84CR	067106	
	I-W024038	CDW GOVERNMENT INC	R	2/05/2013		21,576.00CR	067106	
	I-W331985	CDW GOVERNMENT INC	R	2/05/2013		7,588.66CR	067106	
	I-W398267	CDW GOVERNMENT INC	R	2/05/2013		6,486.02CR	067106	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-W412374	CDW GOVERNMENT INC	R	2/05/2013		502.32CR	067106	
	I-W415525	CDW GOVERNMENT INC	R	2/05/2013		5.98CR	067106	
	I-W447286	CDW GOVERNMENT INC	R	2/05/2013		765.13CR	067106	
	I-W458659	CDW GOVERNMENT INC	R	2/05/2013		3,607.25CR	067106	
	I-W580032	CDW GOVERNMENT INC	R	2/05/2013		76.02CR	067106	
	I-W603125	CDW GOVERNMENT INC	R	2/05/2013		10,778.36CR	067106	53,157.15
VOID	VOID CHECK		V	2/05/2013			067107	**VOID**
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7931	CLEANING SOLUTION SERVICES INC	R	2/05/2013		198.22CR	067108	
	I-05-7932	CLEANING SOLUTION SERVICES INC	R	2/05/2013		148.42CR	067108	
	I-05-7936	CLEANING SOLUTION SERVICES INC	R	2/05/2013		695.61CR	067108	
	I-05-7938	CLEANING SOLUTION SERVICES INC	R	2/05/2013		1,363.55CR	067108	
	I-05-7939	CLEANING SOLUTION SERVICES INC	R	2/05/2013		1,225.00CR	067108	
	I-05-7940	CLEANING SOLUTION SERVICES INC	R	2/05/2013		1,261.85CR	067108	4,892.65
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL128950	COMMUNICATIONS ENGINEERING CO	R	2/05/2013		228.00CR	067109	
	I-BILL128951	COMMUNICATIONS ENGINEERING CO	R	2/05/2013		250.00CR	067109	
	I-BILL129017	COMMUNICATIONS ENGINEERING CO	R	2/05/2013		365.20CR	067109	843.20
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-1012DEPER	CONSOLIDATED UTILITY SERVICES	R	2/05/2013		208.00CR	067110	
	I-1112DEPER	CONSOLIDATED UTILITY SERVICES	R	2/05/2013		300.00CR	067110	
	I-1212DEPER	CONSOLIDATED UTILITY SERVICES	R	2/05/2013		172.00CR	067110	680.00
0063	DAANEN & JANSSEN INC							
	I-128200	DAANEN & JANSSEN INC	R	2/05/2013		15.00CR	067111	
	I-128256	DAANEN & JANSSEN INC	R	2/05/2013		135.00CR	067111	150.00
6700	DARLEY CO							
	I-17050999	DARLEY CO	R	2/05/2013		503.11CR	067112	503.11
0075	DIGGERS HOTLINE INC							
	I-121 2 36401	DIGGERS HOTLINE INC	R	2/05/2013		159.22CR	067113	
	I-121 2 36402	DIGGERS HOTLINE INC	R	2/05/2013		8.70CR	067113	167.92
4274	ELITE GROUP, THE							
	I-184168	ELITE GROUP, THE	R	2/05/2013		201.04CR	067114	201.04
3452	ESRI INC							
	I-92595864	ESRI INC	R	2/05/2013		13,100.00CR	067115	13,100.00

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0091	FASTENAL COMPANY							
	C-WIGRE266559	FASTENAL COMPANY	R	2/05/2013		0.27	067116	
	I-WIGRE265009	FASTENAL COMPANY	R	2/05/2013		9.11CR	067116	
	I-WIGRE266263	FASTENAL COMPANY	R	2/05/2013		0.45CR	067116	
	I-WIGRE266617	FASTENAL COMPANY	R	2/05/2013		2.74CR	067116	12.03
0092	FEAKER & SONS CO INC							
	I-12-01B (6) FINAL	FEAKER & SONS CO INC	R	2/05/2013		8,314.29CR	067117	8,314.29
0331	FERGUSON WATERWORKS #1476 INC							
	I-120750	FERGUSON WATERWORKS #1476 INC	R	2/05/2013		430.00CR	067118	
	I-125273	FERGUSON WATERWORKS #1476 INC	R	2/05/2013		574.42CR	067118	1,004.42
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11493	FIRE APPARATUS & EQUIPMENT INC	R	2/05/2013		180.09CR	067119	180.09
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9674114-00	FIRST SUPPLY GREEN BAY LLC	R	2/05/2013		22.56CR	067120	
	I-9685073-00	FIRST SUPPLY GREEN BAY LLC	R	2/05/2013		227.77CR	067120	
	I-9687548-00	FIRST SUPPLY GREEN BAY LLC	R	2/05/2013		44.20CR	067120	
	I-9704369-00	FIRST SUPPLY GREEN BAY LLC	R	2/05/2013		41.96CR	067120	336.49
0105	FOX SPECIALITY COMPANY							
	I-23886	FOX SPECIALITY COMPANY	R	2/05/2013		89.52CR	067121	
	I-98476	FOX SPECIALITY COMPANY	R	2/05/2013		31.91CR	067121	121.43
0089	FRV INC							
	I-A0013	FRV INC	R	2/05/2013		16.65CR	067122	16.65
0562	GALL'S INC							
	I-307630	GALL'S INC	R	2/05/2013		170.84CR	067123	
	I-307631	GALL'S INC	R	2/05/2013		12.54CR	067123	183.38
0116	GRAINGER INC							
	I-9024009020	GRAINGER INC	R	2/05/2013		18.96CR	067124	
	I-9037761765	GRAINGER INC	R	2/05/2013		3.71CR	067124	
	I-9044194257	GRAINGER INC	R	2/05/2013		39.52CR	067124	
	I-9046337375	GRAINGER INC	R	2/05/2013		248.46CR	067124	
	I-9047159620	GRAINGER INC	R	2/05/2013		123.95CR	067124	434.60
0666	GRAY'S INC							
	I-30160	GRAY'S INC	R	2/05/2013		22.00CR	067125	22.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0119	GREEN BAY AREA CHAMBER OF COMMERCE							
	I-119001	GREEN BAY AREA CHAMBER OF COMM	R	2/05/2013		3,869.00CR	067126	3,869.00
0124	GREEN BAY CITY TREASURER							
	I-82615	GREEN BAY CITY TREASURER	R	2/05/2013		38,476.37CR	067127	38,476.37
0122	GREEN BAY REBUILDERS LLC							
	I-28264	GREEN BAY REBUILDERS LLC	R	2/05/2013		30.00CR	067128	30.00
0351	HACH COMPANY							
	I-8118578	HACH COMPANY	R	2/05/2013		470.85CR	067129	470.85
4902	HALRON LUBRICANTS INC							
	C-559431-00	HALRON LUBRICANTS INC	R	2/05/2013		40.00	067130	
	I-558790-00	HALRON LUBRICANTS INC	R	2/05/2013		1,869.38CR	067130	1,829.38
0446	HAWKINS INC							
	I-3425065 RI	HAWKINS INC	R	2/05/2013		4,781.39CR	067131	4,781.39
3521	HD SUPPLY WATERWORKS LTD							
	I-6000254	HD SUPPLY WATERWORKS LTD	R	2/05/2013		1,067.16CR	067132	
	I-6111396	HD SUPPLY WATERWORKS LTD	R	2/05/2013		1,180.00CR	067132	2,247.16
0135	HYDROCLEAN EQUIPMENT INC							
	I-WEB000174	HYDROCLEAN EQUIPMENT INC	R	2/05/2013		86.00CR	067133	86.00
0670	IACP-MEMBERSHIP							
	I-1001048841	IACP-MEMBERSHIP	R	2/05/2013		120.00CR	067134	120.00
3468	ID-ACCESS							
	I-848	ID-ACCESS	R	2/05/2013		60.00CR	067135	60.00
1399	INDOFF INC							
	I-2209791	INDOFF INC	R	2/05/2013		524.30CR	067136	
	I-2210499	INDOFF INC	R	2/05/2013		588.14CR	067136	
	I-2211000	INDOFF INC	R	2/05/2013		281.99CR	067136	
	I-2211708	INDOFF INC	R	2/05/2013		129.80CR	067136	
	I-2213653	INDOFF INC	R	2/05/2013		38.32CR	067136	
	I-2213809	INDOFF INC	R	2/05/2013		123.99CR	067136	
	I-2215558	INDOFF INC	R	2/05/2013		32.28CR	067136	
	I-2217086	INDOFF INC	R	2/05/2013		31.10CR	067136	
	I-2217979	INDOFF INC	R	2/05/2013		114.85CR	067136	1,864.77

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
5801	INDUSTRIAL CONTROLS DIST LLC							
	I-6100759	INDUSTRIAL CONTROLS DIST LLC	R	2/05/2013		162.16CR	067137	162.16
6701	INTERIOR SOLUTIONS							
	I-1913	INTERIOR SOLUTIONS	R	2/05/2013		870.00CR	067138	870.00
2602	JOSSART BROTHERS INC							
	I-12-16 (3) FINAL	JOSSART BROTHERS INC	R	2/05/2013		13,328.58CR	067139	13,328.58
1276	JX ENTERPRISES INC							
	C-D-230240011	JX ENTERPRISES INC	R	2/05/2013		62.50	067140	
	I-D-223460045	JX ENTERPRISES INC	R	2/05/2013		18.52CR	067140	
	I-D-223460046	JX ENTERPRISES INC	R	2/05/2013		9.26CR	067140	
	I-D-223470081	JX ENTERPRISES INC	R	2/05/2013		299.47CR	067140	
	I-D-223520063	JX ENTERPRISES INC	R	2/05/2013		6.42CR	067140	
	I-D-223520111	JX ENTERPRISES INC	R	2/05/2013		11.23CR	067140	
	I-D-223520116	JX ENTERPRISES INC	R	2/05/2013		22.46CR	067140	
	I-D-223550027	JX ENTERPRISES INC	R	2/05/2013		51.81CR	067140	
	I-D-223560066	JX ENTERPRISES INC	R	2/05/2013		4.55CR	067140	
	I-D-230020113	JX ENTERPRISES INC	R	2/05/2013		102.46CR	067140	
	I-D-230070127	JX ENTERPRISES INC	R	2/05/2013		29.98CR	067140	
	I-D-230080034	JX ENTERPRISES INC	R	2/05/2013		4.21CR	067140	
	I-D-230100013	JX ENTERPRISES INC	R	2/05/2013		64.90CR	067140	
	I-D-230100082	JX ENTERPRISES INC	R	2/05/2013		8.42CR	067140	
	I-D-230150016	JX ENTERPRISES INC	R	2/05/2013		6.94CR	067140	
	I-D-230160117	JX ENTERPRISES INC	R	2/05/2013		9.46CR	067140	
	I-D-230170011	JX ENTERPRISES INC	R	2/05/2013		70.91CR	067140	
	I-D-230170061	JX ENTERPRISES INC	R	2/05/2013		64.90CR	067140	
	I-D-230190004	JX ENTERPRISES INC	R	2/05/2013		5.62CR	067140	
	I-D-230210096	JX ENTERPRISES INC	R	2/05/2013		18.79CR	067140	
	I-D-230220103	JX ENTERPRISES INC	R	2/05/2013		6.14CR	067140	
	I-D-230230104	JX ENTERPRISES INC	R	2/05/2013		148.21CR	067140	
	I-D-230240036	JX ENTERPRISES INC	R	2/05/2013		4.04CR	067140	
	I-D-230250002	JX ENTERPRISES INC	R	2/05/2013		42.36CR	067140	948.56
VOID	VOID CHECK		V	2/05/2013			067141	**VOID**
0149	KIMCO ENGRAVING INC							
	I-22239	KIMCO ENGRAVING INC	R	2/05/2013		79.00CR	067142	79.00
3986	KIMPS ACE HARDWARE CORP							
	I-290312	KIMPS ACE HARDWARE CORP	R	2/05/2013		19.49CR	067143	19.49

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0153	LAFORCE INC							
	I-737074 RI	LAFORCE INC	R	2/05/2013		168.94CR	067144	
	I-738113 RI	LAFORCE INC	R	2/05/2013		22.31CR	067144	191.25
0156	LAWSON PRODUCTS INC							
	I-9301353636	LAWSON PRODUCTS INC	R	2/05/2013		276.23CR	067145	
	I-9301370455	LAWSON PRODUCTS INC	R	2/05/2013		42.24CR	067145	318.47
0159	LEXIS NEXIS INC							
	I-1212263592	LEXIS NEXIS INC	R	2/05/2013		207.65CR	067146	207.65
1187	LINCOLN CONTRACTORS SUPPLY INC							
	I-155139	LINCOLN CONTRACTORS SUPPLY INC	R	2/05/2013		44.56CR	067147	44.56
0903	THE MAIL HAUS INC							
	I-132503	THE MAIL HAUS INC	R	2/05/2013		683.30CR	067148	683.30
6198	MAILFINANCE							
	I-H3730042	MAILFINANCE	R	2/05/2013		89.00CR	067149	89.00
1443	MARTIN SECURITY SYSTEMS INC							
	I-86867	MARTIN SECURITY SYSTEMS INC	R	2/05/2013		202.50CR	067150	202.50
0173	MENARDS INC							
	I-13106	MENARDS INC	R	2/05/2013		45.72CR	067151	
	I-13107	MENARDS INC	R	2/05/2013		24.77CR	067151	
	I-13273	MENARDS INC	R	2/05/2013		242.07CR	067151	
	I-13578	MENARDS INC	R	2/05/2013		15.99CR	067151	
	I-13624	MENARDS INC	R	2/05/2013		136.46CR	067151	465.01
6702	METROCOUNT (USA) INC							
	I-US005104	METROCOUNT (USA) INC	R	2/05/2013		3,850.00CR	067152	3,850.00
5818	MIDWEST WORKWEAR							
	I-71477	MIDWEST WORKWEAR	R	2/05/2013		61.00CR	067153	61.00
2525	MITY LITE INC							
	I-IN-533913	MITY LITE INC	R	2/05/2013		315.76CR	067154	315.76
0180	MONROE TRUCK EQUIPMENT INC							
	I-688714	MONROE TRUCK EQUIPMENT INC	R	2/05/2013		39.38CR	067155	39.38

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3125	MORTON SALT INC							
	I-5400073339	MORTON SALT INC	R	2/05/2013		1,202.04CR	067156	
	I-5400074615	MORTON SALT INC	R	2/05/2013		3,415.77CR	067156	4,617.81
0076	NASSCO INC							
	I-S1643519.002	NASSCO INC	R	2/05/2013		68.00CR	067157	68.00
1177	NATIONAL FIRE PROTECTION ASSOC							
	I-5711643Y	NATIONAL FIRE PROTECTION ASSOC	R	2/05/2013		1,983.88CR	067158	1,983.88
0531	NORTHEAST AUTO PARTS INC							
	I-274984	NORTHEAST AUTO PARTS INC	R	2/05/2013		70.76CR	067159	
	I-274994	NORTHEAST AUTO PARTS INC	R	2/05/2013		136.97CR	067159	
	I-275108	NORTHEAST AUTO PARTS INC	R	2/05/2013		44.73CR	067159	
	I-275125	NORTHEAST AUTO PARTS INC	R	2/05/2013		7.99CR	067159	
	I-275167	NORTHEAST AUTO PARTS INC	R	2/05/2013		47.96CR	067159	
	I-275223	NORTHEAST AUTO PARTS INC	R	2/05/2013		58.26CR	067159	
	I-275234	NORTHEAST AUTO PARTS INC	R	2/05/2013		10.99CR	067159	
	I-275273	NORTHEAST AUTO PARTS INC	R	2/05/2013		12.87CR	067159	
	I-275284	NORTHEAST AUTO PARTS INC	R	2/05/2013		67.60CR	067159	
	I-275339	NORTHEAST AUTO PARTS INC	R	2/05/2013		62.36CR	067159	
	I-275426	NORTHEAST AUTO PARTS INC	R	2/05/2013		32.90CR	067159	
	I-275464	NORTHEAST AUTO PARTS INC	R	2/05/2013		42.98CR	067159	
	I-275505	NORTHEAST AUTO PARTS INC	R	2/05/2013		11.45CR	067159	
	I-275523	NORTHEAST AUTO PARTS INC	R	2/05/2013		6.29CR	067159	
	I-275529	NORTHEAST AUTO PARTS INC	R	2/05/2013		40.41CR	067159	
	I-275549	NORTHEAST AUTO PARTS INC	R	2/05/2013		8.69CR	067159	
	I-275645	NORTHEAST AUTO PARTS INC	R	2/05/2013		17.98CR	067159	
	I-275665	NORTHEAST AUTO PARTS INC	R	2/05/2013		15.92CR	067159	697.11
VOID	VOID CHECK		V	2/05/2013			067160	**VOID**
0191	NORTHEAST WI TECHNICAL COLLEGE							
	I-M3358	NORTHEAST WI TECHNICAL COLLEGE	R	2/05/2013		300.00CR	067161	300.00
6703	NORTHWOODS POWER EQUIPMENT LLC							
	I-5516	NORTHWOODS POWER EQUIPMENT LLC	R	2/05/2013		460.10CR	067162	460.10
0187	NSIGHT TELSERVICES							
	I-201301301862	NSIGHT TELSERVICES	R	2/05/2013		94.10CR	067163	
	I-201301311872	NSIGHT TELSERVICES	R	2/05/2013		64.40CR	067163	158.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3703	ORIENTAL TRADING CO INC							
	I-655498773-01	ORIENTAL TRADING CO INC	R	2/05/2013		124.24CR	067164	124.24
0499	PACK AND SHIP LLC							
	I-201301311873	PACK AND SHIP LLC	R	2/05/2013		23.52CR	067165	23.52
0197	PACKER CITY INTERNATIONAL INC							
	I-1-223390068	PACKER CITY INTERNATIONAL INC	R	2/05/2013		30.37CR	067166	30.37
6126	PM SUPPLY AND POOL SERVICE LLC							
	I-32865	PM SUPPLY AND POOL SERVICE LLC	R	2/05/2013		82.25CR	067167	82.25
0208	POMP'S TIRE SERVICE INC							
	C-10078289	POMP'S TIRE SERVICE INC	R	2/05/2013		60.00	067168	
	I-1010005957	POMP'S TIRE SERVICE INC	R	2/05/2013		117.00CR	067168	
	I-1010006250	POMP'S TIRE SERVICE INC	R	2/05/2013		22.86CR	067168	
	I-90005495	POMP'S TIRE SERVICE INC	R	2/05/2013		74.95CR	067168	
	I-90005755	POMP'S TIRE SERVICE INC	R	2/05/2013		300.75CR	067168	455.56
0212	POWER TOOL SERVICE CO							
	I-336253	POWER TOOL SERVICE CO	R	2/05/2013		1,975.00CR	067169	1,975.00
1701	PRAXAIR DISTRIBUTION INC							
	I-45015916	PRAXAIR DISTRIBUTION INC	R	2/05/2013		56.17CR	067170	56.17
4202	PRINTX INC							
	I-3639	PRINTX INC	R	2/05/2013		342.75CR	067171	342.75
0395	PRO ONE JANITORIAL INC							
	I-81001	PRO ONE JANITORIAL INC	R	2/05/2013		992.18CR	067172	992.18
5402	R & R INDUSTRIES INC							
	I-423591	R & R INDUSTRIES INC	R	2/05/2013		521.45CR	067173	521.45
6672	RECYCLE AWAY LLC							
	I-201301311874	RECYCLE AWAY LLC	R	2/05/2013		1,532.00CR	067174	
	I-4106	RECYCLE AWAY LLC	R	2/05/2013		1,532.00CR	067174	3,064.00
0225	RED D MIX CONCRETE INC							
	I-40087	RED D MIX CONCRETE INC	R	2/05/2013		95.10CR	067175	
	I-40088	RED D MIX CONCRETE INC	R	2/05/2013		71.33CR	067175	166.43

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC							
	I-1415688-00	REINDERS INC	R	2/05/2013		163.85CR	067176	
	I-1415714-00	REINDERS INC	R	2/05/2013		173.18CR	067176	
	I-1415877-00	REINDERS INC	R	2/05/2013		70.81CR	067176	
	I-1416813-00	REINDERS INC	R	2/05/2013		25.04CR	067176	
	I-1417456-00	REINDERS INC	R	2/05/2013		23.73CR	067176	456.61
6498	REVOLUTION DANCEWEAR							
	I-SI-1024706	REVOLUTION DANCEWEAR	R	2/05/2013		573.86CR	067177	
	I-SI-1025330	REVOLUTION DANCEWEAR	R	2/05/2013		1,214.73CR	067177	1,788.59
5393	RICOH USA INC.							
	I-15930982	RICOH USA INC.	R	2/05/2013		644.42CR	067178	644.42
0229	RIVER VALLEY TESTING CORP							
	I-31782	RIVER VALLEY TESTING CORP	R	2/05/2013		2,890.00CR	067179	2,890.00
1890	S I METALS AND SUPPLY							
	I-137036	S I METALS AND SUPPLY	R	2/05/2013		889.25CR	067180	
	I-137735	S I METALS AND SUPPLY	R	2/05/2013		376.00CR	067180	
	I-138153	S I METALS AND SUPPLY	R	2/05/2013		225.25CR	067180	1,490.50
4094	STATE BAR OF WISCONSIN							
	I-473127	STATE BAR OF WISCONSIN	R	2/05/2013		72.35CR	067181	72.35
0255	STELLFPLUG LAW SC							
	I-406-01M (201)	STELLFPLUG LAW SC	R	2/05/2013		1,560.45CR	067182	1,560.45
0771	T G W INC OF WISCONSIN							
	I-21983	T G W INC OF WISCONSIN	R	2/05/2013		240.12CR	067183	
	I-22129	T G W INC OF WISCONSIN	R	2/05/2013		360.45CR	067183	600.57
6196	TEAM REIL INC							
	I-11463P	TEAM REIL INC	R	2/05/2013		991.00CR	067184	
	I-11478P	TEAM REIL INC	R	2/05/2013		1,374.00CR	067184	2,365.00
1903	TECHNOLOGY ARCHITECTS INC							
	I-10902532	TECHNOLOGY ARCHITECTS INC	R	2/05/2013		72.50CR	067185	72.50
0262	TEMPERATURE SYSTEMS INC							
	I-2134988-00	TEMPERATURE SYSTEMS INC	R	2/05/2013		119.94CR	067186	119.94

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2992	TITAN PULIC SAFETY SOLUTIONS LLC							
	I-2955	TITAN PULIC SAFETY SOLUTIONS L	R	2/05/2013		4,122.00CR	067187	4,122.00
6704	TRAILCAMPRO							
	I-22756	TRAILCAMPRO	R	2/05/2013		439.90CR	067188	439.90
0268	TRUCK EQUIPMENT INC							
	I-7418	TRUCK EQUIPMENT INC	R	2/05/2013		63.74CR	067189	
	I-7504	TRUCK EQUIPMENT INC	R	2/05/2013		532.82CR	067189	596.56
0272	UNIFORM SHOPPE INC							
	I-216790	UNIFORM SHOPPE INC	R	2/05/2013		129.95CR	067190	129.95
4696	US CELLULAR							
	I-202075789-097	US CELLULAR	R	2/05/2013		99.50CR	067191	99.50
0857	USA BLUEBOOK							
	I-861340	USA BLUEBOOK	R	2/05/2013		1,392.20CR	067192	1,392.20
1229	UTILITY SALES AND SERVICE INC							
	I-125982-IN	UTILITY SALES AND SERVICE INC	R	2/05/2013		399.22CR	067193	399.22
0277	VAN'S FIRE & SAFETY INC							
	I-4043003	VAN'S FIRE & SAFETY INC	R	2/05/2013		55.00CR	067194	55.00
3707	VIKING ELECTRIC SUPPLY							
	C-CM 859301	VIKING ELECTRIC SUPPLY	R	2/05/2013		9.84	067195	
	I-6999794	VIKING ELECTRIC SUPPLY	R	2/05/2013		1,384.09CR	067195	1,374.25
1798	VILLA REAL							
	I-LC-1-22036	VILLA REAL	R	2/05/2013		115.61CR	067196	115.61
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6823	VISIONS UPHOLSTERY AND CANVAS	R	2/05/2013		40.00CR	067197	40.00
5539	VORPAHL FIRE & SAFETY CORP							
	I-215101986	VORPAHL FIRE & SAFETY CORP	R	2/05/2013		659.39CR	067198	
	I-215101987	VORPAHL FIRE & SAFETY CORP	R	2/05/2013		455.09CR	067198	
	I-215102036	VORPAHL FIRE & SAFETY CORP	R	2/05/2013		42.10CR	067198	1,156.58
6113	WAVECREST COMPUTING							
	I-QUOTE 37649	WAVECREST COMPUTING	R	2/05/2013		1,199.00CR	067199	1,199.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0282	WESCO DISTRIBUTION INC							
	I-148068	WESCO DISTRIBUTION INC	R	2/05/2013		69.54CR	067200	
	I-157366	WESCO DISTRIBUTION INC	R	2/05/2013		83.07CR	067200	152.61
1896	MIKE WESSLEY							
	I-201301311875	MIKE WESSLEY	R	2/05/2013		142.41CR	067201	142.41
3374	WEST BEND MUTUAL INS CO							
	I-201301301863	WEST BEND MUTUAL INS CO	R	2/05/2013		20.00CR	067202	
	I-201301311876	WEST BEND MUTUAL INS CO	R	2/05/2013		20.00CR	067202	40.00
4842	WEST PAYMENT CENTER CORP							
	I-826460029	WEST PAYMENT CENTER CORP	R	2/05/2013		361.60CR	067203	361.60
0288	WI DEPT OF ADMINISTRATION							
	I-191193	WI DEPT OF ADMINISTRATION	R	2/05/2013		120.50CR	067204	120.50
2645	WI DEPT OF JUSTICE CRIME INFO BUREAU							
	I-T14348	WI DEPT OF JUSTICE CRIME INFO	R	2/05/2013		300.00CR	067205	
	I-T14349	WI DEPT OF JUSTICE CRIME INFO	R	2/05/2013		682.50CR	067205	982.50
1033	WI MUNICIPAL CLERKS ASSOC							
	I-201302011877	WI MUNICIPAL CLERKS ASSOC	R	2/05/2013		100.00CR	067206	100.00
1466	WI SUPREME COURT							
	I-05-0216 2013	WI SUPREME COURT	R	2/05/2013		625.00CR	067207	625.00
1211	WIRE TECHNOLOGIES INC							
	I-25966	WIRE TECHNOLOGIES INC	R	2/05/2013		1,300.00CR	067208	1,300.00
0300	ZARNOTH BRUSH WORKS INC							
	I-141386-IN	ZARNOTH BRUSH WORKS INC	R	2/05/2013		287.20CR	067209	287.20

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	120	0.00	213,003.00	213,003.00
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:	3	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:	123	0.00	213,003.00	213,003.00

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
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	2/2013	157,748.42CR
201	2/2013	6,018.86CR
208	2/2013	1,373.65CR
209	2/2013	305.80CR
280	2/2013	13,328.58CR
405	2/2013	11,204.29CR
601	2/2013	15,313.91CR
650	2/2013	7,709.49CR
ALL		213,003.00CR

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	54313
7	GERBERS, JOAN E.	313 HIGH ST.	DE PERE	WI	54115
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	54303
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