AMENDED

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 September 18, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

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

*** Denotes Amended Item**

<u>AGENDA FOR SAID MEETING:</u>

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the September 4, 2012 regular meeting of the Common Council.

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

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

   A. Computer donation from Wal-Mart to the Police Department for investigations and/or use at crime scenes.

6. Ordinance #12-24, Amending §1-11 De Pere Municipal Code Regarding Maximum Forfeitures.

7. Ordinance #12-25, Amending Ordinance Annexing Territory To The City Of De Pere, Wisconsin (Dorn).

8. Ordinance #12-26, Creating Section 110-8 De Pere Municipal Code Regarding Pawnbrokers, Secondhand Article Dealers And Secondhand Jewelry Dealers.

9. Resolution #12-104, Amending Municipal Court Bond Schedule.

10. Resolution #12-105, City of De Pere, Wisconsin Initial Resolution Regarding Industrial Development Revenue Bonds.

    Consideration and/or Adoption of an Initial Resolution relating to Industrial Development Revenue Bond financing on behalf of Washworld of DePere, LLC, a limited liability company, and/or Wash World Inc., a Wisconsin corporation. As required by state law, information regarding the expected job impact of the project to be financed with the bonds on the project site and elsewhere in the State of Wisconsin will be available at the time of consideration of the Initial Resolution.

11. Resolution #12-106, City Of De Pere, Wisconsin Resolution Regarding Public Bidding And Non-Discrimination In Connection With Industrial Development Revenue Bond Financing.

12. Resolution #12-107, Authorizing Façade Improvement Grant To PHE WI, LLC (301 Main Avenue).

13. Resolution #12-108, Authorizing Renewals Of Agreement With U.S. Cellular.

14. Resolution #12-109, Authorizing Extensions Of Cost Share Agreements For Police School Liaison Program With The Unified School District Of De Pere And The West De Pere School District.

15. Resolution #12-110, Authorizing Impound Agreement Between The City Of De Pere And The Bay Area Humane Society 2013-2015.

16. Resolution #12-111, Approving Agreement For Consulting Services Between The City Of De Pere And McMahon Associates, Inc. (WDNR Field Screening Services).

17. Resolution #12-112, Authorizing Amendments To Brown County Municipal Recycling Agreement.

*18. Resolution #12-113, Authorizing Negotiation of an Economic Development Loan with Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership, to Refinance Current Economic Development Loan.

18. Review of original Operator License Application for Danny J. Brayton.

19. Consideration of appointing Public Health Nurse Sonja Jensen to the interim position of City Health Officer/Director.

20. Re-appointment of Redevelopment Authority committee member by Mayor.

21. De Pere Riverwalk status update.

22. Voucher approval.

23. Applications for Operator's Licenses.

24. Future agenda items.

25. Adjournment.

Lawrence M. Delo
City Administrator

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, September 17, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Department Heads
Kress Family Library
Alderpersons
TV, Newspapers, & Radio Stations
De Pere Chamber of Commerce

Steve Bieda	Mau & Associates	400 Security Boulevard	Green Bay, WI 54313
Brian & Mary Dorn		2730 Ryan Road	De Pere, WI 54115
Attorney Mike Willis	mdwillis@nslawfirm.com		
David Stock	Washworld, Inc.	1755 Matthew Drive	De Pere, WI 54115
Sue Pankratz	Washworld, Inc.	1755 E. Matthew Dr.	De Pere, WI 54115
David Fenlon	Bay Area Humane Society	1830 Radisson Street	Green Bay, WI 54302
Tom Gavic		1818 Rainbow Avenue	De Pere, WI 54115
McMahon Associates, Inc.		1445 McMahon Drive	Neenah, WI 54956

John R. Zegers , Superintendent	West De Pere School District	400 Reid Street	De Pere, WI 54115
Dr. Ben Villarruel, Superintendent	Unified School District	1700 Chicago Street	De Pere, WI 54115
McMahon, Inc.		1445 McMahon Drive	Neenah, WI 54956
Dean Haen		3110 Pioneer Drive	Green Bay, WI 54313
Chad Doverspike		1482 Carole Lane	Green Bay, WI 54313
Tom Nick	Nicky's Lionhead Tavern	331 Main Avenue	De Pere, WI 54115
Danny Brayton			

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

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

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

Alderperson Lueck moved, seconded by Alderperson Donovan, to approve the minutes of the August 21, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. Alderperson Crevier extended a heartfelt thank you to the community for their support after the passing of his mother on August 21. Alderperson Bauer wished to remind everyone that school started and to be aware of kids walking down the streets and bus traffic that we haven't been accustomed to all summer.

5. The Mayor and Susan Van Gheem presented the Garden of Merit Awards to the following recipients:

East De Pere:
Residential: Carol and Michael Weiss, 521 N. Wisconsin Street. Carol and Michael Weiss were present to accept their award.

Non-residential: Belmark, 600 Heritage Road. Rose Smits of the Beautification Committee accepted the award on the behalf of Belmark.

West De Pere:
Residential: Amy and Dennis Russell, 936 St. Mary's Street. Rose Smits of the Beautification Committee accepted the award on the behalf of the Russells.

Non-residential: Wealth Plan LLC, 116 3rd Street. Kathy Lennox accepted the award on the behalf of Wealth Plan LLC.

Mayor Walsh congratulated the winners and thanked them for making the De Pere community a beautiful place. He also thanked the Garden Club for all that they do for the community and for the planters throughout the city and along Webster Avenue and stated their efforts are appreciated.

RECOMMENDATIONS FROM THE LICENSE COMMITTEE
6A. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve a request for approval of a temporary premise description change for St. Norbert College. Upon vote, motion carried 6-0 with Alderpersons Crevier and Robinson abstaining.

6B. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve an application for a Special Permit Allowing Consumption of Alcoholic Beverages on Public Ways. Submitted by Definitely De Pere, Inc. for Fashions Night Out on Thursday, Sept. 6th from 6:00 p.m. – 9:00 p.m. Upon vote, motion carried unanimously.

RECOMMENDATIONS FROM THE BOARD OF PARK COMMISSIONERS

7A. Alderperson Donovan moved, seconded by Alderperson Lueck, to accept a $250 donation from the Bugsy Softball Tournament Group to be used for the Recreation Scholarship Fund. Upon vote, motion carried unanimously.

7B. Alderperson Donovan moved, seconded by Alderperson Crevier, to accept a $500 donation from the Brown County Community Women's Club to be used for the Recreation Scholarship Fund. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE PLAN COMMISSION

8A. Alderperson Lueck moved, seconded by Alderperson Robinson, to approve CSM for single lot (part of Parcel ED-344-102) by the City of De Pere. Upon vote, motion carried unanimously.

9. Ordinance 12-21, Annexing Territory to the City of De Pere (Parcel D-29-1 – Owner Mask, LLC) was presented. Alderperson Lueck moved, seconded by Alderperson Van Vonderen, to approve the ordinance. Discussion followed. Upon vote, motion carried unanimously.

10. Ordinance 12-22, Annexing Territory to the City of De Pere (Parcel R-27 – Owner Brian & Peggy Dorn) was presented. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the ordinance. Upon vote, motion carried unanimously.

11. Ordinance 12-23, Amending §150-6 De Pere Municipal Code Regarding Operation of Vehicles on Sidewalks was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the ordinance. Discussion followed. Upon vote, motion carried unanimously.

12. Resolution 12-103, Authorizing Fourth Amendment To Agreement For Engineering Services Between The City Of De Pere And Graef – USA Inc was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

13. Consideration of bids and awarding Riverwalk and Wildlife Viewing Pier Phase II Project was presented. City Administrator Delo explained the options presented to the Council with a summary of the bids and informed the Council that the low bid being recommended by staff is Option #2, which consists of a fixed fishing dock for a total cost of 1.228 million dollars. Alderperson Crevier moved, seconded by Alderperson Lueck to accept staff recommendation of option #2. Mayor Walsh made an announcement that the City of De Pere to date has received over 2.5 million dollars in donations for the Riverwalk; 1.3 million in private donations and 1.2 million in grants. Included in the 2.5 million dollars is an additional grant from the DNR for $461,000 and a donation from former city residents Jim and Miriam Mulva for $250,000 and thanked both the DNR and the Mulvas for their contributions to the Riverwalk Project. Discussion followed. Upon vote, motion carried unanimously.

14. Alderperson Donovan moved, seconded by Alderperson Robinson to approve the appointments by Mayor Walsh of Larry Lueck to the Designated Offender Advisory Board and of Kevin Bauer to the Designated Offender Appeal Board. Upon vote, motion carried unanimously.

15. City Sustainability Team report on activities to be reported at the September 18, 2012 Council meeting.

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

17. Applications for Operator's Licenses were presented:

CITY OF DE PERE – SEPTEMBER 4, 2012						
ITEM#	LIC	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period						
1	350	HELGREN, MACKENZIE A.	771 FREDRICK CT., #3	GREEN BAY	WI	54313
2	351	KASTER, CHERYL A.	2508 BEAUMONT ST.	GREEN BAY	WI	54301
3	352	PAGEL, TIARRA M.	1893 A RIVERSIDE DR.	GREEN BAY	WI	54313
Operator Licenses for the 2012-2014 Licensing Period						
1	353	BARRETTE, ELIZABETH M.	1785 GRANT ST., #8	DE PERE	WI	54115
2	354	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
3	355	FUTCH, MONICA L.	1674 SHAWANO AVE.	GREEN BAY	WI	54303
4	356	GROE, MICHAEL J.	2778 VIKING DR.	GREEN BAY	WI	54304
5	357	HOCKERS, DALE E.	1410 FT. HOWARD AVE.	DE PERE	WI	54115
6	358	HOVE, KRISTA D.	420 COLLEGE AVE., APT. 23	DE PERE	WI	54115
7	359	JONES, AARON M.	1716 EASTMAN AVE.	GREEN BAY	WI	54302
8	360	KRIESCHER, KRISTINE A.	1417 CORMIER RD.	GREEN BAY	WI	54313
9	361	LOR, MAI LIA M.	2426 ROBINSON AVE.	GREEN BAY	WI	54311
10	362	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
11	363	TAYLOR, THERESA N.	815 PORLIER ST.	GREEN BAY	WI	54301
12	364	VAN ROSSUM, JESSICA A.	2828 POPLAR ST.	WRIGHTSTOWN	WI	54180
13	365	WEBSTER, SUSAN A.	710 W. ADAM DR.	DE PERE	WI	54115
14	366	WILMET, BENJAMIN J.	2325 OAK RIDGE CR.	DE PERE	WI	54115
15	367	WISHART, RYAN C.	1750 LOST DAUPHIN RD.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve previously tabled applications #1-3. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve operator license applications #1, 4, 6-9, 12, & 15; to table operator license applications #2, 3, 5, 10, 11, 13; and to approve operator license application #14 contingent upon the record produced by the Police Department not belonging to him. Upon vote, motion carried unanimously.

18. Future Agenda Items. Alderperson Van Vonderen requested updates on Riverwalk donations at each meeting through the completion of the project.

19. Upon motion by Alderperson Van Vonderen, seconded by Alderperson Bauer, the Common Council adjourned at 8:19 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

RECOMMENDATION

September 11, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held September 11, 2012:

Recommendation on the following to approve:

A. Donation of computer from Wal-Mart to the Police Department for investigations and/or use at crime scenes.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

CITY OF DE PERE MEMORANDUM

POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: August 10, 2012

Subject: Donation of Laptop Computer

Wal-Mart wishes to donate a laptop computer to the De Pere Police Department. This particular laptop was involved in a retail theft and recovered in a pawn shop. It appears in excellent condition; however, it is considered an open-box item and cannot be re-sold in their store.

Sony Vaio Model PCG-61A11L New Value $478

The laptop would have use for investigations and/or at crime scenes where statements or reports need to be generated, or the playing of surveillance video during interviews with suspect/witnesses while away from the department.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

ORDINANCE 12-24

AMENDING §1-11 DE PERE MUNICIPAL CODE
REGARDING MAXIMUM FORFEITURES

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

Section 1. §1-11 **Penalties**, De Pere Municipal Code, is hereby amended by deleting the term "$1,000.00" in paragraphs (a) and (b) and substituting "$2,000.00" therefor.

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

Section 3. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

ORDINANCE #12-25

AMENDED ORDINANCE
ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN
(DORN)

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

SECTION 1. **Territory Annexed.** In accordance with Wis. Stats. §66.0217(2) and the petition for direct annexation by unanimous approval filed with the City Clerk-Treasurer on August 23, 2012, signed by all of the electors and the owner of all of the real property located in the territory, the following described territory in the Town of Rockland, Brown County, Wisconsin is annexed to the City of De Pere, Wisconsin:

> Part of the Southwest ¼ of the Northwest ¼, Section 3, T22N-R20E, Town of Rockland, Brown County, Wisconsin more fully described as follows;
>
> Commencing at the Northwest corner of Section 3, T22N-R20E, thence S89°20'38"E, 252.78 feet along the north line of said Northwest ¼, Section 3; thence S89°19'15"E, 1072.86 feet along said line; thence S00°04'47"W, 1453.68 feet along the east line of said Northwest ¼ Northwest ¼, Section 3 to the point of beginning; thence continuing S00°04'47"W, 526.07 feet along the east line of the Southwest ¼ - Northwest ¼, also being the centerline of Ryan Road; thence N89°55'13"W, 312.99 feet along the south line of Lot 1, Volume 30, Certified Survey Maps, Page 165, Map No. 4713, Document No. 1400920, Brown County Records and its extension; thence N00°04'47"E, 527.00 feet along the west line of said Certified Survey Map; thence S89°45'02"E, 313.00 feet along the north line of said Certified Survey Map and its extension, to the point of beginning.
>
> Parcel contains 164,803 square feet/3.78 Acres more or less.

A scale map of the annexed territory is attached hereto and incorporated as Annexation Ordinance Exhibit 1.

SECTION 2. **Effect of Annexation.** From and after the date of this Ordinance the territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. **Population.** The population of the subject territory is two (2).

SECTION 4. **Temporary Zoning Classification.**

(a) Upon recommendation of the Plan Commission and pursuant to Wis. Stats. §66.0217(8)(a), the territory annexed to the City of De Pere by this ordinance is temporarily zoned as R-1, Single Family Residence District.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification and regulation for the zoning of the annexed area and to submit its recommendations to the Council.

SECTION 5. **Ward Designation**. The territory described in SECTION 1 of this ordinance is hereby made part of newly created Ward 18 of the City of De Pere, subject to the ordinances, rules and regulations of the City governing wards.

SECTION 6. **Payment to Town of Rockland**. Pursuant to Wis. Stats. §66.0217(14), the Common Council agrees to pay annually to the Town of Rockland, for five (5) years, an amount equal to the amount of property taxes levied by the Town of Ledgeview on the annexed territory, as shown by the tax roll under Wis. Stats. §70.65 in 2012 (the year in which this annexation is final).

SECTION 7. The Common Council has reviewed the advice of the State Department of Administration, which finds this annexation to be in the public interest, prior to adopting this ordinance.

SECTION 8. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 9. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

SCOTT WALKER
GOVERNOR
MIKE HUEBSCH
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview/

WISCONSIN DEPARTMENT OF
ADMINISTRATION

September 7, 2012

PETITION FILE NO. 13608

CHARLENE PETERSON, CLERK
CITY OF DE PERE
335 S BROADWAY ST
DE PERE, WI 54115

TONI CARTER, CLERK
TOWN OF ROCKLAND
PO BOX 27
DE PERE, WI 54115

RECEIVED
SEP 12 2012
DE PERE
CITY CLERK

Subject: PEGGY LEPPIAHO (DORN) ANNEXATION

The proposed annexation as re-submitted to our office on September 6, 2012, has been reviewed and found to be in the public interest.

The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF DE PERE.**

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of state a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13608**
The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke
Municipal Boundary Review

cc: petitioner

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL PURSUANT TO SECTION 66.0217 WISCONSIN STATUTES

We, the undersigned constituting all of the electors residing in and all of the owners of the real property in the following territory of the Town of Rockland, Brown County, Wisconsin, laying contiguous to the City of De Pere petition the Common Council of the City of De Pere to annex the territory described in the attached Exhibit A and shown on the attached Scale Map marked Exhibit B, to the City of De Pere, Brown County, Wisconsin.

SEP 17 2012

We, the undersigned elect that this annexation shall take effect to the fullest extent consistent with outstanding priorities of the other annexation, incorporation or consolidation proceedings, if any.

8/23/12 **Address or Description of Parcel:**
Property Owner and Elector Date 2730 Ryan Road De Pere, WI 54115
Peggy J. Leppiaho
a/k/a Peggy L. Dorn

23 AUG 12
Elector Date
Brian M. Dorn

ACKNOWLEDGEMENT

The current population of the territory is 2.

STEVEN M. BIEDA NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

Personally came before me this 23rd day of AUGUST, 2012, the above named Peggy J. Leppiaho + Brian M. Dorn to me known to be the persons who executed the foregoing instrument and acknowledged the same.

* Steven M. Bieda
Notary Public, State of Wisconsin

LEGAL DESCRIPTION:

Part of the Southwest ¼ of the Northwest ¼, Section 3, T22N–R20E, Town of Rockland, Brown County, Wisconsin more fully described as follows;

Commencing at the Northwest corner of Section 3, T22N–R20E, thence S89°20'38"E, 252.78 feet along the north line of said Northwest ¼, Section 3; thence S89°19'15"E, 1072.86 feet along said line; thence S00°04'47"W, 1453.68 feet along the east line of said Northwest ¼ Northwest ¼, Section 3 to the point of beginning; thence continuing S00°04'47"W, 526.07 feet along the east line of the Southwest 1/4–Northwest ¼, also being the centerline of Ryan Road; thence N89°55'13"W, 312.99 feet along the south line of Lot 1, Volume 30, Certified Survey Maps, Page 165, Map No. 4713, Document No. 1400920, Brown County Records and its extension; thence N00°04'47"E, 527.00 feet along the west line of said Certified Survey Map; thence S89°45'02"E, 313.00 feet along the north line of said Certified Survey Map and its extension, to the point of beginning.

Parcel Contains 164,803 square feet/3.78 Acres more or less.
Parcel subject to any easements and restrictions of record.

Sheet Two of Two
Project No.: D-16511
Drawing No.: L-8178

CITY OF DE PERE MEMO

To:	Michael J. Walsh, Mayor
	Members of the Common Council
From:	Judith Schmidt-Lehman, City Attorney
RE:	Amended Annexation Ordinance 12-25 (Dorn Annexation)
Date:	September 14, 2012

We have been advised by the Government Accountability Board that the ward designation in Annexation Ordinance 12-22 splits County Supervisory Districts. Additionally, we recently received the Department of Administration review of this annexation which finds the annexation to be in the public interest. Therefore, the ordinance is revised to reflect both the ward designation change and the advice of the Department of Administration.

JSL:jld

cc: Lawrence Delo, City Administrator

H:\jdupont\Memos\2012\Mayor & CC-Dorn annexation-9-14-12-12-101-003-12.docx

ORDINANCE #12-26

CREATING SECTION 110-8 DE PERE MUNICIPAL CODE
REGARDING PAWNBROKERS, SECONDHAND ARTICLE DEALERS
AND SECONDHAND JEWELRY DEALERS

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

Section 1: **§110-8, Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers**, is hereby created as follows:

(a) **Wisconsin Statutes Adopted.**

Wis. Stats. §134.71, as it may be amended from time to time, is hereby adopted and, by reference, made a part of this chapter with the same force and effect as though fully set out herein notwithstanding the below subsections. Failure to comply with any of the provisions of this ordinance shall constitute a violation of this chapter, punishable according to the penalties set forth in §1-11 of this code and as more particularly identified by Resolution of the Common Council.

(b) **Definitions.**

(1) *"Article"* means any item of value, excluding only motor vehicles, large appliances, furniture, books, and clothing other than furs.

(2) *"Reportable transaction"* means every transaction conducted by a pawnbroker, secondhand article and jewelry dealers in which an article or articles are received through a pawn, purchase, consignment, or trade, or in which a pawn is renewed, extended, voided, or redeemed, or for which a unique transaction number or identifier is generated by their point-of-sale software, and is reportable except:

a. The bulk purchase or consignment of new or used articles from a merchant, manufacturer, or wholesaler having an established permanent place of business, and the retail sale of said articles, provided the pawnbroker must maintain a record of such purchase or consignment that describes each item, and must mark each item in a manner that relates it to that transaction record.

b. Retail and wholesale sales of articles originally received by pawn or purchase, and for which all applicable hold and/or redemption periods have expired.

(3) *"Secondhand article dealer"* means any person, other than an auctioneer, who engages in the business of purchasing or selling secondhand articles, with exceptions as stated in Wis. Stat. § 134.71(g).

(c) **City Clerk-Treasurer to Issue Licenses.**

The City Clerk-Treasurer shall grant a license under Wis. Stats. §134.71(7)(a) if all of the following apply:

(1) The applicant, including an individual, a partner, a member of a limited liability company or an officer, director or agent of any corporate applicant, has not been convicted within the preceding 10 year of a felony or within the preceding 10 years of a misdemeanor, statutory violation punishable by forfeiture or county or municipal ordinance violation in which the circumstances of the felony, misdemeanor or other offense substantially relate to the circumstances of being a pawnbroker, secondhand jewelry dealer, secondhand article dealer or secondhand dealer mall or flea market owner.

(2) With respect to an applicant for a pawnbroker's license, the applicant provides to the governing body a bond of $500, with not less than 2 sureties, for the observation of all municipal ordinances relating to pawnbrokers.

a. No license issued under this subsection may be transferred.

b. Each license issued for a pawnbroker, secondhand article dealer or secondhand jewelry dealer is valid from January 1 until the following December 31.

c. Each license for a secondhand article dealer mall or flea market is valid for 2 years, from May 1 of an odd-numbered year until April 30 of the next odd-numbered year.

(3) The license fee shall be set by resolution of the Common Council.

(d) **When Digital Photos are Required.**

The licensee must also take a color, digitized photograph of every item pawned or sold that does not have a unique serial or identification number permanently engraved or affixed, excluding only electronic media. One group photo shall suffice for mass items such as several coins acquired in one transaction. If a photograph is taken, it must be at least two inches in length by two inches in width and must be maintained in such a manner that the photograph can be readily matched and correlated with all other records of the transaction to which they relate. Such photographs must be available to the Police

Chief, or the Chief's designee, upon request. Items photographed must be accurately depicted and submitted as digital images, in a format specified by the issuing authority, electronically cross-referenced to the reportable transaction they are associated with. Entries of required digital images shall be retained a minimum of 90 days.

(e) **Daily Reports to Police.**

(1) Pawnbrokers and secondhand article and jewelry dealers must submit every reportable transaction to the police department daily in the following manner. Pawnbrokers and secondhand article and jewelry dealers must provide to the police department all required information pursuant to state statutes, by transferring it from their computer to the web server via modem designated by the De Pere Police Department. All required records must be transmitted completely and accurately after the close of business each day in accordance with standards and procedures established by the police department using procedures that address security concerns of the pawnbroker or secondhand article and jewelry dealer and the police department. The pawnbroker or secondhand article and jewelry dealer must display a sign of sufficient size in a conspicuous place on the premises, which informs all patrons that all transactions are reported daily to the police department.

(2) If a pawnbroker or secondhand article and jewelry dealer is unable to successfully transfer the required reports by modem, the pawnbroker or secondhand article and jewelry dealer must provide the police department with printed copies of all reportable transactions by 12:00 noon the next business day.

(3) If the problem is determined to be in the pawnbroker's or secondhand article and jewelry dealer's system and is not corrected by the close of the first business day following the failure, the pawnbroker or secondhand article and jewelry dealer must provide the required reports as detailed in state statutes, and shall be charged a daily reporting failure fee of $10.00 until the error is corrected, or, if the problem is determined to be outside the pawnbroker's or secondhand article and jewelry dealer's system, the pawnbroker or secondhand article and jewelry dealer must provide the required reports pursuant to state statutes and resubmit all such transactions via modem when the error is corrected.

(4) Regardless of the cause or origin of the technical problems that prevented the pawnbroker or secondhand article and jewelry dealer from uploading the reportable transactions, upon correction of the problem, the pawnbroker or secondhand article and jewelry dealer shall upload every reportable transaction from every business day the problem has existed.

(5) The provisions of this section notwithstanding, the police department may, upon presentation of extenuating circumstances, delay the implementation of the daily reporting penalty.

(6) Section (c) shall not apply to businesses that did not have 200 reportable transactions in the past calendar year. However, any such pawnbroker or secondhand article and jewelry dealer must follow the daily reporting procedure for each reportable transaction by submitting a written transaction form approved by the police department to the department on the business day following the date of the reportable transaction.

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

Section 3: This ordinance shall be effective upon the date of its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

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 Finance/Personnel Committee
From: Derek Beiderwieden, Police Chief
Judith Schmidt-Lehman, City Attorney
RE: Proposed Pawnbroker/Secondhand Dealer Ordinance
Date: August 6, 2012

As you will recall, on July 3, 2012, the Common Council adopted Resolution 12-76 setting a fee for Pawnbroker/Secondhand dealer licenses in the City. This was done in response to a telephone inquiry to the Clerk-Treasurer's Office asking about the application process and license fee. Under Wis. Stats. §134.71, municipalities are required to license pawnbrokers/secondhand dealers; therefore the license fee was put into place in anticipation of receiving that application. To date, I do not believe any application has been received.

We are proposing that the City impose requirements upon pawnbrokers/secondhand dealers in addition to those imposed under state law. The attached ordinance, fashioned after ordinances in effect in Ashwaubenon, Green Bay and Brown County, does the following:

- Further defines what sorts of transactions are required to be reported to the police;
- Requires that daily reports to police be in electronic form, including standards for transmission; and
- Requires that all items pawned or sold which do not have a unique identification number be photographed, including photograph standards.

Given the likelihood that De Pere will soon be home to a pawnbroker/secondhand dealer operation subject to regulation under state statute, adopting an ordinance that is consistent with area municipalities and their computerized information concerning items pawned/sold is necessary. The attached ordinance will allow the police department to obtain needed information from pawn shops/secondhand stores which may assist them in crime prevention efforts throughout the metro area.

If you have any questions regarding this proposed ordinance, please contact Derek at 339-4075 or Judy at 339-4042.

JSL:jld
Attachment
cc: Lawrence A. Delo, City Administrator
Alderpersons Boyd, Kneiszel, Crevier and Bauer
H:\jdupont\Memos\2012\Mayor & F-P-Pawnbroker 7-30-12-148-004-12.docx

RESOLUTION #12-104

AMENDING MUNICIPAL COURT BOND SCHEDULE

WHEREAS, the City has, pursuant to Resolution 06-157, adopted a cash deposit bond schedule for Municipal Court forfeitures to be imposed by the De Pere Municipal Court; and

WHEREAS, subsequent to such adoption, additional offenses subject to forfeiture have been adopted by the Common Council, for which a cash deposit bond schedule is necessary.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The schedule of cash deposits established by the judge of the Joint Municipal Court is hereby amended by including the cash deposits as set forth below.

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
110-8	Pawnbroker, Secondhand Article Dealers and Secondhand Jewelry Dealers	$200.00 (plus costs)	$300.00 (plus costs)	$400.00 (plus costs)

(a) The cash deposits above shall have added thereto all court costs, penalties, and jail assessments applicable under the Wisconsin Statutes or by ordinance.

(b) The cash deposits above for second and subsequent offenses represent an average bond schedule subject to adjustment as provided herein. In all such charges, the cash deposit shall be not less than the indicated amount and not more than $2,000.00. Such exact amount of the cash deposit shall be determined considering the following factors:

1. Severity of defendant's conduct.
2. Amount of time spent by the police officer in solving the problem.
3. Amount of any damage done to property.
4. Amount of injury to the officer or other person.
5. Degree to danger Defendant's conduct put officer or other persons or property in.
6. Degree to disturbance caused by such conduct.

(c) The Municipal Judge may include such amounts as restitution for victims as allowed by law.

(d) The Municipal Judge shall collect all forfeitures and taxable costs in any action or proceeding and shall cause such moneys to be paid to the Clerk-Treasurer not later than two weeks succeeding the receipt thereof or shall account for moneys collected and paid to other governmental agencies as required by law.

(e) Municipal Court costs are $28.00, and the Municipal Judge shall include said amount as and for taxable costs to be collected.

BE IT FURTHER RESOLVED THAT:

The following provisions shall apply for violations of ordinance:

(a) All actions before the Municipal Court for alleged violation of provisions of this Code shall be forfeiture actions. Upon failure to pay any forfeiture duly imposed, after affording a reasonable time to pay such forfeiture considering the amount thereof and ability of the defendant to pay, the Court may impose imprisonment of not more than ninety (90) days for each violation, may suspend the defendant's motor vehicle driving privileges for up to two (2) years or until paid, or may fashion any other appropriate remedy applicable to forfeiture actions in this state.

(b) The forfeiture for violation of any provision of this Code shall be not less than One Dollar ($1.00) nor more than Two Thousand Dollars ($2,000.00).

BE IT FURTHER RESOLVED THAT:

The Court's authority to impose alternative juvenile dispositions and sanctions is as follows:

(a) For a juvenile adjudged to have violated any ordinance, the Municipal Court is authorized to impose any of the dispositions listed in Wis. Stats. §§938.343 and 938.344, in accordance with the provisions of those statutes.

(b) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the Municipal Court under Wis. Stats. §§938.343 and 938.344, the Municipal Court is authorized to impose any of the sanctions listed in Wis. Stats. §938.355(6)(d), in accordance with the provisions of those statutes.

(c) This section is enacted under the authority of Wis. Stats. §938.17(2)(cm).

BE IT FURTHER RESOLVED THAT:

This resolution shall become effective on September 19, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

RESOLUTION #12-105

CITY OF DE PERE, WISCONSIN
INITIAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BONDS

WHEREAS, the City of De Pere, Wisconsin, (the "City") is authorized by Section 66.1103, Wisconsin Statues, as amended (the "Act"), to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects, and to enter into revenue producing agreements for same, in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants and to preserve and finance costs related to such industrial projects, which bonds are to be payable solely out of the revenues derived pursuant to the revenue agreement pertaining to the project to be financed by the bonds so issued and which bonds may be secured by a mortgage or other security interest on the project; and

WHEREAS, Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (collectively referred to herein as the "Eligible Participant") desires to acquire, construct, improve and/or equip a manufacturing facility in the City to be used by Wash World Inc. in its manufacturing operations. The acquisition, construction, improvement, and/or equipping of the manufacturing facility is hereinafter referred to as the "Project"; and

WHEREAS, the Project is estimated to require the issuance of bonds in an amount not to exceed $3,000,000; and

WHEREAS, the Project qualifies to be financed with industrial development revenue bonds as a manufacturing facility under Wis. Stat. 66.1103(2)(k)1.; and

WHEREAS, the Eligible Participant desires and has requested assistance from the City in financing the cost of the project through the issuance by the City of its industrial development revenue bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

(1) In view of the considerable benefits to be derived by the City from the development of the Project, the City intends to work toward the consummation of a project financing agreement pursuant to which the City shall:

(a) issue, sell and deliver to purchasers (to be obtained by the Eligible Participant) its industrial development revenue bonds in an aggregate principal amount not to exceed $3,000,000 (the "Bonds") in order to finance costs related to the Project, which Bonds shall be payable solely out of the revenues derived from a note and mortgage or other security agreement on the Project or from such other revenue agreement as may be permitted by law;

(b) lend the proceeds of the Bonds to the Eligible Participant who will use the proceeds to help finance the project (and for any other purposes permitted by the Act) and enter into a note and mortgage agreement or other security agreement with the Eligible Participant or enter into other lawful revenue-producing agreements with respect to the Project providing revenues sufficient to pay principal of and interest on the Bonds when due; and

(c) assign the note and mortgage agreement or other security agreement or other revenue agreement and pledge the revenues and other amounts therefrom to the bondholders, or to a servicer, or a trustee under an indenture of trust, in order to secure the payment of principal and interest on the Bonds.

(2) THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

(3) All expenses incurred in connection with the transactions herein contemplated shall be paid by the Eligible Participant from the proceeds of the Bonds, or otherwise, and shall not be the responsibility of the City.

(4) Taxes shall be assessed in accordance with applicable law to the Eligible Participant with respect to the Project in the same manner and amount as though the Project was not being financed by an industrial development revenue bond.

(5) The appropriate officers of the City are hereby authorized to negotiate the terms of a project financing agreement, note and mortgage or other security agreement or other revenue agreement, instruments of conveyance, mortgage and indenture of trust, if any, and any other documents required to properly complete the financing, provided that all such terms and procedures followed shall be subject to the conditions of this resolution and the provisions of Section 66.1103, Wisconsin Statutes, as amended, and shall not be binding unless and until:

(a) the details of the project financing agreement and all documents pertinent thereto are reviewed, authorized and approved by a definitive resolution of this Common Council;

(b) the electors of the City have been given the opportunity to petition within 30 days from the date of publication of notice of adoption of this initial resolution for a referendum on the question of the issuance of the Bonds as provided by law;

(c) either no such valid petition for referendum shall have been timely filed or if such petition has been filed the said bond issue shall have been approved by a referendum;

(d) all documents required in connection with the financing shall have been duly executed by the parties thereto and delivered to the extent required; and

(e) all applicable provisions of Federal law including Section 103 of the Internal Revenue Code of 1986, as amended, have been complied with.

(6) Notice of the adoption of this resolution of intent shall be published as a Class 1 notice in the official newspaper of the City, The De Pere Journal, in the form attached hereto.

(7) The City Clerk-Treasurer shall file a copy of (a) this resolution, and (b) the notice referred to in paragraph (6) above with the Wisconsin Economic Development Corporation within twenty (20) days following the publication of such notice.

(8) This resolution shall be effective for two (2) years after the date it is initially adopted.

Adopted ______________________, 2012

____
Michael J. Walsh, Mayor

Approved ______________________, 2012

____
Shana L. Defnet, City Clerk-Treasurer

NOTICE TO ELECTORS
OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that the Common Council of the City of De Pere, Brown County, Wisconsin, at a meeting held on September 18, 2012, adopted a resolution of intent pursuant to Section 66.1103 of the Wisconsin Statutes to issue its industrial development revenue bonds (the "Bonds") on behalf of Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (hereinafter collectively referred to as the "Eligible Participant") to help finance the acquisition, construction, improvement and/or equipping of a manufacturing facility located in the City used by Wash World Inc. Such acquisition, construction, improvement and/or equipping is hereinafter referred to as the "Project". The amount of the Bonds will not exceed $3,000,000. The proceeds of the Bonds will be loaned to the Eligible Participant for the purpose of financing costs related to the Project. Under the terms of the proposed Bond issue, the City will enter into a revenue producing agreement with the Eligible Participant with respect to the use of the Project.

As a result of the Project, the Wash World Inc. will move from its present site at 1755 E. Matthew Drive and relocate to the Southbridge Business Park. The Eligible Participant currently has approximately 25 full time equivalent employees in the City, and expects to add approximately 10 full time equivalent employees within the next three years as a result of the Project. All existing employees will transfer from the existing site in the City to the Project site. No jobs are expected to be eliminated anywhere in Wisconsin as a result of the issuance of the bonds. No direct job impact is expected in the State of Wisconsin at any location other than the City of De Pere.

THE BONDS WHEN ISSUED WILL BE LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES DERIVED FROM A NOTE AND MORTGAGE AGREEMENT, OR OTHER SECURITY AGREEMENT, OR OTHER REVENUE PRODUCING AGREEMENT WITH REGARD TO THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The resolution may be inspected by any elector of the City of De Pere, at the Office of the City Clerk-Treasurer, 335 South Broadway, De Pere, Wisconsin, during business hours.

The Bonds will be issued only after a public hearing of the nature required by Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended, but without submitting the proposition to the electors of the City for approval unless within 30 days from the date of publication of this notice, a petition conforming to the requirements of Wis. Stat. 8.40, signed by not less than five percent (5%) of the registered electors of the City is filed with the City Clerk-Treasurer requesting a referendum upon the question of the issuance of the Bonds, in which event the public hearing referred to above may not be held and the Bonds shall not be issued unless and until approved by a majority of the City voting thereon at a general or special election.

Dated: ____________________

BY ORDER OF THE CITY OF DE PERE

____
Shana L. Defnet, City Clerk-Treasurer

RESOLUTION #12-106

CITY OF DE PERE, WISCONSIN
RESOLUTION REGARDING
PUBLIC BIDDING AND NON-DISCRIMINATION IN CONNECTION WITH INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING

WHEREAS, the Common Council for the City of De Pere, Wisconsin (the "City") has or will approve an initial resolution for the issuance of industrial development revenue bonds by the City on behalf of Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (hereinafter collectively referred to as the "Eligible Participant"); and

WHEREAS, the project (the "Project") to be financed with the proceeds of the bonds will be located in the City and will consist of the acquisition, construction, improvement and/or equipping of a manufacturing facility to be used by Wash World Inc.; and

WHEREAS, the City finds it beneficial toward the completion of the Project to waive the requirements of Wis. Stat. 66.1103(11)(b) in connection with the Project;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

1. The requirements as specified in Wis. Stat. 66.1103(11)(b)1. are to be waived in accordance with the provisions of Wis. Stat. 66.1103(11)(b)2. with reference to the Project to be financed with the industrial development revenue bonds of the City issued on behalf of the Eligible Participant for the Project because the City is not responsible for controlling any of the acquisition, construction, improvement, and/or equipping costs and because it is more efficient and expedient for the accomplishment of the public purposes of the bond issue if the Eligible Participant were to have complete control over the Project.

2. The Bonds, when issued, will contain such provisions regarding non-discrimination as state law or the City shall require.

3. This resolution shall be published as a Class 1 notice in the official newspaper of the City, The De Pere Journal, prior to the closing of the bond issue.

Adopted ______________________, 2012

____
Michael J. Walsh, Mayor

Approved ______________________, 2012

____
Shana L. Defnet, City Clerk-Treasurer

RESOLUTION #12-107

AUTHORIZING FACADE IMPROVEMENT GRANT
TO PHE WI, LLC
(301 Main Avenue)

WHEREAS, the Common Council and the City Redevelopment Authority have established a Facade Improvement Grant Program for West Side Redevelopment District in Tax Incremental Financing District (TID) #5 to encourage the renovation and revitalization of the business environment in such area; and

WHEREAS, PHE WI, LLC c/o Thomas Gavic, Registered Agent, owner of the property at 301 Main Avenue (said property being within TID #5 and the West Side Redevelopment District), has restored the historic nature of such building with aesthetically pleasing and historically accurate improvements to such property; and

WHEREAS, PHE WI, LLC has applied for a grant from the Facade Improvement Grant Program in the amount of $10,000 ($44,075.48 total spent) under the terms of such Program, said application having been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, PHE WI, LLC is hereby thanked for his contribution toward historic preservation and aesthetic enhancements on Main Avenue and to the West Side Redevelopment District by such improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Clerk-Treasurer is authorized to issue a grant payment to PHE WI, LLC in the amount of $10,000 for improvements to the exterior of 301 Main Avenue, all made in accordance with the Façade Improvement Grant Program for TID #5.

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks to PHE WI, LLC for his investment in, and commitment to, the City of De Pere and its business and historic districts.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of

September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

Item #2: Review Façade Grant project receipts for 301 Main Avenue. Applicant: Tom Gavic.

At the June 2011 meeting, the RDA approved the façade grant application for 301 Main Avenue. The grant approval included façade work for the front, back and side facades. The grant was approved for up to $10,000. The work for the grant has been completed, inspected and receipts have been provided. The summary of the expenses are provided in the attachments.

In reviewing the receipts, the expenses show a total of $46,685.07. From the items listed, only two items could potentially be removed which would be the black top repair and profit line items. Even if these items are removed, the total would be $44,075.48 which would still qualify for the full match of $10,000.

Recommendation:
Staff would recommend approval of the submitted expenses and the grant of $10,000 be approved and forward to the Finance Committee for approval.

De Pere Façade Grant Summary

301 Main Street

De Pere

All Cost Associated with the Exterior Façade at 301 Main Street

1.	Mi Mar Construction Costs	$43,665.49 (sill work subtracted out)
2.	Design Costs	$3,20.48 (exterior work only)
	Total	$46,685.97

Invoices attached

Note – the MiMar invoices include additional work other in addition to the façade costs.

MI·MAR
BUILDERS INC
Home Artistry

Tom Gavic
Performa HE
301 Main Street
De Pere WI 54115

August 17, 2012

Dear Tom,

The following is a breakdown for all exterior work at 301 Main St., De Pere:

1.	Wisconsin Public Service to move electrical service	$700.00
2.	Electrical cost to move service, approximately	$2,000.00
3.	Outside railing work	$3,670.00
4.	Rear glass door, lower glass and upper bump out glass	$5,703.00
5.	Allowance for black top repair	$500.00
6.	Engineering work for rear bump out	$500.00
7.	Lumber materials for bump out, roof repair and welding	$2,250.00
8.	Misc., subcontractor work and supplies	$150.00
9.	Excavation work for moving electrical service, gravel for backfill, and work for rear ramp	$2,000.00
10.	Exterior concrete work for rear ramp	$2,000.00
11.	Upper roof work for misc., filling of holes and flashing for roof units	$1,663.00
12.	Outside brick work	$8,733.00
13.	Concrete work for front steps area	$2,600.00
14.	Profit and overhead on above items	$2,110.49
15.	Mi-Mar Builders labor on above items	$9,086.00
16.	Repair all window sills and install limestone sills	$2,568.00
	Total	$46,233.49

Tom,

Figure the cost between, $42,000.00 and $46,000.00. ***Notes:*** *Brick repair on east wall was paid for by the previous owner. No painting or outside window/millwork on front of building is figured at this point. No tuckpointing. If you have any questions please give me a call. Thank you!*

Sincerely,

Mark Diedrich

Mark Diedrich
Mi-Mar Builders Inc.

paul j de leeuw | architect llc
1527 quinnette lane
de pere, wisconsin 54115
tele: 920 819 6700
paul@pjdarch.com
www.pjdarch.com

invoice

August 31st, 2011

Performa, Higher Education
Attn. Mr. Tom Gavic
1263 Main Street, Suite 213
Green Bay, WI 54302

Attn: Tom

Please see below for a detailed description of services offered for the month of Ju;y & August 2011.

Architectural Services

Item:	Description:	Hrs.:	Rate:	Amount Due:
301 Main St.	State Submittal Final Comments	Fixed Fee	$ n/a	$ 1,000.00
Total:				$ 1,000.00

Reimbursable Expenses

Item:	Description:	Amount:	Markup:	Amount Due:
State of Wisconsin	Final Comments Submittal	$ 175.00	n/a	$ 175.00
State of Wisconsin	Printing	$ 18.23	n/a	$ 18.23
WI Historical Society	FedEx	$ 23.36	n/a	$ 23.36
WI Historical Society	Printing	$ 19.24	n/a	$ 19.24
Total:				$ 235.83

Invoice Total: **$ 1,235.83**

If you have any questions, or require any clarification on the services, please let me know. Thank you for your business.

Paul J. De Leeuw, AIA
Principal

Aged Invoices - All invoices are due within 30 days of receipt. Any payments received outside of 30 days are subject to a 1.5% interest charge.

Current	31-60 Days	61-90 Days	91-120 Days
$1,235.83	$0.00	$0.00	$0.00

MI-MAR BUILDERS INC
Home Artistry

Carol Rosenberg   Pat Larscheid

P O Box 12557
Green Bay WI 54307-2557
920/434-6610

INVOICE # ***5106***

PAGE 1 **OF** 1

NAME	Performa H.E. LLC	**DATE**	July 31, 2012
ADDRESS	1263 Main Street, Suite 213	**JOB NAME**	same
CITY	Green Bay WI 54301	**TERMS**	**Due: Upon Receipt**

DESCRIPTION	AMOUNT
Monthly progress invoice per contract,	$48,519.00
Tom,	
If you have any questions don't hesitate to give us a call.	
Thank you for the work!	
Carol	
Mi-Mar Builders Inc.	
OK	

Thank you for your business!

TOTAL OF INVOICE $48,519.00

RESOLUTION #12-108

AUTHORIZING RENEWALS OF AGREEMENT WITH U.S. CELLULAR

WHEREAS, the Fire/Rescue Department currently utilizes cellular phone service through U.S. Cellular; and

WHEREAS, a renewal for such contract is needed for continued service; and

WHEREAS, the attached Cellular Service Agreement (Exhibit A) will renew such services for an additional two (2) year period; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to execute the Cellular Service Agreement attached as Exhibit A, together with such renewals thereof provided the renewal agreement is upon substantively similar terms as Exhibit A and the same has been properly budgeted therefore.

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 18th day of September, 2012.

APPROVED:

____

Michael J. Walsh, Mayor

ATTEST:

____

Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

U.S. Cellular

Proposal and Cellular Service Agreement

Between

U.S. Cellular®

And

City of De Pere

Bob Decoteau
Business Account Executive
920-366-2727
Robert.decoteau@uscellular.com

CONFIDENTIAL
Offer expires 9-15-2012

Exhibit A

U.S. Cellular

Agreement Overview

United States Cellular Corporation ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to City of De Pere, WI with its principal place of business at 335 S. Broadway, De Pere, WI 54115.

U.S. Cellular is a financially sound wireless provider that offers an advanced wireless network which has been aggressively expanded over the last 15 years. U.S. Cellular will continue to expand its network and seek opportunities to maintain U.S. Cellular's standing as a leader in the industry. U.S. Cellular will provide City of De Pere with cost effective rate plans, products and services based on their business needs, and unmatched customer service and support.

Executive Summary

City of De Pere Business Objectives

Wireless communication is essential to the overall productivity of City of De Pere. During our meeting, we determined the following priortites as crucial to your business effectiveness:

- Competitive rate plans with no roaming
- Voice and messaging opportunities
- Devices and accessories
- Smart phone solutions

The U.S. Cellular® Solution

- **National pooling or PAYG plans to fit needs with freedom to change**
- **Pooling plans with voice, voice & messaging, or PAYG plans**
- **Continued availability of $0.01 phones, reduced rate smart phones and accessories**
- **BlackBerry® and Android solutions and offerings**

U.S. Cellular

U.S. CELLULAR® INFORMATION

The Company

At U.S. Cellular, we're not just in the business of connecting calls, we're in the business of connecting people. We believe pride and respect aren't just words, they're words to live by. And we believe the most important thing about your phone is the person on the other end, and we'll work harder than anyone to keep you connected to them. This is U.S. Cellular and we believe in something better.

We focus on having the world's best customer service and delivering industry leading innovations. Our customers receive unique benefits such as a valuable rewards program that recognizes loyalty, new phones faster without continuously signing contracts, free Battery Swap, Overage Protection, and free incoming calls, texts and picture messages. Our strong line-up of cutting-edge devices are designed to simplify and organize your life and they are all backed by our high-speed nationwide network which has the highest call quality of any national carrier. We are rapidly expanding a 4G LTE network, which currently covers 25 percent of customers and will cover 54 percent by the end of 2012

Quick Facts:

- **Founded:** 1983
- **Headquarters:** Chicago, IL
- **Customers:** 5.9 Million
- **Revenue (2011):** $4 Billion
- **Associates:** 9,000
- **Network:** Fourth generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)

Customer Care Centers:

- Bolingbrook, IL
- Cedar Rapids, IA
- Knoxville, TN
- Tulsa, OK
- Waukesha, WI

U.S. Cellular believes in the power of the community and has made a commitment to invest more than $4.5 million in teachers and schools during 2010 and 2011. U.S. Cellular focuses on creating a personal connection with customers that extends beyond our award-winning network and is responding to an issue that is important to communities and affects us all – children's education. We're committed to helping schools through our grassroots initiatives: Calling All Communities and Calling All Teachers.

U.S. Cellular

TECHNOLOGY AND NETWORK

U.S. Cellular® has chosen CDMA (Code Division Multiple Access) 1XRTT and EV-DO rev. A as the primary technology for delivering outstanding voice and data service (technology varies by market). It is one of the most secure technologies available for wireless communication in the world today. CDMA is a "spread spectrum" technology, allowing many users to occupy the same time and frequency allocations, in a given band/space. CDMA systems have been in commercial use since 1995. CDMA networks operate in the 800 and 1900 MHz frequency bands with the primary markets in North America.

- **Outstanding Voice and Call Quality**
  CDMA filters out background noise, cross-talk, and interference so you can enjoy crystal-clear voice quality, greater privacy, and enhanced call quality. Qualcomm's CDMA variable rate vocoder translates voice into digital transmissions, zeroes and ones, at the highest translation rates possible (8kbps or 13kbps). This allows for crystal clear voice and also maximizes your system capacity.

- **Greatest Coverage for Lower Cost**
  CDMA's spread spectrum signal provides the greatest coverage in the wireless industry, allowing networks to be built with far fewer cell sites than is possible with other wireless technologies. Fewer cell sites translate to reduced operating expenses, which results in savings to both operators and consumers.

- **Packet Data**
  CDMA networks are built with standard IP packet data protocols. Other networks require costly upgrades to add new data equipment in the network and will require new data phones. Standard cdmaOne phones already have TCP/IP and PPP protocols built into them.

- **Mobile Broadband**
  Implementation of EV-DO technology in nearly all markets supports faster data rates and even greater network capacity. Download speeds with an EV-DO compatible handset or internet air card can range from 600kbps – 1 mbps and upload speeds range from 400 – 500 kbps. The result is faster access to critical information.

- **4G/LTE**
  The 4G LTE network is now available in select cities in Wisconsin, Maine, Iowa, North Carolina, Oklahoma and Texas. Additional cities in Illinois, Maryland, Missouri, New Hampshire, Oregon, Tennessee, Vermont, Virginia, Washington, and West Virginia will also have access to 4G LTE by the second half of 2012.

- **Longer Talk Time and Longer Battery Life**
  You can leave your phone on with CDMA. CDMA uses power control to monitor the amount of power your system and handset need at any time. CDMA handsets typically

transmit at the lowest power levels in the industry, allowing for longer battery life which results in longer talk time and standby time.

- **Fewer Dropped Calls**
  CDMA's patented "soft handoff," method of passing calls while customers travel across the network sharply reduces the risk of disruption or dropped calls. The process of soft handoff leads to fewer dropped calls as 2 or 3 cell sites are providing service for your call at any given time.

- **Improved Security and Privacy**
  CDMA's digitally encoded, spread spectrum transmissions resist eaves dropping. Designed with about 4.4 trillion codes, CDMA virtually eliminates cloning and other types of fraud.

- **Greater Capacity**
  CDMA allows the largest number of subscribers to share the same radio frequencies, helping service provider's increase their profitability. CDMA can provide more than three times the capacity of other digital platforms.

- **Reduced Background Noise and Interference**
  CDMA combines multiple signals and improves signal strength. This leads to the near elimination of interference and fading. Both electrical background noise (computer noise) and acoustic background noise (background conversations) are filtered out by using narrow bandwidth which corresponds to the frequency of the human voice. This keeps background noise out of your conversations.

- **Rapid Deployment**
  CDMA systems can be deployed and expanded faster and more cost effectively than most wire line networks. And because they require fewer cell sites, CDMA networks can be deployed faster than other types of wireless networks.

- **Wide Product Selection**
  CDMA is one of the two leading global wireless technologies. This enables service providers and customers to choose from a wide range of highly advanced, cost-competitive, CDMA-based products.

U.S. Cellular

Features & Benefits

Flexible Calling Plans
Customize a plan that's best for your business. Select the amount of minutes your company needs including Free Incoming Calls, Texts and Pix and choose options like Free Mobile-to-Mobile or unlimited Nights and Weekends.

Free Incoming Calls, Texts, Pix and Video Messages
Nearly half the time you spend on your phone is free.

Free Mobile-to-Mobile Calls (on select plans)
Unlimited Calls to and from other U.S. Cellular® customers nationwide.

Unlimited Nights and Weekends Starting at 7 p.m. (on select plans)
Unlimited calling Monday through Friday from 7 p.m. to 6:59 a.m. and all day Saturday and Sunday.

Battery Swap
We believe running out of power shouldn't stand in the way of staying connected to your customers and employees. With Battery Swap, you can come into a U.S. Cellular® store and swap your battery for a fully charged one, free, and stay connected to your business. This program is offered at most locations. Visit uscellular.com/storefinder to find a participating location.

My Contacts Backup
Download and register My Contacts Backup for free, so that if you ever need to replace a phone, you won't need to reload your contacts. Check out how easy it is to back up your contacts at uscellular.com/mycontactsbackup.

Nationwide Long Distance
No long distance charges when calling anyone nationwide, including calls to Puerto Rico.

Call Forwarding
Transfer incoming calls to any other phone number when you're not with your wireless phone.

Call Waiting
Stay connected with one call while answering another.

Caller ID
Lets you know who's calling before you answer.

Three-Way Conference Calling
Add a third party to your current call.

U.S. Cellular

Voice Mail
Our Voice Mail service answers calls when you can't.

International Dialing
International Dialing gives you direct access to over 200 countries. Consult a U.S. Cellular® representative or visit uscellular.com/countrycodes for country rates and availability.

International Text Messaging
Text over 100 countries from your wireless phone. There is no extra fee for the text messages you send and incoming messages are still free. Consult a U.S. Cellular® representative for country availability.

Directory Assistance
Call Directory Assistance by dialing 411 from your wireless phone to get the phone numbers of the people and businesses you need. You can also get additional information like movie times and locations, restaurant listings and more. In addition to the Directory Assistance charge, airtime and toll charges may apply.

U.S. Cellular

Local Service and Support Structure

U.S. Cellular® provides specialized Support Teams for its business and government accounts. These individuals are some of U.S. Cellular's most experienced, tenured associates whose focus is to provide personalized and professional service.

Dedicated Local BAE:

U.S. Cellular provides a **Business Account Executive (BAE)** to business and government accounts for personal and local sales representation. These representatives work closely with customers to understand their business needs and offer services and rate plans specifically suited to those needs.

Bob Decoteau
920-366-2727
Robert.decoteau@uscellular.com

Dedicated Local Sales Support Specialist:

U.S. Cellular will provide a local Sales Support Specialist to assist your business account by facilitating phone training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services, and other field support.

Jill Foth
920-418-5455
Jill.foth@uscellular.com

Business to Business Billing Support:

City of De Pere will also have access to a specialized Business to Business Customer Service and Billing Support Team.
Business Support – 1-800-819-9373

Battery Support

U.S. Cellular retail locations will be equipped to exchange your associate's handset batteries at no cost to the City of De Pere or the end user. Device must be active with U.S. Cellular® service and be one of the many devices supported by the U.S. Cellular® Battery Swap Program.

Roamer Support Center:

U.S. Cellular's Roamer Support Center is open 24 hours a day 7 days a week and can assist customers when they are roaming and encountering problems placing or receiving calls.

Roamer Support Center: 1-888-872-7462

U.S. Cellular

RECOMMENDED RATE PLANS

U.S. Cellular® offers a variety of business rate solutions designed for the City of De Pere's specific needs.

All of U.S. Cellular's Business plans include nationwide long distance calling as well as productivity tools such as voice mail, caller ID, call waiting, call forwarding, detailed billing (at your request) and 3-way calling at no additional charge.

State of WI & Authorized User Rate Plans

State Voice Plan - Local/National				
		MRC		Per Minute
Incoming	$	-	$	0.05
Outgoing	$	-	$	0.05
Toll Free	$	-	$	0.05
Mobile to Mobile	$	-	$	0.05
Domestic Long Distance	$	-	$	-
Intrastate Roaming	$	-	$	-
Interstate Roaming	$	-	$	-
Directory Assistance (per call)	$	-	$	1.95

Alternate Rate Plan Discount	
Percentage discount from Published Monthly Access Charge, (Excludes any rate plans that earn Reward Points)	25%

Voice/Smartphone Plan Add-On Features			
		MRC	Per MB overage
Unlimited Mobile to Mobile	$	10.00	N/A
Unlimited CALL ME Minutes	$	10.00	N/A
Tethering (smartphone feature only)	$	25.00	$.49/MB

U.S. Cellular

Text Packages						
		MRC		Per Text overage	Included Outgoing Msg	Included Incoming Msg
Pay As You Go Text Messaging	$	0	$	0.10	0	Unlimited
Text Messaging 250	$	4.95	$	0.10	250	Unlimited
Text Messaging 750	$	9.95	$	0.10	750	Unlimited
Unlimited Text Messaging	$	14.95	$	0.10	Unlimited	Unlimited
Unlimited TXT/PIX-VID Messaging	$	19.95		N/A	Unlimited	Unlimited

Smartphone Data Plan				
		MRC		Per MB overage
Cost Per Line Per Month for Access (5GB) *** Includes BB BES, Android, and Windows Mobile®	$	24.95	$	0.10
Cost Per Line Per Month for Access (2GB)	$	25.00		$10/GB

Aircard / Hotspot / Tablet Data Plan			
		MRC	Per MB/GB overage
Cost Per Line Per Month for Access (5GB)	$	40.00	$10/GB
Cost Per Line Per Month for Access (2GB)	$	22.00	$10/GB

U.S. Cellular

EQUIPMENT/HANDSET PRICING

The City of De Pere will receive discounted equipment pricing that U.S. Cellular® will offer with a two-year service contract. The discounted pricing listed below applies to all new activations and eligible equipment upgrades.**

U.S. Cellular® phone handset and pricing offer:

Voice Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

		Price
Samsung Chrono 2	$	0.01
Samsung Freeform 4	$	0.01

Smartphone Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

		Price
BlackBerry® 9350 Curve	$	0.99
Motorola Electrify	$	150.99
Samsung Galaxy II	$	150.99

Aircard & Hotspot Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

		Price
PCD UM185 Data Card (requires 2GB or higher Data Plan)	$	0.01
SamsungSCH-LC11 Hotspot (requires 2GB or higher Data Plan)	$	0.01

Other Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

		Price
HTC Flyer (requires 2GB or higher Data Plan)	$	449.99

U.S. Cellular

All other equipment pricing follow the formula listed below:
*** Formula is based on the RETAIL Price of equipment not specifically listed above ***

	Fixed % Discount (off retail price)	Fixed Dollar Credit (taken after fixed % discount is applied off retail)
Voice Only Handheld Device	25%	$ 100.00
Combined Voice and Data Handheld Device	25%	$ 299.00
Data Only Device excluding Tablets	25%	$ 100.00
Tablets (2GB data plan mandatory)	25%	$ 150.00
Accessories	25%	

These handsets include a color screen, battery, wall charger and ear bud.
U.S. Cellular reserves the right to substitute comparable models due to manufacturer's availability.

Lines of service on which the phone handset was purchased at least 18 months previously are eligible for upgrade at the discounted prices listed above.

Fee Schedule			
Federal Universal Service Fund Fee	$	0.50	Per CTN
WI Police & Fire Fee	$	0.75	Per CTN for the 1st 10 CTN's
WI Police & Fire Fee	$	0.075	Per CTN for lines 11 & greater

U.S. Cellular

PARTNER EMPLOYEE DISCOUNT PROGRAM (PEDP) (RATES AND DISCOUNTS MAY BE SUBJECT TO CHANGE)

Discounted Service for Your Associates
The City of De Pere's partnership with U.S. Cellular® qualifies your employees for a discount on their consumer wireless service! If PEDP requirements are met, both current and new customers employed by the City of De Pere will be able to take advantage of this discount and great customer service that U.S. Cellular has become known for.

Gaining access to the discount is easy! Associates simply visit www.uscellular.com/partner. Upon entering their name and corporate e-mail address they will receive an e-mail with their discount. They will then simply be prompted to continue with the process and have the discount applied.

Requirements:

- City of De Pere must maintain at least 21 lines of service during the term of this Agreement. (changes to the number of active lines on the corporate account may impact discount rate)
- Discount will only be applied to the voice plan portion (On Belief Plans the discount applies to the voice, messaging and data bundle)
- Single line plans must have a monthly service charge of $69.95 or greater
- Family Plans must have a monthly service charge of $99.99 or greater
- Not eligible on Wireless Modem or data only plans

U.S. Cellular

TERMS OF AGREEMENT

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of execution of this Agreement. All lines will have coterminous end dates. If the City of De Pere should cancel its service before the expiration of this Agreement, or should elect not to renew its service with U.S. Cellular upon expiration of the Agreement, any lines that received equipment discounts within the previous (six months of service) will be charged full list price for each piece of equipment. This Agreement covers any lines of service added under this Agreement. The Terms and Conditions of Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to the Customer.

- **City of De Pere Corporate Activation Fees are Waived**

- **Termination Fees –**

  $150.00 per line for Feature Phones, Modems and Hotspot devices.

  $350.00 per line for Smartphones and Tablets.

- **Expiration Date of Contract:** Twenty-four months from date of contract signing by U.S. Cellular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR CORPORATION	**City of De Pere, WI**
By: [signature]	By:____________
Name: Robert F. Decoteau Jr	Name: ____________
Title: Business Account Executive	Title: ____________
Date: 7/31/12	Date:____________

U.S. Cellular

EXHIBIT A

TERMS AND CONDITIONS OF AGREEMENT

These are the Terms and Conditions for Service between the customer ("you") and United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services/programs, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions (typically, but not exclusively, included in the applicable brochure or literature) applicable to each Service, and (4) if you purchase data services, the additional terms posted at www.uscellular.com/termsandconditions.

Eligibility

You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for certain rate plans. All accounts you have with us must be kept in good standing in order to be eligible for Service. If any account is not in good standing, all accounts are subject to suspension and/or termination.

Term/Termination/Early Termination Fee

This Agreement is effective on the day we activate your Service and continues until terminated in a manner as provided below. You may terminate Service at any time by notifying U.S. Cellular. Termination by you shall be effective immediately unless you request a later termination date. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. U.S. Cellular may terminate or suspend your Service at any time without notice if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date." Additionally, U.S. Cellular may terminate this Agreement at any time without notice if we cease to provide Service in your Home Market. If the Agreement is terminated for any reason during the Initial Term ("IT") other than pursuant to (i) the "Changes to Relationship" paragraph below, (ii) any applicable U.S. Cellular guaranty period or (iii) U.S. Cellular ceasing to provide Service in your Home Market, you may be assessed an Early Termination Fee ("ETF"). The duration of the IT and initial value of the ETF are defined in your Service Agreement. Each line of Service shall be subject to a separate ETF. Starting in the 5th month of the Agreement and each month thereafter, the ETF will be reduced by a ratable amount for the remaining months of the IT. By way of example, an ETF of $150.00 for a 2 year IT will be reduced by $7.50 each month and an ETF of $350 for a 2 year IT will be reduced by $17.50 each month over the last 20 months of the IT. Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

Use of Service
At least 50% of your monthly voice usage must be used in U.S. Cellular's licensed markets. No more than 200 MB of your data usage in any month may be used in U.S. Cellular's non-licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations)

Payment and Due Date
You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other discretionary goods and services (such as ringtones, graphics, games and other on-line content) regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly bill. We may charge a late fee of up to $5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment (except where prohibited by law). We will refund final credit balances of less than $1 only upon request.

Coverage
You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity

limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

Lost or Stolen Phones

You are responsible for all authorized charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone, you must report your phone as lost or stolen immediately so that we may investigate your claim. We will investigate any claims of unauthorized charges within 30 days. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate. If we determine that the charges are unauthorized, we will credit your account.

Deposits

U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 11 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account. Interest will not be paid on deposits unless required by law.

Billing Practice

Your monthly Service fee will be billed in advance and your usage charges not covered by your monthly Service fee will be billed in arrears. Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. Text, Picture and Video Messaging are billed per address/recipient.

YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED BY CONTACTING U.S. CELLULAR AS PROVIDED ON YOUR BILL. YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING SUCH DISPUTE IF YOU FAIL TO DISPUTE THE CHARGE ON YOUR BILL WITHIN 180 DAYS AFTER THE ISSUANCE OF THE BILL. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE

ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.

Billing Out of Area Calls. Billing for some calls made/received by you outside of the home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

Changes to Relationship
We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

Privacy/Acceptable Use/Copyright
U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect, process and share personal information about you or your account consistent with our privacy policy, available at www.uscellular.com, without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at www.uscellular.com.

Credit Information
You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.

Limits of Liability
U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR

EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

Disclaimer of Warranties
U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

Assignment
U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

Entire Agreement
This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. THE AMERICAN

ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. U.S. CELLULAR EXPRESSLY REJECTS AND DOES NOT CONSENT TO ANY CONSOLIDATION OF CLAIMS OR CLASS ACTION IN THE ARBITRATION. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

Directory Information
U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

No Waiver; Severability
U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

Errors
We reserve the right to correct any errors or omissions in the Agreement.

CITY OF DE PERE

To: Finance/Personnel Committee

From: Assistant Chief Jim Stupka

Date: September 6, 2012

Re: Update to existing cell contract

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

Please find attached the update to the fire department existing cell phone contract for your consideration.

The new contract was negotiated by the State of Wisconsin of which we are able to take advantage. Under the existing plan there is a \$3.95 per month charge for a phone connection, new plan eliminates this charge. Texting was \$.25 each and is now \$.10 each. Air time for calls was \$.09 per minute and is now \$.05. New features available for data transmission are 25% less than under the old contract.

This should reduce our overall cellular service bill by a small percentage. Please feel free to contact me with any questions on this issue at 920-339-4090.

RESOLUTION #12-109

AUTHORIZING EXTENSIONS OF COST SHARE AGREEMENTS FOR POLICE SCHOOL LIAISON PROGRAM WITH THE UNIFIED SCHOOL DISTRICT OF DE PERE AND THE WEST DE PERE SCHOOL DISTRICT

WHEREAS, the City and the Unified School District of De Pere are parties to an Agreement Regarding Cost Sharing of Police School Liaison Program Costs; and

WHEREAS, the City and the West De Pere School District are parties to a Cost Sharing Agreement Regarding Police Liaison Services; and

WHEREAS, the City, the Unified School District of De Pere, and the West De Pere School District are all parties to a Cost Share Agreement for Police Elementary School Liaison Services; and

WHEREAS, all three agreements are in need of renewal; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to enter into the following Agreements:

1. Extension of Cost Sharing Agreement Regarding Police School Liaison Program Between the City of De Pere and the Unified School District of De Pere (Exhibit 1);

2. Extension of Cost Sharing Agreement Regarding Police School Liaison Program Between the City of De Pere and the West De Pere School District (Exhibit 2); and

3. Extension of Cost Sharing Agreement Regarding Police Elementary School Liaison Program Between the City of De Pere, West De Pere School District and the Unified School District of De Pere (Exhibit 3).

BE IT FURTHER RESOLVED THAT:

The Mayor and Clerk-Treasurer are further authorized and directed to execute future extensions of the aforementioned Agreements provided they are substantively similar to the instant Agreements and have been properly budgeted therefore.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of

September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

EXTENSION OF COST SHARING AGREEMENT REGARDING POLICE SCHOOL LIAISON PROGRAM BETWEEN THE CITY OF DE PERE AND THE UNIFIED SCHOOL DISTRICT OF DE PERE

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Municipal Corporation ("City") and the Unified School District of De Pere, ("the District"), hereinafter referred to collectively as "the Parties."

WHEREAS, City and the District entered into an agreement as of July 1, 2001 regarding Police School Liaison cost sharing, which has been extended from time to time; and

WHEREAS, the Parties wish to memorialize, in writing, their continued desire to cost share the police school liaison position upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.

2. The City and the District agree to equally share (50% each) the wage and benefit cost of one full time City police officer for the police school liaison program for the school terms covered by the length of this Agreement in accordance with the attached Wage, Benefit and Equipment Costs schedule, attached hereto and incorporated by reference as Exhibit A.

   A. "Fringe" benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.

   B. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies and photocopy costs.

C. "Administrative charge" shall cover department administration and secretarial assistance and support costs.

3. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work for the assigned officer during the portion of the year not covered by the school term will be the responsibility of the City. Any costs associated with work scheduled for the assigned officer by the City for regular police duty during breaks in and between school years are not shared costs between the City and the District.

4. All overtime costs incurred by City for the District functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.), shall be the sole responsibility of the District.

5. On or before July 1st of each year under this Agreement, City will invoice the District for 50% of the officer costs incurred over the preceding 6-month period (January-June). Such invoice shall be paid on or before July 31st of the year invoiced. On or before January 1st of each year, the City will invoice the District for 50% of the officer costs incurred over the preceding six-month period (July-December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.

6. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council and the School Board of the Unified School District of De Pere.

7. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

Dated this _____ day of ____________________, 201___.

CITY OF DE PERE	**UNIFIED SCHOOL DISTRICT OF DE PERE**
______________________________	______________________________
Michael J. Walsh, Mayor	Dr. Ben Villarruel, Superintendent
______________________________	______________________________
Shana L. Defnet, Clerk-Treasurer	Paul Summerside, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for School Liaison Officer
Unified School District of De Pere

2012 Costs

Wages	$	65,076
Holiday Pay	$	2,596
Fringe Benefits (45%)	$	30,452
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	99,364
4% Administrative Charge	$	3,975
Total Costs	$	103,339
85% of Year	$	87,838
2012 Cost per Participant	**$**	**43,919**

2013 Costs

Wages	$	67,028
Holiday Pay	$	2,674
Fringe Benefits (45%)	$	31,366
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	102,308
4% Administrative Charge	$	4,092
Total Costs	$	106,400
85% of Year	$	90,440
2013 Cost per Participant	**$**	**45,220**

EXTENSION OF COST SHARING AGREEMENT REGARDING POLICE SCHOOL LIAISON PROGRAM BETWEEN THE CITY OF DE PERE AND THE WEST DE PERE SCHOOL DISTRICT

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Municipal Corporation ("City") and the West De Pere School District, ("West De Pere"), hereinafter referred to collectively as "the Parties."

WHEREAS, City and West De Pere entered into an agreement as of July 1, 1999 regarding Police School Liaison cost sharing, which has been extended from time to time; and

WHEREAS, the Parties wish to memorialize, in writing, their continued desire to cost share the police school liaison position upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the Parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.

2. The City and West De Pere agree to equally share (50% each) the wage and benefit cost of one full time City police officer for the police school liaison program for the school terms covered by the length of this Agreement in accordance with the attached Wage, Benefit and Equipment Costs schedule attached hereto and incorporated by reference as Exhibit A.

    A. "Fringe" benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.

    B. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies and photocopy costs.

C. "Administrative charge" shall cover department administration and secretarial assistance and support costs.

3. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work for the assigned officer during the portion of the year not covered by the school term will be the responsibility of the City. Any costs associated with work scheduled for the assigned officer by the City for regular police duty during breaks in and between school years are not shared costs between the City and West De Pere.

4. All overtime costs incurred by City for West De Pere District functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.), shall be the sole responsibility of West De Pere.

5. On or before July 1st of each year under this Agreement, City will invoice West De Pere for 50% of the officer costs incurred over the preceding 6-month period (January-June). Such invoice shall be paid on or before July 31st of the year invoiced. On or before January 1st of each year, the City will invoice West De Pere for 50% of the officer costs incurred over the preceding six-month period (July-December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.

6. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council and the School Board of the West De Pere School District.

7. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

Dated this _____ day of ____________________, 201___.

CITY OF DE PERE	**WEST DE PERE SCHOOL DISTRICT**
______________________________	______________________________
Michael J. Walsh, Mayor	John R. Zegers, Superintendent
______________________________	______________________________
Shana L. Defnet, Clerk-Treasurer	Barbara E. Van Deurzen, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for School Liaison Officer
West De Pere School District

2012 Costs

Wages	$	65,076
Holiday Pay	$	2,596
Fringe Benefits (45%)	$	30,452
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	99,364
4% Administrative Charge	$	3,975
Total Costs	$	103,339
85% of Year	$	87,838
2012 Cost per Participant	**$**	**43,919**

2013 Costs

Wages	$	67,028
Holiday Pay	$	2,674
Fringe Benefits (45%)	$	31,366
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	102,308
4% Administrative Charge	$	4,092
Total Costs	$	106,400
85% of Year	$	90,440
2013 Cost per Participant	**$**	**45,220**

EXTENSION OF COST SHARING AGREEMENT REGARDING POLICE ELEMENTARY SCHOOL LIAISON PROGRAM BETWEEN THE CITY OF DE PERE, WEST DE PERE SCHOOL DISTRICT AND THE UNIFIED SCHOOL DISTRICT OF DE PERE

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City"), the West De Pere School District, ("West De Pere"), and the Unified School District of De Pere ("Unified"), hereinafter referred to collectively as "the Parties."

WHEREAS, the Parties entered into a Cost Sharing Agreement regarding Police Elementary School Liaison Program, dated as of January 1, 2001, which has been extended from time to time; and

WHEREAS, the Parties wish to extend the term of the Cost Sharing Agreement through June 30, 2013, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the Parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.
2. The City, West De Pere and Unified agree to equally share (33.33% each) the wage and benefit cost of one full time City police officer for the police elementary school liaison program for the school terms covered by the years 2012 through 2013 in accordance with the attached Wage, Benefit and Equipment Costs schedule, incorporated by reference as Exhibit A.

A. “Fringe” benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.

B. “Equipment” costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies, and photocopy costs.

C. “Administrative charge” shall cover department administration and secretarial assistance and support costs.

3. The City will coordinate the scheduling of the assigned officer between West De Pere and Unified.

4. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work during the portion of the year not covered by the school term for the assigned officer during the remainder of the year will be the responsibility of the City.

5. All costs associated with work scheduled for the assigned officer by the City for regular police duty during and after the school year will be the sole responsibility of the City and will not be shared between the City, West De Pere and Unified.

6. West De Pere and Unified shall each be responsible for the actual overtime costs incurred as a result of functions or actively beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.) in the respective school districts.

7. On or before June 1st each year covered by this Agreement the City will invoice West De Pere for 33.33% of the officer costs plus overtime and Unified for 33.33% of the officer costs plus overtime incurred over the preceding 6-month period

(January-June). Such invoice shall be paid on or before June 30th of the year invoiced. On or before January 1st of each year, the City will invoice West De Pere for 33.33% of the officer costs plus overtime and Unified for 33.33% of the officer costs plus overtime incurred over the preceding 6-month period (July – December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.

8. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council, the School Board of the West De Pere School District, and the School Board of the Unified School District of De Pere.

9. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

[Remainder of page intentionally left blank]

10. This Agreement may be executed by the Parties in counterparts.

Dated this _____ day of __________________, 201___.

CITY OF DE PERE	**UNIFIED SCHOOL DISTRICT OF DE PERE**
______________________________	______________________________
Michael J. Walsh, Mayor	Dr. Ben Villarruel, Superintendent
______________________________	______________________________
Shana L. Defnet, Clerk-Treasurer	Paul Summerside, School Board President
	WEST DE PERE SCHOOL DISTRICT
	______________________________
	John R. Zegers, Superintendent
	______________________________
	Barbara E. Van Deurzen, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for Elementary School Liaison Officer
Unifed School District of De Pere and West De Pere School District

2012 Costs

Wages	$	65,076
Holiday Pay	$	2,596
Fringe Benefits (45%)	$	30,452
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	99,364
4% Administrative Charge	$	3,975
Total Costs	$	103,339
85% of Year	$	87,838
2012 Cost per Participant	**$**	**29,279**

2013 Costs

Wages	$	67,028
Holiday Pay	$	2,674
Fringe Benefits (45%)	$	31,366
Uniform Articles	$	440
Equipment	$	800
Subtotal	$	102,308
4% Administrative Charge	$	4,092
Total Costs	$	106,400
85% of Year	$	90,440
2013 Cost per Participant	**$**	**30,147**

RESOLUTION #12-110

AUTHORIZING IMPOUND AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE BAY AREA HUMANE SOCIETY
2013 – 2015

WHEREAS, the City and Bay Area Humane Society have been parties to previous agreements for the purpose of impounding stray, injured, or unattended domestic animals; and

WHEREAS, the Humane Society has proposed to renew such Agreement with certain rate changes for the years 2013, 2014 and 2015; and

WHEREAS, the Finance/Personnel Committee has reviewed such Agreement and recommends approval of the same.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are directed to execute the Impound Agreement between the City of De Pere and the Bay Area Humane Society attached hereto and incorporated by reference as Exhibit A.

BE IT FURTHER RESOLVED THAT:

All City officers, officials and employees of the City of De Pere are authorized and directed to take all actions lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

Impound Agreement between the City of DePere and the Bay Area Humane Society

This agreement is entered into by and between the CITY OF DEPERE, a municipal corporation existing under the laws of the State of Wisconsin, with principal offices located at 325 South Broadway, DePere, Wisconsin (hereinafter referred to as the Municipality), and the BAY AREA HUMANE SOCIETY, a Wisconsin not-for-profit corporation, whose principal office is located at 1830 Radisson Street, Green Bay, Wisconsin (hereafter referred to as the Humane Society).

WHEREAS, the Municipality from time to time acquires strayed, abandoned, or unattended animals and is desirous of a proper placed to keep such animals where they will receive humane care; and

WHEREAS, the Humane Society is an organization devoted, among other things, to the care of animals and has facilities to provide for proper care in a humane way for strayed, injured, abandoned or unattended animals.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The Humane Society agrees to accept for shelter, stray domestic animals from officials of the Municipality and citizens who find strayed animals within the Municipality and provide the animals with food, shelter, water and humane care.

2. The Humane Society shall be empowered to issue dog and cat licenses; to impound all animals coming into its control and custody as a result of violations of the animal regulations; to place or humanely dispose of such animals as come into its control; and to manage and enforce the rabies control programs pursuant to all ordinances now in effect.

3. This agreement shall include domestic animals such as dogs and cats, but shall not include wildlife.

4. The Municipality shall pay the Humane Society flat fee per animal admitted into the facility. This fee will include the state mandated seven (7) day holding period for normal stray or ten (10) days for state mandated rabies hold (see Paragraph 8 below). The Municipality will not be responsible for animals surrendered by their owners to the Humane Society. In the event the Humane Society should decide to keep the animal longer than the seven day impound period, it shall be at the expense and cost of the Humane Society. Animals that have bitten a member of the public shall be kept for the time set forth in Paragraph 8 below. The Municipality's fees for stray dogs/puppies and cats/kittens are the following per animal:

Admittance Fee

2013:	$155.00
2014:	$155.00
2015:	$155.00

The Municipality's admittance fees for stray small domestic animals (rabbits, birds, etc…) shall be as follows per animal:

Admittance Fee

2013:	$60.00
2014:	$60.00
2015:	$60.00

5. In the event that the Municipality should request the Humane Society to hold an animal for longer than the stray or quarantine hold period (i.e. police evidence holds, etc), the Municipality shall notify the Humane Society in writing and the Municipality agrees to pay the Humane Society at the extended rate of $20.00 per day.

6. In the event that the animal is claimed by the owner, the owner shall pay the Humane Society and shall recover an admittance fee plus per day boarding fees prior to the release of said animal. The Municipality will not be billed for claimed animals. The Humane Society shall require a dog or cat license, proof that the animal is currently immunized against rabies, presentation of a pre-paid receipt from a veterinary clinic or payment of a rabies vaccination deposit to the Humane Society before releasing an animal to its owner.

7. The Humane Society shall maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.

8. The Humane Society will cooperate with the Brown County Health Department by following the procedures required with respect to animals having bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Section 95.21 Wisconsin Statutes. In the event the animal is a stray, the Municipality shall be financially responsible for normal admittance costs plus testing suspect animals for rabies, if ordered by the victim's physician. The Municipality shall pay for said care of quarantined animals to the Humane Society the amount of admittance which shall include euthanasia at the end of the quarantine period. Any veterinarian bills are to be directed to the Municipality. In the event the animal is an owned animal the owner will be responsible of our customary and usual admittance fee plus our customary and usual daily boarding fees.

9. Injured and ill animals shall be transported, if condition requires, to the Municipality's designated veterinarian facility or the Green Bay Animal Emergency Center after hours, for assessment and/or treatment as such facility shall recommend.

The Humane Society shall not authorize nor incur additional services or fees above the limit set by the Municipality ($250.00) without prior written approval by the Municipality. The Humane Society will make every reasonable effort to treat minor medical conditions at the Shelter and at the expense of the Humane Society. The Humane Society will make the determination as to which animals it feels need Veterinary medical care. Any additional services or treatment requested by the Humane Society, which are in excess of the Municipality's written standard injured animal procedure, shall be the sole responsibility of the Humane Society.

10. The Humane Society shall keep good and accurate records in compliance with the stray animals covered by this agreement and they shall be open and available for inspection by the Municipality through its employees and agents at all reasonable times.

11. The Humane Society during the life of this agreement shall submit an itemized statement to the Municipality, and the Municipality agrees to remit payment within 30 days unless the Municipality questions the correctness of the statement. In that event, the Municipality shall pay all un-contested items. And further, the parties agree to as expeditiously as possible, resolve the controversy with a view toward prompt payment and without undue delay.

12. The Humane Society agrees to comply with the rules, regulations, and statutes of the State of Wisconsin and the Municipal Codes of the Municipality as those statutes, rules, regulations, and provisions of the Code pertain to the areas of stray animals and the restraint of animals running at large.

13. The Humane Society will notify the Municipality, whenever a stray animal is redeemed by its owner on a second or subsequent occasion and the Village shall respond according to its established citation procedures.

14. The Humane Society shall indemnify and hold harmless the Municipality from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act of neglect of the Humane Society, its contractors, agents, or servants in connection with the performance of the above related duties. Further more the Municipality shall indemnify and hold harmless the Humane Society from all demand, claims, causes for action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising form or growing out of, any act of neglect of the Municipality, its contractors, agents or servants in connection with the performance of this contract.

15. The Humane Society, its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents or volunteers of the Municipality.

16. The Humane Society shall procure and maintain during the term of this agreement, Workers' Compensation Insurance prescribed by the laws of the State of Wisconsin.

17. The Humane Society procure and maintain during the term of this agreement, comprehensive general liability coverage in the amount of $1 million dollars that shall protect the Humane Society from claims from damages to property or for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Humane Society, by a subcontractor, or by anyone employed directly or indirectly by either of them. If requested by the Municipality, the Humane Society shall place on file with the Municipality's Risk Management (Insurance) Department, a certificate of insure which names the Municipality as additional insured.

18. It is understood and agreed by the Municipality and the Humane Society that in the event the animal control ordinances are suspended or revised to cause the level of services to be performed by the Humane Society under this agreement to be increased, then such provisions shall not be applicable with respect to this agreement.

19. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for the period January 1, 2013, through and including December 31, 2015. However, it is fully agreed that this contract may be terminated by either party upon sixty days written notice to the other of an intention to terminate this agreement or enter into a new agreement. Both parties agree to start contract negotiations in June, 2015, for a 2016 and beyond agreement.

20. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon written consent of the parties hereto.

Dated at De Pere, Wisconsin, this _____ day of _______________, 2012

CITY OF DE PERE, WISCONSIN

By: ____
Michael Walsh, Mayor

By: ____
Shana Defnet, Clerk-Treasurer

BAY AREA HUMANE SOCIETY

By: ____
David Fenlon, President, Board of Directors

By: ____
Stephen Heaven, Executive Director

RESOLUTION #12-111

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC. (WDNR Field Screening Services)

WHEREAS, the City requires consulting services for field screening needs at seven (7) stormwater outfalls that discharged into the Fox River; and

WHEREAS, McMahon Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish the field screening 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 McMahon Associates, Inc. (WDNR Field Screening Services) as is attached hereto as Exhibit 1, subject to such technical revisions as may be approved by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

APPROVED:

____

Michael J. Walsh, Mayor

ATTEST:

____

Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC. (WDNR Field Screening Services)

THIS AGREEMENT, made and entered into on this ____ day of _____________, 2012, by and between the City of De Pere ("City") and McMahon Associates, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City requires consulting services for field screening needs at seven (7) stormwater outfalls that discharge into the Fox River; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the August 29, 2012 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated September 5, 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 field screening 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 as follows:

1. Field screening by November 1, 2012; and
2. Final document submission to City by December 3, 2012.

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 $1,125 payable in a lump sum at the conclusion of the project. If additional gathering and testing is required, Consultant agrees to additional compensation in the amount not to exceed $90 per outfall payable in a lump sum at the conclusion of the project.

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; except for soil investigations and electrical and instrumentation engineering. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

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

If to Consultant:

McMahon Associates, Inc.
Attention: Nick Vande Hey, P.E., CPESC
P.O. Box 1025
Neenah, WI 54957-1025

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

MCMAHON ASSOCIATES, INC.
By:

____

Print Name:
Title:

____

Print Name:
Title:

CITY OF DE PERE
By:

____

Michael J. Walsh, Mayor

____

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2012\McMahon (WDNR Field Screening)-9-12-189-005-11.docx

City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8304
Fax: 920-339-4071

Eric P. Rakers, P.E.
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

August 29, 2012

Mr. Steve Rosenbeck
McMahon
1445 McMahon Drive
Post Office Box 1025
Neenah, Wisconsin 54957-1025

RE: WDNR Field Screening

Dear Mr. Rosenbeck:

The city of De Pere is requesting a proposal from your firm to complete work related to the WDNR's field screening requirements. This is the third year of the City's five-year program for field screening. The City is required to complete field screening on City owned major outfalls. As part of that program, field screening is to be completed on seven outfalls that discharge to the Fox River this year. Pictures of the outfalls and a map of the locations have been included for your use in preparing a proposal. Field screening is to be done to meet the requirements of NR 216. A worksheet has been prepared to identify the information the City is requiring. You have the option to use your own form. City staff will accompany the consultant's personnel and assist in the field. For outfalls with flow, samples are to be taken and tested for illicit or illegal discharges per the attached worksheet. If the results fall outside acceptable levels, additional testing is to be completed upstream in an attempt to locate the source. City staff will assist with locating upstream manholes and potential sources. Your firm will take and test the additional samples.

Upon completion of the testing, the attached worksheet will be completed for each outfall and submitted to the City.

The City is requesting a letter proposal from you with the following:

- Cost for the completion for the field screening of seven outfalls.
- Cost to complete additional upstream sampling due to potential illicit or illegal discharges. Assume 10 additional upstream sampling locations.

Please submit your response to me by 1:00 pm on Thursday, September 6th, 2012. The City anticipates awarding this work at the September 18th, 2012 City Council Meeting. A city contract will be sent to the successful firm for signatures. A copy of the contract form is available for your review. Field screening is to be completed by November 1st, 2012 with the final documents submitted to the City by December 3rd, 2012.

Sincerely,

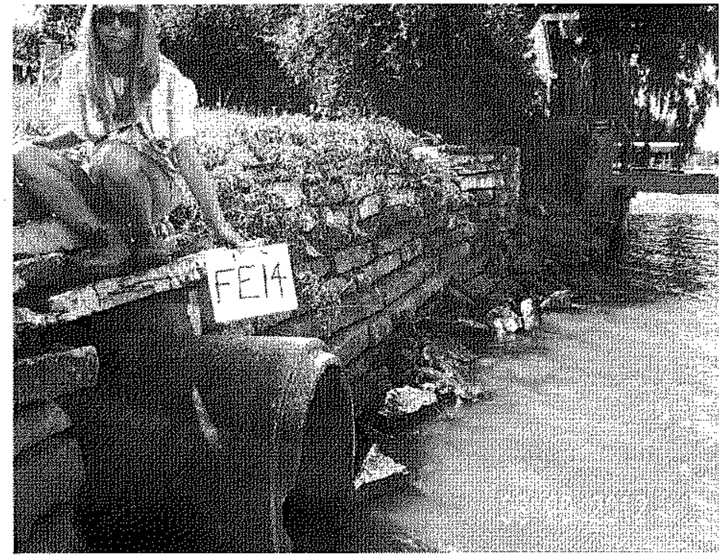
DEPARTMENT OF PUBLIC WORKS

E. P. Rakers

Eric P. Rakers, P.E.
City Engineer

EPR/pjd
Enclosures
X:\Correspondence\General\2012\RFP-2012_IDDE\RFQ IDDE Monitoring.docx

Exhibit A


08/29/2012

FE14

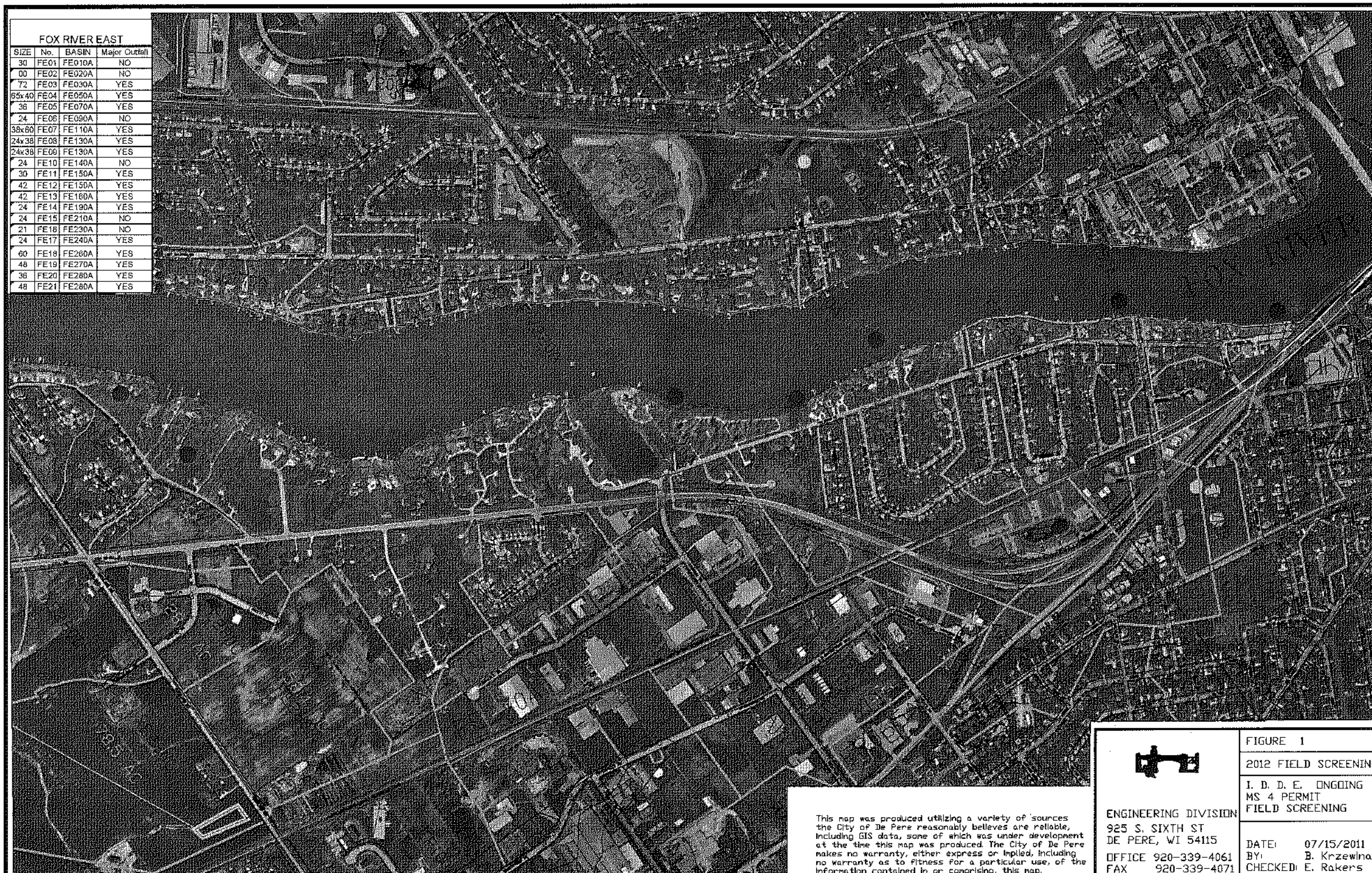
FE17
08/29/2012



FE19
08/29/2012


29/2012


08/29/2012



FOX RIVER EAST

SIZE	No.	BASIN	Major Outfall
30	FE01	FE010A	NO
00	FE02	FE020A	NO
72	FE03	FE030A	YES
65x40	FE04	FE050A	YES
36	FE05	FE070A	YES
24	FE06	FE090A	NO
38x60	FE07	FE110A	YES
24x38	FE08	FE130A	YES
24x38	FE09	FE130A	YES
24	FE10	FE140A	NO
30	FE11	FE150A	YES
42	FE12	FE150A	YES
42	FE13	FE160A	YES
24	FE14	FE190A	YES
24	FE15	FE210A	NO
21	FE16	FE230A	NO
24	FE17	FE240A	YES
60	FE18	FE260A	YES
48	FE19	FE270A	YES
36	FE20	FE280A	YES
48	FE21	FE280A	YES

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

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

FIGURE 1

2012 FIELD SCREENING

I. D. D. E. ONGOING
MS 4 PERMIT
FIELD SCREENING

DATE: 07/15/2011
BY: B. Krzewina
CHECKED: E. Rakers

McMAHON
ENGINEERS \ ARCHITECTS

AGREEMENT
For Professional Services

City of De Pere
Attn: Mr. Eric Rakers
925 South Sixth Street
De Pere, WI 54115-1199

Date: September 5, 2012

McM. No. M0032-920002

PROJECT DESCRIPTION:

As part of the City's Illicit Discharge Detection and Elimination Program, De Pere completed an initial field screening in 2010. This is the third year of the City's five-year program for field screening. The City is requesting assistance for field screenings on seven City-owned Major Outfalls.

For outfalls with flow, samples are taken and tested for an illicit discharge. If the results are not within acceptable levels as defined by the Wisconsin Department of Natural Resources (DNR), then additional testing will be completed. McMAHON / MCO will work with the City to try and identify the source and test the additional samples.

SCOPE OF SERVICES:

MCMAHON agrees to provide the following Scope Of Services for this project:

Field Screening Set-Up:
- Set-up of an electronic 'Outfall Field Screening Worksheet' for seven major outfalls. The major outfalls are defined by the City of De Pere. Maps will be provided by the City of De Pere to be imported into the worksheet.
- Review City's MS4 map. Provide recommendations (if any) of map prior to field analysis.

Field Screening:
- Conduct field screenings for seven major outfalls.
- Document field observations, flow measurements, physical indicators, flow indicators, and on-site chemical test results using an 'Outfall Field Screening Worksheet' and photographs. If flow is observed at an outfall, a chemical analysis will be conducted in the field to determine the presence of non-stormwater discharges or illicit dumping.
- Compile field screening results and photographs. Download data and photographs from the Tablet PC into a database, and generate hard copies of 'Outfall Field Screening Worksheets'.

Upstream Sampling of Potential or Illegal Discharges:
- If an illicit discharge is found during field screening, McMAHON will assist with tracking and investigating the source of the discharge. These services will be provided as-needed and on a time and expense basis. Strategies and time involved in tracking discharges may vary greatly depending on the specific circumstances. Methods that can be used to track the discharge include drainage area investigations, visual manhole inspections, on-site investigations, etc.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:
- A single contact person or representative to respond to questions.
- City of De Pere staff member will accompany McMAHON Inspector.

The City of De Pere agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
  - Field Screening Set-Up and Inspection of Seven Outfalls $1,125
  - On-Going Field Screening* .... $90 per outfall estimate

  *Sending samples to a laboratory for additional testing is excluded from the cost. Laboratory costs are to be invoiced on a time and expense basis.

COMPLETION SCHEDULE:

McMAHON agrees to complete this project as follows:

- Field Screening completed by November 1, 2102.
- Final Documents completed by December 3, 2012.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

CITY OF DE PERE Wisconsin	McMAHON Neenah, Wisconsin
By: ______ (Authorized Signature)	By: [signature] Nicholas A. Vande Hey, P.E., CPESC
Title:	Title: Associate / Senior Project Engineer
Date:	Date: September 5, 2012
	Project Manager: [signature] Steven K. Rosenbeck, P.E. Project Engineer

McMAHON
ENGINEERS \ ARCHITECTS

FEE SCHEDULE - 2012

McMAHON | NEENAH, WISCONSIN

DATED: DECEMBER 29, 2011

Labor Classification	Hourly Rate
Senior Project Manager	$125.00
Project Manager - I	$120.00
Project Manager - II	$91.00
Vice President / Surveyor	$112.00
Senior Surveyor	$87.00
Surveyor	$80.00
Surveyor Assistant - I	$69.00
Surveyor Assistant - II	$57.00
Senior Electrical Engineer	$114.00
Senior Project Engineer	$113.00
Project Engineer - I	$105.00
Project Engineer - II	$93.00
Project Engineer - III	$89.00
Project Engineer - IV	$76.00
Senior Engineering Technician - I	$89.00
Senior Engineering Technician - II	$80.00
Engineering Technician - I	$73.00
Engineering Technician - II	$61.00
Engineering Technician – III	$49.00
Environmental Specialist – I	$65.00
Environmental Specialist - II	$56.00
Environmental Specialist - III	$49.00
Erosion Control Technician	$63.00
On-Site Erosion Observation	$58.00
Landscape Architect	$122.00
Senior Architect	$110.00
Architect	$98.00
Architectural Intern - I	$94.00
Architectural Intern - II	$87.00
Architectural Intern - III	$74.00
Architectural Intern - V	$39.00
Senior Ecologist	$124.00
Senior Hydrogeologist	$134.00
G.I.S. Specialist	$95.00
Environmental Scientist - I	$97.00
Environmental Scientist - II	$65.00
Public Finance Specialist	$89.00
Senior Draftsperson	$84.00
Draftsperson	$70.00
Graphic Artist	$69.00
Senior Administrative Assistant	$60.00
Administrative Assistant	$50.00
Intern	$39.00
On-Site Project Representative	$52.00
Principal	$147.00

Services subcontracted will be billed to the owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

CORPORATE HEADQUARTERS

Street Address:
1445 MCMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

(920)751-4200 TELEPHONE
(920)751-4284 FAX

E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

McMAHON
ENGINEERS \ ARCHITECTS

REIMBURSABLE EXPENSES SCHEDULE - 2012

McMAHON | NEENAH, WISCONSIN

DATED: DECEMBER 29, 2011

Description	Rate
Large Format Paper Copies	
Black & White	
◆ Up To 24" x 30"	$0.60/Sheet
◆ 24" x 36"	$0.70/Sheet
◆ 30" x 42"	$1.00/Sheet
◆ 36" x 48"	$1.35/Sheet
Color	
◆ Color - 17" x 22"	$5.75/sheet
◆ Color - 22" x 34"	$11.00/sheet
◆ Color - 36" x 24"	$15.00/Sheet
◆ Color - 36" x 48"	$25.75/Sheet
Photocopy Charges - Black & White	$0.07/Image
Photocopy Charges - Color / 8½" x 11"	$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	$0.75/Image
Facsimile Machine	$1.50/Page
Commercial Travel	1.1 of Cost
Computer Time	$10.00/Hour
Computer Time - AutoCAD	$15.00/Hour
Delivery/Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Mileage	$0.55/Mile
Mileage - Truck/Van	$0.85/Mile
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
All Terrain Vehicle	$60.00/Day
Global Positioning System (GPS)	$21.00/Hour
Robotic Total Station	$20.00/Hour
Survey Hubs	$0.20/Each
Survey Lath	$0.45/Each
Survey Paint	$4.50/Can
Survey Ribbon	$1.65/Roll
Survey Rebars - 1¼"	$10.00/Each
Survey Rebars - ¾"	$3.00/Each
Survey Iron Pipe - 1"	$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	$2.00/Each
Survey Steel Fence Post - 1"	$4.50/Each
Survey Cotton Spindle	$1.00/Each
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost

CORPORATE HEADQUARTERS

Street Address:
1445 MCMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

(920)751-4200 TELEPHONE
(920)751-4284 FAX

E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

RESOLUTION #12-112

AUTHORIZING AMENDMENTS TO
BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

WHEREAS, the City and Brown County are parties to a Municipal Recycling Agreement which provides the City a location to deliver its co-mingled recyclables that it collects curbside; and

WHEREAS, the parties are in need of amending the Agreement in order to establish eligibility for the 2013 Wisconsin Recycling Consolidation Grant being offered by the Department of Natural Resources; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are authorized and directed to execute Amendment III to the Brown County Municipal Recycling Agreement as is attached as Exhibit A, together with such future Amendments thereto which are substantively similar to the same.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

BROWN COUNTY MUNICIPAL RECYCLING AGREEMENT

AMENDMENT III

This amendment is intended to reaffirm the existing language set forth in the Municipal Recycling Agreement in order to establish eligibility for the 2013 Wisconsin Recycling Consolidation Grant.

The existing agreement is a cooperative agreement for the joint provision of recycling services including education and outreach, collection and transport of recyclables to a materials recovery facility, and performing comprehensive program planning.

The following Brown County Municipalities recognize the fact that they are Partner Communities with Brown County in the Municipal Recycling Agreement:

City of Green Bay	Town of Green Bay
City of DePere	Town of Holland
Village of Allouez	Town of Humboldt
Village of Ashwaubenon	Town of Lawrence
Village of Bellevue	Town of Ledgeview
Village of Hobart	Town of Pittsfield
Village of Howard	Town of Rockland
Village of Pulaski	Town of Scott
Village of Suamico	Town of Wrightstown
Village of Wrightstown	Oneida Tribe of Indians of WI

CITY OF DE PERE

By: ______________________ By: ______________________

______________________ ______________________

Its: ______________________ Its: ______________________

Dated: ______________________ Dated: ______________________

BROWN COUNTY

By: ______________________

____

Its: ______________________

Dated: ______________________

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: http://www.de-pere.org

September 18, 2012

To: City Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Nicky's Inc RLF Refinance Request

Nicky's has a RLF loan with the City that was issued in 1998. Nicky's loan with the City was approved in 1998 for the amount of $225,000 with terms of 5% over 12 years (please note that the loan is amortized over 20 years). In April of 2010, the City extended the term for an additional two years. As of September 2012, the loan balance is $88,885.

While the request is to refinance the balance of the loan, we will actually payoff the old loan and create a new loan with new terms and agreements. The new loan will be classified as a working capital loan with a 6 year term and 3% interest. Nicky's will retain / create 4 full time employees and have up to 22 part time employees. For the agreement, Nicky's will need to provide the equivalent of 5 full time employees.

As a refinance, the City will work with Baylake Bank to maintain a co-first position on the building as collateral. Staff was discussed the loan with Baylake and they do support continuing the same loan collateral position.

Recommendation
Staff would recommend refinancing the loan and would ask for council approval to draft the necessary loan documents. Once completed, they would be presented to the Finance Committee for approval.

RESOLUTION #12-113

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT LOAN WITH THOMAS M. NICK AND JOHN R. NICK, D/B/A NICK BROTHERS PARTNERSHIP, TO REFINANCE CURRENT ECONOMIC DEVELOPMENT LOAN

WHEREAS, the City and Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership (hereinafter "the Nick Brothers"), are parties to a Loan Agreement dated June 1, 1998 and amended May 21, 2010; and

WHEREAS, the Nick Brothers have requested to refinance such loan through the Economic Development Loan fund, which has been authorized by the Wisconsin Economic Development Corporation; and

WHEREAS, such refinancing will consist of the issuance of a new loan through the revolving loan program, resulting in payoff of the old loan and the execution of a new Loan Agreement and collateral documents, allowing the City to maintain its co-first collateral position in cooperation with the Nick Brothers private lender; and

WHEREAS, the Common Council wishes to authorize the negotiation of such loan refinancing in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 8/21/07).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> That the Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with the Nick Brothers to refinance its existing loan, all in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 8/21/07) in the principal amount not to exceed the balance of the current loan at time of pay off.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/ Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of September, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

CITY OF DE PERE

City Hall
335 South Broadway
De Pere, WI 54115
Phone: 920/335-4072 x1355
Fax No: 920/330-9491
Web: http://de-pere.org

DATE: September 14, 2012

TO: Members of the License Committee

FROM: Shana Defnet, Clerk-Treasurer

RE: Review of original Operator License Application for Danny J. Brayton

At the last License Committee meeting on September 4, 2012, Danny J. Brayton requested a review of his original Operator License Application by the License Committee Members.

His original Operator License Application was approved at the August 7, 2012 License Committee meeting contingent upon satisfaction of an outstanding warrant from the state of Florida. He indicated at the September 4, 2012 License Committee Meeting that satisfying the warrant from the state of Florida was going to take longer than originally anticipated and requested a review of his original Operator License Application by the Committee Members at the September 18, 2012 License Committee meeting.

If you have any questions, please contact me at 339-4072 ext. 1355. Thank you.

cc: Atty Judy Schmidt-Lehman
Vicky Scray, Deputy Clerk

Memo City of De Pere

To: Mayor Michael Walsh
Members of the Common Council

From: Larry Delo, City Administrator (339-4044)
Shannon Metzler, Human Resources Director (339-4045)

RE: Interim Health Officer/Director Designation

Date: September 6, 2012

As you are aware, Mary Dorn has resigned her position as Health Officer/Director with the City effective September 19, 2012.

To maintain our State Agent Status, we need to designate an interim Health Officer. For the transition period, we recommend the designation of Sonja Jensen as Interim Health Officer/Director. Sonja meets the qualifications for this position as she holds a Bachelor of Science Degree in Nursing from Marian College, and is a Registered Nurse. Ms. Jensen has been employed by the City as a Health Nurse since April 2006.

Based on the above, we would recommend approval of Sonja Jensen as Interim Health Officer/Director, effective September 20, 2012. In addition, we recommend a monthly stipend of $400 for the additional duties and responsibilities that Sonja will be assuming.

If you have any questions in advance of the meeting, please feel free to contact one of us.

Thank you.

cc: Michael Donovan, Chair, Board of Health

Memo City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment/Re-Appointment
Date: September 14, 2012

I am submitting the following name for re-appointment at the September 18, 2012 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Board/Commission	**Appointment/Re-Appointment**
Redevelopment Authority	Joe Van Deurzen/Re-appointment

H:\lrenier\Appointments\2011\October 14, 2011 Appointment Letter.doc

Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Riverwalk Update

Date: September 13, 20112

- Contract agreement with Zenith Tech was approved by City Council on September 4, 2012.
- City's consultant began working with WDNR to amend our current permit and was informed that we would have to resubmit for a new permit. This will present a significant complication for us getting the project completed by the end of the year. I have outlined/summarized the reason why our consultant did not begin working on the permit prior to the contract being awarded.
  - Our consultant was in contact with the WDNR in June of 2012 asking about steps for the next phase and was informed (via e-mail) that an amendment was in order for our project. An amendment is a very quick process versus submitting a permit, so the decision was made to not address amending the permit because it would be beneficial to have the contractor involved in the amendment process.
  - Our consultant attempted several times to contact the WDNR staff person during the summer to confirm the amendment and did not receive a call back.
- Staff and our consultant have been in constant discussions with WDNR with regard to reasons for the decision and ways to expedite the permit process.
- Our consultant has been in discussions with contractor regarding complications with WDNR and permitting process.
- Expedited permit application sent to WDNR on September 7, 2012.
- We are currently working with WDNR and our contractor to determine the permit timeline and our construction timeline.
- We are meeting with the contractor to review the site on Tuesday, September 18.

9/11/2012 10:07 AM A / P CHECK REGISTER

PACKET: 03732 SEP 2012 COUNCIL - 2

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1280	AAA SANITATION INC							
	I-176046	AAA SANITATION INC	R	9/18/2012		65.00CR	065810	65.00
0217	AGRI-PARTNERS COOPERATIVE							
	I-201209101394	AGRI-PARTNERS COOPERATIVE	R	9/18/2012		10.48CR	065811	
	I-201209101395	AGRI-PARTNERS COOPERATIVE	R	9/18/2012		4.47CR	065811	
	I-201209101407	AGRI-PARTNERS COOPERATIVE	R	9/18/2012		2.58CR	065811	17.53
2982	ALL CITY COMMUNICATIONS							
	I-4699567-090112	ALL CITY COMMUNICATIONS	R	9/18/2012		137.00CR	065812	137.00
5323	ALLIED 100 LLC							
	I-248373	ALLIED 100 LLC	R	9/18/2012		288.00CR	065813	288.00
6022	APPLETON POST CRESCENT							
	I-6591110	APPLETON POST CRESCENT	R	9/18/2012		392.94CR	065814	392.94
2878	ARING EQUIPMENT CO INC							
	I-C30120	ARING EQUIPMENT CO INC	R	9/18/2012		1,421.27CR	065815	
	I-C30146	ARING EQUIPMENT CO INC	R	9/18/2012		702.68CR	065815	2,123.95
4791	AT&T							
	I-201209101396	AT&T	R	9/18/2012		662.97CR	065816	
	I-201209101397	AT&T	R	9/18/2012		662.97CR	065816	1,325.94
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000050286	BADGER LABORATORIES & ENGINEER	R	9/18/2012		80.00CR	065817	
	I-INV000050295	BADGER LABORATORIES & ENGINEER	R	9/18/2012		40.00CR	065817	
	I-INV000050324	BADGER LABORATORIES & ENGINEER	R	9/18/2012		60.00CR	065817	
	I-INV000050369	BADGER LABORATORIES & ENGINEER	R	9/18/2012		60.00CR	065817	240.00
0309	BAHCALL RUBBER COMPANY INC							
	I-586868-001	BAHCALL RUBBER COMPANY INC	R	9/18/2012		50.00CR	065818	50.00
6229	BANC OF AMERICA PUBLIC CAPITAL CORP							
	I-R15165	BANC OF AMERICA PUBLIC CAPITAL	R	9/18/2012		15,781.54CR	065819	15,781.54
0023	BATTERIES PLUS LLC							
	I-501-370319	BATTERIES PLUS LLC	R	9/18/2012		94.64CR	065820	94.64
0027	BAY TOWEL INC							
	I-1513606	BAY TOWEL INC	R	9/18/2012		20.00CR	065821	
	I-1513611	BAY TOWEL INC	R	9/18/2012		52.82CR	065821	
	I-1516791	BAY TOWEL INC	R	9/18/2012		35.64CR	065821	
	I-1516792	BAY TOWEL INC	R	9/18/2012		54.31CR	065821	162.77

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VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-69957	BAYCOM INC	R	9/18/2012		2,515.00CR	065822	2,515.00
0649	BRAUER SUPPLY & EQUIPMENT							
	I-20120827	BRAUER SUPPLY & EQUIPMENT	R	9/18/2012		63.50CR	065823	63.50
0038	BROADWAY AUTOMOTIVE INC							
	I-225814P	BROADWAY AUTOMOTIVE INC	R	9/18/2012		32.00CR	065824	32.00
0039	BROOKS TRACTOR INC							
	C-19183	BROOKS TRACTOR INC	R	9/18/2012		51.31	065825	
	I-D19111	BROOKS TRACTOR INC	R	9/18/2012		338.48CR	065825	
	I-D19129	BROOKS TRACTOR INC	R	9/18/2012		27.49CR	065825	
	I-D19151	BROOKS TRACTOR INC	R	9/18/2012		78.80CR	065825	393.46
6427	BROWN COUNTY EMERGENCY MANAGEMENT							
	I-1	BROWN COUNTY EMERGENCY MANAGEM	R	9/18/2012		28.65CR	065826	28.65
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-19675	BROWN COUNTY PORT SOLID WASTE	R	9/18/2012		15,690.67CR	065827	15,690.67
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5122521	BRUCE MUNICIPAL EQUIPMENT INC	R	9/18/2012		1,590.00CR	065828	
	I-5122574	BRUCE MUNICIPAL EQUIPMENT INC	R	9/18/2012		660.09CR	065828	2,250.09
0115	CARQUEST AUTO PARTS LLC							
	I-6339-154236	CARQUEST AUTO PARTS LLC	R	9/18/2012		20.38CR	065829	20.38
0536	CDW GOVERNMENT INC							
	I-N85959	CDW GOVERNMENT INC	R	9/18/2012		598.10CR	065830	
	I-N925980	CDW GOVERNMENT INC	R	9/18/2012		598.10CR	065830	
	I-P593073	CDW GOVERNMENT INC	R	9/18/2012		14.59CR	065830	
	I-P602727	CDW GOVERNMENT INC	R	9/18/2012		140.33CR	065830	1,351.12
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7387	CLEANING SOLUTION SERVICES INC	R	9/18/2012		1,363.55CR	065831	
	I-05-7638	CLEANING SOLUTION SERVICES INC	R	9/18/2012		500.00CR	065831	1,863.55
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0712DEPER	CONSOLIDATED UTILITY SERVICES	R	9/18/2012		134.00CR	065832	134.00
0063	DAANEN & JANSSEN INC							
	I-124996	DAANEN & JANSSEN INC	R	9/18/2012		21.00CR	065833	21.00

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VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0069	DE PERE GREENHOUSE INC							
	I-9950	DE PERE GREENHOUSE INC	R	9/18/2012		41.95CR	065834	41.95
5159	DEGROOT INC							
	I-1201 (3)	DEGROOT INC	R	9/18/2012		290,789.63CR	065835	290,789.63
3590	LAWRENCE DELO							
	I-201209101398	LAWRENCE DELO	R	9/18/2012		28.31CR	065836	28.31
4232	DICKSON							
	I-879116	DICKSON	R	9/18/2012		114.00CR	065837	114.00
3212	DIXON ENGINEERING INC							
	I-12-5629	DIXON ENGINEERING INC	R	9/18/2012		3,400.00CR	065838	
	I-12-5630	DIXON ENGINEERING INC	R	9/18/2012		2,400.00CR	065838	
	I-12-5631	DIXON ENGINEERING INC	R	9/18/2012		2,400.00CR	065838	
	I-12-5632	DIXON ENGINEERING INC	R	9/18/2012		3,400.00CR	065838	11,600.00
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0812-158	EMPLOYEE RESOURCE CENTER INC	R	9/18/2012		337.50CR	065839	
	I-493	EMPLOYEE RESOURCE CENTER INC	R	9/18/2012		165.00CR	065839	502.50
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-082612-8A	ENVIROTECH EQUIPMENT CO, LLC	R	9/18/2012		70.93CR	065840	70.93
0092	FEAKER & SONS CO INC							
	I-12-01B (3)	FEAKER & SONS CO INC	R	9/18/2012		70,172.85CR	065841	
	I-12-04 (1)	FEAKER & SONS CO INC	R	9/18/2012		112,859.43CR	065841	183,032.28
2627	FESTIVAL FOODS INC							
	C-201209101403	FESTIVAL FOODS INC	R	9/18/2012		2.25	065842	
	I-201209101399	FESTIVAL FOODS INC	R	9/18/2012		8.28CR	065842	
	I-201209101400	FESTIVAL FOODS INC	R	9/18/2012		31.78CR	065842	
	I-201209101401	FESTIVAL FOODS INC	R	9/18/2012		13.98CR	065842	
	I-201209101402	FESTIVAL FOODS INC	R	9/18/2012		108.37CR	065842	160.16
3521	HD SUPPLY WATERWORKS LTD							
	I-5337373	HD SUPPLY WATERWORKS LTD	R	9/18/2012		280.00CR	065843	280.00
3571	HEARTLAND BUSINESS SYSTEMS INC							
	I-HBS00072525	HEARTLAND BUSINESS SYSTEMS INC	R	9/18/2012		258.00CR	065844	258.00

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VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5484	HYDRO DESIGNS INC							
	I-27354-IN	HYDRO DESIGNS INC	R	9/18/2012		2,876.00CR	065845	
	I-27386-IN	HYDRO DESIGNS INC	R	9/18/2012		1,657.00CR	065845	4,533.00
1399	INDOFF INC							
	I-2139420	INDOFF INC	R	9/18/2012		73.39CR	065846	
	I-2139797	INDOFF INC	R	9/18/2012		143.55CR	065846	
	I-2139799	INDOFF INC	R	9/18/2012		124.93CR	065846	
	I-2143943	INDOFF INC	R	9/18/2012		149.50CR	065846	
	I-2145063	INDOFF INC	R	9/18/2012		107.31CR	065846	598.68
0141	JEFFERSON FIRE & SAFETY INC							
	I-189536	JEFFERSON FIRE & SAFETY INC	R	9/18/2012		1,811.27CR	065847	1,811.27
2602	JOSSART BROTHERS INC							
	I-12-16 (2)	JOSSART BROTHERS INC	R	9/18/2012		261,040.11CR	065848	261,040.11
1276	JX ENTERPRISES INC							
	I-D-222360025	JX ENTERPRISES INC	R	9/18/2012		362.78CR	065849	
	I-D-222360078	JX ENTERPRISES INC	R	9/18/2012		109.03CR	065849	
	I-D-222370082	JX ENTERPRISES INC	R	9/18/2012		121.44CR	065849	
	I-D-222370091	JX ENTERPRISES INC	R	9/18/2012		100.17CR	065849	
	I-D222350131	JX ENTERPRISES INC	R	9/18/2012		6.44CR	065849	699.86
3140	KUNDINGER FLUID POWER INC							
	I-50202433	KUNDINGER FLUID POWER INC	R	9/18/2012		930.46CR	065850	930.46
0153	LAFORCE INC							
	I-717393 RI	LAFORCE INC	R	9/18/2012		1,044.50CR	065851	1,044.50
0156	LAWSON PRODUCTS INC							
	I-9301049283	LAWSON PRODUCTS INC	R	9/18/2012		106.24CR	065852	106.24
4971	LEGENDS							
	I-201209101404	LEGENDS	R	9/18/2012		105.30CR	065853	105.30
6198	MAILFINANCE							
	I-H3499866	MAILFINANCE	R	9/18/2012		89.00CR	065854	89.00
2817	MAPLEWOOD MEATS							
	I-83388	MAPLEWOOD MEATS	R	9/18/2012		115.18CR	065855	115.18

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VENDOR SET: 01
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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1443	MARTIN SECURITY SYSTEMS INC							
	I-84917	MARTIN SECURITY SYSTEMS INC	R	9/18/2012		87.50CR	065856	
	I-85232	MARTIN SECURITY SYSTEMS INC	R	9/18/2012		600.00CR	065856	687.50
0173	MENARDS INC							
	I-3751	MENARDS INC	R	9/18/2012		59.98CR	065857	59.98
0190	NORTHEAST ASPHALT INC							
	I-12-07 (2)	NORTHEAST ASPHALT INC	R	9/18/2012		278,347.31CR	065858	278,347.31
0531	NORTHEAST AUTO PARTS INC							
	C-271317	NORTHEAST AUTO PARTS INC	R	9/18/2012		6.50	065859	
	I-271060	NORTHEAST AUTO PARTS INC	R	9/18/2012		184.29CR	065859	
	I-271127	NORTHEAST AUTO PARTS INC	R	9/18/2012		58.89CR	065859	
	I-271167	NORTHEAST AUTO PARTS INC	R	9/18/2012		24.75CR	065859	
	I-271210	NORTHEAST AUTO PARTS INC	R	9/18/2012		93.83CR	065859	
	I-271223	NORTHEAST AUTO PARTS INC	R	9/18/2012		10.64CR	065859	
	I-271224	NORTHEAST AUTO PARTS INC	R	9/18/2012		18.16CR	065859	
	I-271311	NORTHEAST AUTO PARTS INC	R	9/18/2012		33.98CR	065859	
	I-271387	NORTHEAST AUTO PARTS INC	R	9/18/2012		30.78CR	065859	448.82
6260	NORTHERN SOUND & VIDEO LLC							
	I-987	NORTHERN SOUND & VIDEO LLC	R	9/18/2012		394.61CR	065860	394.61
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-MAINT2012	NOVER ENGELSTEIN & ASSOC, INC.	R	9/18/2012		450.00CR	065861	450.00
0187	NSIGHT TELSERVICES							
	I-201209101405	NSIGHT TELSERVICES	R	9/18/2012		34.70CR	065862	34.70
1160	OFFICEMAX INC							
	I-787999	OFFICEMAX INC	R	9/18/2012		89.58CR	065863	
	I-982846	OFFICEMAX INC	R	9/18/2012		29.86CR	065863	119.44
0194	OLSON TRAILER & BODY LLC							
	I-C06708	OLSON TRAILER & BODY LLC	R	9/18/2012		95.94CR	065864	95.94
5344	PABICH, KEN							
	I-201209101408	PABICH, KEN	R	9/18/2012		115.44CR	065865	115.44
0499	PACK AND SHIP LLC							
	I-201209111411	PACK AND SHIP LLC	R	9/18/2012		29.09CR	065866	29.09

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4476	PAUL CONWAY SHIELDS CORP							
	I-311749-IN	PAUL CONWAY SHIELDS CORP	R	9/18/2012		195.00CR	065867	195.00
0202	PEPSI COLA NEW INC							
	I-X15596	PEPSI COLA NEW INC	R	9/18/2012		70.40CR	065868	70.40
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-91011	PETROLEUM EQUIP SERVICE OF WI	R	9/18/2012		697.00CR	065869	697.00
0208	POMP'S TIRE SERVICE INC							
	I-90002602	POMP'S TIRE SERVICE INC	R	9/18/2012		74.95CR	065870	74.95
1246	PREVEA WORKMED INC							
	I-81101	PREVEA WORKMED INC	R	9/18/2012		320.00CR	065871	
	I-81123	PREVEA WORKMED INC	R	9/18/2012		2,756.75CR	065871	3,076.75
5055	QUALITY TRUCK CARE CENTER INC							
	I-DP31066	QUALITY TRUCK CARE CENTER INC	R	9/18/2012		91.00CR	065872	91.00
1142	RECREONICS INC							
	I-612413	RECREONICS INC	R	9/18/2012		55.02CR	065873	55.02
0225	RED D MIX CONCRETE INC							
	I-40515	RED D MIX CONCRETE INC	R	9/18/2012		118.88CR	065874	
	I-40516	RED D MIX CONCRETE INC	R	9/18/2012		142.65CR	065874	261.53
0227	REINDERS INC							
	I-1400564-00	REINDERS INC	R	9/18/2012		102.03CR	065875	102.03
2548	RETTLER CORPORATION							
	I-9937	RETTLER CORPORATION	R	9/18/2012		2,556.00CR	065876	2,556.00
5393	RICOH AMERICAS CORPORATION							
	I-416277299	RICOH AMERICAS CORPORATION	R	9/18/2012		21.23CR	065877	
	I-416277300	RICOH AMERICAS CORPORATION	R	9/18/2012		44.15CR	065877	
	I-416278088	RICOH AMERICAS CORPORATION	R	9/18/2012		51.77CR	065877	
	I-416278089	RICOH AMERICAS CORPORATION	R	9/18/2012		81.50CR	065877	198.65
0229	RIVER VALLEY TESTING CORP							
	I-31059	RIVER VALLEY TESTING CORP	R	9/18/2012		5,348.00CR	065878	5,348.00
5837	SOS TECHNOLOGIES							
	I-54122	SOS TECHNOLOGIES	R	9/18/2012		129.60CR	065879	129.60

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VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0999	STAPLES ADVANTAGE							
	I-114541368	STAPLES ADVANTAGE	R	9/18/2012		5.32CR	065880	5.32
0255	STELLPFLUG LAW SC							
	I-406-01M (197)	STELLPFLUG LAW SC	R	9/18/2012		1,107.80CR	065881	1,107.80
1397	LORI TONN							
	I-201209101406	LORI TONN	R	9/18/2012		6.00CR	065882	6.00
5454	TRANSPORT REFRIGERATION INC							
	I-299113-100	TRANSPORT REFRIGERATION INC	R	9/18/2012		188.78CR	065883	188.78
0272	UNIFORM SHOPPE INC							
	I-212176	UNIFORM SHOPPE INC	R	9/18/2012		105.95CR	065884	
	I-212177	UNIFORM SHOPPE INC	R	9/18/2012		44.75CR	065884	
	I-212724	UNIFORM SHOPPE INC	R	9/18/2012		15.95CR	065884	166.65
0277	VAN'S FIRE & SAFETY INC							
	I-4038419	VAN'S FIRE & SAFETY INC	R	9/18/2012		276.40CR	065885	
	I-4038420	VAN'S FIRE & SAFETY INC	R	9/18/2012		268.50CR	065885	544.90
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6719	VISIONS UPHOLSTERY AND CANVAS	R	9/18/2012		25.00CR	065886	25.00
4528	WELSING & ASSOCIATES							
	I-130283	WELSING & ASSOCIATES	R	9/18/2012		175.00CR	065887	175.00
0282	WESCO DISTRIBUTION INC							
	I-987158	WESCO DISTRIBUTION INC	R	9/18/2012		81.33CR	065888	
	I-989137	WESCO DISTRIBUTION INC	R	9/18/2012		195.52CR	065888	
	I-991651	WESCO DISTRIBUTION INC	R	9/18/2012		10.23CR	065888	287.08

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	79	0.00	1,099,139.38	1,099,139.38
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	79	0.00	1,099,139.38	1,099,139.38

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	9/2012	36,135.71CR
201	9/2012	1,769.39CR
208	9/2012	2,796.47CR
209	9/2012	394.61CR
210	9/2012	2,556.00CR
280	9/2012	261,040.11CR
301	9/2012	15,781.54CR
405	9/2012	758,561.72CR
415	9/2012	938.64CR
460	9/2012	59.98CR
601	9/2012	17,187.59CR
650	9/2012	1,917.62CR
ALL		1,099,139.38CR

CITY OF DE PERE - SEPTEMBER 18, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
2	FUTCH, MONICA L.	1674 SHAWANO AVE.	GREEN BAY	WI	54303
3	HOCKERS, DALE E.	1410 FT. HOWARD AVE.	DE PERE	WI	54115
4	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
5	TAYLOR, THERESA N.	815 PORLIER ST.	GREEN BAY	WI	54301
6	WEBSTER, SUSAN A.	710 W. ADAM DR.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	COMPTON, MELISSA M.	2229 FOX HEIGHTS LANE, APT 203	GREEN BAY	WI	54304
2	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
3	GULSETH, SHANE D.	702 WESTWIND COURT	DE PERE	WI	54115
4	LYNCH, JENNA M.	214 BERGER STREET, APT 4	GREEN BAY	WI	54302
5	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
6	NAZE, MELISSA J.	1581 MORROW STREET	GREEN BAY	WI	54302
7	REINHARD, AARON R.	1040 S. SEVENTH STREET	DE PERE	WI	54115
8	SMITH, HOLLY M.	1249 CRESTWOOD DRIVE	GREEN BAY	WI	54313
9	STENCIL, BARBARA A.	810 LIBAL STREET, #27	DE PERE	WI	54115
10	TREPANIER, APRIL L.	1296 CROWN COURT, APT 1	DE PERE	WI	54115
11	ZIEBARTH, JACOB J.	842 JORDAN ROAD	DE PERE	WI	54115