

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 June 6, 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 99 AT&T U-verse throughout the week.

AGENDA FOR SAID MEETING:

1. Confirmation of appointment of Shana L. Defnet to the Position of Clerk-Treasurer.
2. Roll call.
3. Pledge of Allegiance to the Flag.
4. Approval of the minutes of the May 8, 2012 special meeting of the Common Council and the May 15, 2012 regular meeting of the Common Council.
5. Public Hearing to levy special assessments for improvements constructed on both sides of Glenwood Avenue from Ridgeway Boulevard to Lawton Place, both sides of Nicolet Avenue from Glenwood Avenue to Randall Avenue, both sides of Lawton Place from Glenwood Avenue and its north end is scheduled for 7:30 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #12-60, Final Resolution Authorizing Storm Sewer Lateral Construction And Levying Special Assessments Against Benefited Property (Storm Sewer Laterals on Glenwood Avenue from Ridgeway Boulevard to Lawton Place, on Nicolet Avenue from Glenwood Avenue to Randall Avenue and on Lawton Place from Glenwood Avenue to its north end) is presented for consideration.
6. Public comment upon matters not on agenda or other announcements.
7. Presentation of Proclamation by Mayor proclaiming "Notre Dame Of De Pere Day".
8. Presentation by Green Bay Transit regarding bus service in De Pere and the metro area.
9. Recommendation from the Park Board to accept the following donations:
 - A. For the Recreation Scholarship Program:
 - i. \$2,000 from Wochinske Foundation
 - ii. \$250 from Pink Flamingo's
 - iii. \$250 from the Buggy Tournament
 - iv. \$250 from the Kiwanis Club
 - B. Up to \$14,000 from De Pere Baseball to sponsor replacement of NEVCO scoreboards at Kelly Danen Park.

- C. \$1,600 to install a key card system at Kelly Danen Park.
10. Recommendation from the Plan Commission to approve:
 - A. Extraterritorial CSM for a one lot CSM located in the Town of Ledgeview, Parcel D-417-4.
 11. Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on June 6, 2012.
 - A. Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the licensing period July 1, 2012 to June 30, 2013.
 12. Ordinance #12-12, Amending §30-2(1)(2)d. De Pere Municipal Code Regarding Community Center Closing Time.
 13. Resolution #12-61, Authorizing Agreement Regarding The Sale And Purchase Of Certain Business Park Property Between The City Of De Pere And Freshstart-Utech, LLC.
 14. Regarding the vacation and re-dedication of Glenwood Avenue:
 - A. Resolution 12-27, Regarding The Vacation Of A Portion Of Public Thoroughfare (Glenwood Avenue) is presented for consideration (previously tabled).
 - B. Approval of CSM dedication of right-of-way (previously tabled).
 15. Introduction of Resolution #12-62, Regarding The Vacation Of A Portion Of Public Thoroughfare (Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1) (refer to public hearing).
 16. Re-appointments by Mayor to the Historic Preservation Commission.
 17. City Sustainability Team report on activities.
 18. Voucher approval.
 19. Applications for Operator's Licenses.
 20. Future agenda items.
 21. 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, June 5, 2012, so that arrangements can be made.

AGENDA SENT TO:

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

Resolution 12-27

KENNETH L CLARK
ANDREA THORPE
LEANNE E KENT
LOLA M KARAS
EDWARD & MARY KIMMETH
BRENT D & SUSAN M JENSEN
ANDREW & SOFIA KRANS
ELIZABETH A GORDON
DAVID W & WENDY L RUSCH
GERALD H & SARAH J CEGELSKI
PAULETTE M BITTNER
ELVERTA I BITTNER
MARK J & AMY T LIST
WALTER P & LAUREL J HEIL
KENNETH A NIER
JASON M & HEATHER S PETERSON
JAMES J & NANCY L BERGMAN
GERALD L & VICKIE L DASSLER
KENT A & KIMBERLY E THEEL
DENNIS/JOANNE O DONNELL
JENNIFER FROELICH
DAVID P & MICHELLE A SPIERING
WILLIAM W & JEANNIE G WOODWARD
TAYLOR B & ANGELIN R DAUL
EDDA M QUIGLEY
KATHRYN A SMITS
R CALEB & SUSAN A CHAPEL
ROBERT J & JOAN P SCHAUPP
JAMES F KRESS
JULIE ANNE KRESS
MARK A & DIANE E BETZ
LINDA M NEPH
ERIC J & MARIE K RUPP
DANIEL M & HOLLY J POPKEY
JAMES & RITA VAN GEMERT
ERIK C & KRISTIN M NELSON
MICHAEL W SHADE
JAMES R & CONSTANCE A HASSETT
GEORGE F & KATHLEEN A KERWIN
RICHARD D & ELLEN P HORAK
RONALD M CODY & CHERYL ENGLEBERT
WELLS ALLISON H TRUST
ERICH BAKKE
KEVIN M & SUSAN M PASTERSKI
RICHARD P & DEBORAH L AUSTIN
MARILYN CLANCY
MATTHEW G & LINDA S PERA
DAVID W HUNNICUTT & AMY L LEWIS
MURAL F ADAMS
CHRISTOPHER J & HEATHER ROTH
LILLIAN L MC KENNA
SCOTT W & KATHERINE M JANSSEN
PAUL & GENEVIEVE STIBBE
KEVIN J & CATHLEEN K SMITH
Public Hearing Item
CHARLES J HOCKERS
SOFIA MAURICCHIO
JAMES W KREITER
JULIE ANNE KRESS
MARK A & DIANE E BETZ
LINDA M NEPH
JAMES & RITA VAN GEMERT
RICHARD D & ELLEN P HORAK
TERRENCE JON NICHOLSON
DALE J & KAREN M MILKIE
CRAIG M & DENISE J FITZGERALD
GEO & FRANCES OSTRANDER
MICHAEL & FLORANNE HANNA
STEVE H & JULIE A VANDENLANGENBERG
RONALD O & KAREN S KORB
ARDA I ISHKHANIAN & STEPHEN E PERKINS
RONALD M CODY & CHERYL ENGLEBERT
WELLS ALLISON H TRUST
JOSEPH B & SUSAN K SCHINKTEN
JOSEPH B & SUSAN K SCHINKTEN
KEVIN M & SUSAN M PASTERSKI
DAVID W HUNNICUTT & AMY L LEWIS
RICHARD P & DEBORAH L AUSTIN

635 N ERIE ST
703 N ERIE ST
702 N HURON ST
707 N ERIE ST
708 N HURON ST
724 N HURON ST
713 N ERIE ST
816 RIDGEWAY BL
3176 BURTONS RIVERSIDE
902 RIDGEWAY BL
908 RIDGEWAY BL
920 RIDGEWAY BL
713 N ONTARIO ST
707 N ONTARIO ST
726 N HURON ST
2147 SWANSTONE CI
718 RIDGEWAY BL
714 RIDGEWAY BL
702 N ERIE ST
706 N ERIE ST
1126 PLEASANT VALLEY DR
822 RIDGEWAY BL
911 RIDGEWAY BL
833 URBANDALE AV
825 URBANDALE AV
817 URBANDALE AV
822 WHITE PINE AV
PO BOX 12737
800 GLENWOOD AV
800 GLENWOOD AV
815 WHITE PINE AV
815 RIDGEWAY BL
910 WHITE PINE AV
815 NICOLET AV
904 HICKORY AV
918 HICKORY AV
923 WHITE PINE AV
938 HICKORY AV
930 HICKORY AV
1908 HARBOURSIDE DR/#404
906 TALBOT AV
902 S RICE RD
713 N HURON ST
805 GLENWOOD AV
826 GLENWOOD AV
845 URBANDALE AV
727 RIDGEWAY BL
730 NICOLET AV
703 RIDGEWAY BL
818 TALBOT AV
702 RANDALL AV
718 RANDALL AV
713 RIDGEWAY BL
723 RIDGEWAY BL

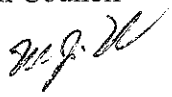
DE PERE WI 54115-3003
DE PERE WI 54115-3005
DE PERE WI 54115-2621
DE PERE WI 54115-3005
DE PERE WI 54115-2621
DE PERE WI 54115-2621
DE PERE WI 54115-3005
DE PERE WI 54115-3029
GREEN BAY WI 54313-4085
DE PERE WI 54115-3031
DE PERE WI 54115-3031
DE PERE WI 54115-3031
DE PERE WI 54115-3023
DE PERE WI 54115-3023
DE PERE WI 54115-8272
DE PERE WI 54115-3027
DE PERE WI 54115-3027
DE PERE WI 54115-3006
DE PERE WI 54115-3006
ONEIDA WI 54155-8634
DE PERE WI 54115-3029
DE PERE WI 54115-3030
DE PERE WI 54115-3036
DE PERE WI 54115-3036
DE PERE WI 54115-3036
DE PERE WI 54115-3041
GREEN BAY WI 54307-2737
DE PERE WI 54115-3014
DE PERE WI 54115-3014
DE PERE WI 54115-3040
DE PERE WI 54115-3028
DE PERE WI 54115-3043
DE PERE WI 54115-3017
DE PERE WI 54115-3016
DE PERE WI 54115-3016
DE PERE WI 54115-3042
DE PERE WI 54115-3016
DE PERE WI 54115-3016
LONGBOAT KEY FL 34228-4207
DE PERE WI 54115-3035
OJAI CA 93023
DE PERE WI 54115-2620
DE PERE WI 54115-3013
DE PERE WI 54115-3014
DE PERE WI 54115-3036
DE PERE WI 54115-3026
DE PERE WI 54115-3062
DE PERE WI 54115-3026
DE PERE WI 54115-3033
DE PERE WI 54115-3025
DE PERE WI 54115-3025
DE PERE WI 54115-3025
DE PERE WI 54115-3026
DE PERE WI 54115-3026

965 LAWTON PL
941 LAWTON PL
953 LAWTON PL
800 GLENWOOD AV
815 WHITE PINE AV
815 RIDGEWAY BL
904 HICKORY AV
1908 HARBOURSIDE DR/#404
611 GLENWOOD AV
623 GLENWOOD AV
703 GLENWOOD AV
707 GLENWOOD AV
713 GLENWOOD AV
721 GLENWOOD AV
920 TALBOT AV
908 TALBOT AV
906 TALBOT AV
902 S RICE RD
936 LAWTON PL
936 LAWTON PL
805 GLENWOOD AV
730 NICOLET AV
826 GLENWOOD AVE

DE PERE WI 54115-2624
DE PERE WI 54115-2624
DE PERE WI 54115-2624
DE PERE WI 54115-3014
DE PERE WI 54115-3040
DE PERE WI 54115-3028
DE PERE WI 54115-3016
LONGBOAT KEY FL 34228-4207
DE PERE WI 54115-3011
DE PERE WI 54115-3011
DE PERE WI 54115-3012
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OJAI CA 93023
DE PERE WI 54115-2625
DE PERE WI 54115-2625
DE PERE WI 54115-3013
DE PERE WI 54115-3062
DE PERE WI 54115-3012

Memo

City of De Pere

To: Members of the Common Council
From: Michael Walsh, Mayor 
RE: Confirmation of Appointment To Position of Clerk-Treasurer
Date: May 24, 2012

As you may recall, in March, the City's Finance/Personnel Committee approved the filling of the clerk-treasurer vacancy.

The Human Resources Department has completed the recruitment and selection process for this position. Based on the interview panel's recommendation, I would like to appoint Shana Defnet to the position of Clerk-Treasurer, and I am asking for your confirmation.

Shana is currently the Elections Specialist for Brown County. In this position, Shana is responsible for managing the electoral process of Brown County, from determining the ballot status of candidates to the canvassing of election results. Additionally, Shana is responsible for the Statewide Voter Registration System at the County level and at the municipal level for 14 municipalities in Brown County. Shana has also worked as a Spanish Instructor for Literacy Green Bay, and the Peace Corps in Guatemala. Shana received her Bachelor of Science Degree in Communication Studies with an emphasis in Public Relations, and organizational communication, with a minor in Psychology.

Based on her background, we believe Shana will be a tremendous asset to the De Pere community, and we are excited to have her on our team.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

cc: Joseph Zegers, Finance Director
Lawrence Delo, City Administrator
Shannon Metzler, Human Resources Director

**SPECIAL COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – MAY 8, 2012**

The Common Council of the City of De Pere, Wisconsin, met in special session at the Council Chambers in City Hall on Tuesday, May 8, 2012.

Mayor Walsh called the meeting to order at 6:08 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, Scott Crevier, Jim Kneiszel, Larry Lueck, Dan Robinson, Michael Donovan and Kathy Van Vonderen. Alderperson James Boyd was excused.

Item 2A. Discuss Riverwalk Change Order #5 to Janke General Contractors, Inc.

Alderperson Bauer moved, seconded by Alderperson Crevier, to approve Riverwalk Change Order #5 to Janke General Contractors, Inc.

Marty Kosobucki provided a staff report.

Alderperson Donovan questioned whether more advanced notice could be available for change orders. Marty Kosobucki indicated the project is near its end and didn't anticipate any more significant change orders.

Discussion ensued on the timing for the removal of the barges and completion of the project. Motion carried unanimously.

Item 2. Preparation of 2013 City of De Pere Budget. The City Council and Mayor discussed the various items listed on the work outline for the meeting. The group did not make any decisions regarding any of the items listed on the plan. The City Council identified the following items as areas they would like to see more information about: 1) Request for some level of analysis showing impact of 2011 reductions to services; 2) Clear wording for a referendum if a referendum is recommended; 3) Have services with fees be self-sustaining through their own fees; 4) Continue to pay for short term capital items from the General Fund; 5) If a referendum is implemented, identify its impact to the property tax levy under the State levy limit; 6) Provide a comparison of De Pere with other communities for total debt and debt per capita; 7) Revise the seven year CIP and provide to council; 8) Revise methods used to get citizen engagement.

Item 2B. Discuss request for conflict waiver – Stellpflug Law Firm. Alderperson Lueck moved, seconded by Alderperson Robinson, to convene in closed session at 7:27 p.m. pursuant to §19.85(1)(g) regarding Item 2B., Discuss request for conflict waiver – Stellpflug Law Firm. Upon roll call vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Donovan, to reconvene in open session at 7:32 p.m. pursuant to §19.83 and 19.85(2). Upon a roll call vote, motion carried unanimously.

Alderperson Donovan motioned, seconded by Alderperson Lueck, to deny claim. Motion carried unanimously.

Upon motion by Alderperson Donovan, seconded by Alderperson Van Vonderen, the Common Council unanimously adjourned at 7:33 p.m.

Respectfully submitted,

Lawrence Delo
City Administrator

May 15, 2012 Common Council Meeting Minutes:

Possibly to be handed out at the meeting if not inserted here.

RESOLUTION #12-60

FINAL RESOLUTION AUTHORIZING STORM SEWER LATERAL CONSTRUCTION
AND LEVYING SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY
(Storm Sewer Laterals on Glenwood Avenue from Ridgeway Boulevard to Lawton Place, on
Nicolet Avenue from Glenwood Avenue to Randall Avenue and on Lawton Place from
Glenwood Avenue to its north end)

WHEREAS, the Common Council of the City of De Pere having declared its intention to exercise its police power to levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the areas described below and special assessments to be levied on a reasonable basis upon the property benefited thereby, said improvements to include storm sewer lateral construction and incidentals therefore where necessary and required. Said improvements shall be constructed in, and the properties benefiting therefrom are contained within, the following described areas or abutting streets:

STORM SEWER LATERALS – GLENWOOD AVENUE

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

WHEREAS, the City Deputy Clerk has published a Notice of Public Hearing regarding such improvements and, pursuant thereto, a public hearing has been held at the City Hall Council Chambers on the 6th day of June, 2012 at 7:30 p.m., whereupon the Common Council heard all interested parties or their agents or attorneys;

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

1. The report of the Board of Public Works of the City of De Pere, as compiled by the Director of Public Works, pertaining to the construction of the above described improvements, including plans and specifications therefore (as modified*) is hereby adopted and approved.

2. The Common Council, based on its view of the property and its review of such report, determines that the above described properties are benefited by such public improvements and that the benefits and amounts assessed against each parcel on the basis shown in the report (as modified*), representing an exercise of police power, are determined to be on a reasonable basis and are hereby confirmed and approved.

3. Payment for the public improvements shall be made by assessing the cost therefore against the above described benefited properties as indicated in such report.

4. The assessments hereby levied for said improvements shall be:

- (1) paid in cash within thirty (30) days of invoice; or
- (2) in ten (10) annual installments, together with interest on the unpaid balance at a rate of 6.25%; or
- (3) upon transfer of ownership of any parcel or part of a parcel against which assessments are levied;

whichever occurs first. If title to part of such parcel is transferred, only such assessment that is attributable to the part transferred shall become due and payable upon transfer.

5. The total amount assessed benefited properties shall not exceed the total cost of the improvements.

6. The Clerk-Treasurer is hereby directed to publish this resolution in the De Pere Journal as a Class 1 Notice.

7. The Clerk-Treasurer is further directed to mail a copy of this resolution to the property owners whose names appear on the assessment roll whose address is known or can, with reasonable diligence, be ascertained.

8. If any section, sentence, or clause of this resolution or any special assessment set forth or referenced herein shall be declared invalid for any reason whatsoever, such

decision shall not affect the remaining sections or assessments approved herein, which shall remain in full force and effect.

9. This resolution shall remain in full force and effect from and after its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

* Strike if not modified by the Council

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

STORM SEWER LATERALS (100% Assessable)

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

**SCHEDULE C
PROPOSED ASSESSMENT RATES**

ASSESSMENT RATE CALCULATION

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

Note: ERU is for Equivalent Residential Units

PROBABLE PROJECT FINANCING

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

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER LATERAL CONSTRUCTION

LOCATION - GLENWOOD AVENUE, NICOLET AVENUE, LAWTON PLACE

COST PER UNIT - STORM SEWER LATERAL (PRELIMINARY) -

\$741

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

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS

PRELIMINARY ASSESSMENTS

TYPE OF IMPROVEMENT: STORM SEWER LATERAL CONSTRUCTION

LOCATION - GLENWOOD AVENUE, NICOLET AVENUE, LAWTON PLACE

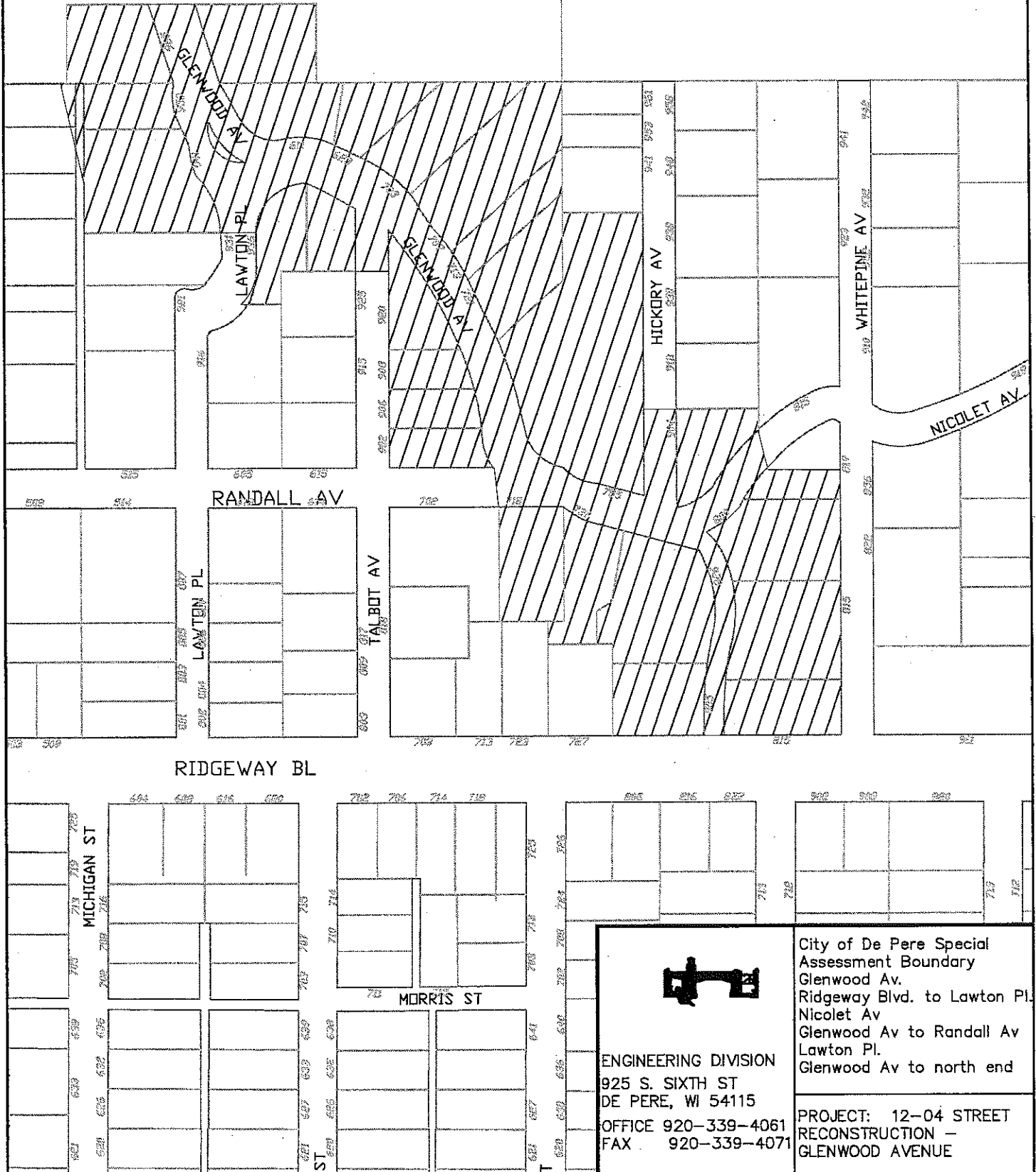
COST PER UNIT - STORM SEWER LATERAL (PRELIMINARY) -

\$741

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT
		UNIT	COST	
MICHAEL & FLORANNE HANNA 713 GLENWOOD AVE DE PERE WI 54115-3012	ED-1298 713 GLENWOOD AVE	1	\$741	\$741
STEVE H & JULIE A VANDENLANGENBERG 721 GLENWOOD AVE DE PERE WI 54115-3012	ED-1296 721 GLENWOOD AVE	1	\$741	\$741
RONALD O & KAREN S KORB 920 TALBOT AVE DE PERE WI 54115-3035	ED-1274 920 TALBOT AVE	1	\$741	\$741
ARDA I ISHKHANIAN & STEPHEN E PERKINS 908 TALBOT AVE DE PERE WI 54115-3035	ED-1276 908 TALBOT AVE	1	\$741	\$741
RONALD M CODY & CHERYL ENGLEBERT 906 TALBOT AVE DE PERE WI 54115-3035	ED-1277 906 TALBOT AVE	1	\$741	\$741
WELLS ALLISON H TRUST 902 S RICE RD OJAI CA 93023	ED-1278 902 TALBOT AVE	1	\$741	\$741
JOSEPH B & SUSAN K SCHINKTEN 936 LAWTON PL DE PERE WI 54115-2625	ED-1259 936 LAWTON PL	1	\$741	\$741
JOSEPH B & SUSAN K SCHINKTEN 936 LAWTON PL DE PERE WI 54115-2625	ED-1273 GLENWOOD AVE	1	\$741	\$741
KEVIN M & SUSAN M PASTERSKI 805 GLENWOOD AVE DE PERE WI 54115-3013	ED-1307 805 GLENWOOD AVE	1	\$741	\$741
DAVID W HUNNICUTT & AMY L LEWIS 730 NICOLET AVE DE PERE WI 54115-3062	ED-1312 730 NICOLET AVE	1	\$741	\$741
RICHARD P & DEBORAH L AUSTIN 826 GLENWOOD AVE DE PERE WI 54115-3014	ED-1309 826 GLENWOOD AVE	0	\$741	\$0
SCOTT W & KATHERINE M JANSSEN 718 RANDALL AVE DE PERE WI 54115-3025	ED-1292 718 RANDALL AVE	0	\$741	\$0
TOTAL				\$17,043



SPECIAL ASSESSMENT BOUNDARY



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

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

PROJECT: 12-04 STREET
RECONSTRUCTION -
GLENWOOD AVENUE

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, the Common Council of the City of De Pere, Wisconsin, has declared its intention to exercise its police powers and levy special assessments pursuant to Section 66.0703, Wis. Stats. for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer laterals. Said improvements shall be constructed and the properties there from are contained in the following described areas or abutting streets:

STORM SEWER LATERALS – GLENWOOD AVENUE

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

1. The total assessed against such districts shall not exceed the total cost of the improvements. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer Laterals.
2. The assessments against any parcel shall be paid as follows:
 - (a) In cash within 30 days of invoice; or
 - (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
 - (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

The report of the Director of Public Works showing preliminary plans and specifications for said improvements, an estimate of the entire cost of the proposed improvements, a schedule of the proposed assessments, and a statement that the property against which the assessments are proposed is benefited, is on file in the office of the City Clerk-Treasurer and may be inspected there on any business day between the hours of 8:00 A.M. and 4:30 P.M.

YOU ARE FURTHER NOTIFIED, that the Common Council will hear all interested persons or their agents or attorneys concerning matters contained in the Preliminary Resolution authorizing such assessment and the report, including proposed assessments of benefits, at 7:30 or as soon thereafter as can be heard, on Wednesday, June 6, 2012 in the Council Chambers of the City Hall.

All objections will be considered at said hearing, and thereafter the amount of the assessment will be finally determined.

BY ORDER OF THE COMMON COUNCIL

Vicki L. Scray, Deputy Clerk

PROCLAMATION

PROCLAIMING SATURDAY, MAY 19, 2012 "NOTRE DAME OF DE PERE DAY" IN THE CITY OF DE PERE

WHEREAS, Notre Dame of De Pere, and its predecessor schools, St. Francis Xavier School and St. Mary's Catholic School have provided quality, Catholic education in the De Pere community for over 141 years; and

WHEREAS, on May 19, 2012, the alumni of Notre Dame of De Pere, and its predecessor schools, St. Francis Xavier School and St. Mary's Catholic School, will hold its first ever All Alumni Reunion, including school tours, a celebration mass, dinner and presentation to commemorate the history and accomplishments of the schools; and

WHEREAS, given the positive impact these fine institutions and their students, graduates, educators, administrators, other staff, pastors and families have had on the City of De Pere and the greater Green Bay area, we wish to recognize the schools' achievements and support Notre Dame Of De Pere's future success and contributions to our community.

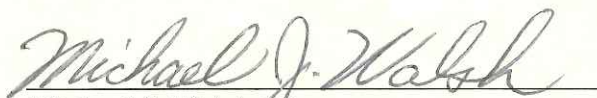
NOW, THEREFORE, I, Michael J. Walsh, Mayor of the City of De Pere, Wisconsin, by the authority vested in me, do hereby proclaim Saturday, May 19, 2012,

"NOTRE DAME OF DE PERE DAY"

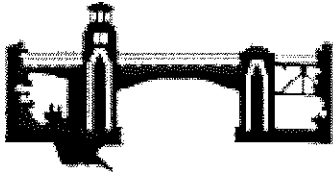
in the City of De Pere, and we urge all of our citizens to join with us in honoring Notre Dame of De Pere, and its predecessor schools, St. Francis Xavier School and St. Mary's Catholic School, and all of its special alumni, both past, present and future, and thank them for the positive impact they have made and will continue to make in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 19th day of May, 2012.

CITY OF DE PERE, WISCONSIN


Michael J. Walsh, Mayor





Memorandum

To: City Council

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

Re: Donations

Date: June 5, 2012

The Board of Park Commissioners is recommending the approval of various donations. Four of the donations are intended for the Recreation Scholarship Fund, and two donations are from De Pere Baseball to install scoreboards and a key card system at Kelly Danen Park. I have summarized the list of donations below.

- A. \$2000 donation from Wochinske Foundation for the Recreation Scholarship program.
- B. \$250 donation from Pink Flamingo's for the Recreation Scholarship program.
- C. \$250 donation from the Buggy Tournament for the Recreation Scholarship program.
- D. \$250 donation from the Kiwanis Club for the Recreation Scholarship program.
- E. Donation up to \$14,000 from De Pere Baseball to sponsor the replacement of NEVCO scoreboards at Kelly Danen Park.
- F. Donation up to \$1600 to install a key card system at Kelly Danen Park.

*** This agenda item was approved at the May 29, 2012 Common Council Meeting.**

**Review an extraterritorial request for a one (1) lot CSM, located in the Town of Ledgeview, Parcel D-417-4.
Applicant: Steven Zeitler.**

Steven Zeitler has submitted a one (1) lot CSM request. The single lot is 2.00 Acres (87,120 square feet). The CSM has defined the restrictive covenants, which outline the soil erosion control methods and surface water drainage requirements.

Recommendation:

Staff would recommend approval of the CSM, and that it be forwarded to the Common Council for approval.

**CITY OF DE PERE****APPLICATION FOR
CSM REVIEW****Fee:** \$ 300.00**Receipt #:** 71941**Date:** 9-20

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name:

BLAISE BUILDINGS

Mailing Address: 3395 Carter Lane**Phone:** 983-0615 **Fax #:****E-Mail Address:** Blaiserb@yahoo.com**Signature:** Blaise Bldgs **Date:** 10/28/11

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

Agent:**Name:** Steven E Zeidler**Mailing Address:** 7410 Hidden Valley Rd, Maeshel WI 54227**Phone:** 920-863-8411 **Fax #:****E-Mail Address:** Zeidler99@aol.com**Signature:** Steve Zeidler **Date:** 10/28/11**B. Property Information****Address/Location of Property:** 3395 Carter Lane

De Pere, WI 54115

Parcel #: Part of D-417-4**NOTE:** Please submit thirteen (13) copies of the CSM if property is located within the City or two (2) copies of the CSM if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Signed:

Applicant/Agent

Dated:

10/28/11

CERTIFIED SURVEY MAP

PART OF THE NORTH 1/2 OF PRIVATE CLAIM 40 EAST SIDE FOX RIVER,
TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN

Surveyors Certificate:

I, Steven E. Zeitler, Registered Land Surveyor, do hereby certify that I have surveyed, divided, and mapped the land described hereon; that I have made such survey and map by the direction of the owners listed hereon; and that I have complied with the provisions of Chapter 236 Section 236.34 of the Wisconsin Statutes, the Town of Ledgeview, City of De Pere and the Brown County Planning Commission in surveying, dividing and mapping the heron described parcel of land and that the map hereon is a true and correct representation of the exterior boundary and the division of it.

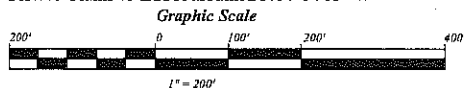
Steven E. Zeitler RLS # 1749 Date

DESCRIPTION:

Part of the North 1/2 of Private Claim 40, East Side Fox River,
Town of Ledgeview, Brown County, Wisconsin described as;
Commencing at the Northeast Corner of Private Claim 40; thence along the northerly line of said Private
Claim 40 North 64°04'13" West 3,018.15 feet; thence South 25°41'58" West 794.92 feet to the
point of beginning;
thence continuing South 25°41'58" West 361.18 feet to the northerly line of Carter Road; thence along said
line North 64°05'55" West 211.56 feet; thence North 10°11'58" East 129.72 feet; thence North 24°06'34"
East 236.41 feet; thence South 64°05'55" East 252.79 feet to the point of beginning.
Subject to easements and right of ways of record.

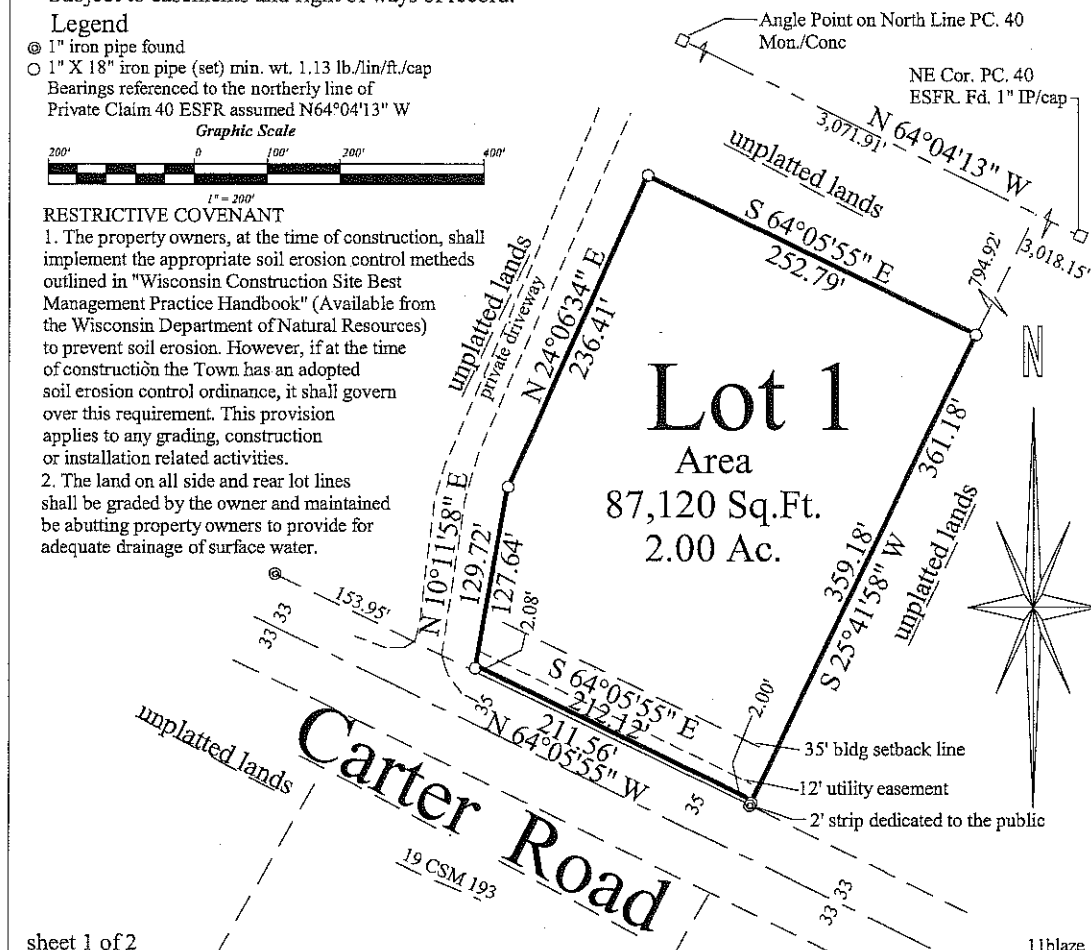
Legend

- 1" X 18" iron pipe (set) min. wt. 1.13 lb./lin./ft./cap
Bearings referenced to the northerly line of
Private Claim 40 ESFR assumed N64°04'13" W



RESTRICTIVE COVENANT

1. The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in "Wisconsin Construction Site Best Management Practice Handbook" (Available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction or installation related activities.
2. The land on all side and rear lot lines shall be graded by the owner and maintained be abutting property owners to provide for adequate drainage of surface water.



CERTIFIED SURVEY MAP

PART OF THE NORTH 1/2 OF PRIVATE CLAIM 40 EAST SIDE FOX RIVER,
TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN

OWNERS CERTIFICATE:

As owner, I hereby certify that I caused the land described on this map to be surveyed, divided, mapped and dedicated as represented hereon; I also certify that this Certified Survey Map is required to be submitted to the Town of Ledgeview, City of DePere and the Brown County Planning Commission, for approval or objection in accordance with current Land Subdivision Ordinances.

Blaise M Bildings

STATE OF WISCONSIN)

BROWN COUNTY)SS

Personally came before me this ____ day of _____,
2011 the above named owners, to me known to be the persons who
executed the foregoing instrument and acknowledge the same.

Notary Public

Steven E. Zeitler

My commission expires 1/13/13

TOWN OF LEDGEVIEW APPROVAL:

Approved by the Town of Wrightstown, Brown County
Wisconsin, on the ____ day of _____, 2011.

Sarah Burdette Town Clerk

BROWN COUNTY PLAN COMMISSION APPROVAL:

Approved by the Brown County Planning Commission
this ____ day of _____, 2011

Peter Schleinz Senior Planner

CITY OF DE PERE APPROVAL:

Approved by the City of De Pere, Brown County, Wisconsin
on the ____ day of _____, 2011

Kenneth Pabich Planning & Economic Development Director

TREASURER'S CERTIFICATE

As duly elected Brown County Treasurer, we hereby certify that the records in our office show no unpaid taxes; no unredeemed tax sales and no unpaid special assessments affecting any of the lands included as of the date listed below.

for recording

Kerry M. Blaney Date
Brown County Treasurer

LICENSE COMMITTEE RECOMMENDATION

June 6, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on June 6, 2012.

- a) Renewal Applications submitted for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage License, "Class B" Intoxicating Liquor Licenses, and "Class C" Wine Licenses for the licensing period July 1, 2012 to June 30, 2013.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

NOTICE IS HEREBY GIVEN THAT THE FOLLOWING LIST OF APPLICATIONS TO DEAL IN INTOXICATING LIQUOR AND/OR FERMENTED MALT BEVERAGES HAVE BEEN FILED WITH THE OFFICE OF THE CITY CLERK-TREASURER OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN:

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) Reid Street Station, 401 Reid Street, submitted by CK Convenience, Inc., Agent: Corey M. Kroll, 2505 Klondike Court, Green Bay, WI.
- 2) Wine Cellar, 801 Main Avenue, submitted by The Wine Cellar II Inc., Agent: Dale Michael Dombroski, 1159 Drews Drive, De Pere, WI.

CLASS "A" BEER

- 3) De Pere Shell, 841 Main Avenue, submitted by De Pere Shell Inc., Agent: Michael Schilawski, 2789 Kenlar Circle, Green Bay, WI.
- 4) GCS Landing, 1063 N. Broadway Street, submitted by Voyageur Shell d/b/a GCS Landing, Agent: Jacob P. Anderson, 1570 Waterford Court, Green Bay, WI.
- 5) Riverside Shell, 1010 S. Broadway Street, submitted by Riverside Shell LLC, Agent: Michael Schilawski, 2789 Kenlar Circle, Green Bay, WI.
- 6) Voyageur Shell, 302 N. Broadway Street, submitted by Voyageur Shell LLC, Agent: Jacob P. Anderson, 1570 Waterford Court, Green Bay, WI.
- 7) Walgreens #10235, 901 Main Avenue, submitted by Walgreen Co., Agent: Debra Jean Finendale, 3174 Carnoustie Way, New Franken, WI.

CLASS "B" BEER

- 1) Pizza Hut, submitted by PH Hospitality Group LLC, Agent: Jeff Adamick, 3052 Saybrook Circle, Green Bay, WI.

CLASS "C" WINE

- 1) Pizza Hut, submitted by PH Hospitality Group LLC, Agent: Jeff Adamick, 3052 Saybrook Circle, Green Bay, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) 101, 101 Fort Howard Avenue, submitted by De Cleene Zellner LLC, Agent: Greg De Cleene, 236 Crestview Lane, De Pere, WI.
- 2) Honey Hole II, 413 Main Avenue, submitted by Honey Hole II LLC, Agent: Gary L. Drew, 426 Aloysius Court, De Pere, WI.
- 3) The Sports Corner, submitted by De Pere Sports Corner, LLC, Agent: Keith Noskowiak, 1058 Pennings Avenue, De Pere, WI.
- 4) The Vault, 127 N. Broadway Street, submitted by The Vault of De Pere Inc., Agent: James H. Constine Jr., 127 N. Broadway Street, De Pere, WI.
- 5) Willi's Bar & Grill, 1605 Fort Howard Avenue, Suite C, submitted by Willi's Bar & Grill LLC, Agent: Cynthia N. Williquette, 3022 Williams Grant Drive, De Pere, WI.

ORDINANCE #12-12

AMENDING §30-2(l)(2)d. DE PERE MUNICIPAL CODE REGARDING
COMMUNITY CENTER CLOSING TIME

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

Section 1. §30-2(l)(2), *Park closed; entry prohibited. Exceptions*, is hereby amended by
repealing the following sentence:

- d. The director of parks, recreation and forestry, or designee, may, in writing and upon request, extend the hours of operation at the community center to midnight; and

replacing the same with the following:

- d. The director of parks, recreation and forestry, or designee, may, in writing and upon request, extend the hours of operation at the community center to midnight and on New Year's Eve to 1:00 a.m.

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 6th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-61

AUTHORIZING AGREEMENT REGARDING THE
SALE AND PURCHASE OF CERTAIN BUSINESS PARK PROPERTY
BETWEEN THE CITY OF DE PERE AND FRESHSTART-UTECH, LLC

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Freshstart-Utech, LLC desires to enter into an agreement to purchase an approximate 1.578 acre parcel for the purpose of constructing their corporate headquarters office building; 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 enter into such Agreement Regarding the Sale and Purchase of Certain Business Park Property as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND FRESHSTART-UTECH, LLC**

THIS AGREEMENT, made and entered into this ____ day of _____, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Freshstart-Utech, LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park; and

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 1.578 acre parcel for the purpose of constructing their corporate headquarters office building; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 6 (the "District") and adopted a Project Plan (the "Project Plan") for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer's intended office building development is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer's ability to develop the office building is contingent upon the City's providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 1.578 acre parcel of real estate legally described as:

Southbridge Business Park 2nd Addition, Lot 19 (Parcel WD-1622)

Such parcel is shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."

A. Purchase Price. The purchase price for the Subject Parcel shall be seventy eight thousand five hundred dollars (\$78,500).

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric service, natural gas and telecommunication services. All of such improvements and utilities shall be available from and located in and along the entire length of the City right-of-way and applicable utilities easements along American Court. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$500. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale not close, the earnest money shall be returned to Developer.

II. CLOSING PROCEDURE. Closing shall take place at 2:00 PM on June 26, 2012 at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Obligation to Close. The obligation of Developer to close under this Agreement is expressly contingent upon Developer receiving final financing approval from Johnson Bank and the Small Business Administration.

B. Evidence of Title/Title Defects. Upon receipt of written notification by Developer that the financing condition has been satisfied, City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least five (5) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

C. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

D. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances providing the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

E. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

III. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Subject Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Subject Parcel was used

as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Subject Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action

that may make the buyer liable in tort under common law, public, or private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

3. **Threatened or Pending Environmental Litigation.** No portion of the Subject Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.** The current use of the Subject Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain or wetlands.** Subject Parcel is located in an area not currently identified as flood plain or shoreland-wetlands under Chapter 15 De Pere Municipal Code.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

IV. CITY OBLIGATIONS

A. The City agrees to make three grants (collectively, the "Project Grants," and individually, a "Project Grant") to defray the costs of the office building development. The aggregate amount of the Project Grants shall be \$130,000, on the following schedule:

- (1) Project Grant #1: \$30,000 upon closing of property sale
- (2) Project Grant #2: \$50,000 upon completion of building foundation

- (3) Project Grant #3: \$50,000 upon issuance of the building Certificate of Occupancy

B. The aggregate amount of the Project Grants is premised upon the completed office building and the land upon which it is located having an assessed value for real property tax purposes of \$650,000 as of January 2, 2013. If the assessed value of the office building and land as of that date is less than \$650,000, Developer, is successors and assigns, agrees to make payment to City in lieu of taxes as provided in Section V.B. below.

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than six (6) months after the date of closing on the parcel and prior to any construction. Approval and review of such plan shall be based on the City's Planning and Development Standards for the Business Park and may be subject to additional reasonable conditions imposed at the reasonable discretion of the City. If the provisions of this

paragraph are not complied with, the City may proceed as provided in Section V.C., paragraph 3, below.

2. Developer to Substantially Improve. Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the closing of the property. Substantial development as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. Failure to Submit Site Plan or Substantially Develop. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraphs 1 or 2, above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real

property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. Repurchase Closing. Closing for repurchase as contemplated in Section V.A., paragraph 3, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to in either Section V, paragraph 3, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

B. Guarantee of Value. Developer warrants that as of January 2, 2013, the value of the Office Building and land shall not be less than \$650,000 (the Guaranteed Value). Developer, for itself, its successors and assigns, agrees that should the Assessed value be less than the Guaranteed Value of \$650,000, it will make a payment in lieu of

tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the Guaranteed Value. Such Deficit Payment shall be determined as follows:

- (1) The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from \$650,000. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for that tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it was due.
- (2) If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the property as a special charge under Wis. Stats. §66.0627.

C. Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the assessed value of the Office Building and land below the value at which the Office Building and land is assessed as of January 2, 2013.

D. For the duration of the statutory life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject

Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the subject Property or any portion thereof to become tax exempt. Should the Office Building and/or Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that payment in lieu of tax shall then be made by the owner of the Subject Property in accordance with the process set out above.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any amendment thereto shall be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Developer may assign this agreement in its entirety only upon written notice of Assignment to City, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

Freshstart-Utech, LLC
c/o Christine Utech
3313 Packerland Drive, Suite D
De Pere, WI 54115

2. If to City:

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

With a copy to:

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

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

FRESHSTART-UTECH, LLC

By: _____

Print Name: _____

Title: _____

Print Name: _____

Title: _____

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this _____
day of _____, 2012, the above
named _____ and

known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public: _____

My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

CITY OF DE PERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this _____
day of _____, 2012, the above
named Michael J. Walsh, Mayor and

Shana L. Defnet, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public: _____

My Commission expires: _____

WD-L183-4
SOUTHBRIDGE RD

WD-1139

WD-1621

WD-1620

WD-1622

WD-1623

**Subject
Parcel**

AMERICAN CT

WD-1624

WD-1626

WD-1625

WD-1381

WD-1380

WD-1148

WD-1139

WD-1379

WD-L176-2

WD-1136

BLVD

WD-1378

BUILDERS

WD-1377

WD-1375



1 inch = 150 feet

Legend



Subject Parcel

Exhibit A

WD-1136-2

WD-L176-1

REVISED
RESOLUTION #12-27

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Glenwood Avenue)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on May 15, 2012 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Part of Private Claim 29 and Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at Brown County ID Point 30N17.2;

thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1;

thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the POINT OF BEGINNING;

thence S54°31'50"W, 31.57 feet to the westerly right of way of said Glenwood Avenue;

thence 36.63 feet along the arc of a 85.00 foot radius curve to the right, having a long chord which bears S01°53'18"E, 36.35 feet along said westerly right of way;

thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way;

thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the northerly right of way of Ridgeway Boulevard;

thence S63°57'20"E, 30.03 feet along said northerly right of way to the easterly right of Glenwood Avenue;

thence 163.31 feet along the arc of a 585.00 foot radius curve to the right, having a long chord which bears N31°26'23"E, 162.78 feet along said easterly right of way;

thence 97.81 feet along the arc of a 215.00 foot radius curve to the left, having a long chord which bears N22°03'30"E, 96.96 feet along said easterly right of way;

thence 60.60 feet along the arc of a 115.00 foot radius curve to the left, having a long chord which bears N04°50'44"W, 59.90 feet to the Point of Beginning.

Said parcel contains 9,164 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements in the vacated right-of-way are reserved. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. Vacation of this right-of-way is expressly contingent upon the rededication of this portion of Glenwood Avenue by the property owners adjacent thereto by recording a Certified Survey Map substantially similar to that attached hereto and incorporated by reference as Exhibit B.

Section 3. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 4th day of April, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of June, 2012.

APPROVED:

Michael J. Walsh, Mayor

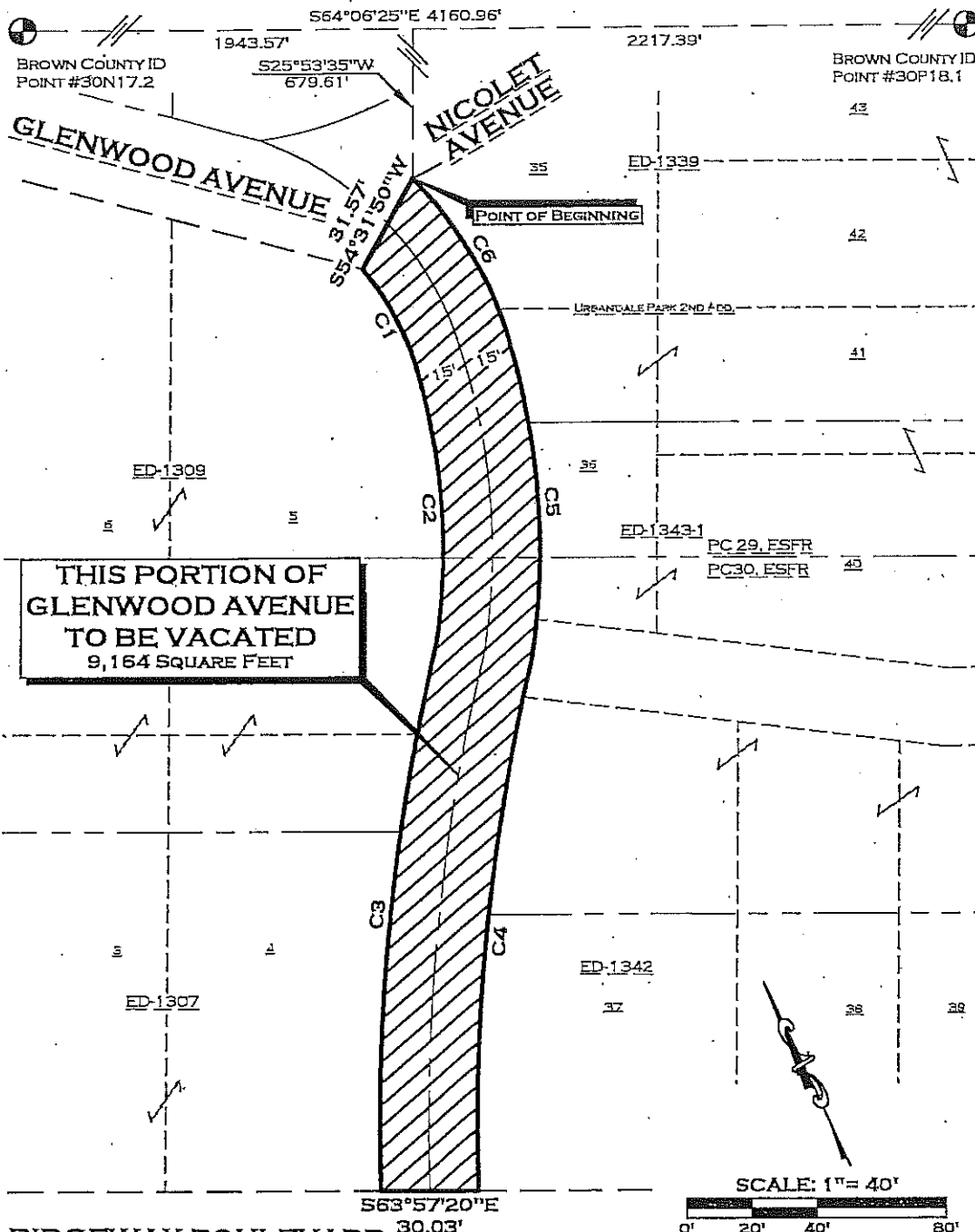
ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

VACATION SKETCH



RIDGEWAY BOULEVARD

CURVE TABLE

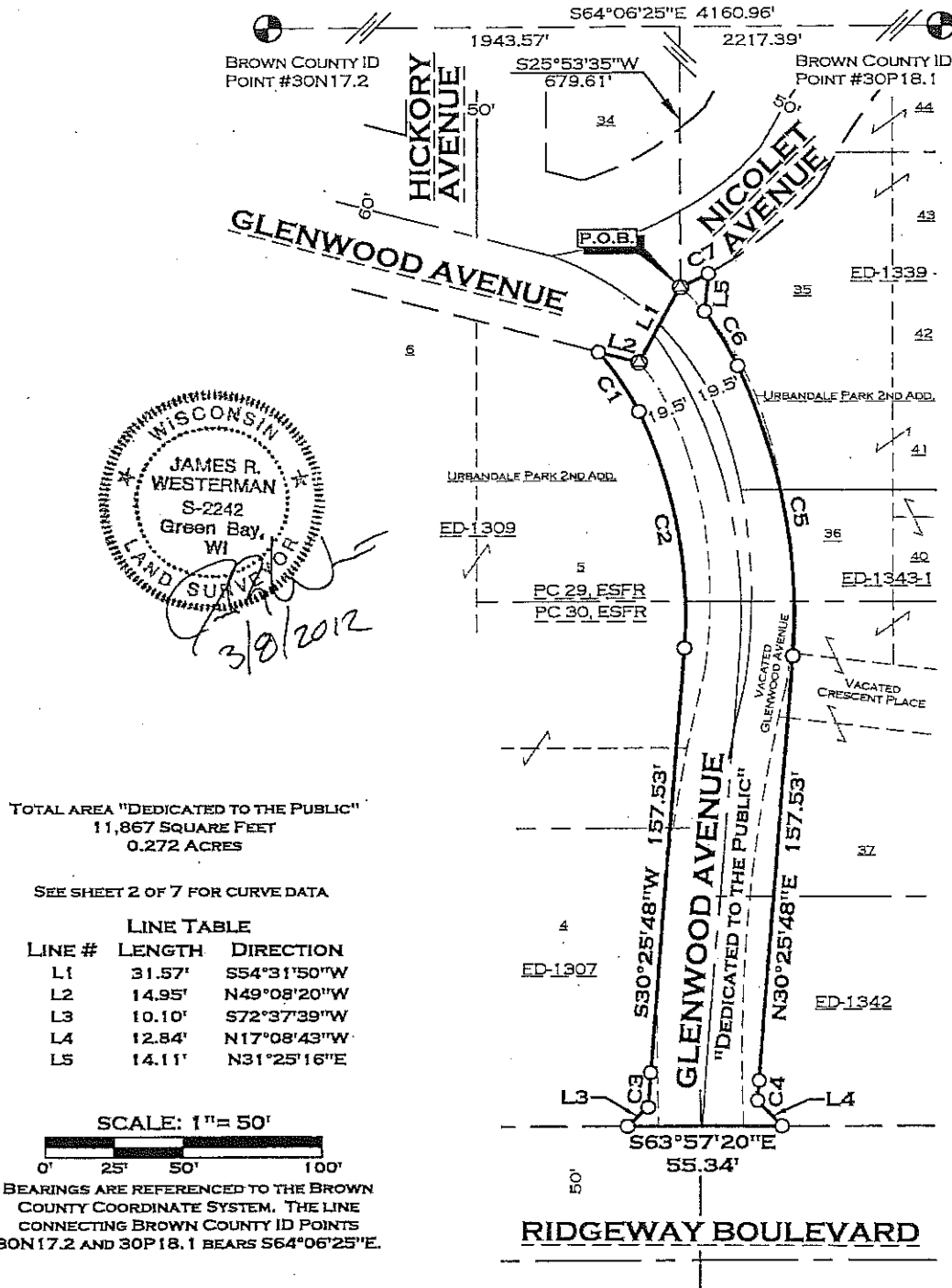
CURVE #	DELTA	RADIUS	LENGTH	CHORD	CHORD	TANGENT	SECOND TANGENT
				DIRECTION	LENGTH	BEARING	BEARING
C1	24°41'39"	85.00'	36.63'	S01°53'18"E	36.35'	S14°14'07"E	S10°27'31"W
C2	25°49'57"	185.00'	83.41'	S21°50'21"W	82.71'	S08°55'23"W	S34°45'20"W
C3	15°45'23"	615.00'	169.12'	S31°26'51"W	168.59'	S39°19'33"W	S23°34'10"W
C4	15°59'41"	585.00'	163.31'	N31°26'23"E	162.78'	N23°26'33"E	N39°26'13"E
C5	26°03'52"	215.00'	97.81'	N22°03'30"E	96.96'	N35°05'26"E	N09°01'34"E
C6	30°11'34"	115.00'	60.60'	N04°50'44"W	59.90'	N10°15'03"E	N19°56'32"W



ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 4664 GOLDEN POND PARK COURT
 HOBART, WI 54155
 PHONE: (920) 662-9541
 FAX: (920) 662-9141
 WWW.RELEINC.COM

CERTIFIED SURVEY MAP

PART OF LOT'S 4, 5, 35, 36 AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIMS 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN



LEGEND

P.O.B. POINT OF BEGINNING

○ SET 1" x 18" IRON PIPE WITH CAP
WEIGHING 1.38 LBS./LIN. FT.

⊙ SET PK NAIL W/ WASHER

⊙ BROWN COUNTY ID POINT



ROBERT E. LEE & ASSOCIATES, INC.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
4664 GOLDEN POND PARK COURT
HOBART, WI 54155
PHONE: (920) 562-9641
FAX: (920) 562-9141
INTERNET: WWW.RELEINC.COM

374\DWG\040437ACSLDWG

SHEET 1 OF 7

SURVEYOR'S CERTIFICATE:

I, JAMES R. WESTERMAN, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT BY THE ORDER AND UNDER THE DIRECTION OF THE CITY OF DE PERE, I HAVE SURVEYED, DEDICATED AND MAPPED A PARCEL OF LAND BEING PART LOT'S 4, 5, 35, 36, AND 37 OF URBANDALE PARK 2ND ADDITION, PART OF VACATED GLENWOOD AVENUE AND PART OF VACATED CRESCENT PLACE, ALL BEING PART OF PRIVATE CLAIM'S 29 AND 30, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY ID POINT 30N17.2;

THENCE S64°06'25"E, 1943.57 FEET ALONG A LINE CONNECTING BROWN COUNTY ID POINT 30N17.2 AND BROWN COUNTY ID POINT 30P18.1;

THENCE S25°53'35"W, 679.61 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE AND THE EASTERLY RIGHT OF WAY OF VACATED GLENWOOD AVENUE, THE POINT OF BEGINNING;

THENCE S54°31'50"W, 31.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF GLENWOOD AVENUE;

THENCE N49°08'20"W, 14.95 FEET ALONG SAID SOUTHERLY RIGHT OF WAY;

THENCE 26.26 FEET ALONG THE ARC OF A 96.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S07°16'37"E, 26.18 FEET;

THENCE 90.05 FEET ALONG THE ARC OF A 172.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S15°28'28.5"W, 89.03 FEET;

THENCE S30°25'48"W, 157.53 FEET;

THENCE 12.89 FEET ALONG THE ARC OF A 619.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS S29°50'02.5"W, 12.89 FEET;

THENCE S72°37'39"W, 10.10 FEET TO THE NORTHERLY RIGHT OF WAY OF RIDGEWAY BOULEVARD;

THENCE S63°57'20"E, 55.34 FEET ALONG SAID NORTHERLY RIGHT OF WAY;

THENCE N17°08'43"W, 12.84 FEET;

THENCE 7.47 FEET ALONG THE ARC OF A 580.50 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS N30°03'40.5"E, 7.47 FEET;

THENCE N30°25'48"E, 157.53 FEET;

THENCE 110.41 FEET ALONG THE ARC OF A 211.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N15°28'28.5"E, 109.16 FEET;

THENCE 23.19 FEET ALONG THE ARC OF A 135.50 FOOT RADIUS CURVE TO THE LEFT, HAVING A LONG CHORD WHICH BEARS N04°22'59"W, 23.16 FEET;

THENCE N31°25'16"E, 14.11 FEET TO THE SOUTHERLY RIGHT OF WAY OF NICOLET AVENUE;

THENCE 10.89 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, HAVING A LONG CHORD WHICH BEARS S88°36'58.5"W, 10.88 ALONG SAID SOUTHERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11,867 SQUARE FEET (0.272 ACRES) OF LAND MORE OR LESS.

THAT THE WITHIN MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION OF IT AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH CHAPTER 14 OF THE GENERAL ORDINANCES OF THE CITY OF DE PERE IN THE SURVEYING, DEDICATING AND MAPPING OF THE SAME.

DATED THIS 8TH DAY OF MARCH, 2012.


JAMES R. WESTERMAN RLS #2242
ROBERT E. LEE & ASSOCIATES, INC.



CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT BEARING	SECOND TANGENT BEARING
C1	15°35'32"	96.50'	26.26'	S07°16'37"E	26.18'	S00°31'09"W	S15°04'24"E
C2	29°54'39"	172.50'	90.05'	S15°28'28.5"W	89.03'	S30°25'48"W	S00°31'09"W
C3	1°11'31"	619.50'	12.89'	S29°50'02.5"W	12.89'	S29°14'17"W	S30°25'48"W
C4	0°44'15"	580.50'	7.47'	N30°03'40.5"E	7.47'	N30°25'48"E	N29°41'33"E
C5	29°54'39"	211.50'	110.41'	N15°28'28.5"E	109.16'	N00°31'09"E	N30°25'48"E
C6	9°48'16"	135.50'	23.19'	N04°22'59"W	23.16'	N09°17'07"W	N00°31'09"E
C7	4°09'31"	150.00'	10.89'	S88°36'58.5"W	10.88'	N89°18'16"W	S86°32'13"W



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FILE R:\0400\0404\0404374\DWG\0404374CSN.DWG

SHEET 2 OF 7

Publish: April 19 and April 26, May 3 2012 in the De Pere Journal (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, May 15, 2012** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a street vacation for a part of Glenwood Avenue as described as:

That portion of Glenwood Avenue, legally described as follows:

That part of Private Claim 29 and Private Claim 30, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at Brown County ID Point 30N17.2; thence S64°06'25"E, 1943.57 feet along a line connecting Brown County ID Point 30N17.2 and Brown County ID Point 30P18.1; thence S25°53'35"W, 679.61 feet to the intersection of the southerly right of way of Nicolet Avenue and the easterly right of way of Glenwood Avenue, the **POINT OF BEGINNING**; thence S54°31'50"W, 31.57 feet to the westerly right of way of said Glenwood Avenue; thence 36.63 feet along the arc of a 85.00 foot radius curve to the right, having a long chord which bears S01°53'18"E, 36.35 feet along said westerly right of way; thence 83.41 feet along the arc of a 185.00 foot radius curve to the right, having a long chord which bears S21°50'21"W, 82.71 feet along said westerly right of way; thence 169.12 feet along the arc of a 615.00 foot radius curve to the left, having a long chord which bears S31°26'51"W, 168.59 feet along said westerly right of way to the northerly right of way of Ridgeway Boulevard; thence S63°57'20"E, 30.03 feet along said northerly right of way to the easterly right of Glenwood Avenue; thence 163.31 feet along the arc of a 585.00 foot radius curve to the right, having a long chord which bears N31°26'23"E, 162.78 feet along said easterly right of way; thence 97.81 feet along the arc of a 215.00 foot radius curve to the left, having a long chord which bears N22°03'30"E, 96.96 feet along said easterly right of way; thence 60.60 feet along the arc of a 115.00 foot radius curve to the left, having a long chord which bears N04°50'44"W, 59.90 feet to the Point of Beginning. Said parcel contains 9,164 Square Feet of land more or less.

A map and detailed description of the proposed vacation is available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 5th day of April, 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Charlene M. Peterson
City Clerk-Treasurer

RESOLUTION #12-62

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Part of Fifth Street Adjacent to WD-389-2 and WD-389-2-1)

WHEREAS, the Common Council of the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. §66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on _____, 2012 at 7:30 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The westerly five feet of right-of-way of Fifth Street adjacent to Parcels WD-389-2 and WD-389-2-1, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Beginning at the southeast corner of Block 8 of the recorded Plat of Additions to the Village of West De Pere by the De Pere and New York Iron Company; thence NO7°26'36"E, 249.29 feet; thence S82°33'24"E, 5.00 feet; thence SO7°26'36"W, 249.29 feet; thence N82°28'24"W, 5.00 feet to the point of beginning.

Said parcel contains 1,246.44 Square Feet of land more or less.

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. All utility easements are retained. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 6th day of June, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

PLAT OF SURVEY

PART OF THE WESTERLY RIGHT OF WAY OF FIFTH STREET
ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE
VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED
IN THE CITY OF DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN

CLIENT: CITY OF DE PERE

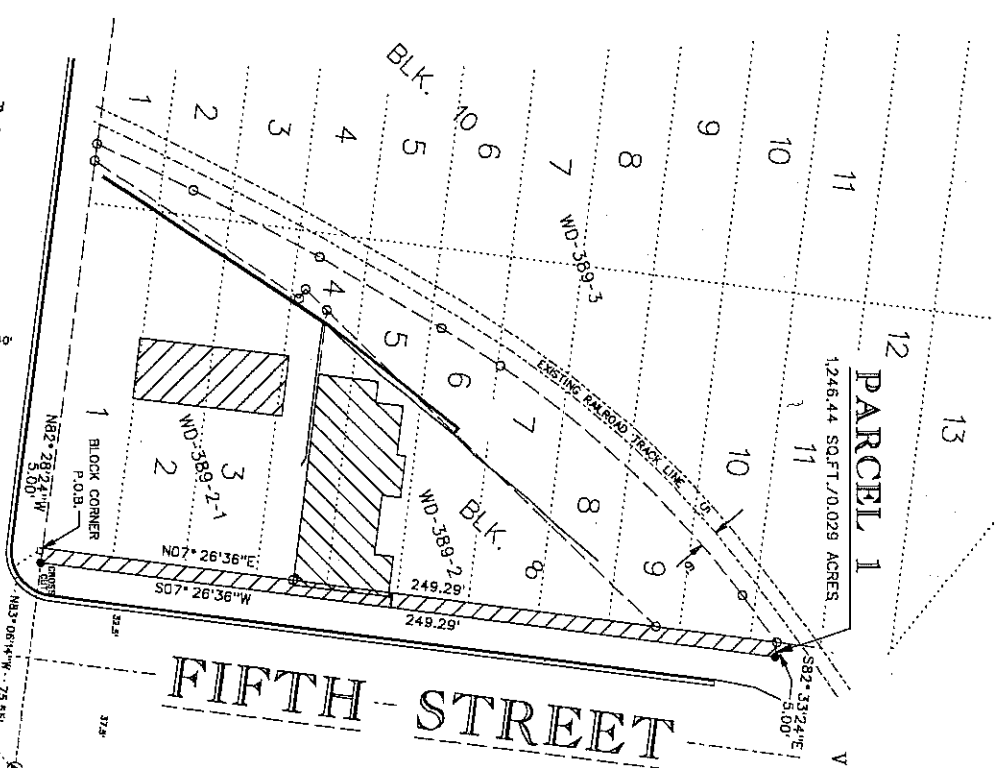
DESCRIPTION: PART OF THE WESTERLY RIGHT OF WAY
OF FIFTH STREET ACCORDING TO THE RECORDED PLAT OF ADDITIONS TO THE VILLAGE OF
WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY, LOCATED IN THE CITY OF
DE PERE, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED BELOW.
BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 8 OF THE RECORDED PLAT OF ADDITIONS
TO THE VILLAGE OF WEST DE PERE BY THE DE PERE AND NEW YORK IRON COMPANY; THENCE
N07°26'36"E, 249.29 FEET; THENCE S82°33'24"E, 5.00 FEET; THENCE S07°26'36"W, 249.29
FEET; THENCE N82°28'24"W, 5.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,246.44 SQ. FT./0.029 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE: I, TRACY S. ONDIK, REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT
THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND MAPPED UNDER MY DIRECT SUPERVISION
AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

TRACY S. ONDIK S-2620

DATE: _____



LEGEND

- -- 1.312" X 24" IRON PIPE WEIGHING 1.68 LBS/LIN. FOOT SET
- -- 1" IRON PIPE FOUND UNLESS NOTED OTHERWISE

SCALE 1" = 40'
BEARINGS REFERENCED TO THE NORTH LINE
OF MAIN AVENUE, ASSUMED
BEARING N82°28'24"W



Solski Surveying, LLC
Land Surveying, Consulting Services & Land Planning
1000 Green Bay, WI 54303
(920) 965-0040 Fax (920) 965-0041

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Re-Appointment
Date: June 1, 2012

I am submitting the following names for appointment/re-appointment at the June 6, 2012 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with any of the individuals who are being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

Historic Preservation Commission

Gene Hackbarth/Re-Appointment

Historic Preservation Commission

Mike Fleck/Re-Appointment

Historic Preservation Commission

Mary Jane Herber/Re-Appointment

Sustainability Team Agenda

**Wednesday
June 13th, 2012
1:30 P.M.**

CITY HALL – Riverview Conference Room

Team Members: Derek Beiderwieden; Steve Bloemer; Larry Delo; Karen Heyrman; Dave Hongisto; Sonja Jensen; Marty Kosobucki; Ken Pabich; Pete Smith; Jim Stupka; Scott Thoresen

1. Review status of implementing paper reduction contest and trophy construction. (All Team Members)
2. Review additional pricing options on public facility recycling containers. (Marty Kosobucki)
3. Review and finalize list of 2012 -2013 team projects. (All Team Members)
4. Discuss status of promotional video. (Pete Smith and Sonja Jensen)
5. Identify agenda items for next meeting scheduled for July 11, 2012.
6. Adjourn.

Sustainability Team Meeting Notes

5-9-2012 1:30pm

Members Present: Derek Beiderwieden, Steve Bloemer, Larry Delo, Dave Hongisto, Sonja Jensen, Marty Kosobucki, Pete Smith, Scott Thoresen

1. The team discussed the paper reduction contest and trophy. The trophy will be constructed partially from an old, non-working desk top printer. Steve Bloemer and Stephanie Aerts will construct the trophy. Pete Smith drafted a copy of contest rules and placed them in the sustainability folder for the team to review. Pete also drafted "best practices" for employees to follow to reduce paper and placed that list in the sustainability folder for team review.
2. The team discussed the cost of placing recycling containers at various locations in City facilities for the public to utilize. Marty brought several catalogs displaying various types of containers to the team meeting for review. The costs of the containers ranged from approximately \$100 to more than \$1,000 per container depending on the quality of construction and appearance. The team asked Marty to have the Parks Department secretarial staff review additional pricing options and to have Marty contact a couple of private area companies to see if they have older containers that they may be interested in donating to the City. The team determined that once an appropriate type of containers is priced or donated, the team would take this issue to the Finance Committee for approval.
3. The team discussed future projects. The discussion focused on projects that could be implemented immediately and projects for future implementation. The team discussed working on concepts to improve the overall management of the HVAC in City Hall. The team determined keeping certain stairwell and other area doors closed and eliminating public and employee access through the emergency door located in front of City Hall would reduce both cold and warm air loss. This change would be implemented immediately and in the near future. The team also identified some near term and longer term projects:
 - a. Replace City hall 2nd floor administrative office door with a glass door so the door can remain closed and citizens are still comfortable with entering the office area.
 - b. Replace the handle control faucets in City hall and Police Department with auto shut-off faucets.
 - c. Replace the ceiling lights in the City Hall building that remain on 24/7 for exits with LED lights.
 - d. Create a video discussing the efforts and impacts of the sustainability team.
 - e. Add daylight lighting to the MSC storage facility.
 - f. Replace bridge under-deck lights with LED lights.
 - g. Establish a sub-team to work with SEEDS on community parking needs to promote sustainable practices (bicycling, etc.).

4. The team decided to discuss adding team members at the next staff meeting and to utilize the to be created sustainability team video to entice additional team members.
5. None.
6. The next meeting is scheduled for Wednesday, June 13, 2012 at 1:30 PM in the Riverview Conference Room.

CITY OF DE PERE - June 6, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2010-2012 Licensing Period					
1	FINENDALE, DEBRA J	3174 CARNOUSTIE WAY	NEW FRANKEN	WI	54229
2	KLEINSCHMIDT, TRACEY A	4778 OVERLAND ROAD	ONEIDA	WI	54155
3	MUELLER, TRACIE A	N9275 COUNTY ROAD Y	SEYMOUR	WI	54165
Operator Licenses for the 2012-2014 Licensing Period					
1	ARMBRUST, MARIA E	2104 S BROADWAY APT 8	DE PERE	WI	54115
2	AUGUSTIN, ROBIN A	W5634 DEPOT ST	NICHOLS	WI	54152
3	BARBACOV, MAUREEN T	600 GEORGE ST	DE PERE	WI	54115
4	BARBACOV, TYLER J	600 GEORGE ST	DE PERE	WI	54115
5	BAUER, KEVIN A	842 WESTWOOD DR	DE PERE	WI	54115
6	BECKER, KATHY L	1727 HIGHVIEW ST	DE PERE	WI	54115
7	BUSH, ERIC R	1615 WINDSOR DR	BELLEVUE	WI	54302
8	CAMPBELL, SONYA M	E1125 TOWN HALL RD	LUXEMBURG	WI	54217
9	CASTILLEJA, STORMY D	5120 EXPO DR APT 108	MANITOWOC	WI	54220
10	CHEVALIER, JENNIFER L	1030 VERONICA LN	DE PERE	WI	54115
11	CONARD, KATRINA (TRINA) L	1979 SWAN RD APT 322	DE PERE	WI	54115
12	CONNELLY, LANA S	W1934 VANDENBERG ST	KAUKAUNA	WI	54130
13	COUILLARD, THERESA L	315 14TH AV	GREEN BAY	WI	54303
14	DAMRO, DEBRA M	848 LANGLADE AV	GREEN BAY	WI	54304
15	DAVID, ELIZABETH H	5882 COUNTY ROAD B	PULASKI	WI	54162
16	DOUGLAS, RENEE L	2196 DALY DR	GREEN BAY	WI	54311
17	FAIKEL, CHERYL M	1320 SCHEURING RD APT 3	DE PERE	WI	54115
18	FRANZ, MICHAEL T	W696 RIVER BEND DR	KAUKAUNA	WI	54130
19	GALLAGHER, JOHN P	1235 LOCH DRIVE	GREEN BAY	WI	54304
20	GARBE, KIM M	1011 DIVISION ST	GREEN BAY	WI	54303
21	GARRITY, VERONICA N	1422 KELLOGG ST	GREEN BAY	WI	54303
22	GEYER, LORI J	2371 MERRY CREEK CT	GREEN BAY	WI	54311
23	GIGOT, LORI K	2358 TALLADEGA SPEEDWAY	DE PERE	WI	54115
24	GORENCHAN, KAREN F	2309 SANTA BARBARA	GREEN BAY	WI	54313
25	GRAY, RACHEL R	620 HELENA ST	DE PERE	WI	54115
26	GROTH, AMANDA A	1808 MONROE ST	TWO RIVERS	WI	54241
27	HERIBACKA, TONYA M	1144 ROLAND LN APT 1	GREEN BAY	WI	54303
28	HERMUS, JODY K	851 WOODSIDE DR	SEYMOUR	WI	54165
29	HOULE, JENNIFER L	454 S ST BERNARD DR APT 3	DE PERE	WI	54115
30	JAMES, ANN M	536 S WEBSTER AV APT 3	GREEN BAY	WI	54301
31	JANUS, KAYLA M	1707 S NORWOOD AV	GREEN BAY	WI	54304
32	JENKEL-OLIVER, LEAH	311 LANTERN LN	DE PERE	WI	54115
33	JOHNSON, THOMAS M	1912 PREBLE AV	GREEN BAY	WI	54302
34	KATERS, EMILY H	2560 BEL MEADOW DR	GREEN BAY	WI	54311

35	KELLY, BRITTANY A	W2162 MALLARD LN	KAUKAUNA	WI	54130
36	KHONG, SURIYA M	1515 N BAY HIGHLANDS DR	GREEN BAY	WI	54311
37	KITTELL, DIANA L	1763 O'HEARN LN	DE PERE	WI	54115
38	KLIMMELE, KRYSTA A	1508 ACORN DR	GREEN BAY	WI	54304
39	KWASNY, KRISTINE D	1140 MORaine WAY #36	GREEN BAY	WI	54303
40	LE CLOOX, HANNAH M	224 S CLAY ST	GREEN BAY	WI	54301
41	MANTHE, KERRY L	1908 BONFIRE WAY	DE PERE	WI	54115
42	MARTINEAU, SHERRY L	735 REID ST	DE PERE	WI	54115
43	MC ARDLE, MELISSA J	1505 S ONEIDA ST	GREEN BAY	WI	54304
44	MICHIELS, BENJAMIN J	1844 SANDY SPRINGS	DE PERE	WI	54115
45	MILLER, LORRAINE E	2106 CRARY ST	GREEN BAY	WI	54304
46	MOLL, LORI M	1980 SPRINGCREEK CT	GREEN BAY	WI	54311
47	MORRIS, RICHARD W	2345 INDY CT	DE PERE	WI	54115
48	MUELLER, DOUGLAS L	315 HARVARD ST	GREEN BAY	WI	54303
49	NORDER, ANGELA M	1702 LIMESTONE TR	DE PERE	WI	54115
50	NORDGAARD, ALEXIS W	2278 HOPF LN	DE PERE	WI	54115
51	RICHMOND, ASHLEY D	116 1/2 N BROADWAY APT 4	DE PERE	WI	54115
52	ROBLADEK, VIRGINIA	849 CENTENNIAL CENTRE BL #39	ONEIDA	WI	54155
53	RUSSELL, DEBORAH L	1602 DELORES ST	GREEN BAY	WI	54304
54	SCHIEBEL, KATHY L	2000 OAKDALE AV	GREEN BAY	WI	54302
55	SCHROEDER, BOBBI L	929 DIVISION ST APT 7	GREEN BAY	WI	54303
56	SHERWOOD, JOSEPH D	1394 DOUSMAN ST	GREEN BAY	WI	54303
57	STEEBER, NICOLE J	854 FRIBOURG ST	DE PERE	WI	54115
58	TOEBE, TERRY L	2128 S BROADWAY	GREEN BAY	WI	54304
59	VAN DE HEI, AMY	601 GREENBELL ST	GREEN BAY	WI	54301
60	VAN DYKE, JACK M	332 IRENE ST	GREEN BAY	WI	54302
61	VAN DYKE, STEVEN G	2510 BEECHWOOD CT	APPLETON	WI	54911
62	VAN VONDEREN, FRANK J JR	3991 AGATHA CHRISTIE AV	DE PERE	WI	54115
63	VERCAUTEREN, DAWN T	1988 DICKINSON RD	DE PERE	WI	54115
64	WENNINGER, DANIEL L	2877 SAGEWOOD WAY	GREEN BAY	WI	54313
65	WEST, PENNY M	1205 NICOLET AV	GREEN BAY	WI	54304
66	WHITTEMORE, JENNIFER L	1021 ST. ANTHONY DR	DE PERE	WI	54115
67	WILMET, MICHAEL J	120 HICKORY CR	GREEN BAY	WI	54301
68	WORACHEK, ELIZABETH A	2033 BARK RIVER CT	DE PERE	WI	54115
69	ZEAMER, TINA M	3384 SCHOOL RD	DE PERE	WI	54115
70	ZEITLER, PATRICIA J	1149 ROCKDALE ST	GREEN BAY	WI	54304
71	ZELLNER, CARRIE A	1423 SMITH ST	GREEN BAY	WI	54302
72	ZEMAN, JANELLE A	2970 MOSSY OAK CR APT 20	GREEN BAY	WI	54311

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5446	ACTIVE NETWORK INC, THE							
	I-11034644	ACTIVE NETWORK INC, THE	R	6/06/2012		360.00CR	064756	360.00
0217	AGRI-PARTNERS COOPERATIVE							
	I-14825	AGRI-PARTNERS COOPERATIVE	R	6/06/2012		52.50CR	064757	
	I-201205301030	AGRI-PARTNERS COOPERATIVE	R	6/06/2012		10.57CR	064757	
	I-201205301031	AGRI-PARTNERS COOPERATIVE	R	6/06/2012		5.76CR	064757	
	I-201205301032	AGRI-PARTNERS COOPERATIVE	R	6/06/2012		14.28CR	064757	83.11
3919	ALLIED UTILITY EQUIPMENT INC							
	I-12400	ALLIED UTILITY EQUIPMENT INC	R	6/06/2012		309.72CR	064758	309.72
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-274486	AMBROSIUS CONCRETE SUPPLIES IN	R	6/06/2012		11.60CR	064759	
	I-275387	AMBROSIUS CONCRETE SUPPLIES IN	R	6/06/2012		41.25CR	064759	52.85
0009	AMERICAN OVERHEAD DOOR							
	I-93221	AMERICAN OVERHEAD DOOR	R	6/06/2012		826.27CR	064760	826.27
6559	AMERICAN PAVEMENT SOLUTIONS INC							
	I-12-13	AMERICAN PAVEMENT SOLUTIONS IN	R	6/06/2012		1,980.00CR	064761	1,980.00
3962	AMERICAN WATER WORKS ASSOCIATION							
	I-7000491815	AMERICAN WATER WORKS ASSOCIATI	R	6/06/2012		187.00CR	064762	187.00
6159	ARTHUR J GALLAGHER RMS INC							
	I-613705	ARTHUR J GALLAGHER RMS INC	R	6/06/2012		1,077.00CR	064763	
	I-617502	ARTHUR J GALLAGHER RMS INC	R	6/06/2012		1,075.00CR	064763	
	I-617535	ARTHUR J GALLAGHER RMS INC	R	6/06/2012		25,716.00CR	064763	
	I-617877	ARTHUR J GALLAGHER RMS INC	R	6/06/2012		12,897.00CR	064763	
	I-617889	ARTHUR J GALLAGHER RMS INC	R	6/06/2012		5,655.00CR	064763	46,420.00
3504	B & H PHOTO-VIDEO INC							
	I-59551109	B & H PHOTO-VIDEO INC	R	6/06/2012		3,193.95CR	064764	3,193.95
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-45344	BADGER MAILING & SHIPPING SYST	R	6/06/2012		39.81CR	064765	39.81
0020	BADGERLAND PRINTING INC							
	I-19732	BADGERLAND PRINTING INC	R	6/06/2012		78.00CR	064766	
	I-19759	BADGERLAND PRINTING INC	R	6/06/2012		261.00CR	064766	
	I-19765	BADGERLAND PRINTING INC	R	6/06/2012		140.00CR	064766	
	I-19769	BADGERLAND PRINTING INC	R	6/06/2012		44.00CR	064766	
	I-19802	BADGERLAND PRINTING INC	R	6/06/2012		56.00CR	064766	579.00

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0023	BATTERIES PLUS LLC							
	I-501-360512	BATTERIES PLUS LLC	R	6/06/2012		79.50CR	064767	
	I-501-360936	BATTERIES PLUS LLC	R	6/06/2012		193.00CR	064767	272.50
0027	BAY TOWEL INC							
	I-1459778	BAY TOWEL INC	R	6/06/2012		55.37CR	064768	
	I-1462911	BAY TOWEL INC	R	6/06/2012		20.00CR	064768	
	I-1462916	BAY TOWEL INC	R	6/06/2012		52.23CR	064768	
	I-1464752	BAY TOWEL INC	R	6/06/2012		127.90CR	064768	
	I-1466044	BAY TOWEL INC	R	6/06/2012		35.90CR	064768	
	I-1466045	BAY TOWEL INC	R	6/06/2012		53.13CR	064768	
	I-1469206	BAY TOWEL INC	R	6/06/2012		45.04CR	064768	
	I-1469207	BAY TOWEL INC	R	6/06/2012		51.65CR	064768	441.22
4784	BEACON ATHLETICS							
	I-419443-IN	BEACON ATHLETICS	R	6/06/2012		55.99CR	064769	55.99
5171	BENTLEY SYSTEMS INC							
	I-47457544	BENTLEY SYSTEMS INC	R	6/06/2012		3,605.00CR	064770	3,605.00
0888	BROWN COUNTY HEALTH DEPT							
	I-2012-024	BROWN COUNTY HEALTH DEPT	R	6/06/2012		2,018.96CR	064771	2,018.96
3478	BROWN COUNTY TREASURER							
	I-24	BROWN COUNTY TREASURER	R	6/06/2012		40.00CR	064772	40.00
5640	BROWNELLS INC							
	I-7535505.01	BROWNELLS INC	R	6/06/2012		40.95CR	064773	40.95
0115	CARQUEST AUTO PARTS LLC							
	I-6339-148010	CARQUEST AUTO PARTS LLC	R	6/06/2012		41.89CR	064774	41.89
6572	CAYER, JULIE							
	I-201205301033	CAYER, JULIE	R	6/06/2012		105.00CR	064775	105.00
0536	CDW GOVERNMENT INC							
	I-J328702	CDW GOVERNMENT INC	R	6/06/2012		46.15CR	064776	
	I-J435602	CDW GOVERNMENT INC	R	6/06/2012		130.02CR	064776	
	I-K144377	CDW GOVERNMENT INC	R	6/06/2012		142.82CR	064776	
	I-K242145	CDW GOVERNMENT INC	R	6/06/2012		649.95CR	064776	968.94
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7372	CLEANING SOLUTION SERVICES INC	R	6/06/2012		128.06CR	064777	
	I-05-7373	CLEANING SOLUTION SERVICES INC	R	6/06/2012		124.91CR	064777	
	I-05-7388	CLEANING SOLUTION SERVICES INC	R	6/06/2012		1,225.00CR	064777	1,477.97

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5956	COMVIDEO							
	I-212047	COMVIDEO	R	6/06/2012		855.00CR	064778	855.00
5629	CONSOLIDATED UTILITY SERVICES INC							
	I-0312DEPER	CONSOLIDATED UTILITY SERVICES	R	6/06/2012		82.00CR	064779	
	I-0412DEPER	CONSOLIDATED UTILITY SERVICES	R	6/06/2012		134.00CR	064779	216.00
0063	DAANEN & JANSSEN INC							
	I-122087	DAANEN & JANSSEN INC	R	6/06/2012		115.50CR	064780	115.50
0069	DE PERE GREENHOUSE INC							
	I-9479	DE PERE GREENHOUSE INC	R	6/06/2012		52.95CR	064781	52.95
4232	DICKSON							
	I-869014	DICKSON	R	6/06/2012		114.00CR	064782	114.00
0970	DIESEL SPECIALISTS OF GREEN BAY INC							
	I-G61299	DIESEL SPECIALISTS OF GREEN BA	R	6/06/2012		340.00CR	064783	340.00
0075	DIGGERS HOTLINE INC							
	I-120 4 36402	DIGGERS HOTLINE INC	R	6/06/2012		20.88CR	064784	20.88
4952	E H WACHS COMPANY							
	I-INV074077	E H WACHS COMPANY	R	6/06/2012		31,100.00CR	064785	31,100.00
4274	ELITE GROUP, THE							
	I-171746	ELITE GROUP, THE	R	6/06/2012		72.47CR	064786	
	I-172119	ELITE GROUP, THE	R	6/06/2012		64.62CR	064786	137.09
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1464732	EMERGENCY MEDICAL PRODUCTS INC	R	6/06/2012		1,636.82CR	064787	1,636.82
0093	FEDERAL EXPRESS CORP							
	I-7-890-53020	FEDERAL EXPRESS CORP	R	6/06/2012		14.42CR	064788	14.42
2627	FESTIVAL FOODS INC							
	I-201205301034	FESTIVAL FOODS INC	R	6/06/2012		18.16CR	064789	18.16
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-201205301035	FIRE-SAFETY CONSULTING & SERVI	R	6/06/2012		824.00CR	064790	824.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9344176-00	FIRST SUPPLY GREEN BAY LLC	R	6/06/2012		2.35CR	064791	2.35

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0098	FLY ME FLAG CO INC							
	I-1553	FLY ME FLAG CO INC	R	6/06/2012		286.47CR	064792	
	I-1559	FLY ME FLAG CO INC	R	6/06/2012		102.00CR	064792	388.47
0105	FOX SPECIALITY COMPANY							
	I-22029	FOX SPECIALITY COMPANY	R	6/06/2012		31.91CR	064793	31.91
0110	G & K SERVICES INC							
	I-1011595672	G & K SERVICES INC	R	6/06/2012		89.36CR	064794	89.36
0562	GALL'S INC							
	C-512136356	GALL'S INC	R	6/06/2012		97.49	064795	
	I-512126626	GALL'S INC	R	6/06/2012		108.48CR	064795	
	I-512161205	GALL'S INC	R	6/06/2012		19.18CR	064795	
	I-512166322	GALL'S INC	R	6/06/2012		31.99CR	064795	
	I-512166324	GALL'S INC	R	6/06/2012		100.76CR	064795	162.92
0111	GAT SUPPLY INC							
	I-5387	GAT SUPPLY INC	R	6/06/2012		64.93CR	064796	
	I-5953	GAT SUPPLY INC	R	6/06/2012		62.61CR	064796	127.54
2495	GLAXOSMITHKLINE							
	I-30581156	GLAXOSMITHKLINE	R	6/06/2012		1,396.00CR	064797	1,396.00
2544	GLOBAL RECOGNITION INC							
	I-125950	GLOBAL RECOGNITION INC	R	6/06/2012		552.85CR	064798	552.85
5830	GRAEF INC							
	I-73825	GRAEF INC	R	6/06/2012		7,199.45CR	064799	7,199.45
0116	GRAINGER INC							
	C-9823901237	GRAINGER INC	R	6/06/2012		304.88	064800	
	I-9810995416	GRAINGER INC	R	6/06/2012		20.30CR	064800	
	I-9819083164	GRAINGER INC	R	6/06/2012		113.63CR	064800	
	I-9819732380	GRAINGER INC	R	6/06/2012		125.46CR	064800	
	I-9825036644	GRAINGER INC	R	6/06/2012		103.90CR	064800	
	I-9825320766	GRAINGER INC	R	6/06/2012		146.10CR	064800	204.51
0122	GREEN BAY REBUILDERS LLC							
	I-26164	GREEN BAY REBUILDERS LLC	R	6/06/2012		60.00CR	064801	60.00
4902	HALRON LUBRICANTS INC							
	C-504142-00	HALRON LUBRICANTS INC	R	6/06/2012		20.00	064802	
	I-503584-00	HALRON LUBRICANTS INC	R	6/06/2012		632.62CR	064802	
	I-504654-00	HALRON LUBRICANTS INC	R	6/06/2012		48.40CR	064802	661.02

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0446	HAWKINS INC							
	I-3341749 RI	HAWKINS INC	R	6/06/2012		5,260.39CR	064803	5,260.39
3521	HD SUPPLY WATERWORKS LTD							
	I-4769942	HD SUPPLY WATERWORKS LTD	R	6/06/2012		3,888.93CR	064804	3,888.93
3571	HEARTLAND BUSINESS SYSTEMS INC							
	I-1120515100	HEARTLAND BUSINESS SYSTEMS INC	R	6/06/2012		225.00CR	064805	225.00
0912	HEID MUSIC CO							
	I-784292	HEID MUSIC CO	R	6/06/2012		150.00CR	064806	150.00
1399	INDOFF INC							
	I-2075933	INDOFF INC	R	6/06/2012		172.99CR	064807	
	I-2080172	INDOFF INC	R	6/06/2012		313.53CR	064807	
	I-2084719	INDOFF INC	R	6/06/2012		245.43CR	064807	
	I-2084741	INDOFF INC	R	6/06/2012		29.16CR	064807	
	I-2086057	INDOFF INC	R	6/06/2012		23.98CR	064807	
	I-2086094	INDOFF INC	R	6/06/2012		486.25CR	064807	
	I-2086278	INDOFF INC	R	6/06/2012		164.97CR	064807	
	I-2089469	INDOFF INC	R	6/06/2012		49.90CR	064807	
	I-2089470	INDOFF INC	R	6/06/2012		216.00CR	064807	
	I-2090052	INDOFF INC	R	6/06/2012		28.69CR	064807	
	I-2090109	INDOFF INC	R	6/06/2012		25.46CR	064807	
	I-2091702	INDOFF INC	R	6/06/2012		71.80CR	064807	1,828.16
6520	JX PETERBILT - GREEN BAY							
	C-D-221360018	JX PETERBILT - GREEN BAY	R	6/06/2012		85.00	064808	
	I-D-221210046	JX PETERBILT - GREEN BAY	R	6/06/2012		7.44CR	064808	
	I-D-221300075	JX PETERBILT - GREEN BAY	R	6/06/2012		10.75CR	064808	
	I-D-221300123	JX PETERBILT - GREEN BAY	R	6/06/2012		24.17CR	064808	
	I-D-221310094	JX PETERBILT - GREEN BAY	R	6/06/2012		4.21CR	064808	
	I-D-221370039	JX PETERBILT - GREEN BAY	R	6/06/2012		371.77CR	064808	
	I-D-221370057	JX PETERBILT - GREEN BAY	R	6/06/2012		4.53CR	064808	337.87
1348	KLEUSKENS ELECTRIC							
	I-201205311036	KLEUSKENS ELECTRIC	R	6/06/2012		262.58CR	064809	262.58
0153	LA FORCE INC							
	I-699489 RI	LA FORCE INC	R	6/06/2012		30.00CR	064810	
	I-701252 RI	LA FORCE INC	R	6/06/2012		22.61CR	064810	52.61

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0156	LAWSON PRODUCTS INC							
	I-9300827916	LAWSON PRODUCTS INC	R	6/06/2012		241.78CR	064811	241.78
1105	LEDGEVIEW, TOWN OF							
	I-201205311037	LEDGEVIEW, TOWN OF	R	6/06/2012		20.67CR	064812	20.67
0159	LEXIS NEXIS INC							
	I-1204266598	LEXIS NEXIS INC	R	6/06/2012		207.65CR	064813	207.65
1124	LOCAL GOVERNMENT PROPERTY							
	I-24487	LOCAL GOVERNMENT PROPERTY	R	6/06/2012		36,405.00CR	064814	36,405.00
6198	MAILFINANCE							
	I-H3235328	MAILFINANCE	R	6/06/2012		309.87CR	064815	
	I-H3260000	MAILFINANCE	R	6/06/2012		89.00CR	064815	398.87
0173	MENARDS INC							
	I-52791	MENARDS INC	R	6/06/2012		18.03CR	064816	
	I-53196	MENARDS INC	R	6/06/2012		8.78CR	064816	
	I-56535	MENARDS INC	R	6/06/2012		36.95CR	064816	
	I-57075	MENARDS INC	R	6/06/2012		27.44CR	064816	
	I-57143	MENARDS INC	R	6/06/2012		30.44CR	064816	121.64
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G250022-IN	MIDWEST ENGINEERING SERVICES I	R	6/06/2012		137.24CR	064817	137.24
0175	MIDWEST RADAR & EQUIPMENT							
	I-56371	MIDWEST RADAR & EQUIPMENT	R	6/06/2012		95.00CR	064818	95.00
3143	ELLEN MOORE							
	I-201205311039	ELLEN MOORE	R	6/06/2012		91.60CR	064819	91.60
6560	MUELLER ELECTRIC							
	I-201205311040	MUELLER ELECTRIC	R	6/06/2012		33,078.50CR	064820	33,078.50
1947	NEVCO INC							
	I-123955	NEVCO INC	R	6/06/2012		4,500.00CR	064821	4,500.00
0190	NORTHEAST ASPHALT INC							
	I-267302	NORTHEAST ASPHALT INC	R	6/06/2012		38.68CR	064822	
	I-267949	NORTHEAST ASPHALT INC	R	6/06/2012		13.50CR	064822	
	I-268026	NORTHEAST ASPHALT INC	R	6/06/2012		11.94CR	064822	
	I-268076	NORTHEAST ASPHALT INC	R	6/06/2012		18.43CR	064822	
	I-268089	NORTHEAST ASPHALT INC	R	6/06/2012		23.97CR	064822	
	I-268161	NORTHEAST ASPHALT INC	R	6/06/2012		80.18CR	064822	
	I-268252	NORTHEAST ASPHALT INC	R	6/06/2012		61.99CR	064822	
	I-268274	NORTHEAST ASPHALT INC	R	6/06/2012		65.38CR	064822	
	I-268296	NORTHEAST ASPHALT INC	R	6/06/2012		36.02CR	064822	350.09

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0191	NORTHEAST WI TECHNICAL COLLEGE							
	I-SF 12-ST 567792	NORTHEAST WI TECHNICAL COLLEGE	R	6/06/2012		37.56CR	064823	37.56
6260	NORTHERN SOUND & VIDEO LLC							
	I-690	NORTHERN SOUND & VIDEO LLC	R	6/06/2012		110.10CR	064824	110.10
0187	NSIGHT TELSERVICES							
	I-201205311041	NSIGHT TELSERVICES	R	6/06/2012		34.70CR	064825	34.70
1160	OFFICEMAX INC							
	I-522099	OFFICEMAX INC	R	6/06/2012		86.97CR	064826	86.97
3703	ORIENTAL TRADING CO INC							
	I-651051886-02	ORIENTAL TRADING CO INC	R	6/06/2012		107.85CR	064827	107.85
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-146356	OSHKOSH FIRE & POLICE EQUIPMEN	R	6/06/2012		710.00CR	064828	710.00
5222	P J KORTENS & CO INC							
	I-10013919	P J KORTENS & CO INC	R	6/06/2012		9,225.00CR	064829	9,225.00
4641	PACE ANALYTICAL SERVICES INC							
	I-124056232	PACE ANALYTICAL SERVICES INC	R	6/06/2012		40.00CR	064830	
	I-124056653	PACE ANALYTICAL SERVICES INC	R	6/06/2012		40.00CR	064830	80.00
4476	PAUL CONWAY SHIELDS CORP							
	I-306302-IN	PAUL CONWAY SHIELDS CORP	R	6/06/2012		61.80CR	064831	61.80
5469	PERFORMANCE DIESEL LLC							
	I-20038	PERFORMANCE DIESEL LLC	R	6/06/2012		241.46CR	064832	241.46
0209	POOL WORKS INC							
	I-39781-1	POOL WORKS INC	R	6/06/2012		146.70CR	064833	
	I-39903-1	POOL WORKS INC	R	6/06/2012		119.90CR	064833	266.60
4202	PRINTX INC							
	I-3478	PRINTX INC	R	6/06/2012		731.72CR	064834	731.72
0395	PRO ONE JANITORIAL INC							
	I-75836	PRO ONE JANITORIAL INC	R	6/06/2012		992.18CR	064835	992.18
0218	PROMOTIONAL DESIGNS INC							
	I-160442	PROMOTIONAL DESIGNS INC	R	6/06/2012		26.00CR	064836	
	I-160443	PROMOTIONAL DESIGNS INC	R	6/06/2012		26.00CR	064836	52.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0225	RED D MIX CONCRETE INC							
	I-38908	RED D MIX CONCRETE INC	R	6/06/2012		95.10CR	064837	95.10
0227	REINDERS INC							
	I-1380366-00	REINDERS INC	R	6/06/2012		561.21CR	064838	
	I-1380582-00	REINDERS INC	R	6/06/2012		42.03CR	064838	
	I-1380701-00	REINDERS INC	R	6/06/2012		46.92CR	064838	
	I-1381227-00	REINDERS INC	R	6/06/2012		207.45CR	064838	
	I-1383485-00	REINDERS INC	R	6/06/2012		49.26CR	064838	
	I-14786053	REINDERS INC	R	6/06/2012		2,151.97CR	064838	3,058.84
1890	S I METALS AND SUPPLY							
	I-129261	S I METALS AND SUPPLY	R	6/06/2012		145.00CR	064839	145.00
3234	SHERWIN WILLIAMS							
	I-7163-7	SHERWIN WILLIAMS	R	6/06/2012		47.78CR	064840	47.78
0406	SIMPLEXGRINNELL INC							
	I-40440684	SIMPLEXGRINNELL INC	R	6/06/2012		1,368.80CR	064841	1,368.80
1394	PETER SMITH							
	I-201205311042	PETER SMITH	R	6/06/2012		91.90CR	064842	91.90
1446	SNAP ON INDUSTRIAL							
	I-ARV17013566	SNAP ON INDUSTRIAL	R	6/06/2012		382.50CR	064843	382.50
5637	SOS TECHNOLOGIES							
	I-51276	SOS TECHNOLOGIES	R	6/06/2012		198.66CR	064844	198.66
0252	SOUTHSIDE TIRE CO INC							
	I-3015232	SOUTHSIDE TIRE CO INC	R	6/06/2012		75.85CR	064845	
	I-3015404	SOUTHSIDE TIRE CO INC	R	6/06/2012		1,012.17CR	064845	1,088.02
0999	STAPLES ADVANTAGE							
	I-113321512	STAPLES ADVANTAGE	R	6/06/2012		33.60CR	064846	33.60
4094	STATE BAR OF WISCONSIN							
	I-457924	STATE BAR OF WISCONSIN	R	6/06/2012		67.28CR	064847	67.28
0255	STELLPLUG LAW SC							
	I-406-01M (192)	STELLPLUG LAW SC	R	6/06/2012		873.00CR	064848	873.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0257	STREICHER'S INC							
	I-1924471	STREICHER'S INC	R	6/06/2012		34.00CR	064849	
	I-1927794	STREICHER'S INC	R	6/06/2012		80.00CR	064849	114.00
1	SUCHOCKI, KAYLA							
	I-201205311043	WORK PERMIT	R	6/06/2012		10.00CR	064850	10.00
0258	SUPERIOR CHEMICAL CORP							
	I-87532	SUPERIOR CHEMICAL CORP	R	6/06/2012		222.45CR	064851	
	I-91134	SUPERIOR CHEMICAL CORP	R	6/06/2012		834.85CR	064851	1,057.30
1903	TECHNOLOGY ARCHITECTS INC							
	I-10902254	TECHNOLOGY ARCHITECTS INC	R	6/06/2012		72.50CR	064852	
	I-10902255	TECHNOLOGY ARCHITECTS INC	R	6/06/2012		72.50CR	064852	145.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-1394232	TRAFFIC & PARKING CONTROL INC	R	6/06/2012		286.90CR	064853	286.90
0268	TRUCK EQUIPMENT INC							
	C-531760	TRUCK EQUIPMENT INC	R	6/06/2012		56.49	064854	
	I-531706	TRUCK EQUIPMENT INC	R	6/06/2012		56.49CR	064854	
	I-532263	TRUCK EQUIPMENT INC	R	6/06/2012		31.50CR	064854	
	I-6088	TRUCK EQUIPMENT INC	R	6/06/2012		311.33CR	064854	
	I-6117	TRUCK EQUIPMENT INC	R	6/06/2012		36.20CR	064854	
	I-6129	TRUCK EQUIPMENT INC	R	6/06/2012		120.92CR	064854	499.95
0417	TWEET GAROT MECHANICAL INC							
	I-165255	TWEET GAROT MECHANICAL INC	R	6/06/2012		168.00CR	064855	
	I-165256	TWEET GAROT MECHANICAL INC	R	6/06/2012		751.68CR	064855	
	I-165257	TWEET GAROT MECHANICAL INC	R	6/06/2012		210.00CR	064855	1,129.68
2722	UNDERWRITERS LABORATORIES INC							
	I-710150916660	UNDERWRITERS LABORATORIES INC	R	6/06/2012		925.00CR	064856	925.00
2826	UNITED RENTALS							
	I-102894112-001	UNITED RENTALS	R	6/06/2012		83.00CR	064857	83.00
1596	UNITED SIGN CORP							
	I-31241	UNITED SIGN CORP	R	6/06/2012		84.00CR	064858	84.00
4696	US CELLULAR							
	I-202075789-089	US CELLULAR	R	6/06/2012		114.58CR	064859	114.58

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6093	WALT'S PETROLEUM SERVICE INC							
	I-51490	WALT'S PETROLEUM SERVICE INC	R	6/06/2012		175.00CR	064860	
	I-51675	WALT'S PETROLEUM SERVICE INC	R	6/06/2012		66.48CR	064860	241.48
5518	WEIER, BETH							
	I-201205311044	WEIER, BETH	R	6/06/2012		15.27CR	064861	15.27
4528	WELSING & ASSOCIATES							
	I-130059	WELSING & ASSOCIATES	R	6/06/2012		427.40CR	064862	427.40
0282	WESCO DISTRIBUTION INC							
	I-846293	WESCO DISTRIBUTION INC	R	6/06/2012		68.58CR	064863	
	I-849565	WESCO DISTRIBUTION INC	R	6/06/2012		11.85CR	064863	
	I-849567	WESCO DISTRIBUTION INC	R	6/06/2012		3.13CR	064863	
	I-855850	WESCO DISTRIBUTION INC	R	6/06/2012		21.58CR	064863	
	I-857416	WESCO DISTRIBUTION INC	R	6/06/2012		45.47CR	064863	
	I-862683	WESCO DISTRIBUTION INC	R	6/06/2012		45.50CR	064863	
	I-864160	WESCO DISTRIBUTION INC	R	6/06/2012		234.45CR	064863	
	I-868933	WESCO DISTRIBUTION INC	R	6/06/2012		10.65CR	064863	441.21
4842	WEST PAYMENT CENTER CORP							
	I-824988988	WEST PAYMENT CENTER CORP	R	6/06/2012		693.00CR	064864	693.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-L17906	WI DEPT OF TRANSPORTATION BBS	R	6/06/2012		890.51CR	064865	890.51
0297	WI FABRICATING CORP							
	I-56822	WI FABRICATING CORP	R	6/06/2012		480.00CR	064866	480.00
1210	WIL KIL PEST CONTROL							
	I-2037549	WIL KIL PEST CONTROL	R	6/06/2012		104.00CR	064867	104.00
5588	WINS							
	I-63.2012	WINS	R	6/06/2012		43.00CR	064868	43.00
1836	DIANE YASHINSKY							
	I-201205311045	DIANE YASHINSKY	R	6/06/2012		95.25CR	064869	95.25
0300	ZARNOTH BRUSH WORKS INC							
	I-139069-IN	ZARNOTH BRUSH WORKS INC	R	6/06/2012		119.50CR	064870	119.50
1	ZEGER, DAN							
	I-201205311046	REFUND	R	6/06/2012		40.00CR	064871	40.00

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	116	0.00	225,303.36	225,303.36
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:	116	0.00	225,303.36	225,303.36

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	6/2012	115,585.15CR
201	6/2012	522.57CR
208	6/2012	236.88CR
209	6/2012	4,289.07CR
235	6/2012	7,283.45CR
405	6/2012	8,493.16CR
415	6/2012	216.20CR
601	6/2012	87,118.40CR
650	6/2012	1,558.48CR
=====		
ALL		225,303.36CR