

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 October 16, 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. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the October 2, 2012 regular meeting of the Common Council.
4. Public comment upon matters not on agenda or other announcements.
5. Recommendation from the Finance/Personnel Committee to:
 - A. Accept \$12,000 donation to the Police Department from the estate of Marion S. Holmes for defibrillators.
 - B. Accept \$13,000 donation to the Fire Department from the estate of Marion S. Holmes for thermal imaging camera.
 - C. Approve Police Department traffic Speed Enforcement Grant for 2013 application.
 - D. Approve Police Department Traffic Speed Click It or Ticket Grant application.
 - E. Award Wastewater Rate Study to Schenck.
 - F. Continued participation in OWI Saturation Patrols Grant for 2013.
6. Ordinance #12-27, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
7. Resolution #12-118, Approving Fifth Amendment To Central Brown County Water Authority Water Purchase & Sale Contract.
8. Resolution #12-119, Accepting Utility Easements (South Melcorn Circle).
9. Resolution #12-120, Authorizing Agreement With West Group Loyalty Program (Legal Publications).
10. Resolution #12-121, Authorizing Rental Services Agreement with Bay Towel, Inc.
11. Consideration of Lease renewal by Department of Administration (Probation & Parole).
12. Voucher approval.

13. Applications for Operator's Licenses.
14. Future agenda items.
15. Discussion of status of Redevelopment Agreement Between The City of De Pere, The Redevelopment Authority of the City of De Pere and Medical Arts Complex Center, S.C. (MAC Dental TID #7 Development).

Please take notice that the Committee may convene in closed session under

Section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

and

Section 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

16. Consideration of possible property purchase.

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

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

17. Discussion of potential new re-development in TID #7.

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

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

18. Discussion of collection bargaining issues.

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

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

19. 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, October 15, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Bay Towel, jkelly@baytowel.com

Michael Konecny, Schenck, 2200 Riverside Drive, P.O. Box 23819, Green Bay, WI 54305

John Andres, Baker Tilly Virchow Krause, LLP, Ten Terrace Court, P.O. Box 7398, Madison, WI 53707

Joseph Murray, Springsted Incorporated, 710 North Plankinton Ave., Suite 804, Milwaukee, WI 53203

Department of

Corrections

Dave Vaclavik

Keith Garot

CBWA

Landmark Real Estate Dev.

3099 East Washington Ave.

manager@cbwa.com

320 Main Avenue #300

Madison, WI 53703

De Pere, WI 54115

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – OCTOBER 2, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, October 2, 2012.

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

Aldersperson Lueck moved, seconded by Aldersperson Donovan, to approve the minutes of the September 18, 2012 meeting. Upon vote, the minutes were approved unanimously.

4. Public Comment or other Announcements. None.

RECOMMENDATION FROM THE PLAN COMMISSION

5A. A recommendation from the Plan Commission to approve CSM for single lot by 500 Main Avenue was presented for consideration. Aldersperson Lueck moved, seconded by Aldersperson Boyd to approve the recommendation. Upon vote, motion carried unanimously.

6. Resolution 12-114, Authorizing Agreement Regarding The Sale/Purchase And Option To Purchase Certain Property Between The City Of De Pere And Washworld Of De Pere, LLC was presented. Aldersperson Bauer moved, seconded by Aldersperson Crevier to approve the resolution. Upon roll call vote, motion carried unanimously.

7. Resolution 12-115, Authorizing Agreement Regarding The Sale And Purchase Of Property Between The Redevelopment Authority Of The City Of De Pere, The City Of De Pere And Joliet Square, LLC was presented. Aldersperson Lueck moved, seconded by Aldersperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

8. Resolution 12-116, Accepting Utility Easement From JBS Partnership, LLC (Parcel WD-1136) was presented. Aldersperson Kneiszel moved, seconded by Aldersperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

9. Resolution 12-117, Authorizing The Development Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, The Redevelopment Authority Of De Pere And The City Of De Pere was presented. Aldersperson Bauer moved, seconded by Aldersperson Boyd to approve the resolution. Discussion followed. An overview of the development was given by City Planner Ken Pabich. Aldersperson Crevier moved, seconded by Aldersperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously. Gerald G. Van Dyn Hoven, 100 Wolf River Dr. Fremont WI 54940 and Dan Roarty of Dimension IV, 211 North Broadway, Green Bay discussed the redevelopment with council members. Aldersperson Crevier moved, seconded by Aldersperson Van Vonderen to close the meeting. Upon vote, motion carried unanimously. Upon roll call vote, motion carried unanimously.

10. Consider awarding bid for poured in place surfacing at Legion Park to Bluemel's Maintenance Services in the amount of \$47,386.50 and an additional \$4,158 from the Capital Projects Fund was presented. Aldersperson Donovan moved, seconded by Aldersperson Van Vonderen to approve the bid and request for additional funds. Upon roll call vote, motion carried unanimously.

11. De Pere Riverwalk status update was presented by Marty Kosobucki. Financially, there has been no change since the update at the September 18 meeting. They are still looking at requesting additional funds from the DNR. The new permit process is underway and Marty Kosobucki is hopeful that the project will be complete before December 31, 2012.

12. City Sustainability Team report on activities was presented by Ken Pabich. The Team is moving forward with the acquisition of new recycling containers. He also explained the replacement of the lights on the Claude-Allouez Bridge with new LED lights.

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

14. Applications for Operator's Licenses were presented.

CITY OF DE PERE - OCTOBER 2, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2012-2014 Licensing Period					
1	BRUNETTE, STEPHANIE J.	1258 CORNFLOWER CT.	DE PERE	WI	54115
2	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
3	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
4	NAZE, MELISSA J.	1581 MORROW STREET	GREEN BAY	WI	54302
5	STASZAK, LISA M.	1250 1/2 DOTY ST.	GREEN BAY	WI	54301
Operator Licenses for the 2012-2014 Licensing Period					
1	BRAUN, TAMMY SUE	2565 S. PINETREE RD.	DE PERE	WI	54115
2	DEROSE, SARAH P.	1851 SCHEURING RD., APT. 6	DE PERE	WI	54115
3	MOOREN, KATHRYN E.	4400 WHISPER LN.	DE PERE	WI	54115
4	PANSIER, NICOLE A.	416 LANDE ST.	DE PERE	WI	54115
5	POWERS, CHRISTINE M.	2905 ANCESTOR WAY	GREEN BAY	WI	54313
6	STEPHAN, KELLY E.	322 BLUE SKY CR.	GREEN BAY	WI	54311
7	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve previously tabled applications #1 & 4; to table previously tabled applications #2 & 3; and to deny previously tabled application #5. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve operator licenses #1-6 and to table operator license #7. Upon vote, motion carried unanimously.

15. Future Agenda Items. None.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Bauer, the Common Council adjourned at 7:57 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

RECOMMENDATION

October 9, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held October 9, 2012:

Recommendation on the following:

- A. Accept \$12,000 donation to the Police Department from the estate of Marion S. Holmes for defibrillators.
- B. Accept \$13,000 donation to the Fire Department from the estate of Marion S. Holmes for thermal imaging camera.
- C. Continued participation in OWI Saturation Patrols Grant for 2013.
- D. Approve Police Department traffic Speed Enforcement Grant for 2013 application.
- E. Approve Police Department Traffic Speed Click It or Ticket Grant application.
- F. Award Wastewater Rate Study to Schenck.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: September 13, 2012

Subject: Donation of \$12,000 for Defibrillator Purchases

The police department has received a specific bequest of \$12,000 from the estate of Marian Holmes to purchase defibrillators for use by the police department.

The department has five defibrillators for patrol use, but has eight patrol vehicles and we must shuffle the units to different vehicles at different times. Sometimes there are not enough defibrillator units for all the units out on patrol. Our initial purchase will be three units in order to outfit one unit for each patrol vehicle. The cost is about \$1,500/unit. The remaining donation will be placed in the police donation account, earmarked for defibrillator purchases only and kept until needed in the future.

Our last purchase in 2011 of new defibrillators was done solely with donated money.

Please accept this donation, and authorize the purchase of three defibrillators. If you have any questions about this information, please contact me at 339-4075 at your convenience.

De Pere Fire Rescue

400 Lewis Street

De Pere, WI 54115

(920) 339-4087

Fax: (920) 403-7883

e-mail: dpfire@mail.de-pere.org



September 13, 2012

Honorable Mayor Michael J. Walsh
Members of the Personnel and Finance Committee

Dear Mayor and Alderpersons:

We received a donation of \$13,000.00 from the Estate of Marian S. Holmes to be used specifically for the purchase of a thermal imaging camera. A copy of a letter from her attorney is attached. I am asking that you approve the acceptance of this money to be deposited in our donation account for further use.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Kiser".

Robert Kiser
Fire Chief

Attachment

KAFTAN
VAN EGEREN
& GILSON S.C.

ATTORNEYS & COUNSELORS AT LAW SINCE 1903

September 12, 2012

De Pere Fire Department
400 Lewis St.
De Pere, WI 54115

Re: Estate of Marian S. Holmes
Case No. 11-IN-160

To Whom It May Concern:

Enclosed you will find a check in the sum of \$13,000 from the Estate of Marian S. Holmes which she requested that you use for the purchase of a thermal imaging camera.

Would you kindly sign the enclosed Trust Receipt acknowledging receipt of the funds and return it to our office.

Very truly yours,

KAFTAN, VAN EGEREN & GILSON, S.C.



Jeffrey J. Gilson

/dt

enc

cc: Alfred H. Fleck, Trustee

JEFFREY J. GILSON

515 GEORGE STREET, DE PERE, WISCONSIN 54115 TELEPHONE: 920-347-1200; FACSIMILE: 920-347-1203

E-Mail - dtrousil@kaftanlaw.com

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: September 13, 2012

Subject: OWI Task Force Grant Application

The De Pere Police Department is again requesting permission to participate in the third Brown County OWI Task Force and \$18,000 of overtime funding provided by the Wisconsin Department of Transportation, Bureau of Traffic Safety (BOTS). Other participating agencies will include the Brown County Sheriff's Department, Green Bay Police Department, Ashwaubenon Public Safety, Hobart/Lawrence Police Department, State Patrol and BOTS.

The goal of the task force is to combine components of enforcement, education and awareness.

- Enforcement: The enforcement effort saturates areas within the County with officers from several agencies, and aggressively targets intoxicated drivers. Officers will identify, stop and arrest those suspected of drunken driving in the enforcement zone areas. Enforcement zones will be equally distributed in the jurisdictions of participating agencies. The Brown County Sheriff has authorized this task force and confers deputization upon those officers participating thereby eliminating jurisdiction issues.
- Education: Education will include billboard displays and media releases to educate the public of the enforcement effort and the dangers of drunken driving.
- Awareness: OWI enforcement zones will be signed to alert drivers that they are in an area saturated with officers specifically targeting drunken drivers. It will alert drivers that drunken drivers will not be tolerated (educational/preventative), and alert those that are intoxicated they will be arrested. Officers are issued vests identifying their participation in the Task Force. Police vehicles will have magnetic signage identifying participation as well.

The hours of operation will coincide with peak times of drunken driving activity.

The Task Force is funded by a grant through BOTS, and managed by the Green Bay Police Department. The grant funds the overtime associated with the activity at the rate set by the police departments. There is a 25% in-kind contribution from participating agencies that can include travel time, vehicle use, fuel, administrative costs, attending meetings etc.

The De Pere Police Department will commit two officers and two vehicles for each deployment of the Task Force. There will be between 8-12 Task Force officers and vehicles for each deployment and there are 30 deployments anticipated throughout the fiscal year (Oct 2012 – Sept

2013). The city receives about one out of every four deployments (25%) guaranteeing an equal distribution of resources for those participating in the Task Force.

Municipalities and the County receive several benefits through participation in the Task Force. Personnel and resources are available to each community to combat drunken driving that no individual agency is able to achieve on its own. There is "one voice" in Brown County that drunken driving will not be tolerated in any community. It will make the streets in De Pere and other areas in the county safer for all to travel on by warning motorists of the risks, and arresting those failing to drive sober. It will further promote a positive, collaborative, and focused message and effort among law enforcement agencies in the county. Also, the De Pere police department will receive an additional side grant for the purchase of equipment to be used for traffic and OWI enforcement.

Please accept our request for continued participation in the OWI Task Force. If you should have any questions, please contact me at 339-4075 at your convenience. Thank you.

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: September 13, 2012

Subject: Request for Two Grant Submissions and Acceptance

The police department is requesting to submit two grant applications for \$20,000 each for traffic enforcement and equipment from the Wisconsin Department of Transportation, Bureau of Transportation Safety (BOTS). Both grants are for fiscal year 2012-2013 starting October 1 and ending September 31.

The first application is for the Wisconsin Speed Enforcement (WISE) grant available to municipal law enforcement to enforce speed zones using officers on overtime. \$15,001 is available for overtime along with an equipment allowance of \$4,999, if desired, for a total of \$20,000 available. The equipment will be traffic related like a laser "radar" unit or other like equipment.

The second grant application is for the Wisconsin Click it or Ticket (CIOT) grant also available to municipal law enforcement to enforce the state seatbelt law. Like the WISE grant \$15,001 is available for overtime and \$4,999 is available for equipment.

The grants are reimbursed amounts, so the overtime must be expended first, and then an invoice is sent to recover the overtime amounts and/or equipment purchases.

The enforcement of traffic laws is an important part of keeping a city safe, and one of the biggest complaints the police department receives on a regular basis. Strong traffic enforcement will help to educate the public, reduce injuries and reduce traffic crashes while increasing public satisfaction and confidence in the police department and city.

I am requesting to apply for the WISE and CIOT grants from BOTS, and for the council to accept them when we are approved for the money. If you have any questions about this information, please contact me at 339-4075 at your convenience.

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Bids for Sewer Utility Rate Study
Date: October 5, 2012

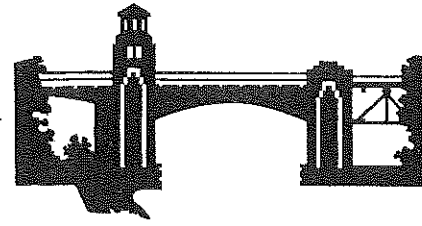
On August 21st the Common Council approved moving forward to solicit bids for a rate study to review the sewer utility's present customer rate structure which would include projecting cash flows of the utility and recommendations for rate changes. I have attached our request for this study which was sent out to four firms. I have attached their respective bids and have tabulated them below for your consideration and review. As can be seen from our request we are expecting the report to be presented to the Public Works Committee on December 10, 2012 and to the Common Council on December 17, 2012.

Schenck	\$4,800 - \$5,600
Baker-Tilly	\$8,000
Springsted	\$7,500 plus travel and copying
Foth Infrastructure and Environment	Declined to Bid

I will notify the firms of your selection and begin to work with them so the report can be completed timely for any rate changes implemented for 2013. If you have any questions feel free to contact me prior to the meeting.

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
Fax No.: 920/330-9491
Web: <http://de-pere.org>



October 2, 2012

The City of De Pere is requesting bids for a rate study of our wastewater collection utility enterprise fund. The scope of the study would be to prepare an analysis of current operating costs and capital expenditures and the present customer rate structure. The analysis would include projecting cash inflows and outflows of the utility and provide recommendations for rate changes. We would like the report to be presented to our Public Works Committee on December 10, 2012 and to our Common Council on December 17, 2012. The report would include the following:

1. Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
2. Assists the City in determining future capital expenditures of the wastewater utility for the years 2013 - 2017, including proposed methods of financing
3. Preparation of a projection of wastewater utility operating cash flows for the years 2012 through 2017
4. Preparation of a recommendation for wastewater user charges including an understanding of the rate methodology used by the Green Bay Metropolitan Sewage District.

Please e-mail your bid proposal to Joe Zegers to jzegers@mail.de-pere.org by 8:30 am Friday October 5th. The City's Finance Committee will review the bids on Tuesday October 8th.

Thank you for your consideration of this request.

Joe Zegers
Finance Director
City of De Pere (920) 339-4041



October 3, 2012

Joe Zegers, Finance Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Joe:

In accordance with your request, outlined below is a proposal to provide assistance to the City of De Pere in regard to cash flows and user charges of the wastewater collection utility enterprise fund.

Engagement Scope and Objectives

The scope of our engagement will be to prepare an analysis of current operating costs, capital expenditures, debt service payments and the present customer rate structure. As part of the analysis, we will project future cash inflows and outflows of the wastewater collection utility and provide recommendations for rate changes. We will also present our report and rate recommendations to the Public Works Committee on December 10, 2012 and the City Council on December 17, 2012. Specifically, we will complete the following:

- Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
- Assist the City in determining future capital expenditures of the wastewater utility for the years 2013 through 2017, including proposed methods of financing
- Preparation of a projection of wastewater utility operating cash flows for the years 2012 through 2017
- Preparation of a recommendation for wastewater user charges, including understanding the rate methodology used by the Green Bay Metropolitan Sewerage District and the District's 2013 approved budget

Fees

The assistance will be provided by experienced Schenck Government & Not-for-Profit staff. It is expected that Mike Konecny and Ginny Hinz will provide the majority of the hours in regard to this proposal. Mike has over 30 years of experience in consulting and auditing of Wisconsin utility operations. Ginny Hinz completes utility rate analyzes for many utilities each year. Fees for services will be based on the number of hours worked at our standard rates. We estimate the cost of the proposed services will range from \$4,800 to \$5,600.

Acceptance

If the foregoing is acceptable to you, please return a signed copy of this proposal to me to confirm the engagement. We appreciate the opportunity to present our proposal for your consideration.

Sincerely,

Michael W. Konecny, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere.

Signature

Title

Date





Baker Tilly Virchow Krause, LLP
Ten Terrace Ct, PO Box 7398
Madison, WI 53707-7398
tel 608 249 6622
fax 608 249 8532
bakertilly.com

October 5, 2012

To the City Finance Committee
City of De Pere, WI
335 South Broadway
De Pere, WI 54115

Dear Committee Members:

Baker Tilly Virchow Krause, LLP (Baker Tilly) is pleased to submit this proposal to provide a wastewater utility rate study for the City of De Pere. Selecting a firm that provides quality service and understands the public sector is important to the future success of your organization. Our proposal is based on the Request for Proposal (RFP) and our extensive experience on similar studies.

Our Project Goals

We believe that we have the resources, experience, and commitment you require. Combining the depth and experience of our staff with an understanding of your needs, we feel that our firm is the best qualified to perform the services required by the City and have developed the following goals related to this project.

- > **Forecast Revenue Requirement:** The revenue requirement is based on forecasted expenses for the test year ended December 31, 2013. Test year expenses are based on 2013 operating and capital budgets, 2009 through year-to-date 2012 actual expenses adjusted for inflation, changes as projected by management, debt repayment schedules and existing/potential bond covenants. The utility is not regulated by the Public Service Commission of Wisconsin (PSCW) therefore this study will be completed using the "cash basis" of rate making.

The cash basis of rate making includes the following when determining the revenue requirement:

- Operating and maintenance expenses
 - Debt service
 - Routine capital additions and replacement reserve
 - Operating transfers
- > **Cost of Service Study:** A cost of service study is an apportionment of the revenue requirement to those wastewater related parameters which cause the expense to be incurred. The study proceeds through the identification of cost by parameters, the calculation of unit costs for each parameter and the development of rates which, when applied to the wastewater utility volume and loadings, will produce the revenue requirement.

The total revenue requirement will be allocated to parameters including:

- Flow (Volume)
- Strength (Such as Biochemical and Oxygen Demand and Total Suspended Solids)
- Fixed (Customer Charge and Demand)

The cost of service model for this study will be based on a model developed by the Water Pollution Control Federation Task Force on Financing & Charges. The traditional approach is the functional cost procedure, where costs are allocated based on the function performed. The functions performed are volume (flow), biochemical oxygen demand (BOD) removal and treatment, total suspended solids (TSS) removal and treatment, phosphorus, TKN and customer costs.

Volume costs are defined as those costs which vary directly with the rate of flow reaching the treatment plant. Volume costs are allocated to the customer classes based on the volume of wastewater handled by the system.

The high strength related treatment costs are allocated to the customer classes based in proportion to their estimated contributed strength loadings. Customer costs include the costs associated with billing, collecting and accounting and are distributed to the customer classes based on the number of bills or weighted meters.

- > **Rate Design:** The object of the rate design is to generate the revenue needed through user rates per the revenue requirement and cost of service study. The rate design is based on the cost of service study and/or other management objectives.
- > **Five-Year Financial Forecast:** We will prepare a financial forecast for the years 2013 through 2017 to give management early information on:
 - Expected operating and capital activity
 - Financing needs
 - Operating cash flows
 - Future rate implications

Our Experience With Utility Rate Studies

Since Baker Tilly has not worked directly with the City of De Pere, our review will offer an independent and new look at the current and future financial prosperity of the utility as well as the rate design. Having a new perspective offers new insights into current situations and provides a platform for discussions on matters that have historically not been reviewed.

Baker Tilly performs rate studies for utilities throughout the nation. Annually, we complete more than fifty rate studies; primarily in Wisconsin. From this experience, we have assisted utilities in implementing a wide variety of cost recovery and rate design approaches. We will bring this experience to your rate study and will work with you in developing a customized rate design plan and financial forecast. Coupling our rate study and accounting expertise serves as an advantage to the City of De Pere's wastewater collection utility. We excel at considering the financial aspects of ratemaking such as asset depreciation and new and upcoming accounting changes that affect costs. You will also benefit from our extensive experience in providing projected forecasted cash flow analysis, targeted cash requirements, and debt covenant compliance reviews. Please see the attached list of references. Additional references are available upon request.

City Finance Committee
City of De Pere, WI

October 5, 2012
Page 3

Fees

We understand the current economy is causing financial challenges for our clients; therefore, the fees would be \$6,000 for the rate study and \$4,000 for the long range financial forecast, however, if done together, the proposed fees are \$8,000. We understand you are also considering other firms. In the event that our in-depth utility qualifications are over-shadowed by lower fees of another proposal, we point out that the **above fees are negotiable.**

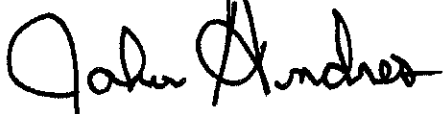
We feel the experienced Baker Tilly team, with the participation of appropriate City management and team members, will achieve maximum results and value. Our firm is large enough to assure you of top quality professional service, yet small enough to provide personalized service responsive to your needs.

We appreciate the opportunity to submit this proposal and would welcome the opportunity to discuss specific aspects of it. I, John Andres, CPA, Partner, am authorized to make representations for Baker Tilly Virchow Krause, LLP. I can be contacted at 608 240 2346 or by email at john.andres@bakertilly.com.

Thank you for considering our proposal.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

A handwritten signature in black ink that reads "John Andres". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Andres".

John Andres, CPA, Partner

Enclosures

References

Client:	City of Appleton, WI
Contact:	Ms. Lisa Remiker, City Finance Director
Phone:	920 832 5502
Project Title:	Water, Sewer, and Stormwater Revenue Requirements and Rate Designs, including five-year forecasts
Project Description:	Develop revenue requirement needs, analyze methodologies used to estimate a rate structure by customer class, and design rates based on this analysis for each utility including both retail and wholesale customers. Identify capital recovery for wholesale customers. Develop multi-year rate structure for \$60 million water ultra filtration plant. Negotiate long-term contract for new wholesale customer. Develop rate structure in environment of declining sales due to industrial cutbacks and customer conservation.

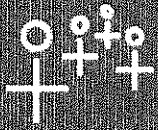
Client:	City of Beloit, WI
Contact:	Mr. Paul York, City Finance Director
Phone:	608 236 6688
Project Title:	Water and Sewer Rate Studies
Project Description:	Develop water and wastewater revenue requirement and cost-of-service study taking into account the needs of several large industrial customers, wholesale service to South Beloit, IL, plus factor in water conservation initiatives. Develop long range strategy regarding rate structure given large decrease in annual debt service. Develop alternative EPA equipment replacement fund structure, unrestricting significant funds. Incorporate conservation initiatives into revenue requirement and rate design.

Client:	City of West Bend, WI
Contact:	Mr. Scot Tutas, Utility Manager
Phone:	262 334 3925
Project Title:	Water and Sewer Revenue Requirement and Rate Design
Project Description:	Develop revenue requirement needs, analyze methodologies used to estimate a rate structure by customer class and design rates based on these analyses. Assist with annual update of continuing property records.

Client:	Village of Gresham, WI
Contact:	Mr. Art Bahr, Village Administrator/Utility Manager
Phone:	715 787 3990
Project Title:	Sewer Revenue Requirement and Rate Design
Project Description:	Develop revenue requirement needs, analyze methodologies used to estimate a rate structure by customer class and design rates based on these analyses.

Client:	City of Sun Prairie, WI
Contact:	Mr. John Krug, Superintendent
Phone:	608 825 0731
Project Title:	Sewer Revenue Requirement and Rate Design
Project Description:	Develop revenue requirement needs, analyze methodologies used to estimate a rate structure by customer class and design rates based on these analyses.

Client:	City of Columbus, WI
Contact:	Ms. Anne Donahue, City Clerk
Phone:	920 623 5900
Project Title:	Sewer Revenue Requirement and Rate Design
Project Description:	Develop revenue requirement needs, analyze methodologies used to estimate a rate structure by customer class and design rates based on these analyses.



Resume



BAKER TILLY



John C. Andres, CPA

Partner

608 240 2346

john.andres@bakertilly.com

John Andres, Partner with the Energy and Utilities Team, has been with Baker Tilly Virchow Krause, LLP since 1981. He specializes in finding solutions for electric, water, sanitary sewer, stormwater, mass transit, and telecommunications utilities. His extensive utility experience spans from leading audits and analyzing rate design to assisting utilities with a variety of financial and operational issues.

Specific experience

- > Partner-in-charge of financial audits and consulting services for electric, water, sanitary sewer, stormwater, and mass transit utilities.
- > Prepares rate cases and testifies as an expert witness before regulatory and governing bodies on revenue requirements, cost of service studies, rate design, and utility deregulation.
- > Successfully negotiates long-term power supply contracts for utilities and independent power producers.
- > Intervenes at FERC and PSC on behalf of customers of investor owned utilities.
- > Assists in preparing independent engineer's certificate for sale, merger, and exchange of public utility service territories.
- > Prepares federal and state single audits, compliance testing, and National Transit Database report certification for mass transit utilities.
- > Assists in issuing of utility revenue and general obligation debt issues including sizing and timing of issues, input to and review of official statements, evaluation of alternatives, defining funding requirements, and compliance with covenants.
- > Leads the State compliance audit contract for over 100 Clean Water Fund Loan/Grant recipients.
- > Prepares State Clean Water Fund and Safe Drinking Water Loan applications and processing including hardship grants and loans.
- > Develops utility connection fees and/or impact fees.
- > Helps governmental units interpret and implement Governmental Accounting Standards.
- > GFOA CAFR reviewer.



Resume, continued

Industry involvement

- > Wisconsin Institute of Certified Public Accountants
- > American Institute of Certified Public Accountants (AICPA)
- > Wisconsin Government Finance Officers Association
- > Illinois Government Finance Officers Association
- > Wisconsin Water Works Association
- > Wisconsin Urban and Rural Transit Association
- > Wisconsin Public Utilities Institute
- > Speaks on accounting and financial reporting topics at a variety of industry association conferences and Baker Tilly sponsored seminars.
- > National instructor for APPA Basic and Advanced Accounting courses.

Education

University of Wisconsin - Madison
Bachelor of Business Administration in Accounting

Relevant continuing education

- > Baker Tilly Management Workshop
- > Numerous Single Audit Training Sessions
- > Baker Tilly Essentials of Utility Financial Management
- > AICPA National Governmental Conference
- > Baker Tilly Exceptional Client Service
- > Numerous Utility and Transit Annual Conferences
- > Numerous Accounting Seminars



Resume



BAKER TILLY



Jodi L. Dobson, CPA

Senior Manager/ PDP

608 240 2469

jodi.dobson@bakertilly.com

Jodi Dobson, Senior Manager in the Partner Development Program on the Energy and Utilities Team, has been with Baker Tilly Virchow Krause, LLP since 1998. She specializes in serving municipal utilities, joint action agencies, and not-for-profit organizations. Her experience includes performing financial audits, agreed-upon procedure reviews, and fraud investigations as well as preparing rate studies, cost of service studies, rate designs, and financial forecasts.

Specific experience

- > Manages audits for municipal utilities, joint action agencies, and not-for-profit organizations.
- > Performs agreed-upon procedure reviews of jointly owned facilities contractual billings for joint action agencies.
- > Prepares utility rate studies including cost of service studies and rate design options.
- > Conducts electric unbundling studies for public utilities and utility districts.
- > Helps governmental units interpret and implement Governmental Accounting Standards.
- > Analyzes the financial impact of construction projects on utility customer rates, borrowing needs, and operational results.
- > Prepares annual operating budgets and long-range financial forecasts for electric, water, and wastewater utilities.
- > Provides support to municipal utilities contesting wholesale rate increases from power providers.
- > Leads special projects including chart of account separations, specific rate designs, departmental cost analysis, development of connection fees and impact fees, operational benchmarking, and basis of accounting conversions.
- > Compiles municipal utility financial statements and annual reports to regulatory agencies.
- > Performs compliance audits of state funded programs.
- > Conducts fraud investigations for municipalities and counties.



Resume, continued

Industry involvement

- > Municipal Electric Utilities of Wisconsin
- > Wisconsin Waterworks Association
- > Wisconsin Rural Water Association
- > GFOA CAFR reviewer
- > American Institute of Certified Public Accountants
- > Wisconsin Institute of Certified Public Accountants
- > Speaks on internal controls, fraud prevention, budgeting, and other industry topics at management conferences.
- > Authors articles on utility regulation and accounting issues published nationwide.
- > Contributing author in the APPA Advanced Accounting Manual.

Education

Carthage College

Bachelor of Business Administration in Accounting and International Business

Relevant continuing education

- > Understanding Fair Value Accounting
- > Internal Controls for Small Entities
- > Internal Control and Fraud Detection
- > American Public Power Association Seminars
- > Baker Tilly Utility Rate Studies
- > Baker Tilly Essentials of Utility Financial Management
- > Fraud Examination for Managers & Auditors
- > Baker Tilly Governmental Auditing Update



Springsted

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Milwaukee, WI 53203-1117

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Fax: 414-220-4251
www.springsted.com

LETTER OF TRANSMITTAL

October 5, 2012

Mr. Joe Zegers, Finance Director
City of De Pere
335 South Broadway
De Pere, Wisconsin 54115

Re: Request for a Proposal to Provide Wastewater Rate Study

Dear Mr. Zegers:

On behalf of our team assembled for this project, Springsted Incorporated welcomes the opportunity to present our scope of work to provide a Wastewater Rate Study for the City of De Pere, Wisconsin. As the City's long time financial advisor we bring an "insider's" knowledge of the City's financial operations and management that is unsurpassed.

Springsted has nearly 60 years of experience in serving local units of government in a wide variety of consulting and transactional activity, which is further detailed in our proposal. We have extensive experience in developing utility rate models in Microsoft Excel format and in preparing rate studies for all types of utilities comparable to the City of De Pere's Wastewater Utility.

As you review our workplan, we would ask you to focus on the following key qualifications that demonstrate our services and depth of experience:

- 1. Springsted is a leader in consulting services on the national and local levels.** Springsted has quietly established a record as one of the foremost municipal consultants in the nation. During 2011 Springsted completed over 250 consulting engagements with public jurisdictions over a wide range of subjects. Our record is built on a tradition of innovation. Our experience blends local knowledge - of the City of De Pere in particular, with a national perspective of the key components for successful efforts in our consulting projects and specifically for this study.
- 2. Springsted's depth of experience with utility rate studies.** In the past several years, Springsted has completed over 50 utility rate studies for cities in six states, including Wisconsin. We have built over 40 Microsoft Excel based integrated financial planning models that include various types of enterprise funds, and we have built several Microsoft Excel based rate models for individual utilities. Springsted is unique among consultants because of our blended experiences of serving

either growing, developed or central cities. Our extensive experience and range of services result in a long and successful track record at all three levels, and a comprehensive menu of financial, management and development services to assist the City of De Pere in its evolving environment.

3. **Springsted brings idea and service innovations for our clients.** Increasingly, cities are facing challenges to identify different approaches to solve both old and new concerns, with creative solutions required to solve both - particularly in financial analysis and planning. Our geographic growth is balanced with a national approach, focusing on a limited number of regions. This balance ensures our availability to our clients, while bringing a menu of ideas from various parts of the country.
4. **Springsted is an independent consultant and financial advisor.** Many cities have long recognized the importance of working with independent consultant/advisors. Many of our clients have recognized conflicts of interests in economic and financial services. In all cases, Springsted avoids any conflicts of interest by working only for local government, so we may be absolutely clear that our sole customer is the local government. The City of De Pere has our assurance that in every project, your interests are our only objective.
5. **Springsted's service team is designed specifically for the City of De Pere and represents experienced professionals who will be working on this project.** Our service team is selected to meet four very specific objectives: 1) It represents the staff who will be directly responsible for your project; 2) It provides a range of expertise to cover the range of service requirements; 3) It provides a continuity of service and institutional knowledge of the City of De Pere to achieve future objectives; and, 4) It represents the commitment to take personal and professional responsibility for the services and outcomes for the City.

Springsted continues to evolve as we have changed and expanded our services to anticipate and meet the challenges facing our 700 plus client communities in 29 states. Our staff has grown in size, experience and expertise to responsively and effectively address challenges. Yet, Springsted has continued to be the same in its devotion to its clients, its demands for quality client service, and its employees' sense of professional achievement in helping to accomplish our clients' objectives.

You can be confident in our assigned consulting team's incomparable work ethic, knowledge, expertise and past project experience, which is second to none. We are proud of our team and each one of us is eager to work with you and your staff to meet this important service to the City.

Respectfully submitted,

Joseph M. Murray

Joseph M. Murray, CIPFA
Vice President

City of De Pere, Wisconsin

Work Plan to Provide Wastewater Rate Study

Scope of Work

Project Approach

Springsted's approach would be to conduct a comprehensive review and analysis of the City's wastewater rates and fee structure to gain an understanding of the current rate classes, rate structure, fees and other charges, and the basis for each. We would undertake an analysis that would enable the City to determine the appropriate rate structures, fees and other charges needed for this operation over a five-year planning period. The rate structure established for the wastewater utility will provide sufficient revenue to cover anticipated operating and maintenance expenses, debt service including principal and interest, master and capital improvement plans, provide adequate cash flow to pay for current expenditures and an adequate level of cash reserves for operations, capital replacement and emergencies. The rate structures proposed would be fair and objective and would reflect the full cost of the services provided.

The total revenue projected will reflect not only recent cost experience, but will also recognize anticipated future costs during the period for which rates are established. We would identify the relative responsibility of each rate classification for the recovery of the costs of service that provides equity to the users. Equity to the users will be evaluated based on the ability to allocate the cost of service to each customer class in proportion to the benefit received, including high strength dischargers. We will evaluate the impact of anticipated capital improvement financing options on rates, fees and charges and develop recommendations for the financing of the anticipated capital improvements based on their impact on fees and charges. We will perform a sensitivity analysis to illustrate the impacts of adverse assumption changes (e.g. future growth, drought, cost of capital improvements, etc.).

Task I - Review Background Information

- Internal review of background information:
 - Review historical financial information, volumetric rates and other fees and charges that provide sources of revenue
 - Review current and historical billing data
 - Review current funding practices, funding sources and policies related to financing capital improvements
 - Work in conjunction with the City's engineer to review and update the City's capital improvement plan for the sewer utility identifying the sources of funding for each improvement
 - Review any existing debt service coverage requirements for both senior and subordinate debt and the impact of adding additional debt to finance new capital improvements
 - Review ordinances, policies and practices related to user fees, connection fees and other charges for utility services
 - Review the Green Bay Metropolitan Sewage District's wastewater user charges and methodology

- Review the historical growth of the customer base and projections for anticipated growth
- Review any engineering studies, cost of services studies and other relevant studies related to the wastewater utility
- Analyze information and develop a preliminary cost of service analysis for the City's wastewater utility
 - Analyze the information to identify any omissions and/or inconsistencies and collect additional information, as needed
 - Develop projected customer growth and future service demands based upon the existing systems and anticipated growth

Task II - Conduct Study

- Develop a financial projection for the wastewater utility fund that integrates all anticipated revenue sources, including interest on the cash balance, anticipated operating expenditures including existing and projected new depreciation, anticipated capital expenditures, existing debt service, projected debt service for identified projects and changes in the customer base over the planning period:
 - Develop a five-year forecast of revenues and expenditures to determine the adequacy of revenues provided by existing rates and charges
 - Allocate costs of the wastewater utility between fixed and variable; including determining all costs applicable to treatment of high strength dischargers
 - Assist the City in determining future capital expenditures of the wastewater utility for the years 2013-2017, including proposed methods of financing
 - Evaluate the impact of anticipated capital improvement financing options on rates, fees and charges
 - Develop recommendations for the financing of the anticipated capital improvements based on the above impact analysis
 - Identify the overall change in revenue required to provide for adequate funding for major capital improvement programs, to meet all recurring annual operating and capital expenditures, to cover all debt service requirements, to comply with any existing revenue bond covenants, and to maintain sufficient cash balances and capital reserves (as defined by the City). The projections will be made using an income statement approach and will include a yearly cash flow analysis for the years 2012-2017
 - Develop preliminary rate schedules for the wastewater utility that provide revenues at levels necessary to support the utility's operation as defined above. Rate recommendations will include an understanding of the rate methodology used by the Green Bay Metropolitan Sewerage District as determined by their recent cost of service allocations
 - Perform a sensitivity analysis to illustrate the impacts of adverse assumption changes (e.g. future growth, operating costs)
- Project the fiscal impact of proposed changes to fees and charges on the utility's current rates, fees and charges

- Develop recommendations for any changes to fees and charges, together with the impact on current rates and charges
- Make recommendations for changes in existing ordinances, resolutions and policies necessary to implement any new fees and charges recommended
- If we make a recommendation to increase rates or charges, Springsted will:
 - Prepare sample bills for customers from representative customer classes, comparing existing rates and charges to proposed rates and charges
 - Review and make recommendations for changes needed in existing ordinances, resolutions and policies

Task III - Present and Review Draft Report of Findings

- Springsted will prepare a Draft Report of Findings that will contain our findings and recommendations. This review document will form the core of our final report.
- We will hold a conference call/WebEx to review and discuss the Draft Report in a workshop session.
- Based on our discussion and review of the Draft Report, Springsted will make modifications or changes, incorporating the City's comments into the final report, as appropriate.

Task IV - Present and Review Final Report

- Springsted will present the Final Report of Findings and Recommendations to the Public Works Committee on December 10, 2012 and to the City Council in a regular or workshop session on December 17, 2012.
- We will provide ten bound copies of the final study plus one reproducible copy of the final report.

Project Schedule

Springsted Incorporated has the resources to begin the Wastewater Rate Study immediately upon receiving the notice to proceed. Our proposed schedule for this project has the Final Report completed in order to present it to the Public Works Committee on December 10, 2012 and to Common Council on December 17, 2012. The proposed schedule assumes that all necessary information is made available to Springsted in a timely manner and the City of De Pere staff are available for meetings as needed by the schedule. This draft schedule does not anticipate any unforeseen delays or other circumstances that would result in a later completion date. Should any unforeseen delays or circumstances arise, Springsted can draw on its staff of 60 professionals to keep the project on schedule to the greatest extent possible.

Exceptions

In order to conduct this study, the City is requesting to identify and designate a staff member to serve as a contact person between Springsted Incorporated and the City. This person will be responsible for the gathering of accurate and timely information necessary to complete the project. At a minimum, the following information will be needed to complete the study:

- City's past three years Comprehensive Annual Financial Reports;
- 2012 and 2013 budget including revenues and expenditures for the Utility;
- Existing debt schedules for any outstanding bonds, equipment certificate, lease-purchase agreements, state revolving loans, etc, for the Utility;
- Current capital improvement plan for the Utility;
- Current contract with Green Bay Municipal Sewerage District;
- Information related to current customer base for the Utility by customer class, including number of customers, sales volume by type of services/charge/revenue source, and total revenue;
- Information related to the anticipated growth in both residential and commercial/industrial utility sales during the planning period;
- Current schedule of user fees and charges; and
- Any engineering or other relevant studies for the utility.

Compensation

We propose to complete this study as described in this proposal for the lump sum fee of \$7,500; exclusive of any out-of-pocket expenses such as travel and copying. We will complete the study within 6 to 8 weeks of receiving the notice to proceed providing that all necessary information is made available to Springsted in a timely manner and that the City is available for required meetings. Springsted will invoice the City at the completion of the study.

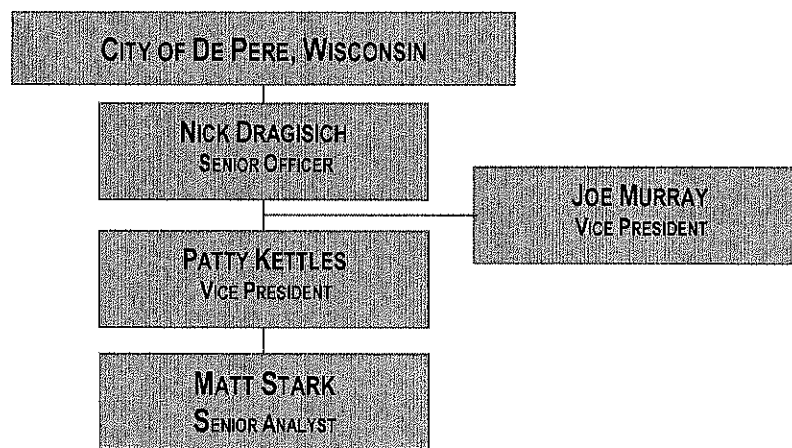
Should the City request and authorize any other additional work outside the scope of services described in this proposal we would invoice the City at our standard hourly fees as shown in the table below plus any related out-of-pocket expenses.

2012 Standard Hourly Fee Schedule	
Title	Hourly Rate
Principal & Senior Officer	\$220
Project Coordinator & Assistant Vice President	\$190
Analyst	\$155
Associate	\$145
Support Staff	\$65
Litigation Support	\$350

Key Personnel Experience

Our staff's breadth of experience and depth of expertise are two of our most important characteristics in providing high-quality service to clients. Many of our staff have backgrounds in municipal and county government, education or with development firms and non-profit organizations, so they share our clients' perspectives in developing solutions. Each client draws on the talents of many members of our staff. We assign a specific client service team to ensure primary responsibility for each project. The team is comprised of qualified individuals who are experienced in the specific challenges confronting the City of De Pere.

The staff assigned to this project is experienced in utility expense and cost analysis. The teams are free to draw upon the expertise of our entire staff.



Nicholas R. "Nick" Dragisich, PE

Executive Vice President and Consultant



Mr. Nick Dragisich will be the senior officer responsible for overall project management. He has been directly responsible or involved in numerous utility expense and cost analysis studies and in the development of Excel based computer models for utilities in Minnesota, Iowa, Wisconsin, Kansas, Maryland, Missouri, Virginia, North Carolina and Washington. Mr. Dragisich is the Manager of Consulting Services for Springsted Incorporated. He has over 20 years of management experience ranging from city manager to city engineer. He holds a master's degree in business administration and a bachelor's degree in civil engineering. Mr. Dragisich is a registered professional engineer in Minnesota and Washington.

Joseph M. "Joe" Murray, CIPFA

Vice President and Client Representative



Mr. Joe Murray has nearly 20 years' experience in municipal government, including more than 15 years as a city/village manager. Prior to joining Springsted, he served as the Village Manager of Greendale, Wisconsin for more than nine years. With his vast array of local government experience, Mr. Murray is very familiar with the fiscal, management, organizational, political and economic development challenges facing cities, villages, towns and counties.

throughout Wisconsin and the upper Midwest. As a Certified Independent Public Finance Advisor (CIPFA) he is a skilled financial advisor and management professional who is able to listen to a client's issues and concerns, research and evaluate viable options and present innovative, creative and practical solutions that can be successfully implemented. Mr. Murray received a Master of Public Administration from the University of Kansas and maintains his membership in the International City/County Management Association (ICMA) and the Wisconsin City/County Management Association (WCMA).

Patricia L. "Patty" Kettles, CIPFA

Vice President and Consultant



Ms. Patty Kettles has performed similar studies for clients in the states of Minnesota, Iowa, Wisconsin, Kansas, Maryland, Missouri, and Virginia. Ms. Kettles joined Springsted Incorporated as a Financial Services Analyst in 1995 and joined the Management Consulting Services Group in early 2001. Ms. Kettles is the Director of Quantitative Services for Springsted's Management Consulting Services Group. She holds a master's degree in business administration and a bachelor's degree in finance. Ms. Kettles is a Certified Independent Public Finance Advisor.

Matthew T. "Matt" Stark

Senior Analyst



Mr. Matt Stark is a member of our Management Consulting Services Group. With the firm since 2002, he applies his analytical expertise to new challenges within the fields of operational finance, organizational management and human resources and economic development. He provides technical and analytical assistance on financial planning models, assists and advises clients on employee classification and compensation systems, performs cost-benefit analyses on economic development projects and is responsible for our electronic facilitation system. Mr. Stark holds a degree in physics from Penn State University.

Joe Zegers

From: Marman, Steve <Steve.Marman@Foth.com>
Sent: Thursday, October 04, 2012 1:31 PM
To: Joe Zegers
Subject: RE: Request for Bid for City of De Pere Wastewater Rate Study

Hi Joe,

Thank you for the opportunity to submit a proposal for the City's rate study. Unfortunately due to our current workload we are not in a position to submit a proposal for your project. We would however appreciate your consideration for other projects in the future.

Stephen Marman P.E., Vice President
Foth Infrastructure & Environment, LLC
2737 South Ridge Road, Suite 600, P.O. Box 12326
Green Bay, WI 54307-2326
Ph: (920) 496-6828 / Fax (920) 497-8516
Cell: (920) 562-0052
<http://www.foth.com>



Go Green, keep it on the screen. Please do not print this email unless necessary.

From: Joe Zegers [mailto:jzegers@mail.de-pere.org]
Sent: Tuesday, October 02, 2012 11:23 AM
To: Marman, Steve
Subject: Request for Bid for City of De Pere Wastewater Rate Study

IMPORTANT NOTICE

This communication including any attachments, (E-mail) is confidential and may be proprietary, privileged or otherwise protected from disclosure. If you are not the intended recipient, please notify the sender, permanently delete this E-Mail from your system and destroy any copies. Any use of this E-Mail, including disclosure, distribution or replication, by someone other than its intended recipient is prohibited.

This E-Mail has the potential to have been altered or corrupted due to transmission or conversion. It may not be appropriate to rely upon this E-Mail in the same manner as hardcopy materials bearing the author's original signature or seal.

ORDINANCE #12-27

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule B (Stop Intersections) is hereby amended as follows:

DELETIONS

<i>Traffic On</i>	<i>Stops At</i>
Ninth Street	Grant Street
Ninth Street	Scheuring Road
Suburban Drive	Scheuring Road

ADDITIONS

<i>Traffic On</i>	<i>Stops At</i>
Innovation Court	Southbridge Road

Section 2: §150-23, Schedule C (Yield Right-of-Way Intersections) is hereby amended as follows:

ADDITIONS

<i>Traffic On</i>	<i>Yields At</i>
Moonglow Drive	Lois Street (to the left)
Galway Lane	Tullig Place (to the left)

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

RESOLUTION #12-118

**APPROVING THE FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the "Authority"), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as "Authority Customers") have entered into the Central Brown County Water Purchase and Sale Contract (the "Contract") with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, and January 5, 2010; and

WHEREAS, it is proposed that the Contract be further amended to allow the Authority's meter for measuring the quantity of water delivered to an Authority Customer, and the Authority Customer's pressure increasing/reducing facilities, to be housed in one building owned by an Authority Customer; and

WHEREAS, it is also proposed that the Contract be further amended to clarify Section 2.8 related to the Authority's obligation to deliver Potable Water; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED, as follows:

1. The City of De Pere approves the Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The City of De Pere shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Fifth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**FIFTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

This FIFTH AMENDMENT TO CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 2.8, the word "in" is replaced with the word "for," as follows:

2.8 Limits on Authority's Obligations. The Authority's obligation to each Charter Customer to deliver Potable Water under Section 2.7 shall be limited to a maximum rate of Potable Water for any one hour equal to 1.8 times such Charter Customer's Average Day Demand divided by 24.

2. Section 3.2 is revised to provide as follows:

3.2 Points of Delivery. The Point of Delivery where Potable Water delivered hereunder leaves the Authority's Waterworks System and enters a Unit System will be one foot downstream from the Authority's meter. The number and location of connections to each Charter Customer's system are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

3. Section 3.3 is revised to provide as follows:

3.3 Points of Connection. The Point of Connection where Potable Water moves from one Customer's Unit System to another Customer's Unit System will be one foot downstream from the Authority's meter. The number and location of the Points of Connection are shown on Exhibit C. Exhibit C may be amended by majority vote of the Authority's Board of Directors.

4. Section 3.4 is revised to provide as follows:

3.4 Back-Flows, Pressure. Each Charter Customer shall receive its supply of Potable Water downstream of the Authority's meter at pressures that will vary from time to time. Each Point of Delivery shall have pressure increasing/reducing facilities. Each Charter Customer is responsible for the siting, installation, operation, maintenance and replacement of the pressure increasing/reducing facilities needed to convey water from the Authority's Waterworks System into the Unit System. The Authority shall pay or reimburse each Charter Customer for reasonable costs of design and initial installation of such facilities, and of buildings needed to house such facilities; provided, that Charter Customers shall provide appropriate sites for these facilities without reimbursement. The Authority shall also pay or reimburse each Charter Customer for the electrical costs incurred in the operation of such facilities. Future modifications of such facilities shall be the responsibility of the Charter Customer.

Initial construction and future modification of plans and specifications of the pressure increasing/reducing facilities shall be submitted to the Authority for review and approval, which shall not be unreasonably withheld.

Each Charter Customer's operation of its pressure increasing/reducing facilities shall not cause surges or back-flows into the Authority's Waterworks System nor shall the operation of the Customer's pressure increasing/reducing facilities cause the Authority's Waterworks System pressure to drop below 20 psi. The Authority shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Charter Customer's connection facilities to the Authority's Waterworks System.

5. Section 4.1 is revised to read as follows:

4.1 Authority to Supply Equipment, Official Record. The Authority shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the Points of Delivery, the necessary equipment and devices for properly measuring the quantity of Potable Water delivered by the Authority to Authority Customers, and transferred between Authority Customers under this Contract. Such measuring equipment and devices shall be of a type meeting the standards of the American Water Works Association. The Authority shall install the equipment in above-ground structures located at sites selected by each Charter Customer, respectively, for Potable Water delivered to it. Such sites shall be subject to review and approval by the Authority, which shall not be unreasonably withheld. The Authority shall pay the cost of constructing any new above-ground structures or remodeling any existing above-ground structures to the extent necessary to house the Authority's equipment. The above-ground structures shall be owned, maintained, repaired and replaced by Authority Customers. The Authority's meters and other equipment installed in the above-ground structure shall remain the property of the Authority. A Charter Customer shall grant to the Authority, at no cost, an easement in each respective site sufficient to enable the Authority to install, use, operate and maintain the Authority's equipment during the term of this Contract. The Authority and each Charter Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Authority. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the readings are or may be transcribed. Upon written request of a Charter Customer, the Authority will give the Charter Customer a copy of such journal or record book, or permit the Charter Customer to have access thereto in the office of the Authority during regular business hours.

6. Section 4.5 is revised to provide as follows:

4.5 Removal of Authority Meters. Within six (6) months after the termination of this Contract without renewal, the Authority shall at its own expense remove metering equipment from and restore the property of each Charter Customer to which such

termination without renewal applies. If the Authority fails to do so, the Charter Customer affected may elect to enforce its right to removal and restoration or to take title to such equipment.

7. Section 8.2 is revised to provide as follows:

8.2 Title to Potable Water. Title to all Potable Water supplied hereunder shall remain in the Authority to the points one foot downstream from the Authority's meters for each Unit System and thereupon shall pass to such Charter Customer.

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.

F:\DOCS\WD\24663\0\A1296422.DOCX

RESOLUTION #12-119

ACCEPTING UTILITY EASEMENTS
(South Melcorn Circle)

WHEREAS, the City has requested that Trailside Development II, LLC and Coach Builders, LLC convey a utility easement to the City for purposes of widening the current drainage easement that is currently located along the north lot line of Parcels ED-2782 through ED-2785; and

WHEREAS, the Utility Easements to the City, as are attached and incorporated as collective Exhibit 1, accomplish such easement conveyance; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere gratefully accepts the Utility Easements from Trailside Development II, LLC and Coach Builders, LLC (collective Exhibit 1) and thanks them for their support.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Document Number
GRANT OF UTILITY EASEMENT

Trailside Development II, LLC, a Wisconsin limited liability corporation, Grantor, hereby grants and conveys to the **City of De Pere**, a Wisconsin municipal corporation, and its successors and assigns, Grantee, an easement over, under, across and through in all lands described below as a right-of-way easement for purposes of construction, installation and maintenance of storm water and related facilities. No other structures or accessory buildings shall be constructed within or upon said easements.

Legal Description

A twenty foot wide storm water easement located in Lots 160, 161 and 163 of the recorded plat of "Trailside Estates" (Volume 22, Plats, page 173, Document No. 2141474), said lots located in the NE ¼ - NW ¼, Section 3, T22N-R20E, City of De Pere, Brown County, more fully described as follows:

All of the North twenty feet of Lots 160, 161 and 163 of the recorded plat of "Trailside Estates", Brown County Records.

Easement area as described above includes a six feet wide Storm Water Easement, as dedicated within said lots, on the plat of "Trailside Estates".

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

This space is reserved for recording data

Return to

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

Parcel Identification Number/Tax Key Number

ED-2782, ED-2783 and ED-2785

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

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

Signed this _____ day of _____, 2012.

By: TRAILSIDE DEVELOPMENT II, LLC

Name:
Title:

Name:
Title:

State of Wisconsin)
) ss.
 County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

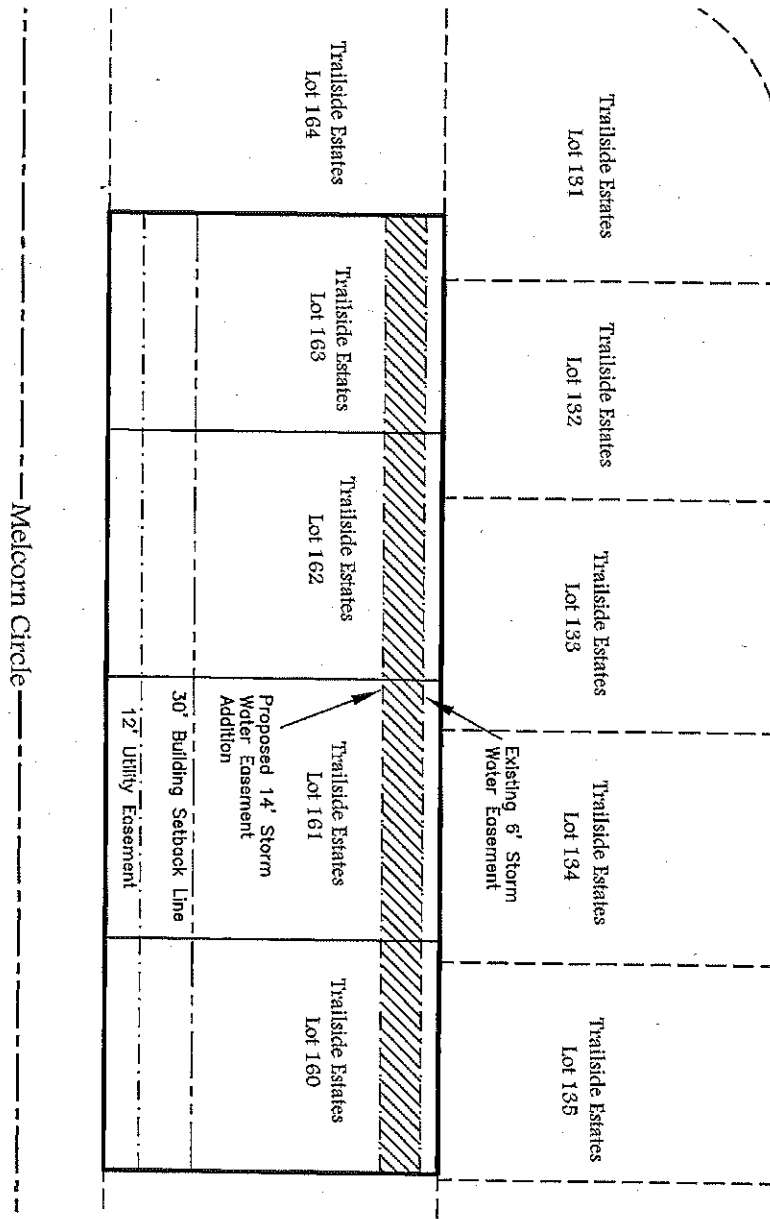
(SEAL)

This document was drafted by Judith Schmidt-Lehman.
H:\dupont\Legal Documents\2012\Grant of Utility Easement - Trailside-9-12-163-005-12.doc

Easement Exhibit

Lots 160 through 163, recorded plat of Trailside Estates, recorded in Vol. 22 of plats Pg. 173, Doc. Num. 2141474, Brown County Records, said lots located in the NE1/4-NW1/4, Section 3, T22N-R20E, in the City of DePere, Brown County, Wisconsin

Ryan Road



50 25 0 50 100 150



Graphic Scale

Client: Landmark

Drafted By: BMJ

File: L-4307ESMT Exhibit 061112.dwg

Scale: 1"=50'

Tax Parcel Number



Mau & Associates

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9570 Fax: 920-434-9572

Sheet One of One

Project No.: L-4307

Drawing No.: L-8180

Document Number
GRANT OF UTILITY EASEMENT

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

Legal Description

A twenty foot wide storm water easement located in Lot 162 of the recorded plat of "Trailside Estates" (Volume 22, Plats, page 173, Document No. 2141474), said lot located in the NE ¼ - NW ¼, Section 3, T22N-R20E, City of De Pere, Brown County, more fully described as follows:

All of the North twenty feet of Lot 162 of the recorded plat of "Trailside Estates", Brown County Records.

Easement area as described above includes a six feet wide Storm Water Easement, as dedicated within said lot, on the plat of "Trailside Estates".

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

This space is reserved for recording data

Return to

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

Parcel Identification Number/Tax Key Number

ED-2784

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

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

Signed this _____ day of _____, 2012.

By: **COACH BUILDERS, LLC**

Name:
Title:

Name:
Title:

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

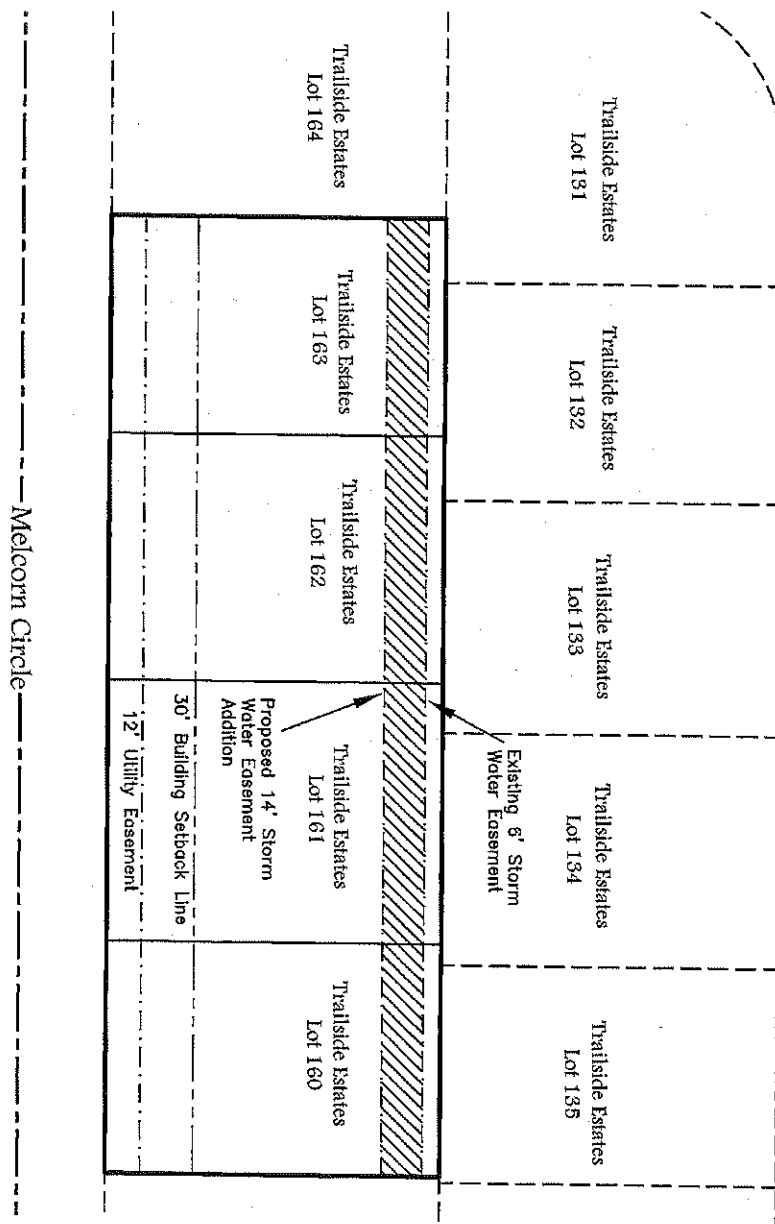
(Date Commission Expires)

(SEAL)

Easement Exhibit

Lots 160 through 163, recorded plat of Trailside Estates, recorded in Vol. 22 of plats Pg. 173, Doc. Num. 2141474, Brown County Records, said lots located in the NE1/4-NW1/4, Section 3, T22N-R20E, in the City of De Pere, Brown County, Wisconsin.

Ryan Road



50 25 0 50 100 150



Graphic Scale

Client: Landmark

Drafted By: BMJ

File: L-4307ESMT Exhibit 061112.dwg

Scale: 1"=50'

Tax Parcel Number



Mau & Associates

LAND SURVEYING & PLANNING

CIVIL & WATER RESOURCE ENGINEERING

Phone: 920-434-9670 Fax: 920-434-9672

Sheet One of One

Project No.: L-4307

Drawing No.: L-8180

RESOLUTION #12-120

AUTHORIZING AGREEMENT WITH WEST GROUP LOYALTY PROGRAM
(Legal Publications)

WHEREAS, the Law Department currently receives several legal publications from Thomson West Publishers; and

WHEREAS, Thomson West has offered a loyalty rewards program which allows for costs savings to subscribers who enter a three year commitment.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such agreement as is attached as Exhibit 1, together with such subsequent renewals thereof provided such renewal is on the same or similar terms and has been properly budgeted for.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

WEST®

A Thomson Reuters business

Order NotificationContact your representative mark.pedersen@thomsonreuters.com with any questions. Thank you.Order ID: **361863****Subscriber Information****Account Address:**Account #: **1000686419**
DE PERE CITY ATTORNEY
335 S BROADWAY
DE PERE, WI 54115
US
(920) 339-4063**Shipping Address:**Account #: **1000686419**
DE PERE CITY ATTORNEY
335 S BROADWAY
DE PERE, WI 54115
US
(920) 339-4063**Billing Address:**Account #: **1000686419**
DE PERE CITY ATTORNEY
335 S BROADWAY
DE PERE, WI 54115
US
(920) 339-4063**Payment and Shipping Information****Payment Method:**Payment Method: **WestAccount**
Account Number: **1000686419****Shipping Information:**Shipping Method: **FREE Ground Shipping - U.S. Only****Additional Information**Created By: **0056690**Order Source: **27**Revenue Channel: **01**Order Date: **9/5/2012 2:58:50 PM**

P.O. Number:

Order Contact Information

First Name	Last Name	Email Address	Phone	Contact Description	Contact Number
Judy	Schmidt-Lehman	jschmidt-lehman@mail.de-pere.org		Order Confirmation Contact	28

Internal CommentsWorksheet: <https://ordermation.west.thomson.com/esigs/of.aspx?pordergroupid=d3484f08-e293-49e8-923e-b0bd32adc38a&pfv=true>OF Ver: <https://ordermation.west.thomson.com/esigs/ofversion.aspx?pfv=true&ordergroupid=02746f45-8337-4600-8184-62f5aa93487c&isofview=yes>**New Products - Print**

Qty	Product	Material ID
1	West Complete Library	40666420

New Subscriptions to include in West Complete:

Qty	Material ID	Description
1	13975495	State and Local Government Civil Rights Liability (Liability Prevention Series)
1	13971848	State and Local Government Employment Liability (Liability Prevention Series)
1	13973093	State and Local Government Environmental Liability (Liability Prevention Series)
1	40460466	State and Local Government Retirement Law: A Guide for Lawyers, Trustees, and Plan Administrators, 2011 ed.

EXHIBIT 1

Existing Subscriptions to include in West Complete:

Qty	Material ID	Description
1	22035157	BANKRUPTCY CODE RULES AND FORMS PAM SUB
1	13511154	WI OFFICIAL REPORTS 2D (CALLAGHAN) SUB
1	22061301	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES PAM SUB
1	22045905	WI STAT ANNO SUB
1	40567553	WI COURT RULES STATE, FEDERAL AND LOCAL PAMPHLETS VOLUMES I-III FULL SUB

Monthly West Complete Print Charges are billed on the date West processes Subscriber's order and continue for the term of complete calendar months elected by Subscriber above ("Minimum Terms"). If Subscriber elects to terminate any of its West Complete Print products during the Minimum Term, the Monthly West Complete Print Charges will not be adjusted. Upon conclusion of the Minimum Term, the West Complete Print Charges will automatically renew for consecutive 12-month periods (Renewal Term), and the Monthly West Complete Print Charges for the Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term, including the first Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly West Complete Print Charges increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Subscription service may consist of updates and/or supplements to the service, including but not limited to: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials. Subscriber hereby requests that West provide subscription services for the herein-described products, billed as set forth above.

36 MONTH WEST COMPLETE PRINT MINIMUM TERM - Subscriber agrees to commit to a Minimum Term of 36 complete calendar months and the Monthly West Complete Print Charges for the second 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the initial 12 months and the Monthly West Complete Print Charges for the third 12 months not to increase by more than 5% over the Monthly West Complete Print Charges for the second 12 months.

Order Subtotal:	N/A
*Shipping:	FREE
*Estimated Tax:	TBD
Order Total:	\$0.00
Products Under 36 month contract term: \$361.60	
** Billed Monthly Total: \$361.60	

* Sales tax for your order will reflect applicable state and local taxes and will be finalized upon shipment. In accordance with applicable laws, tax will be applied to products and shipping. Actual tax may vary slightly from that shown above.

*Free shipping is not applicable to print orders that will be shipped from affiliates of Thomson Reuters that are located outside of the United States, its territories and possessions. For such products, transportation and handling charges (FOB origin) will be added.

** First full month billing will be invoiced at the monthly billed detail set forth above. Pricing is subject to the price increase pursuant to the terms and conditions set forth in agreement.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/Case NoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber's expense, and such server must be accessible to all Subscriber's authorized users. Subscriber's Westlaw Doc & Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, related Westlaw Doc & Form Builder Data of Subscriber that is stored on West servers will be destroyed within 180 days of such termination.

General Provisions. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the

invoice date for a full refund or credit, in accordance with West's then-current returns policies. Westlaw Charges and West LegalEdcenter Charges are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 361863

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

Signature of Authorized Representative for order

Title

Printed Name

Date

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THOMSON REUTERS

Government Accounts Only

Addendum to West Order Forms with Assured Print Pricing Service, West Complete or Library Savings Plan

Subscriber: DE Pere City Attorney

Account #: 1000686419

Date of Order Form: 09/11/2012

1. **Effect of Addendum.** The underlying West Order Form between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Addendum. As amended, the Order Form shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Order Form. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Order Form and the terms and conditions of this Addendum, the terms and conditions of this Addendum shall control.

2. **Modification of Order Form-Non Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year after the initial 12 months of the Minimum Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement on Subscriber's letterhead documenting the reason for cancellation, including the relevant statutory or other legal authority for cancelling (if applicable), and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation.

West, a Thomson Reuters business

Subscriber

Accepted by: _____

Signed: _____

Title: _____

Name (please print): _____

Date: _____

Title: _____

Date: _____

RESOLUTION #12-121

AUTHORIZING RENTAL SERVICES AGREEMENT WITH BAY TOWEL, INC.

WHEREAS, the City requires mat and towel services for City Hall; and

WHEREAS, Bay Towel, Inc. has the experience and expertise to provide the necessary mat and towel service to the City upon the terms and conditions set forth in the Rental Service Agreement, a copy of which is attached and incorporated by reference as Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

That the Mayor is hereby authorized and directed to execute the Bay Towel, Inc. Rental Services Agreement (Exhibit A).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of October, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

TABLE A

[illegible]

Exhibit A

4. Customer shall pay Supplier for such service at the agreed prices set forth herein, in cash or as otherwise agreed in writing by Supplier. Minimum or 'flat rate' charges are based upon the agreed inventory pursuant to this Agreement. These charges are subject to change if the actual inventory increases or decreases. In the event that flat rate or minimum charge billing is as agreed or instituted by the parties subsequent to the inception of this Agreement, the billing of said flat rate charges by Supplier and payment thereof by Customer shall be conclusive evidence of agreement by Customer to pay all such charges.

5. All rental items shall remain the property of Supplier. If the items are lost or become unrepresentable through misuse, or are special order merchandise, or upon breach of this Agreement by Customer, or upon notice of termination by Customer, and also at the end of the Agreement, Customer expressly agrees to buy, upon demand of Supplier, all such merchandise in service or held in stock by Supplier at Supplier's then current prices for such items.

6. Charges will be due and payable in cash at the time of delivery or when Supplier approves Customer's credit. Credit terms are payment due net thirty (30) days. Delinquent accounts will be subject to automatic and agreed COD (Cash On Delivery) basis. All amounts not paid when due will be subject to a finance charge of one and one-half percent (1½ %) per month (18% per annum) until payment in full is received by Supplier. All payments made by Customer will be remitted to Supplier's principle place of business in Brown County, Wisconsin.

7. Customer warrants that it is not under contract with any other party for the service of providing the rental items covered by this Agreement and agrees not to enter into an Agreement with any other party for the furnishing of said service(s) available from Supplier.

8. The parties agree that if Supplier's usual operations are interrupted or if the service herein provided for is delayed, postponed or terminated by reason of acts of God, strikes, lockouts or other industrial disturbances, wars, blockages, riots, arrests, explosions, fires, floods, accidents to machinery or any other cause not within the control of Supplier, then Supplier shall not be held liable in damages for any such postponement, delay or termination.

9. Stipulated Damages - The parties to this Agreement recognize and acknowledge that in the event Customer should breach this Agreement or if the Agreement is terminated for any reason other than as a written rescission as approved by both parties or as expressly permitted under the terms of this Agreement, the damages suffered by Supplier are not currently known or readily ascertainable. Accordingly, the undersigned Customer acknowledges that the type of damages sustained by Supplier will be substantial, but difficult to determine and to reasonably forecast at the time of breach. The parties therefore agree that in the event of such breach or wrongful termination, Customer shall pay to Supplier as stipulated and liquidated damages (and not as penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer multiplied by a number which corresponds to the number of remaining weeks of the "term" (paragraph three (3) above) of this Agreement, commencing from the date of breach or wrongful termination by Customer. Such stipulated payment(s) to be paid by Customer to Supplier shall be in addition to all other amounts owed by Customer to Supplier pursuant to the express terms of this Agreement.

10. Supplier is not the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to the quality, safety or suitability of the garments for customer use. Unless specifically noted in this contract, garments rented under this Agreement are not acid or flame retardant and contain no special acid or flame retardant feature. These garments should not be used under working conditions where they may catch fire or may come in contact with acid. Customer is required to notify its employees of the above. Upon signing this Agreement, Customer warrants to Supplier that none of the employees for whom uniforms are rented pursuant to this Agreement will require flame or acid retardant clothing.

11. All prices are based on weekly service, fifty-two (52) weeks per year. All deliveries may be subject to a Service Charge. The service charge is used to offset various variable current and future costs including costs directly or indirectly related to the discharge of solid wastes from wastewater, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Supplier. Rush or special handling charges will apply on all special order invoices. For garment rental customers, there will be charges for preparation/embroidery of additional orders, oversized garments, emblems, swing garment charges and mixed garments.

12. Customer agrees that Supplier will not issue credit for items that are 'clean returned' once they have been delivered to Customer. No credit will be given for sick leave or vacation on uniform accounts. Customer agrees to provide adequate storage for all clean and soiled linen, and provide necessary access to Supplier's personnel.

13. Customer agrees to pay all costs including reasonable attorney fees incurred by Supplier enforcing any term(s) of this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The undersigned Customer and Supplier agree that any disputes relating to the interpretation or enforcement of this Agreement shall be litigated in Brown County, Wisconsin. Furthermore, the parties agree that if any provisions of this Agreement are determined to be invalid by a Wisconsin Court, the remaining terms and conditions shall remain in full force and effect.

15. This Agreement shall be binding upon and inure to the benefit of Customer and Supplier, their respective legal representatives, successors and assigns. Furthermore, it is expressly agreed that the rights, benefits and/or obligations of this agreement may be assigned at any time during the original term or any extension of this agreement.

16. If at any time throughout the term of this Agreement Customer maintains that Supplier is in any way deficient in its performance under the contract, Customer agrees to give Supplier a thirty (30) day written notice specifying the exact nature and duration of any claimed deficiencies. Thereafter, Supplier shall be entitled to take any and all actions necessary to cure said deficiencies. If, at the end of said thirty (30) day period, Supplier has failed to take substantial action toward remedying said deficiencies, Customer shall be entitled, upon ten (10) day written notice to Supplier to terminate the Agreement. Said ten (10) day notice shall itemize, with particularity, the continuing service deficiencies on the part of Supplier and failure of Customer to provide said notice or to itemize said continuing deficiencies shall constitute a presumption that Supplier has taken all actions necessary to substantially comply with the contract.

17. Additional Provisions: Prices will be locked for 24 months a 3% price increase will start in the 25th month. Delivery frequency will be Every other Week.

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
Derek Beiderwieden, Chief of Police
RE: Consideration of Lease Renewal by Department of Administration
(Probation & Parole)
Date: October 8, 2012

As you will recall, in May, 2011, the Common Council authorized up to a four-year renewal of the Lease Agreement with the Department of Administration for the probation & parole office space in the De Pere Police Department basement. That renewal covered the period of December 1, 2011 through November 30, 2012 and three successive one-year renewal periods from and after December 1, 2012. The renewals are upon the same terms and conditions of the prior lease; both parties have the ability to cancel the lease upon a 60 day notice to the other party in addition to termination of the lease upon 30 days prior to the expiration of a lease period.

The Police Department has received notice from the Department of Administration of renewal of the lease from December 1, 2012 through November 30, 2013. Pursuant to Council request, renewal of this lease is on the October 18, 2012 Council agenda for discussion.

If you have any questions, Chief Beiderwieden can be reached at 339-4075 and I can be reached at 339-4042.

JSL:jld

cc: Lawrence Delo, City Administrator

H:\jdupont\Memos\2012\Mayor & CC-probation & parole-10-5-12-145-004-08.docx



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER

GOVERNOR

CHRIS SCHOENHERR

DEPUTY SECRETARY

Department of Administration

P.O. Box 7866

Madison, WI 53707-7866

Voice (608) 266 2731 Fax (608) 267 0200

TTY (608) 267 9629

<http://leasing.state.wi.us/>

September 28, 2012

Derek Biderwieden
City of DePere
335 S. Broadway Street
DePere, WI 54115

Dear Mr. Biderwieden:
Lease Number 410-243

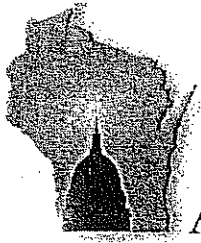
Please be advised that we are exercising the renewal option included in the lease covering the space occupied by the Department of Corrections in the building located at 325 S. Broadway Street, DePere. This option is to cover the period from December 1, 2012 to November 30, 2013, at the monthly rental rate of \$847.05.

If you have any questions, please contact me at (608) 266-2275 or the above address.

Sincerely,

Bill Forbes
Real Estate Transaction Manager
Bureau of Space Management and Occupancy

cc: Shauna Schwantes
File No. 410-243



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of State Facilities
Portfolio and Operations Management
P.O. Box 7866
Madison, WI 53707-7866
Voice (608) 266 2731 Fax (608) 267 0200
TTY (608) 267 9629

FILE COPY

April 4, 2011

Derek Biderwieden
City of DePere
335 S. Broadway Street
DePere, WI 54115

Dear Mr. Biderwieden:
Lease Number 410-243

This letter will serve as a Lease Addendum to the Lease dated November 13, 2008, by and between City of DePere, as Lessor, and the State of Wisconsin, Department of Administration as Lessee, which said Lease covers approximately a total of 775 square feet of office space (the "Premises") in Lessor's building (the "Building") located at 325 S. Broadway Street in the City of DePere, Wisconsin; and

WHEREAS, Lessor and Lessee thereto wish to amend said Lease,

NOW, THEREFORE, IT IS AGREED THIS 4th DAY OF April, 2011 in consideration of the mutual covenants contained herein, Lessor and Lessee agree to amend the Lease effective on December 1, 2011 (the "Commencement Date") as follows:

1. The term of the Lease shall be extended for a term of one year, commencing on December 1, 2011 and ending on November 30, 2012.
2. In addition, the lease term may, at the option of the Lessee, be renewed for three successive one-year periods from and after December 1, 2012, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before the Lease or any renewal thereof would otherwise expire
3. Rent during the foregoing lease terms shall be payable in accordance with the following schedule:

Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
December 1, 2010	November 30, 2011	\$9,866.37	\$822.20
December 1, 2011	November 30, 2012	\$10,014.37	\$834.53
December 1, 2012	November 30, 2013	\$10,164.58	\$847.05
December 1, 2013	November 30, 2014	\$10,317.05	\$859.75
December 1, 2014	November 30, 2015	\$10,471.81	\$872.65

All other provisions of the Lease, except as otherwise expressly provided herein, shall continue to be binding upon the parties thereto and shall inure to the benefit of said parties, their respective heirs, personal representatives, successors and assigns.

In witness whereof, the parties hereunto subscribed their names.

Please sign and return one copy of this letter as acknowledgement of the foregoing.

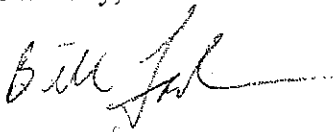
Approved: LESSOR: City of DePere



Date: 5-18-11

Michael J. Walsh, Mayor

Sincerely,



Bill Forbes
Real Estate Transaction Manager
Bureau of Portfolio and Operations Management

cc: Kevin Reid Rice
File No. 410-243



USE AGREEMENT

Between

The State of Wisconsin, Department of Corrections

And

The City of DePere

THIS USE AGREEMENT, made and entered into this 13th day of November, 2008, by and between the State of Wisconsin Department of Corrections, (the "Lessee") whose address is 3099 East Washington Avenue, Madison, WI 53703 and the City of DePere (the "Lessor") whose address is 335 S. Broadway Street, DePere, WI 54115;

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):
Approximately 775 square feet of space (the "Premises") in the lower level of Lessor's Public Safety building, together with all appurtenances, located at 325 S. Broadway Street in the City of DePere, Wisconsin (the "Building").
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Corrections, Community Corrections or such other agency that may be designated by Lessee (collectively, the "Tenant") and approved by Lessor. Lessee shall have occupancy of the leased Premises at its discretion; during use of the Premises after business hours of 8:00 a.m. to 4:30 p.m., holidays excepted, clients shall be accompanied at all times by an employee of the Department of Corrections.
3. **TERM, RENEWALS.** The Use Agreement term hereunder shall begin on December 1, 2008 or date of occupancy and end on November 30, 2009. This Use Agreement may, at the option of the Lessee, be renewed for two successive one-year periods from and after December 1, 2009, subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before the Use Agreement or any renewal thereof would otherwise expire.
4. **ASSIGNMENT, SUBLETTING.** The Lessee shall not assign this Use Agreement in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor.
5. **RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the initial Use Agreement year at the following rate: Nine Thousand Three Hundred Dollars (\$9,300) per annum to be paid in equal monthly installments of Seven Hundred and Seventy Five Dollars (\$775). The annual rental rate includes all operating expenses associated with the premises of this space, including but not

limited to utilities and real estate taxes and assessments, excluding telephone and cabling costs. The annual rental rate for the first year and optional extensions of this Use Agreement shall be in accordance with the following schedule:

Rental Rate Schedule			
Begin Date	End Date	Annual Rent	Monthly Rent
December 1, 2008	November 30, 2009	\$9,300.00	\$775.00
December 1, 2009	November 30, 2010	\$9,579.00	\$798.25
December 1, 2010	November 30, 2011	\$9,866.37	\$822.20

The annual rent throughout the entire Use Agreement term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth:

6. COVENANTS OF LESSOR. Lessor hereby covenants and agrees with Lessee as follows:

- a. Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Use Agreement.
- b. Lessor shall furnish during the term of this Use Agreement the goods, services and other items as needed to carry out the various obligations and duties called for by this Use Agreement.

7. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a. Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Use Agreement at the time and in the manner herein provided.
- b. At the expiration of this Use Agreement or any renewal thereof, Lessee will return the Premises to the Lessor in as good condition as they were at the time the Use Agreement went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Use Agreement, that the Lessee shall not be responsible for damage to the Premises by fire.
- c. Lessee will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of Lessor.
- d. Lessee shall identify problems concerning the occupancy of this space to Lessor for resolution.
- e. Lessee will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or unreasonably interfere with, annoy, or disturb any other tenant or occupant of the Building.

8. INSURANCE. Lessor agrees to ensure or procure and maintain, during the term of this Agreement, fire and casualty insurance for the building containing the Premises, as well as public liability insurance in the amount of not less than \$1,000,000. Lessor shall provide a certificate of insurance to Lessee evidencing such coverage. Lessee is protected by the State of Wisconsin Self-Funded

Liability and Property Protection. Sections 20.865(1)(f) and (fm), Wisconsin Statutes, provide funds to pay property and liability claims. In addition, section 895.46 provides that the state will pay judgments taken against state officers or employees for acts carried out while the officers or employees were acting within the scope of their employment. This shall be deemed as evidence of protection for applicable liability claims brought against the state, its officers or employees and damage to property for which the state may be responsible.

9. **MAINTENANCE.** The Lessor shall maintain the said Premises in good repair and tenantable condition during the continuance of this Use Agreement, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees or of any person on the Premises with the express permission of the Lessor. Costs for repair or replacements to Premises due to misuse or negligence by an employee of Lessee shall be the responsibility of Lessee.
10. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a post paid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessee: Department of Corrections
 3099 East Washington Avenue
 Madison, WI 53703

If to Lessor: City Clerk-Treasurer
 335 South Broadway Street
 DePere, WI 54115

With a Copy to: Chief of Police
 325 South Broadway Street
 DePere, WI 54115

11. **CANCELLATION.** This Use Agreement may be cancelled by either Lessee or Lessor, upon 60 days prior written notice to the other party.
12. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
13. **BINDING EFFECT.** This Use Agreement when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
14. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Use Agreement.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the City of DePere, its directors, officials, agents and employees for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with, this Agreement, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the

scope of their employment. Where protection is afforded by ss. 89.52 and 895.46(1), of the Wisconsin Statutes.

15. **ENFORCEABILITY.** The invalidity or inability to enforce any provision of this Use Agreement shall not affect or impair any other provision. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Use Agreement. The rights and remedies herein granted are cumulative and are in addition to any given by statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSEE:

DEPARTMENT OF CORRECTIONS

By: _____

Print Name, Title

Dated: _____

LESSOR:

CITY OF DEPERE

By: _____

Print Name, Title

Dated: _____

STATE LEASING OFFICER
DIVISION OF STATE FACILITIES

By: _____

Print Name, Title

Dated: _____

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP I-3913	A1 ELEVATOR CORP	R	10/16/2012		114.00CR	066084	114.00
1280	AAA SANITATION INC I-178990	AAA SANITATION INC	R	10/16/2012		65.00CR	066085	65.00
1566	ACE TOWING INC I-28705	ACE TOWING INC	R	10/16/2012		275.00CR	066086	275.00
6426	ACL I-201209-0	ACL	R	10/16/2012		93.80CR	066087	93.80
0217	AGRI-PARTNERS COOPERATIVE I-201210091501 I-201210091502 I-201210091503	AGRI-PARTNERS COOPERATIVE AGRI-PARTNERS COOPERATIVE AGRI-PARTNERS COOPERATIVE	R R R	10/16/2012 10/16/2012 10/16/2012		11.96CR 12.42CR 3.20CR	066088 066088 066088	 27.58
0302	AIRGAS USA LLC I-9008829007	AIRGAS USA LLC	R	10/16/2012		200.42CR	066089	200.42
2982	ALL CITY COMMUNICATIONS I-4699567-100112	ALL CITY COMMUNICATIONS	R	10/16/2012		195.12CR	066090	195.12
3410	ASCE MEMBERSHIP I-201210091504	ASCE MEMBERSHIP	R	10/16/2012		240.00CR	066091	240.00
0442	BADGER LABORATORIES & ENGINEERING I-INV000050650 I-INV000050720 I-INV000050738	BADGER LABORATORIES & ENGINEER BADGER LABORATORIES & ENGINEER BADGER LABORATORIES & ENGINEER	R R R	10/16/2012 10/16/2012 10/16/2012		20.00CR 20.00CR 20.00CR	066092 066092 066092	 60.00
0020	BADGERLAND PRINTING INC I-20446 I-20462 I-20499	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R	10/16/2012 10/16/2012 10/16/2012		296.46CR 210.00CR 49.00CR	066093 066093 066093	 555.46
1323	BALCER, ED I-201210091505	BALCER, ED	R	10/16/2012		30.58CR	066094	30.58
0023	BATTERIES PLUS LLC I-501-372170	BATTERIES PLUS LLC	R	10/16/2012		97.50CR	066095	97.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0027	BAY TOWEL INC							
	I-1526356	BAY TOWEL INC	R	10/16/2012		20.00CR	066096	
	I-1526360	BAY TOWEL INC	R	10/16/2012		35.64CR	066096	
	I-1526361	BAY TOWEL INC	R	10/16/2012		52.82CR	066096	
	I-1529538	BAY TOWEL INC	R	10/16/2012		35.64CR	066096	
	I-1529539	BAY TOWEL INC	R	10/16/2012		54.31CR	066096	198.41
0025	BAYCOM INC							
	I-142786	BAYCOM INC	R	10/16/2012		119.84CR	066097	
	I-143237	BAYCOM INC	R	10/16/2012		191.25CR	066097	
	I-71347	BAYCOM INC	R	10/16/2012		390.00CR	066097	701.09
6473	BEAVER OF WISCONSIN INC							
	I-79971	BEAVER OF WISCONSIN INC	R	10/16/2012		46.25CR	066098	46.25
0038	BROADWAY AUTOMOTIVE INC							
	I-623255P	BROADWAY AUTOMOTIVE INC	R	10/16/2012		62.27CR	066099	
	I-623619P	BROADWAY AUTOMOTIVE INC	R	10/16/2012		13.08CR	066099	75.35
0039	BROOKS TRACTOR INC							
	I-D19696	BROOKS TRACTOR INC	R	10/16/2012		470.36CR	066100	470.36
0790	BROWN COUNTY CLERK							
	I-2012-FALL PRIM 23	BROWN COUNTY CLERK	R	10/16/2012		1,059.32CR	066101	1,059.32
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201210091507	BROWN COUNTY HIGHWAY COMMISSIO	R	10/16/2012		316.84CR	066102	316.84
2944	BROWN COUNTY JAIL							
	I-201210091508	BROWN COUNTY JAIL	R	10/16/2012		2,080.00CR	066103	2,080.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-19936	BROWN COUNTY PORT SOLID WASTE	R	10/16/2012		15,139.40CR	066104	15,139.40
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201210091509	BROWN COUNTY REGISTER OF DEEDS	R	10/16/2012		90.00CR	066105	90.00
1750	GREGORY BROWN							
	I-201210091506	GREGORY BROWN	R	10/16/2012		37.74CR	066106	37.74
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5122863	BRUCE MUNICIPAL EQUIPMENT INC	R	10/16/2012		18.61CR	066107	18.61

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0115	CARQUEST AUTO PARTS LLC							
	I-6339-155891	CARQUEST AUTO PARTS LLC	R	10/16/2012		61.52CR	066108	61.52
0536	CDW GOVERNMENT INC							
	I-P848962	CDW GOVERNMENT INC	R	10/16/2012		156.61CR	066109	
	I-Q318126	CDW GOVERNMENT INC	R	10/16/2012		1,965.30CR	066109	
	I-Q386383	CDW GOVERNMENT INC	R	10/16/2012		75.28CR	066109	
	I-Q598284	CDW GOVERNMENT INC	R	10/16/2012		34.62CR	066109	
	I-Q834683	CDW GOVERNMENT INC	R	10/16/2012		21.58CR	066109	
	I-Q866470	CDW GOVERNMENT INC	R	10/16/2012		68.59CR	066109	2,321.98
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7664	CLEANING SOLUTION SERVICES INC	R	10/16/2012		1,261.85CR	066110	
	I-05-7722	CLEANING SOLUTION SERVICES INC	R	10/16/2012		138.28CR	066110	1,400.13
0063	DAANEN & JANSSEN INC							
	I-125781	DAANEN & JANSSEN INC	R	10/16/2012		30.00CR	066111	
	I-125975	DAANEN & JANSSEN INC	R	10/16/2012		75.00CR	066111	105.00
0713	DE GROOT INC							
	I-12-01 (4)	DE GROOT INC	R	10/16/2012		328,612.02CR	066112	328,612.02
2077	DE PERE EXHAUST							
	I-27693	DE PERE EXHAUST	R	10/16/2012		450.34CR	066113	450.34
0069	DE PERE GREENHOUSE INC							
	I-10063	DE PERE GREENHOUSE INC	R	10/16/2012		46.95CR	066114	46.95
3590	LAWRENCE DELO							
	I-201210111522	LAWRENCE DELO	R	10/16/2012		108.78CR	066115	108.78
0075	DIGGERS HOTLINE INC							
	I-120 8 36402	DIGGERS HOTLINE INC	R	10/16/2012		19.14CR	066116	
	I-120 9 36401	DIGGERS HOTLINE INC	R	10/16/2012		832.83CR	066116	851.97
0079	DORSCH CORP							
	I-466250	DORSCH CORP	R	10/16/2012		187.20CR	066117	187.20
6482	ECLIPSE PRINTING SOLUTIONS LLC							
	I-66627	ECLIPSE PRINTING SOLUTIONS LLC	R	10/16/2012		430.00CR	066118	430.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1498044	EMERGENCY MEDICAL PRODUCTS INC	R	10/16/2012		2,286.07CR	066119	2,286.07

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0912-057	EMPLOYEE RESOURCE CENTER INC	R	10/16/2012		335.00CR	066120	335.00
0091	FASTENAL COMPANY							
	I-WIGRE260999	FASTENAL COMPANY	R	10/16/2012		2.81CR	066121	2.81
0092	FEAKER & SONS CO INC							
	I-12-01B (4)	FEAKER & SONS CO INC	R	10/16/2012		23,788.80CR	066122	
	I-12-04 (2)	FEAKER & SONS CO INC	R	10/16/2012		287,832.65CR	066122	
	I-20196	FEAKER & SONS CO INC	R	10/16/2012		3,408.00CR	066122	315,029.45
0331	FERGUSON WATERWORKS #1476 INC							
	I-114659-1	FERGUSON WATERWORKS #1476 INC	R	10/16/2012		264.00CR	066123	264.00
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11219	FIRE APPARATUS & EQUIPMENT INC	R	10/16/2012		365.07CR	066124	365.07
0823	FIRE PROTECTION PUBLICATIONS							
	I-619040	FIRE PROTECTION PUBLICATIONS	R	10/16/2012		124.40CR	066125	124.40
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9511184-00	FIRST SUPPLY GREEN BAY LLC	R	10/16/2012		25.61CR	066126	
	I-9543771-00	FIRST SUPPLY GREEN BAY LLC	R	10/16/2012		22.02CR	066126	47.63
1891	GANNETT WI MEDIA							
	I-6663763	GANNETT WI MEDIA	R	10/16/2012		36.00CR	066127	
	I-6663953	GANNETT WI MEDIA	R	10/16/2012		310.56CR	066127	346.56
6399	GEI CONSULTANTS INC							
	I-902185	GEI CONSULTANTS INC	R	10/16/2012		2,222.04CR	066128	2,222.04
0116	GRAINGER INC							
	I-9929879550	GRAINGER INC	R	10/16/2012		89.56CR	066129	
	I-9929879576	GRAINGER INC	R	10/16/2012		74.74CR	066129	
	I-9929879584	GRAINGER INC	R	10/16/2012		356.37CR	066129	
	I-9929879600	GRAINGER INC	R	10/16/2012		315.57CR	066129	
	I-9931018999	GRAINGER INC	R	10/16/2012		48.20CR	066129	
	I-9931425285	GRAINGER INC	R	10/16/2012		82.71CR	066129	
	I-9931425293	GRAINGER INC	R	10/16/2012		83.14CR	066129	
	I-9933232754	GRAINGER INC	R	10/16/2012		12.32CR	066129	
	I-9933232762	GRAINGER INC	R	10/16/2012		46.49CR	066129	
	I-9937788371	GRAINGER INC	R	10/16/2012		13.90CR	066129	
	I-9937788389	GRAINGER INC	R	10/16/2012		26.09CR	066129	1,149.09

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PACKET: 03762 OCT 2012 COUNCIL - 2 10-16-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-962544790	GRAYBAR ELECTRIC COMPANY INC	R	10/16/2012		18.04CR	066130	18.04
6023	HACKBARTH, GENE							
	I-201210101510	HACKBARTH, GENE	R	10/16/2012		295.02CR	066131	295.02
4902	HALRON LUBRICANTS INC							
	I-535473-00	HALRON LUBRICANTS INC	R	10/16/2012		238.26CR	066132	238.26
3521	HD SUPPLY WATERWORKS LTD							
	I-5504358	HD SUPPLY WATERWORKS LTD	R	10/16/2012		540.00CR	066133	540.00
5484	HYDRO DESIGNS INC							
	I-27593-IN	HYDRO DESIGNS INC	R	10/16/2012		2,876.00CR	066134	
	I-27624-IN	HYDRO DESIGNS INC	R	10/16/2012		1,657.00CR	066134	4,533.00
3468	ID-ACCESS							
	I-806	ID-ACCESS	R	10/16/2012		50.00CR	066135	
	I-814	ID-ACCESS	R	10/16/2012		10.00CR	066135	60.00
0942	IIMC							
	I-201210101511	IIMC	R	10/16/2012		85.00CR	066136	85.00
1399	INDOFF INC							
	I-2152042	INDOFF INC	R	10/16/2012		524.16CR	066137	
	I-2152204	INDOFF INC	R	10/16/2012		124.99CR	066137	
	I-2153989	INDOFF INC	R	10/16/2012		115.08CR	066137	
	I-2154449	INDOFF INC	R	10/16/2012		148.49CR	066137	
	I-2154472	INDOFF INC	R	10/16/2012		29.99CR	066137	
	I-2154523	INDOFF INC	R	10/16/2012		20.52CR	066137	
	I-2155204	INDOFF INC	R	10/16/2012		154.50CR	066137	
	I-2157006	INDOFF INC	R	10/16/2012		207.94CR	066137	
	I-2158775	INDOFF INC	R	10/16/2012		108.88CR	066137	
	I-2158836	INDOFF INC	R	10/16/2012		34.78CR	066137	1,469.33
0141	JEFFERSON FIRE & SAFETY INC							
	I-190406	JEFFERSON FIRE & SAFETY INC	R	10/16/2012		98.14CR	066138	98.14
3622	SONJA JENSEN							
	I-201210101512	SONJA JENSEN	R	10/16/2012		100.46CR	066139	100.46
2602	JOSSART BROTHERS INC							
	I-1661	JOSSART BROTHERS INC	R	10/16/2012		2,538.05CR	066140	2,538.05

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-D-222620001	JX ENTERPRISES INC	R	10/16/2012		46.06CR	066141	
	I-D-222640071	JX ENTERPRISES INC	R	10/16/2012		9.26CR	066141	
	I-D-222700114	JX ENTERPRISES INC	R	10/16/2012		237.49CR	066141	
	I-D-222710038	JX ENTERPRISES INC	R	10/16/2012		2,153.27CR	066141	
	I-D-222710087	JX ENTERPRISES INC	R	10/16/2012		10.18CR	066141	
	I-D-222720060	JX ENTERPRISES INC	R	10/16/2012		11.24CR	066141	
	I-D-222720106	JX ENTERPRISES INC	R	10/16/2012		4.04CR	066141	
	I-D-222750103	JX ENTERPRISES INC	R	10/16/2012		1,460.31CR	066141	
	I-D-222760064	JX ENTERPRISES INC	R	10/16/2012		178.98CR	066141	
	I-D-222760184	JX ENTERPRISES INC	R	10/16/2012		1,838.41CR	066141	5,949.24
1	KOSKE, VERONICA							
	I-201210101513	RENTAL REFUND	R	10/16/2012		65.00CR	066142	65.00
3140	KUNDINGER FLUID POWER INC							
	I-50206449	KUNDINGER FLUID POWER INC	R	10/16/2012		494.50CR	066143	494.50
5786	LEE, CINDY							
	I-201210101514	LEE, CINDY	R	10/16/2012		102.68CR	066144	102.68
0159	LEXIS NEXIS INC							
	I-1209264510	LEXIS NEXIS INC	R	10/16/2012		207.65CR	066145	207.65
6198	MAILFINANCE							
	I-H3560315	MAILFINANCE	R	10/16/2012		89.00CR	066146	89.00
1443	MARTIN SECURITY SYSTEMS INC							
	I-86820	MARTIN SECURITY SYSTEMS INC	R	10/16/2012		600.00CR	066147	600.00
0173	MENARDS INC							
	I-5835	MENARDS INC	R	10/16/2012		7.13CR	066148	7.13
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-21835	MILLER & ASSOC SAUK PRAIRIE IN	R	10/16/2012		29,780.00CR	066149	29,780.00
1475	MUNICIPAL CODE CORP							
	I-221738	MUNICIPAL CODE CORP	R	10/16/2012		1,642.12CR	066150	
	I-221998	MUNICIPAL CODE CORP	R	10/16/2012		500.00CR	066150	2,142.12
2933	NATIONAL PUBLIC EMPLOYER LABOR							
	I-MET2LER31012	NATIONAL PUBLIC EMPLOYER LABOR	R	10/16/2012		160.00CR	066151	160.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4194	NATIONAL TRUST HIST PRES							
	I-201210101515	NATIONAL TRUST HIST PRES	R	10/16/2012		20.00CR	066152	20.00
2821	NEENAH FOUNDRY COMPANY							
	I-64214	NEENAH FOUNDRY COMPANY	R	10/16/2012		315.00CR	066153	315.00
3191	NIELSON COMMUNICATIONS INC							
	I-GB12-14934	NIELSON COMMUNICATIONS INC	R	10/16/2012		78.00CR	066154	78.00
0190	NORTHEAST ASPHALT INC							
	I-12-07 (3)	NORTHEAST ASPHALT INC	R	10/16/2012		347,552.86CR	066155	347,552.86
0531	NORTHEAST AUTO PARTS INC							
	C-272209	NORTHEAST AUTO PARTS INC	R	10/16/2012		268.71	066156	
	I-271841	NORTHEAST AUTO PARTS INC	R	10/16/2012		12.63CR	066156	
	I-272047	NORTHEAST AUTO PARTS INC	R	10/16/2012		22.97CR	066156	
	I-272060	NORTHEAST AUTO PARTS INC	R	10/16/2012		114.27CR	066156	
	I-272080	NORTHEAST AUTO PARTS INC	R	10/16/2012		124.18CR	066156	
	I-272118	NORTHEAST AUTO PARTS INC	R	10/16/2012		21.65CR	066156	
	I-272203	NORTHEAST AUTO PARTS INC	R	10/16/2012		276.20CR	066156	
	I-272206	NORTHEAST AUTO PARTS INC	R	10/16/2012		78.84CR	066156	
	I-272216	NORTHEAST AUTO PARTS INC	R	10/16/2012		48.96CR	066156	
	I-272253	NORTHEAST AUTO PARTS INC	R	10/16/2012		49.74CR	066156	
	I-272259	NORTHEAST AUTO PARTS INC	R	10/16/2012		209.28CR	066156	
	I-272298	NORTHEAST AUTO PARTS INC	R	10/16/2012		29.98CR	066156	
	I-272336	NORTHEAST AUTO PARTS INC	R	10/16/2012		14.48CR	066156	
	I-272338	NORTHEAST AUTO PARTS INC	R	10/16/2012		77.31CR	066156	811.78
VOID	VOID CHECK		V	10/16/2012			066157	**VOID**
0187	NSIGHT TELSERVICES							
	I-201210111516	NSIGHT TELSERVICES	R	10/16/2012		34.70CR	066158	34.70
0966	OLD DOMINION BRUSH							
	I-30368-IN	OLD DOMINION BRUSH	R	10/16/2012		79.32CR	066159	
	I-30503-IN	OLD DOMINION BRUSH	R	10/16/2012		1,242.52CR	066159	1,321.84
0194	OLSON TRAILER & BODY LLC							
	I-C06783	OLSON TRAILER & BODY LLC	R	10/16/2012		390.56CR	066160	390.56
0499	PACK AND SHIP LLC							
	I-201210111517	PACK AND SHIP LLC	R	10/16/2012		30.86CR	066161	
	I-201210111518	PACK AND SHIP LLC	R	10/16/2012		30.36CR	066161	61.22

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1826	PAULSON HARDWARE INC I-201210111519	PAULSON HARDWARE INC	R	10/16/2012		19.90CR	066162	19.90
5469	PERFORMANCE DIESEL LLC I-31070	PERFORMANCE DIESEL LLC	R	10/16/2012		641.36CR	066163	641.36
3401	PETERS CONCRETE COMPANY INC I-12-09 (1)	PETERS CONCRETE COMPANY INC	R	10/16/2012		55,675.51CR	066164	55,675.51
6578	PRACTICE MNGMT INFO CORP I-782056	PRACTICE MNGMT INFO CORP	R	10/16/2012		95.12CR	066165	95.12
1434	PAULA RAHN I-201210111520	PAULA RAHN	R	10/16/2012		107.12CR	066166	107.12
1359	RAY O'HERRON CO INC I-58400-IN	RAY O'HERRON CO INC	R	10/16/2012		476.40CR	066167	476.40
0227	REINDERS INC I-1403269-00	REINDERS INC	R	10/16/2012		136.67CR	066168	136.67
1890	S I METALS AND SUPPLY I-134112 I-134132	S I METALS AND SUPPLY S I METALS AND SUPPLY	R R	10/16/2012 10/16/2012		35.03CR 43.50CR	066169 066169	 78.53
0235	SAINT VINCENT HOSPITAL I-33130	SAINT VINCENT HOSPITAL	R	10/16/2012		51.25CR	066170	51.25
4875	SANOFI PASTEUR I-900657989	SANOFI PASTEUR	R	10/16/2012		129.23CR	066171	129.23
4029	SERVICE MOTOR COMPANY I-CS89752	SERVICE MOTOR COMPANY	R	10/16/2012		106.07CR	066172	106.07
3234	SHERWIN WILLIAMS I-42901	SHERWIN WILLIAMS	R	10/16/2012		80.50CR	066173	80.50
6643	SIGTRONICS CORP I-115024	SIGTRONICS CORP	R	10/16/2012		170.75CR	066174	170.75
0406	SIMPLEXGRINNELL INC I-68198674	SIMPLEXGRINNELL INC	R	10/16/2012		433.00CR	066175	433.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0252	SOUTHSIDE TIRE CO INC							
	I-3019156	SOUTHSIDE TIRE CO INC	R	10/16/2012		279.15CR	066176	
	I-3019313	SOUTHSIDE TIRE CO INC	R	10/16/2012		20.90CR	066176	300.05
4094	STATE BAR OF WISCONSIN							
	I-464224	STATE BAR OF WISCONSIN	R	10/16/2012		61.34CR	066177	
	I-466797	STATE BAR OF WISCONSIN	R	10/16/2012		30.41CR	066177	91.75
0255	STELLPFUG LAW SC							
	I-406-01M (198)	STELLPFUG LAW SC	R	10/16/2012		1,280.40CR	066178	1,280.40
0258	SUPERIOR CHEMICAL CORP							
	I-3994	SUPERIOR CHEMICAL CORP	R	10/16/2012		223.25CR	066179	
	I-3995	SUPERIOR CHEMICAL CORP	R	10/16/2012		189.70CR	066179	
	I-3997	SUPERIOR CHEMICAL CORP	R	10/16/2012		149.85CR	066179	562.80
1903	TECHNOLOGY ARCHITECTS INC							
	I-10902474	TECHNOLOGY ARCHITECTS INC	R	10/16/2012		326.25CR	066180	
	I-10902475	TECHNOLOGY ARCHITECTS INC	R	10/16/2012		36.25CR	066180	362.50
0262	TEMPERATURE SYSTEMS INC							
	I-2095024-00	TEMPERATURE SYSTEMS INC	R	10/16/2012		124.92CR	066181	
	I-2095025-00	TEMPERATURE SYSTEMS INC	R	10/16/2012		98.04CR	066181	222.96
0272	UNIFORM SHOPPE INC							
	I-213181	UNIFORM SHOPPE INC	R	10/16/2012		119.90CR	066182	
	I-213323	UNIFORM SHOPPE INC	R	10/16/2012		80.95CR	066182	
	I-213624	UNIFORM SHOPPE INC	R	10/16/2012		17.90CR	066182	218.75
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6382	UNITED PARCEL SERVICE INC	R	10/16/2012		15.90CR	066183	15.90
4696	US CELLULAR							
	I-202075789-093	US CELLULAR	R	10/16/2012		118.13CR	066184	118.13
0857	USA BLUEBOOK							
	I-773910	USA BLUEBOOK	R	10/16/2012		255.46CR	066185	255.46
6619	VALLEY ADVERTISING LLC							
	I-809	VALLEY ADVERTISING LLC	R	10/16/2012		131.88CR	066186	131.88
1088	VALLEY PEST CONTROL							
	I-275604	VALLEY PEST CONTROL	R	10/16/2012		75.00CR	066187	
	I-297675	VALLEY PEST CONTROL	R	10/16/2012		130.00CR	066187	205.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4039621	VAN'S FIRE & SAFETY INC	R	10/16/2012		128.07CR	066188	128.07
3707	VIKING ELECTRIC SUPPLY							
	I-6724364	VIKING ELECTRIC SUPPLY	R	10/16/2012		6,738.08CR	066189	6,738.08
3606	VISIONS UPHOLSTERY AND CANVAS LLC							
	I-6745	VISIONS UPHOLSTERY AND CANVAS	R	10/16/2012		60.00CR	066190	60.00
1054	VOSS SIGNS LLC							
	I-S-146020	VOSS SIGNS LLC	R	10/16/2012		397.50CR	066191	397.50
0291	WI DEPT OF JUSTICE TIME	MADISON						
	I-201210111523	WI DEPT OF JUSTICE TIME	MADI	R 10/16/2012		105.00CR	066192	105.00
0537	WI EMERGENCY MNGMT/SERB							
	I-172532	WI EMERGENCY MNGMT/SERB	R	10/16/2012		246.00CR	066193	
	I-172533	WI EMERGENCY MNGMT/SERB	R	10/16/2012		246.00CR	066193	
	I-172535	WI EMERGENCY MNGMT/SERB	R	10/16/2012		246.00CR	066193	
	I-172540	WI EMERGENCY MNGMT/SERB	R	10/16/2012		246.00CR	066193	984.00
6644	CAROL WILLEMS							
	I-201210111521	CAROL WILLEMS	R	10/16/2012		140.00CR	066194	140.00
0300	ZARNOTH BRUSH WORKS INC							
	I-140741-IN	ZARNOTH BRUSH WORKS INC	R	10/16/2012		131.70CR	066195	131.70

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	111	0.00	1,149,745.76	1,149,745.76
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:	1	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:	112	0.00	1,149,745.76	1,149,745.76

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	10/2012	79,202.69CR
201	10/2012	458.37CR
208	10/2012	134.05CR
209	10/2012	347.83CR
235	10/2012	162.24CR
260	10/2012	6,738.08CR
405	10/2012	1,044,040.84CR
460	10/2012	2,222.04CR
601	10/2012	13,121.42CR
650	10/2012	3,318.20CR

ALL 1,149,745.76CR

CITY OF DE PERE - OCTOBER 16, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2012-2014 Licensing Period					
1	FISHER, DANIEL T.	1823 ARGONNE DRIVE	GREEN BAY	WI	54304
2	JOHNSON, MICHAEL J.	1479 EMILIE	GREEN BAY	WI	54301
3	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	ARENDT, AMANDA L.	1026 S. ERIE ST., #1	DE PERE	WI	54115
2	DELACRUZ, ADRIAN	1241 APACHE AVE., #8	GREEN BAY	WI	54313
3	JACKSON, ALEXANNEDRA E.	1193 S. ERIE ST.	DE PERE	WI	54115
4	JANQUART, ANDREW R.	2699 GREENBRIER RD.	GREEN BAY	WI	54311
5	JENDESKI, BLAKE D.	627 N. SUPERIOR ST.	DE PERE	WI	54115
6	KNOKE, AARON	1310 FRANCO CT.	DE PERE	WI	54115
7	KYLES, STEPHANIE J.	2395 MERRY CREEK CT.	GREEN BAY	WI	54311
8	LANE, TRAVIS	4226 WHISPER LN.	DE PERE	WI	54115
9	LANGEMAK, LEANNE M.	2581 PARKWOOD DR.	GREEN BAY	WI	54304
10	LORET, KAYLA J.	922 CLEMENT, APT. 3	GREEN BAY	WI	54302
11	MATHYS-PIERCE, MARCIA M.	128 E. BRIAR LN.	GREEN BAY	WI	54301
12	NAPIER, RANDI J.	1296 CROWN CT.	DE PERE	WI	54115
13	ROUSE, ASHLEY R.	1366 S. NINTH ST.	DE PERE	WI	54115
14	SECOR, TYLER W.	1394 O'KEEFE RD.	DE PERE	WI	54115
15	VAN DYKE, JACOB M.	2410 SYCAMORE DR., APT. 21	GREEN BAY	WI	54311
16	VIGO, AMANDA L.	1129 MORRIS AVE.	GREEN BAY	WI	54304
17	ZELHOFFER, RYAN T.	2626 TROJAN DR.	GREEN BAY	WI	54304
18	ZENZ, HEATHER M.	273 DESPLAINE RD.	DE PERE	WI	54115