

NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **OCTOBER 9, 2012 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

This meeting is rebroadcast on Time Warner Cable Channel 4 and Channel 99 U-verse throughout the week.

***Agenda item requires City Council action.**

AGENDA FOR SAID MEETING

1. Roll call.
2. Approval of the minutes of the September 11, 2012 regular meeting and the September 18, 2012 special meeting of the Finance/Personnel Committee.
3. Overtime report of the Fire Department for the month of September.
4. Overtime report of the Police Department for the month of September.
5. Overtime report of the Engineering Department for the month of September.
6. Approve revolving loan documents for Nick Brothers Partnership.
7. Consider the following donations from the estate of Marian S. Holmes:
 - A. \$12,000 to the Police Department to purchase defibrillators. *
 - B. \$13,000 to the Fire Department to purchase a thermal imaging camera. *
8. Consider Police Department continued participation in OWI Saturation Patrols Grant for 2013. *
9. Consideration of Police Department traffic Speed Enforcement Grant application. *
10. Consideration of Police Department traffic Click It or Ticket Grant application. *
11. Consideration of Agreement with Bay Towel for City Hall. *
12. Consideration of West Loyalty Program contract for Law Library subscriptions. *
13. Consideration of Wastewater Rate Study proposals. *
14. Public comment and announcements.
15. Future agenda items.

16. Adjournment.

Lawrence Delo
City Administrator

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., October 8, 2012 so that arrangements can be made.

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

Brown County Library, De Pere Branch

De Pere Journal

Green Bay Press-Gazette

De Pere Chamber of Commerce

TV & Radio

Bay Towel, 2580 South Broadway, De Pere, WI 54115

John Nick, 605 N Broadway, De Pere, WI 54115

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

**FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – September 11, 2012**

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, September 11, 2012.

Mayor Walsh called the meeting to order at 7:31 p.m. Roll call was taken and the following members were present: Alderpersons Kathleen Van Vonderen, Michael Donovan, Daniel Robinson and Larry Lueck. Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Planning and Economic Development Director Ken Pabich, Finance Director Joe Zegers and members of the public.

Alderman Robinson moved, seconded by Alderman Donovan, to approve the minutes of the August 14, 2012 meeting. Upon vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of August 2012. Mayor Walsh moved, seconded by Alderman Van Vonderen to approve the overtime report. Alderman Van Vonderen questioned the increase in standbys and staffing replacement. Chief Kiser explained the increase in standbys was due to dual calls which emptied both stations and staffing replacement was due to vacation. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of August 2012. Alderman Van Vonderen moved, seconded by Alderman Robinson, to approve the overtime report. Alderman Van Vonderen questioned the increase in officer training and staffing level. Chief Beiderwieden explained the increase in officer training was due to mandatory firearms training and staffing level was due to vacations and being two officers down in the department. Chief Beiderwieden also noted that investigation was higher due to several investigations that included weekends. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of August 2012. Alderman Robinson moved, seconded by Alderman Donovan, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Consider request for payment to Tom Gavic for Facade Grant project work at 301 Main Avenue. Alderman Lueck moved, seconded by Alderman Donovan to approve payment of the facade grant. Upon vote, motion carried unanimously.

7. Consideration of Initial Resolution and Waiver Resolution for Industrial Revenue Bond financing request of Washworld of De Pere, LLC and/or Wash World, Inc. Alderman Lueck moved, seconded by Mayor Walsh to approve the bond financing request. Alderman Donovan moved, seconded by Alderman Robinson to open the meeting. Upon vote, motion carried unanimously.

Mike Willis, Bond Counsel, 130 E. Walnut Street, Green Bay, responded to committee member questions regarding the bond financing.

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Mayor Walsh moved, seconded by Alderperson Donovan to return to regular order. Upon vote, motion was carried unanimously. Upon discussion and vote, motion to approve the bond financing request was approved unanimously.

Mayor Walsh moved, seconded by Alderperson Donovan to return to regular. Upon vote, motion carried unanimously. Upon discussion motion to approve bond financing request was approved unanimously.

8. Donation of computer from Wal-Mart to the Police Department for investigations and/or use at crime scenes. Alderperson Van Vonderen moved, seconded by Alderperson Donovan to accept the computer donation. Upon vote, motion was approved unanimously.

9. Consider Fire Department Telephone Contract renewal with U.S. Cellular. Alderperson Robinson moved, seconded by Mayor Walsh to renew the cellular contract. Upon vote, motion was approved with 4 ayes and 1 abstention. Alderperson Lueck abstained; all others voted aye.

10. Consider Police/School Liaison Agreement Renewal. Alderperson Van Vonderen moved, seconded by Alderperson Lueck to renew the liaison agreements. Upon vote, motion was approved unanimously.

11. Consider revisions to General Penalty Provisions of §1-11 De Pere Municipal Code. City Attorney Schmidt-Lehman provided an overview and responded to committee member questions regarding the proposed maximum forfeiture increase. Upon discussion, Mayor Walsh moved, seconded by Alderperson Donovan to approve the maximum forfeiture increase to \$2,000. Upon vote, motion was approved unanimously.

12. Consider Impound Agreement between the City of De Pere and Bay Area Humane Society. Alderperson Lueck moved, seconded by Alderperson Robinson, to approve the agreement. Upon discussion and vote, motion was approved unanimously.

13. Discussion regarding "How to Run for Local Office" guide. City Administrator Delo asked the committee for comments regarding the guide that was presented at the August 21, 2012 Common Council meeting. Upon discussion, Alderperson Robinson moved to forward the guide to the Common Council for approval. Motion failed due to lack of a second.

14. Discussion regarding 2013 Budget. Administrator Delo reported on the current status of the budget and budget schedule.

15. Briefing report on two or three personnel for ambulance staffing. Chief Kiser reviewed his briefing report and responded to committee member questions. Alderperson Donovan moved, seconded by Alderperson Robinson to open the meeting. Upon vote, motion carried unanimously.

Tom Nelson, 734 S. Melcorn Circle, De Pere, spoke in support of three personnel for ambulance staffing.

Alderperson Donovan moved, seconded by Mayor Walsh to return to regular order. Upon vote, motion carried unanimously. Item was for discussion purposes only; no action was taken.

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16. Consider request to fill patrol officer position vacancy. Chief Beiderwieden amended his request to include the filling of two positions. Upon discussion, Alderperson Donovan moved, seconded by Alderperson Van Vonderen to allow for the hiring process to include filling two positions. Upon vote, motion was approved unanimously.

17. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment and there was no one present who wished to speak so public comment was closed.

18. Future Agenda Items. None.

Upon motion by Mayor Walsh, seconded by Alderperson Van Vonderen, the Finance/Personnel Committee unanimously adjourned at 9:04 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

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FINANCE/PERSONNEL COMMITTEE CITY OF DE PERE, WISCONSIN – September 18, 2012

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in special session at the Council Chambers in City Hall, on Tuesday, September 18, 2012.

Mayor Walsh called the meeting to order at 7:15 p.m. Roll call was taken and the following members were present: Alderpersons Kathleen Van Vonderen, Daniel Robinson and Larry Lueck. Alderperson Donovan was excused. Also present: Planning and Economic Development Director Ken Pabich.

2. Amendment for Revolving Loan for Sit & Stay Pet Resort, LLC. Alderperson Lueck moved, seconded by Alderperson Van Vonderen to approve the amendment. Upon discussion and vote, motion was approved unanimously.

Upon motion by Mayor Walsh, seconded by Alderperson Lueck, the Finance/Personnel Committee unanimously adjourned at 7:20 p.m.

Respectfully submitted,

Ken Pabich
Planning and Economic Development Director

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2011

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	347.25	362.25	458	305.25	275.5	346.75	455	354.5	363.5	378.25	428	391.5	4464.75
EMS TRAINING	283	92.25	84.75	159.25	36.5	4.75	0	0	140.25	89.75	53.75	160.25	1104.5
FIRE TRAINING	19.5	92.25	100.25	285.25	93.5	10.75	10.5	13.5	18	48.5	6.5	3	701.5
RESCUE CALLS	10	14.5	12.5	14.5	3.25	152.75	16.75	18	19	10.5	4.25	10.25	286.25
FIRE CALLS	6	0.75	0	0	0	0	0	0	0	0	1.5	34.5	42.75
OFFICER MTGS.	9	11.25	3	9	6.75	13	4.5	12	5	12	9	28.75	123.25
STAFFING REP.	210	118.5	202.5	0	3	0	144.5	0	18	132.75	132.5	4.5	966.25
MAINTENANCE	0	0	8	6	0	40.5	0	0	0	22.25	0	0	76.75
PUB. ED.	0	0	13.5	6	1.5	0	0	0	6.75	37.5	0.5	0	65.75
# FIRE RUNS	32	20	35	35	39	20	47	39	48	32	24	39	408
# of EMS RUNS	138	127	154	148	177	132	165	139	136	176	129	142	1765
TOTAL HRS.	884.75	691.75	882.5	785.25	420	567.5	631.25	398	570.5	731.5	636	632.75	7831.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84	57.75	66	99.5	27	20	45	76.5				551
EMS TRAINING	52.5	96	69	92.75	28	2.5	16.5	21.5	75.75				454.5
FIRE TRAINING	3	16	67.5	55	55.75	0	10.75	13	51.5				272.5
RESCUE CALLS	24.75	18.5	3.5	9	15.75	7	25.75	5.5	17.25				127
FIRE CALLS	32	24	0	11.25	3	14.25	27.75	25.25	3				140.5
OFFICER MTGS.	3	16	11.5	14	9	4	0	4.5	16				78
STAFFING REP.	75.75	3.75	50.25	4.5	42.75	0	108	132	90				507
MAINTENANCE	11.5	27	8	0	38.25	5.25	0	0	15				105
PUB. ED.	0	0	2.5	13.5	0	0	0	0	6.75				22.75
# FIRE RUNS	20	21	24	35	28	29	43	29	29				258
# of EMS RUNS	147	130	127	152	161	127	143	143	159				1289
TOTAL HRS.	277.75	285.25	270	266	292	60	208.75	246.75	351.75	0	0	0	2258.25

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 9/21/2012 53.3% \$50,415 used

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2012

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	9.5	10.5	4.5	8.4	14.49	3.4	2.5	7					60.29
LAWRENCE	9	18.9	7.5	6	10.08	3.7	1.8	7					63.98
ALLOUEZ	0	0	0	0	0	0.0	0	0					0
ASHWAUBENON	0.5	3.5	0	2.8	8.19	1.4	0.7	6.5					23.59
CTY RESCUE	0	0	0	0	0.63	0.0	0	0.5					1.13
OTHER	0	0	0.5	0	1.26	0.0	0	0					1.76
TOTAL HRS.	19	32.9	12.5	17.2	34.65	8.5	5	21	0	0	0	0	150.75

DE PERE FIRE/RESCUE MONTHLY LOG 2012

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1280	9/1/2012	256	CD	M	A121		X	V			0
1281	9/1/2012	325	CD	M	A111		X	V			0
1282	9/1/2012	1133	CD	M	A121		X	N			0
1283	9/1/2012	1643	CD	M	A121	X		V			0
1284	9/1/2012	1732	CD	M	A111	X		V			0
1285	9/1/2012	2311	CD	F	E111,E121,L111						0
1286	9/2/2012	405	CD	M	A121	X		V			0
1287	9/2/2012	918	CD	M	A121,E121		X	N			0
1288	9/2/2012	1550	CD	M	A121		X	N			0
1289	9/3/2012	418	LA	M	A121	X		M			0
1290	9/3/2012	900	CD	M	A121	X		B			0
1291	9/3/2012	1921	CD	F	E111						0
1292	9/3/2012	2034	CD	M	A121		X	N			0
1293	9/4/2012	8	CD	M	A121		X	V			0
1294	9/4/2012	716	LA	M	A121			B			0
1295	9/4/2012	805	CD	M	A111		X	B			0
1296	9/4/2012	1556	CD	M	A121		X	N			0
1297	9/4/2012	1815	ASH	M	A121			N	3		0
1298	9/4/2012	2349	CD	M	A121	X		V			0
1299	9/5/2012	923	CD	F	E121,A121,E111,L111						0
1300	9/5/2012	950	CD	F	E111,A122						0
13001	9/5/2012	950	CD	M	A111	X		V			0
13002	9/5/2012	950	CD	M	A6011	X		V		2	0
1301	9/5/2012	1213	LA	F	E121						0
13011	9/5/2012	1213	LA	M	A122		X	B			0
1302	9/5/2012	1939	CD	M	A122	X		V			0
1303	9/5/2012	1952	CD	M	A111		X	N			0
1304	9/5/2012	2131	CD	M	A122		X	A			0
1305	9/5/2012	508	CD	M	A122	X		M			0
1306	9/6/2012	729	LA	M	A122		X	N			0
1307	9/6/2012	1456	CD	F	E121						0
1308	9/6/2012	1559	CD	M	A121		X	A			0
1309	9/6/2012	1618	CD	M	A111	X		N			0
1310	9/6/2012	1653	CD	M	11,A121,E111,E121,C1	X		V			0
1311	9/6/2012	1905	CD	M	A111,A121,E111	X		B			0
1312	9/7/2012	551	CD	M	A121	X		V			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1313	9/7/2012	634	CD	M	A111		X	B			0
1314	9/7/2012	1611	CD	M	A121		X	N			0
1315	9/8/2012	1327	CD	M	A121	X		V			0
1316	9/8/2012	1647	CD	M	A121	X		V			0
1317	9/8/2012	2130	CD	M	A121		X	M			0
1318	9/9/2012	552	CD	M	A121		X	M			0
1319	9/9/2012	748	LE	M	A111	X		B			0
1320	9/9/2012	913	CD	M	A121	X		N			0
1321	9/9/2012	1241	LE	M	A111	X		V			0
1322	9/9/2012	1510	CD	M	A121	X		B			0
1323	9/9/2012	1724	CD	M	A111	X		B			0
13241	9/9/2012	1807	LA	M	A121		X	V			0
13242	9/9/2012	1811	LA	M	A111		X	N			0
1325	9/9/2012	1859	CD	M	A111	X		M			0
1326	9/9/2012	1909	CD	M	A121		X	N			0
1327	9/9/2012	1939	CD	M	A121		X	V			0
1328	9/10/2012	105	CD	M	A121	X		V			0
1329	9/10/2012	851	CD	M	A121		X	A			0
1330	9/10/2012	1013	CD	M	A121		X	N			0
1331	9/10/2012	1159	CD	M	A111	X		A			0
1332	9/10/2012	1355	ASH	M	A121		X	M			0
1333	9/10/2012	1803	ASH	M	A121	X		A	3		0
1334	9/10/2012	2106	LE	M	A111	X		V			0
1335	9/11/2012	754	CD	M	A111	X		V			0
1336	9/11/2012	1211	AS	M	A121		X	N	3		0
1337	9/11/2012	1321	LE	M	A111		X	N			0
1338	9/11/2012	1643	CD	M	A111	X		N			0
1339	9/11/2012	1917	CD	M	A111		X	N			0
1340	9/12/2012	655	CD	M	A121		X	V			0
1341	9/12/2012	816	LA	M	A121	X		V			0
1342	9/12/2012	821	CD	M	A111	X		V			2
1343	9/12/2012	1246	CD	M	A121	X		V			0
1344	9/12/2012	1259	ASH	M	A111	X		M	3		1
1345	9/12/2012	1721	CD	M	A111		X	B			0
1346	9/12/2012	2121	LE	M	A111		X	V			0
1347	9/13/2012	541	CD	M	A121,A111	X		V			0
1348	9/13/2012	607	LE	M	A111,E111	X		N			2
1349	9/13/2012	858	CD	M	A121		X	B			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1350	9/13/2012	901	CD	M	A111		X	V			2
1351	9/13/2012	906	CD	M	E111	X		N		2	0
1352	9/13/2012	1708	CD	M	A121		X	V			0
1353	9/13/2012	1732	CD	F	E111						0
13531	9/13/2012	1732	CD	M	A111		X	B			0
1354	9/13/2012	1856	CD	F	11,E121,L111,A121,C1						0
1355	9/13/2012	2334	CD	M	A121		X	A			0
1356	9/14/2012	36	CD	F	E111,E121						0
13561	9/14/2012	36	CD	M	A111,A121		X	N			0
1357	9/14/2012	638	CD	M	A111	X		V			0
1358	9/14/2012	915	LE	M	A111	X		V			0
1359	9/14/2012	1444	CD	M	A121	X		V			0
1360	9/14/2012	1600	CD	M	A111	X		V			0
1361	9/14/2012	1758	CD	M	A111	X		A			0
1362	9/15/2012	235	LE	M	A111	X		V			0
1363	9/15/2012	555	CD	M	A121	X		A			0
1364	9/15/2012	1212	LE	M	A111	X		B			0
1365	9/15/2012	1242	CD	M	A121		X	B			0
1366	9/15/2012	1824	CD	F	E121						0
1367	9/16/2012	57	CD	M	A121,A111	X		V			0
1368	9/16/2012	1015	CD	F	E111						0
13681	9/16/2012	1015	CD	M	A121		X	N			0
1369	9/16/2012	1456	LE	M	A111	X		V			0
1370	9/16/2012	1556	CD	M	A111		X	V			0
1371	9/16/2012	1658	AS	F	E121,C190				5		0
1372	9/16/2012	1709	AS	M	A111,C190				4		1
13721	9/16/2012	1709	AS	M	A111		X	N			0
13722	9/16/2012	1709	AS	M	A111		X	N			0
13723	9/16/2012	1709	AS	M	A111		X	N			0
13724	9/16/2012	1709	AS	M	A111		X	N			0
13725	9/16/2012	1709	AS	M	A111		X	N			0
13726	9/16/2012	1709	AS	M	A111		X	N			0
13727	9/16/2012	1709	AS	M	A111		X	N			0
1373	9/16/2012	1728	LA	M	A121	X		B			0
1374	9/17/2012	841	CD	M	A121,U111	X		M			0
1375	9/17/2012	908	CD	M	A111		X	V			4
1376	9/17/2012	1201	LE	M	A111	X		V			0
1377	9/17/2012	1454	CD	M	A121,A111		X	N			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1378	9/17/2012	1721	CD	F	E111						0
1379	9/17/2012	1930	CD	M	A111	X		B			0
1380	9/18/2012	1206	LA	M	A122		X	B			0
1381	9/18/2012	1818	LA	M	A122,A111		X	B			0
1382	9/18/2012	2005	CD	M	A122	X		B			0
1383	9/18/2012	200	CD	M	A111	X		A			0
1384	9/19/2012	2101	AS	F	L111,A122				4		1
1385	9/20/2012	114	CD	M	A122		X	V			0
1386	9/20/2012	1123	CD	M	A111		X	N			0
1387	9/20/2012	0	GB	F	L111				3		0
1388	9/20/2012	1215	GB	F	C190,L111, E111				5		6
1389	9/20/2012	1238	CD	M	A111	X		V			0
1390	9/20/2012	1420	CD	M	A111,E121	X		V			0
1391	9/20/2012	1956	LA	M	A121	X		M			0
1392	9/21/2012	951	LA	M	A122	X		B			0
1393	9/21/2012	1704	CD	M	A111	X		B			0
1394	9/21/2012	1723	CD	M	A121		X	V			0
1395	9/21/2012	2037	CD	M	A121		X	A			0
1396	9/21/2012	2045	CD	M	A111		X	V			1
1397	9/22/2012	312	CD	F	11,E121,A121,L111,C1						0
1398	9/22/2012	746	AS	M	A121			N			0
1399	9/22/2012	816	CD	M	A121		X	V			0
1400	9/22/2012	1415	CD	M	A121	X		A			0
1401	9/22/2012	1646	CD	F	E111						0
1402	9/23/2012	206	CD	M	A121		X	N			0
1403	9/23/2012	256	CD	M	A121			N			0
1404	9/23/2012	435	CD	M	A121	X		B			0
1405	9/23/2012	659	CD	M	A121		X	N			0
1406	9/23/2012	753	CD	M	A111		X	A			0
1407	9/23/2012	1038	LE	M	A111		X	N			0
1408	9/23/2012	1248	CD	F	E121						0
1409	9/24/2012	323	CD	M	A111		X	B			0
1410	9/24/2012	630	CD	M	A121		X	V			0
1411	9/24/2012	653	CD	F	E111						0
1411	9/24/2012	653	CD	M	A111		X	A			0
1412	9/24/2012	902	CD	M	A111	X		B			0
1413	9/24/2012	1244	CD	M	A121		X	V			0
1414	9/24/2012	1307	CD	M	A111		X	N			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1415	9/24/2012	1610	CD	M	A111	X		A			0
1416	9/24/2012	2253	CD	M	A111	X		V			0
1417	9/24/2012	2314	CD	M	A121,E111		X	V			1
1418	9/25/2012	1812	CD	M	A121	X		V			0
1419	9/25/2012	2012	CD	F	11,E122,L111,A121,C1						0
1420	9/25/2012	2157	CD	M	A121	X		V			0
1421	9/26/2012	1030	CD	M	A111,E111,A122,E122	X		A			1
1422	9/26/2012	1300	CD	M	A121		X	A			0
1423	9/26/2012	1422	CD	F	22,E111,L111,C101,U1						0
1424	9/26/2012	1646	CD	M	A121	X		V			0
1425	9/26/2012	1648	CD	M	A111		X	A			0
1426	9/26/2012	1810	CD	F	E111						0
1427	9/26/2012	2210	CD	M	A111		X	N			0
1428	9/26/2012	2214	LA	M	A121		X	M			1
1429	9/27/2012	437	CD	F	E121						0
1430	9/27/2012	1039	CD	M	A111		X	A			0
1431	9/27/2012	1124	CD	M	A121	X		V			0
1432	9/27/2012	1704	AL	F	E111						0
1433	9/27/2012	2250	CD	F	11,L111,E121,A121,C1						0
1434	9/28/2012	50	CD	M	A121		X	N			0
1435	9/28/2012	145	CD	M	A121		X	N			0
1436	9/28/2012	449	CD	M	A121		X	N			0
1437	9/28/2012	1111	LE	M	A111	X		A			0
1438	9/28/2012	1405	CD	M	A121	X		B			0
1439	9/28/2012	1517	LE	M	A111	X		B			0
1440	9/28/2012	1706	CD	F	E122,A111						0
1441	9/28/2012	1724	CD	M	A121		X	V			0
1442	9/28/2012	2035	CD	M	A111,U111	X		V			0
1443	9/29/2012	738	CD	M	A121	X		V			0
1444	9/29/2012	1102	CD	M	A121		X	A			0
1445	9/29/2012	1220	CD	M	A121		X	V			0
1446	9/29/2012	1311	LA	M	A121	X		A			0
1447	9/29/2012	2345	CD	M	A121		X	V			0
1448	9/30/2012	920	CD	M	A121	X		V			0
1449	9/30/2012	1302	CD	M	E121						0
1450	9/30/2012	1758	CD	M	A121		X	N			0
1451	9/30/2012	2144	CD	M	A121			N			0
1452	9/30/2012	2148	CD	M	A121		X	B			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
188				188		73	81	159	9	2	

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF SEPTEMBER, 2012				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
HERMANS, D.	1-Sep	1.00	3.00	WORK OVER FIRE
ANNEN	4-Sep	2.67	4.00	OFFICERS MEETING
BALCER	4-Sep	2.67	4.00	OFFICERS MEETING
CHESLOCK	4-Sep	2.67	4.00	OFFICERS MEETING
MATZKE	4-Sep	2.67	4.00	OFFICERS MEETING
CODY	7-Sep	1.33	2.00	WORK OVER EMS
RIEDI	7-Sep	0.50	0.75	WORK OVER EMS
SINKLER	7-Sep	0.50	0.75	WORK OVER EMS
RIEDI	7-Sep	0.50	0.75	PUB. EDUCATION
WITT	9-Sep	0.17	0.25	WORK OVER EMS
BROWN	10-Sep	5.00	7.50	MAINTENANCE
PANSIER	10-Sep	5.00	7.50	MAINTENANCE
ANNEN	10-Sep	3.00	4.50	PARAMEDIC CME
SINKLER	10-Sep	3.00	4.50	PARAMEDIC CME
ANNEN	10-Sep	2.67	4.00	FIRE TRAINING
JANSEN	11-Sep	1.00	1.50	PUB. EDUCATION
ANNEN	11-Sep	2.50	3.75	FIRE TRAINING
HERMANS, D.	12-Sep	1.00	1.50	WORK OVER EMS
PANSIER	12-Sep	1.00	3.00	EMS STANDBY
WESSLEY	12-Sep	1.00	3.00	EMS STANDBY
PANSIER	12-Sep	1.00	3.00	EMS STANDBY
ANNEN	12-Sep	6.50	9.75	ACLS
ANNEN	12-Sep	3.00	4.50	FIRE TRAINING
BALCER	13-Sep	1.00	3.00	EMS STANDBY
PANSIER	13-Sep	1.00	3.00	EMS STANDBY
NELSON	13-Sep	0.50	0.75	WORK OVER EMS
BALCER	13-Sep	1.00	3.00	EMS STANDBY
WESSLEY	13-Sep	1.00	3.00	EMS STANDBY
CODY	14-Sep	1.33	2.00	WORK OVER EMS
RIEDI	14-Sep	1.00	1.50	WORK OVER EMS
SINKLER	14-Sep	1.00	1.50	WORK OVER EMS
NELSON	15-Sep	0.50	0.75	WORK OVER EMS
PANSIER	16-Sep	1.50	3.00	EMS STANDBY
ANNEN	17-Sep	1.00	3.00	EMS STANDBY
HERMANS, B.	17-Sep	1.00	3.00	EMS STANDBY
RIEDI	17-Sep	1.50	1.50	EMS TRAINING
RIEDI	17-Sep	1.00	3.00	EMS STANDBY
PANSIER	17-Sep	1.00	3.00	EMS STANDBY
ANNEN	17-Sep	3.00	4.50	FIRE TRAINING
WEYERS	17-Sep	1.50	1.50	EMS TRAINING
BALCER	19-Sep	2.00	3.00	FIRE TRAINING
HERMANS, D.	19-Sep	12.00	18.00	STAFFING REPLACEMENT
ANNEN	19-Sep	1.50	2.75	FIRE TRAINING
ANNEN	19-Sep	3.00	4.50	FIRE TRAINING
ANNEN	19-Sep	1.75	3.00	FIRE STANDBY
BROWN	20-Sep	5.00	7.50	FIRE TRAINING
HENDRICKS, TM.	20-Sep	12.00	18.00	STAFFING REPLACEMENT
ANNEN	20-Sep	12.00	18.00	STAFFING REPLACEMENT
DE WEERT	20-Sep	1.50	2.25	PUB. EDUCATION

WESSLEY	20-Sep	1.50	2.25	PUB. EDUCATION
DE WEERT	20-Sep	1.50	3.00	FIRE STANDBY
CHESLOCK	20-Sep	1.75	3.00	FIRE STANDBY
HENDRICKS, TM.	20-Sep	3.33	5.00	FIRE STANDBY
NELSON	20-Sep	3.33	5.00	FIRE STANDBY
HERMANS, B.	20-Sep	3.50	5.00	FIRE STANDBY
PANSIER	20-Sep	3.00	4.50	FIRE STANDBY
PANSIER	21-Sep	1.00	3.00	EMS STANDBY
BROWN	24-Sep	0.75	1.00	WORK OVER EMS
JANSEN	24-Sep	0.75	1.00	WORK OVER EMS
WESSLEY	24-Sep	0.75	1.00	WORK OVER EMS
HERMANS, B.	24-Sep	1.00	1.50	WORK OVER EMS
ANNEN	24-Sep	0.75	1.00	WORK OVER EMS
JANSEN	24-Sep	1.00	3.00	EMS STANDBY
DEVILEY	24-Sep	3.00	4.50	PARAMEDIC CME
BALCER	24-Sep	3.00	4.50	PARAMEDIC CME
JANSEN	24-Sep	3.00	4.50	PARAMEDIC CME
ANNEN	24-Sep	3.33	5.00	FIRE TRAINING
GATZ	25-Sep	3.00	4.50	PARAMEDIC CME
WEYERS	25-Sep	3.00	4.50	PARAMEDIC CME
NELSON	25-Sep	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	25-Sep	3.00	4.50	PARAMEDIC CME
PUETZ	25-Sep	3.00	4.50	PARAMEDIC CME
MATZKE	25-Sep	3.00	4.50	PARAMEDIC CME
PANSIER	25-Sep	3.00	4.50	PARAMEDIC CME
ANNEN	26-Sep	1.50	3.00	EMS STANDBY
PANSIER	26-Sep	1.00	3.00	EMS STANDBY
HENDRICKS, TD	26-Sep	3.00	4.50	PARAMEDIC CME
BROWN	26-Sep	3.00	4.50	PARAMEDIC CME
ANNEN	26-Sep	4.00	6.00	FIRE TRAINING
ANNEN	26-Sep	4.00	6.00	FIRE TRAINING
HERMANS, D.	28-Sep	12.00	18.00	STAFFING REPLACEMENT
PANSIER	28-Sep	12.00	18.00	STAFFING REPLACEMENT
		218.67	351.75	

Number of Standbys

23

DE PERE FIRE RESCUE REPORT

FOR THE MONTH OF SEPTEMBER 2012

RUN LOCATION	CITY OF DE PERE	TOWN OF LEDGEVIEW	TOWN OF LAWRENCE	VILLAGE OF ASHWAUBENON	MUTUAL AID RESPONSES	TOTALS
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	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	118	915	14	152	14	161	1	6	12	55	159	1289
RUNS TRANSPORTED	90	708	11	123	12	127	1	6	2	37	116	1000
ALS RUNS	54	468	11	89	6	79	0	3	2	13	73	652
%ALS OF RUNS TRANS.	60%	66%	100%	72%	50%	62%	0%	50%	100%	35%	63%	65%
%ALS/ALL RUNS	46%	51%	79%	59%	43%	49%	0%	50%	17%	24%	46%	51%

RUN DESTINATION

AURORA
BELLIN
ST. MARYS
ST. VINCENT
NO TRANSPORT
TOTALS

MONTH	YTD
21	172
27	219
10	124
58	480
<u>43</u>	<u>294</u>
159	1289

TOTALS ARE CORRECT

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
1297	ASHWAUBENON	FULL SQD.
1333	ASHWAUBENON	FULL SQD.
1336	ASHWAUBENON	FULL SQD.
1344	ASHWAUBENON	FULL SQD.
1372	AIRPORT 7 PTS.	FULL SQD.
1398	ASHWAUBENON	FULL SQD.

Mutual Aid Received

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
1300	COUNTY RESCUE	FULL SQD.
1351	ALLOUEZ	FULL SQD.

DE PERE FIRE RESCUE MONTHLY REPORT

SEPTEMBER, 2012

	CITY OF DE PERE	TOWN OF LAWRENCE	TOWN OF LEDGEVIEW	VILLAGE OF ASHWAUBENON	MUTUAL AID	TOTAL RESPONSES
FIRE INCIDENTS (other)	17	0	0	2	2	21
ACTUAL FIRE INCIDENTS	1	0	0	1	1	3
EXTRICATION	0	0	0	0	0	0
RESCUE CALLS	118	14	14	1	12	159
PUBLIC SERVICE	5	0	0	0	0	5
TOTALS	141	14	14	4	15	188

ESTIMATED TOTAL FIRE LOSS FOR MONTH \$250

NUMBER OF FF'S ON DUTY	PER DAY
9 FF'S ON DUTY	0
8 FF'S ON DUTY	9
7 FF'S ON DUTY	11
6 FF'S ON DUTY	10

NUMBER OF PARAMEDICS ON DUTY	PER DAY
3 PARAMEDICS ON DUTY	6
4 PARAMEDICS ON DUTY	6
5 PARAMEDICS ON DUTY	10
6 PARAMEDICS ON DUTY	8

RESPONSE BY UNITS	
ENGINE 111	24
ENGINE 121	16
ENGINE 122	4
LADDER 111	10
AMBULANCE 111	73
AMBULANCE 121	88
AMBULANCE 122	13
CHIEF 101	6
CHIEF 102	0
UTILITY 111	3
BOAT	0
TOTAL	237

**DE PERE FIRE RESCUE
SEPTEMBER, 2012**

***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS SICK LEAVE	OVERTIME
9/19	24	18
9/20	24	36
9/28	24	36
TOTAL	72	90

*Overtime generated when staffing levels fall below minimum, as a result of sick leave.

Fire Department, City of De Pere, WI

Monthly Standby Activity Report

Date Between {09/01/2012} And {09/30/2012}

Date:	Activity Code	Activities Performed	Total Hrs	Pct Hrs
09/12/2012	3-2 Called 3, got 2	Other Activities	01:00	4.73 %
09/12/2012	3-2 Called 3, got 2	Station Decontamination	01:00	4.73 %
09/12/2012	3-1 Called 3, got 1	Inventory Replenishment	01:01	4.82 %
09/13/2012	3-2 Called 3, got 2	Inventory Replenishment	01:00	4.73 %
09/13/2012	4-2 Called 4, got 2	Emergency Response	00:49	3.92 %
09/13/2012	4-2 Called 4, got 2	Equipment Checks	00:49	3.92 %
09/13/2012	3-2 Called 3, got 2	Equipment Checks	01:00	4.73 %
09/13/2012	3-2 Called 3, got 2	Emergency Response	01:00	4.73 %
09/16/2012	4-1 Called 4, got 1	Inventory Replenishment	02:00	9.46 %
09/17/2012	4-4 Called 4, got 4	Emergency Response	01:00	4.73 %
09/17/2012	4-4 Called 4, got 4	Building Maintenance	01:00	4.73 %
09/17/2012	4-4 Called 4, got 4	Station Decontamination	02:00	9.46 %
09/13/2012	3-2 Called 3, got 2	Emergency Response	01:00	4.73 %
09/19/2012	3-1 Called 3, got 1	Training	01:58	9.37 %
09/21/2012	2-1 Called 2, got 1	Inventory Replenishment	01:04	5.11 %
09/24/2012	3-1 Called 3, got 1	Inventory Replenishment	01:00	4.73 %
09/26/2012	4-1 Called 4, got 1	Inventory Replenishment	01:22	6.53 %
09/26/2012	3-1 Called 3, got 1	Other Activities	01:00	4.73 %
		19	21:07	

Fire Department, City of De Pere, WI

Monthly No Standby's Responded Report

Date Between {09/01/2012} And {09/30/2012}

Activity Code	Number of Incidents	Total Hrs	Pct Hrs
2-0 Called 2, got 0	3	03:40	14.31 %
3-0 Called 3, got 0	3	02:00	7.80 %
3-1 Called 3, got 1	4	05:00	19.50 %
4-0 Called 4, got 0	3	09:55	38.72 %
4-1 Called 4, got 1	2	03:22	13.18 %
4-2 Called 4, got 2	2	01:39	6.47 %
		17	25:38

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25	89.25	36.00	87.00	57.75	70.50				629.25
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50	4.00	81.00	63.75	26.50	121.00				520.50
OFFICER FOR COURT	15.00	18.00	6.00	20.25	7.50	14.00	9.00	15.00	25.50				130.25
OFFICER TRAINING	31.00	13.00	40.25	120.50	50.00	50.00	8.00	107.00	13.75				433.50
OFFICER RELIEF FOR FUNERAL							13.50						13.50
OFFICER ATTEND MEETING		8.25						15.00					23.25
STAFFING LEVEL	133.50	79.50	23.25	53.25	136.75	162.00	189.00	243.00	192.75				1213.00
INVESTIGATION	142.25	68.75	38.25	56.50	77.50	36.75	61.50	135.00	90.00				706.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00	31.25	25.50		33.00	48.75				296.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50	11.25	301.00	49.75	7.50	9.00				400.25
MISCELLANEOUS	5.75	16.50	4.00	11.50	9.50	4.25	7.50	7.00	7.00				73.00
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50	77.25	143.75	93.00	110.25	113.25				896.50
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	494.25	854.25	582.00	757.00	691.50	0.00	0.00	0.00	5335.75
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(165.00)	(119.75)	(470.25)	(142.75)	(150.75)	(171.00)	0.00	0.00	0.00	(1593.00)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	374.50	384.00	439.25	606.25	520.50	0.00	0.00	0.00	3742.75
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 09/30/2012 \$94,281.00
Percent of Total Budget: 72.52%

NOTES:

* Period 12/24/2011 - 2/3/2012
** Period 2/4/2012 - 3/2/2012
*** Period 3/3/2012 - 3/30/2012

+ Period 3/31/2012 - 4/27/2012
++ Period 4/28/2012 - 5/25/2012
^ Period 5/26/2012 - 6/22/2012

Period 6/23/2012 - 8/3/2012
Period 8/04/2012 - 8/31/2012
^^ Period 9/1/2012 - 9/28/2012

^^^ Period
*+ Period
+ Period

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011**

REASON	JAN*	FEB**	MAR***	APR++	MAY++	JUN ^	JUL #	AUG #	SEPT^^	OCT^^^	NOV++	DEC*+	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL				16.00			3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(66.25)	(32.50)	(372.75)	(29.25)	(79.50)	(102.00)	(105.25)	(70.75)	(53.25)	(1158.75)
NET OFFICER OVERTIME	442.75	402.25	883.75	244.25	310.50	408.75	433.75	463.00	654.50	712.75	371.75	370.50	5698.50
SECRETARY OVERTIME					3.00								3.00

Total Overtime Budget: \$137,762.00
Expenditures through 11/25/2011 \$116,766.17
Percent of Total Budget: 84.76%

NOTES:

* Period 12/25/2010 - 1/21/2011 +Period 4/2/2011 - 4/29/2011 #Period 6/25/2011 - 7/22/2011 ^^^Period 10/1/2011 - 10/28/2011
 **Period 1/22-2011 - 2/18/2011 ++Period 4/30/2011 - 5/27/2011 ##Period 7/23/2011 - 9/2/2011 *+Period 10/29/2011 - 11/25/2011
 ***Period 2/19/2011 - 4/1/2011 ^Period 5/28/2011 - 6/24/2011 ^^Period 9/3/2011 - 9/30/2011 *+*Period 11/26/2011 - 12/23/2011

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2010**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^	NOV**	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	36.00	71.25	41.75	43.50	42.00	52.50	48.00	90.25	36.00	54.00	76.50	615.75
OFFICER WORKED ON HOLIDAY	93.50	12.00	37.50	8.00	12.00	87.75	56.50	4.00	109.00	8.00	67.75	31.00	527.00
OFFICER FOR COURT	20.25	6.00	27.00	9.00	15.00	7.50	18.00	21.00	32.25	9.00	15.00	24.00	204.00
OFFICER TRAINING	42.50	26.25	88.25	205.25	87.00	64.00	18.50	23.50	144.00	118.50	42.00	49.25	909.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	10.50	20.00	19.50	12.00	3.50	6.00	13.50		0.75	12.00	21.00	6.00	124.75
STAFFING LEVEL	135.00	149.75	259.00	218.50	344.25	339.25	251.00	487.00	204.00	118.75	228.25	68.25	2803.00
INVESTIGATION	77.75	87.25	157.75	161.50	111.00	70.75	106.75	143.00	104.50	123.00	63.25	123.75	1330.25
HONOR GUARD FOR FUNERAL					9.75								9.75
SCHOOL LIAISON REIMBURSED	24.75	30.75	102.00	26.25	18.75	44.25		13.50	64.25	42.75	22.50	10.50	400.25
COMMUNITY RELATIONS			3.50			0.00		6.00		1.50			11.00
SPECIAL ASSIGNMENT		11.25	13.50	18.50	12.00	273.50		16.50	24.75	22.00			392.00
SPECIAL ASSIGNMENT REIMBURSED												13.50	13.50
MISCELLANEOUS	5.25	7.25	21.50	44.25	7.25	19.00	2.25	78.50	33.25	19.50	6.75	3.75	248.50
MISCELLANEOUS REIMBURSED													0.00
OFFICER TOTAL OVERTIME	433.50	386.50	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7588.75
SECRETARY TOTAL OVERTIME	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75

TOTAL OVERTIME	433.50	387.25	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7589.50
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NOTES:

* Period 12/26/2009 - 1/22/2010
 **Period 1/23/2010 - 2/19/2010
 ***Period 2/20/2010 - 4/2/2010
 +Period 4/3/2010 - 4/30/2010
 ++Period 5/01/2010 - 5/28/2010
 ^Period 5/29/2010 - 6/25/2010
 #Period 6/26/2010 - 7/23/2010
 ##Period 7/24/2010 - 9/3/2010
 ^^Period 9/4/2010 - 10/1/2010
 ^^^Period 10/2/2010 - 10/29/2010
 *+Period 10/30/2010 - 11/26/2010
 *+*Period 11/27/2010 - 12/24/2010

2008 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	12.00	8.50	37.50	19.50	97.50	66.25	83.50	33.50	56.00	12.50	0.00	443.25
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	4.00

2009 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	9.00	18.50	68.00	61.00	58.00	57.00	76.00	79.00	37.00	55.00	11.00	0.00	529.50
PART-TIME	0.00	0.00	0.00	0.00	0.00	2.50	7.50	2.00	0.00	0.00	0.00	0.00	12.00

2010 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	6.00	0.00	11.50	72.00	22.00	75.50	107.00	76.00	14.00	20.50	8.50	3.00	416.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2011 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	6.00	45.50	16.00	80.25	99.00	127.00	127.75	40.50	4.50	2.00	0.00	565.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	9.50	16.00	0.00	0.00	0.00	0.00	25.50
REIMBURSABLE OT			3.50	4.00	35.00	4.00	0.00	4.50	20.50	3.00	0.00	0.00	74.50

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	4.00	17.50	6.50	43.00	90.00	112.00	109.75	0.00	0.00	0.00	382.75
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25	0.00	0.00	0.00	0.00	15.25
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

X:\Correspondence\Overtime Reports\2012 Overtime Reports\2012 Engineering Overtime Reports.xlsx

**DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
September 2012**

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott	9/5/2012	3.00	12-01 Sewer & Water Relay
	9/6/2012	3.50	12-01 Sewer & Water Relay
	9/10/2012	1.00	12-01 Sewer & Water Relay
	9/11/2012	3.50	12-01 Sewer & Water Relay
	9/12/2012	3.50	12-01 Sewer & Water Relay
	9/13/2012	2.00	12-01 Sewer & Water Relay
	9/17/2012	1.00	12-01 Sewer & Water Relay
	9/18/2012	2.00	12-01 Sewer & Water Relay
	9/19/2012	1.00	12-01 Sewer & Water Relay
	9/20/2012	0.50	12-01 Sewer & Water Relay
	9/24/2012	1.00	12-01 Sewer & Water Relay
	9/25/2012	2.50	12-01 Sewer & Water Relay
	9/26/2012	3.25	12-01 Sewer & Water Relay
	9/27/2012	2.75	12-01 Sewer & Water Relay
Total Lax		30.50	
Krzewina, Bob	9/4/2012	2.00	12-04 St. Reconstruction-Glenwood Ave.
	9/5/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/5/2012	1.00	12-09 Pond Construction & Maintenance
	9/6/2012	2.50	12-04 St. Reconstruction-Glenwood Ave.
	9/7/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/10/2012	3.00	12-04 St. Reconstruction-Glenwood Ave.
	9/11/2012	2.50	12-04 St. Reconstruction-Glenwood Ave.
	9/12/2012	3.00	12-04 St. Reconstruction-Glenwood Ave.
	9/13/2012	2.50	12-04 St. Reconstruction-Glenwood Ave.
	9/17/2012	4.00	12-04 St. Reconstruction-Glenwood Ave.
	9/18/2012	3.00	12-04 St. Reconstruction-Glenwood Ave.
	9/19/2012	2.50	12-04 St. Reconstruction-Glenwood Ave.
	9/20/2012	2.50	Water System Maintenance
	9/20/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/21/2012	1.50	12-04 St. Reconstruction-Glenwood Ave.
	9/21/2012	2.50	Water System Maintenance
	9/24/2012	2.50	12-04 St. Reconstruction-Glenwood Ave.
	9/25/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/26/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
Total Krzewina		39.00	
Simons, Dan	9/4/2012	3.00	12-01 Sewer & Water Relay
	9/5/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	9/6/2012	3.50	12-07 Asphalt, Curb, & Sewer Repair
	9/7/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
	9/10/2012	2.50	12-07 Asphalt, Curb, & Sewer Repair
	9/11/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	9/12/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
	9/13/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
	9/14/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	9/17/2012	1.50	12-01 Sewer & Water Relay
	9/18/2012	0.50	12-01 Sewer & Water Relay
	9/19/2012	1.00	12-01 Sewer & Water Relay
	9/20/2012	0.50	12-01 Sewer & Water Relay
	9/21/2012	3.25	12-01 Sewer & Water Relay
	9/24/2012	2.50	12-07 Asphalt, Curb, & Sewer Repair
	9/25/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	9/26/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	9/27/2012	2.50	12-01A Utility Relay - Main Avenue
Total Simons		29.75	

EMPLOYEE	DATE	OT HOURS	REASON
Stansfield, Tom	9/4/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/5/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/10/2012	1.00	12-05 Sidewalk & Curb
	9/11/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/12/2012	2.00	12-04 St. Reconstruction-Glenwood Ave.
	9/13/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/14/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/17/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/18/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/19/2012	1.00	12-04 St. Reconstruction-Glenwood Ave.
	9/20/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/21/2012	0.50	12-04 St. Reconstruction-Glenwood Ave.
	9/22/2012	3.00	Locates
Total Stansfield		13.50	
SUB-TOTAL ENG		112.75	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		0.00	
Grand Total O.T. For September		112.75	
Year-to-Date % of Budget		67.55%	
Grand Total of Reimbursable O.T. (hrs.)			
Year to Date % of Budget			
Not Including Reimbursable O.T.			

* Cost reimbursable to City

CITY OF DE PERE

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



October 9, 2012

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Revolving Loan Fund (RLF) Loan for Nick Brothers Partnership

In September of 2012, the Common Council approved negotiating the terms and developing agreements for a new loan with Nick Brothers Partnership (Nicky's). This loan will be used to pay off the existing loan with the City that was issued in 1998. The following loan structure is proposed:

- Loan Amount: Up to \$88,885 working capital loan*
- Term: 6 year term. Interest is 3%.
- Jobs: 5 full time equivalent employee(s)
- Collateral: Mortgage on property (Co-first with Baylake Bank)
Personal guarantee from both owners

** Please note the loan amount will depend on the closing date. The loan will not exceed \$88,885 and the documents will be updated with the final amount once a closing date is determined.*

The following loan documents have been completed:

1. Loan Agreement: Outlines the terms and requirements as part of the RLF program.
2. Inter-creditor Security Agreement
3. Mortgage
4. Personal Guarantee from both owners
5. Promissory Note: Working Capital

Recommendation

Staff would recommend approval of the agreements by the Finance Committee.

LOAN AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation, ("City"), and Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership ("Borrowers").

WHEREAS, Borrowers are the owners of a restaurant/bar establishment located at 331 Main Avenue, (Parcel WD-912), De Pere, Wisconsin; and

WHEREAS, Borrowers have requested a loan under the City's Economic Development Revolving Loan Program in the amount of Eighty Eight Thousand Eight Hundred Eighty Five Dollars (\$88,885.00) to assist Borrowers with working capital to refinance Borrowers' 1998 Revolving Loan from City; and

WHEREAS, as a direct result of the refinancing of the 1998 Revolving Loan, Borrowers' restaurant/bar will continue to operate in De Pere, benefitting the City by, among other things, the continuation of steady employment and decrease in unemployment within the City, continued traffic coming in to De Pere to frequent Borrowers' restaurant/bar, and the general betterment of the City's environment and economy; and

WHEREAS, the Common Council has approved lending such amount to Borrowers for refinancing of its 1998 Revolving Loan subject to Finance/Personnel Committee approval of the terms of such loan and the loan documents therefor.

NOW, THEREFORE, in consideration of the premises above and the covenants and undertakings expressed herein, the City and Borrowers agree as follows:

I. The Loan.

1. The City hereby agrees to lend Borrowers a principal amount not to exceed Eighty Eight Thousand Eight Hundred Eighty Five Dollars (\$88,885.00). The purpose of the loan is to provide Borrowers with working capital so as to refinance Borrowers' 1998 Revolving Loan from City. The loan will be evidenced by a Promissory Note as set forth in Paragraph 4 below.

2. The Promissory Note and terms of repayment thereof shall be subject to all other terms and conditions as set forth in this Agreement. The debt obligation of Borrowers under this Loan Agreement and its Promissory Note are direct obligations of the Borrowers. As additional security for this loan, Thomas M. Nick and John R. Nick shall each execute a legally binding Personal Guarantee of Specific Transaction in the amount of the loan. Copies of such Personal Guarantees of Specific Transaction are attached hereto and incorporated by reference as collective Exhibit A.

3. As additional security for this Loan, Borrowers shall execute a mortgage in favor of the City against real property it owns at 331 Main Avenue, De Pere, Wisconsin. A copy of such City Mortgage is attached as Exhibit B. It is understood that such Mortgage shall be given a co-first security position with the Borrowers' current private lender, Baylake Bank, by the execution of a Restatement and Affirmation of Intercreditor Security, attached as Exhibit C.

4. As final security, Borrowers shall execute and deliver to the City a Promissory Note under the terms specified herein, a copy of which is attached hereto and incorporated by reference as Exhibit D. Such Promissory Note shall be for a six (6) year term, with payments amortized over six (6) years. The interest shall be three (3%) percent per annum. Borrowers, jointly and individually, unconditionally agree to repay the loan, together with any interest

thereon, in the amounts and at the times specified in accordance with the terms of this Loan Agreement and the Promissory Note. Payment of principal and interest shall commence 30 days after closing on the refinancing loan. All repayments shall be made by electronic funds transfer directly to a financial institution designated by the City.

II. Project Description. Borrowers shall use the funds as provided herein and for no other purpose.

III. Employment. Borrowers shall create and/or retain at least 9 full-time equivalent positions from the date of execution of this Loan Agreement to a date 18 months from such execution. Of these positions, at least 5 full-time equivalent positions will be for low or moderate income individuals. For purposes of this Agreement, "low and moderate income individuals" shall be as defined in the Economic Development Program, Wisconsin Department Fund Manual of November 1995.

IV. Covenants and Agreements of Borrowers.

In order to induce the making of this loan, Borrowers represent, covenant, and agree as follows:

A. The loan proceeds under this Agreement shall be spent and used only for refinancing the 1998 Revolving Loan.

B. During the period between the execution of this Loan Agreement and a date 18 months from the execution of such Agreement, at least 51% or more of the 9 full-time equivalent positions created will be occupied by low and moderate income individuals. These positions shall be maintained for a minimum of 12 months.

C. Borrowers will not place any additional encumbrance of any kind on the real estate or improvements therein except as otherwise allowed by this Agreement.

D. Borrowers will retain its operations in the City of De Pere, Wisconsin.

E. Borrowers shall not make any loans to any officers, employees, relatives, or other corporate entities during the term of this loan which will affect or create an indebtedness upon the assets used as security hereof without first notifying and gaining the written approval of the City, which approval will not be unreasonably withheld.

F. Borrowers will maintain adequate theft, fire, business continuation and casualty insurance on any and all assets utilized in the business operation.

V. **Records.** Borrowers will maintain those records which are necessary to enable the City to determine whether the performance of Borrowers complies with the terms of this Agreement. Those records shall, at a minimum, include bills, invoices and checks for payments made to effectuate the business relocation contemplated by this Agreement, annual financial statements, and annual personal financial statements annually from the guarantors. The City shall have access to all records pertinent to this Agreement for purposes of examination and transcription during normal working hours. The City shall require quarterly performance reports from Borrowers concerning employment compliance with this Agreement commencing with the execution of this Agreement. Borrowers agree to provide the City with any and all information reasonably required by the City for such reports.

VI. **Failure to Retain/Create Jobs.** Borrowers and the City recognize that on the date of the signing of this Agreement, conventional private sector financing for refinancing

capital at the rate offered by the City under this Loan Agreement was not available. For that reason, in consideration of the agreement of the City to extend \$88,885.00 through its Revolving Loan Program to Borrowers, Borrowers have agreed to create and/or maintain the full-time equivalent jobs as provided above. Borrowers acknowledge and understand that the primary objective to this loan is to supply Borrowers with funds necessary to accomplish Borrower's refinancing of the 1998 Revolving Loan in order to retain Borrowers' business in De Pere. The parties further recognize that the loan, which is contemplated by this Agreement to be in an amount of \$88,885.00, is made upon terms which are acknowledged by Borrowers to be favorable and beneficial to Borrowers and that such terms have been offered by the City in order that the respective objectives set forth in this paragraph may be achieved. Based on these understandings and agreements, Borrowers agrees that it will pay a penalty in the amount of Three Thousand Dollars (\$3,000.00) per full time equivalent job if it fails or neglects to create or maintain as specified in Paragraph IV, above. Borrowers also agrees it will pay, as a penalty, the amount of Three Thousand Dollars (\$3,000.00) for any of the positions required to be filled by low or moderate income persons which Borrowers fail or neglect to hire or retain. The City shall determine and report to Borrowers on or before 12 months or the last quarterly report concerning compliance with this provision. The total amount of any penalty shall be determined by the City and communicated to Borrowers in writing on or before a date 30 months from the date of execution of this Agreement and shall be paid in full on the date of the next required monthly payment.

In the event that Borrowers are unable to create or retain employment as a result of economic decline in Borrowers' business or as a result of damage to Borrowers' facilities caused by accidental destruction of some or all of the premises by forces majeure or otherwise,

Borrowers may submit evidence or documentation of the existence of such facts and request, in writing, that the penalty provisions set forth above be waived or deferred for a reasonable period by the City. Should Borrowers, using sound business judgment, determine it necessary to terminate the employment of any required person occupying a position created under this agreement, the City shall not penalize Borrowers for such action if Borrowers demonstrate that it has used reasonable efforts to hire a replacement for said employee. The City, in exercise of its sound discretion, may agree to waive or defer penalty, and such agreement shall not be unreasonably withheld if the evidence and documentation submitted is sufficient to establish the existence of conditions beyond the reasonable control of Borrowers.

VII. Nondiscrimination. Except as provided and permitted by law, Borrowers agree to comply with the provisions of Wis. Stats. §111.31 regarding non-discrimination in employment.

VIII. Default. The following provisions describe default of this Loan Agreement:

A. Default Other than for Payment of Principal or Interest. In the event that Borrowers fail to comply with any term or provision contained in this Loan Agreement, or the Promissory Note, other than failure to make payment of principal or interest due, the City will notify Borrowers, in writing, of the default, the action required to cure the default, and a date not less than 60 days from the date of notice on which such action as may be required must be performed. In the event that Borrowers do not carry out such action as required by the City by the date specified in the notice, Borrowers shall be in default. In the event of default, all sums due and owing the City under the Promissory Note, including the full

unpaid balance and all accrued interest and penalties thereon, shall, at the option of the City, become immediately due and payable without notice or demand.

B. Upon Failure to Pay Principal or Interest. In the event that Borrowers fail to make any payment on principal or interest or late payment penalty when due and the default continues for more than 30 days, all sums due and owing the City under this Agreement, including the full unpaid balance and any unpaid accrued interest, shall, at the option of the City, become immediately due and payable without notice or demand. A late payment penalty in the amount of 3% percent of any portion of the monthly payment which is more than 15 days overdue from the due date may be assessed and payable on the 16th day after the applicable monthly payment is due.

C. Representations by Borrowers. In the event that any representations made by Borrowers to induce the City to extend credit hereunder (under this Loan Agreement or otherwise) are false in any material respect when made or in the event that Borrowers cease to exist, becomes insolvent, or are the subject of bankruptcy or other insolvency proceedings, or has a judgment entered against them or any subsidiary and said judgment remains unsatisfied, unbonded, or unstayed for a period of 60 days after entry thereof, Borrowers shall be deemed and considered to be in default and, at the option of the City, all unpaid principal and all unpaid accrued interest shall be immediately due and payable without notice or demand.

D. Removal of Operation from City of De Pere. In the event that Borrowers fail to retain their operation in the City of De Pere or, in the opinion of the City,

substantially reduce that operation, the Loan Agreement shall be deemed in default and the interest during the entire period of the loan, including disbursement period, shall be retroactively determined at 10% per annum. All payments previously made shall be retroactively adjusted between principal and interest using the retroactive interest rate of 10% per annum amortized over the term of the note and then determined outstanding principal and accrued interest shall become immediately due and payable without notice or demand.

E. Default on Other Obligations. Should Borrowers default on any financial obligations hereunder, at the option of the City, all sums due and owing the City under the note or notes, including the full unpaid balance and all unpaid accrued interest, shall become immediately due and payable without demand or notice.

F. Failure to Create and/or Retain Jobs as Identified Above. In this Loan Agreement, failure to create and/or retain jobs, as identified above, is not considered a default, but is to be specifically penalized as provided herein.

IX. Law Governing. The laws of the State of Wisconsin shall govern this Loan Agreement, and Promissory Note issued hereunder.

X. Counterparts. This Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are on the same instrument.

XI. Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for

any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstances or of rendering any other provision or any provisions contained herein invalid, inoperable, or unenforceable to any extent whatsoever. The invalidity of one or more phrases, sentences, clauses, or sections contained in this Loan Agreement shall not affect the remaining portion of this Loan Agreement or any part thereof.

XII. Termination. Upon full and final payment of the Promissory Note, this Loan Agreement shall terminate and the City shall cause the Promissory Note to be canceled and delivered to Borrowers. The City shall also cause liens and to be discharged of record.

XIII. Notices. Whenever written notices are required under this Agreement, such notices shall be deemed received when mailed by certified mail to either of the following addresses:

If to Borrowers:

Nick Brothers Partnership
Attn: Tom Nick
331 Main Avenue
De Pere, WI 54115

If to City:

City of De Pere
Attn: City Administrator
335 S. Broadway Street
De Pere, WI 54115

XIV. Amendments. Amendments to this Agreement must be in writing and executed by both parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

NICK BROTHERS PARTNERSHIP
By:

Thomas M. Nick

John R. Nick

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Thomas M. Nick)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership, (Debtor), Thomas M. Nick (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated _____, 2012, executed by Debtor in the principal amount of Eighty Eight Thousand Eight Hundred Eight Five Dollars (\$88,885), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of _____, 2012.

Thomas M. Nick
5029 Edgewater Beach Road
Green Bay, WI 54311

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2012, the above named Thomas M. Nick to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:

My commission expires: _____

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(John R. Nick)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership, (Debtor), John R. Nick (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated _____, 2012, executed by Debtor in the principal amount of Eighty Eight Thousand Eight Hundred Eight Five Dollars (\$88,885), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of _____, 2012.

John R. Nick
605 N. Broadway Street
De Pere, WI 54115

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2012, the above named John R. Nick to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:

My commission expires: _____

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership

("Mortgagor," whether one or more) mortgages to City of De Pere

its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$88,885.00

evidenced by a note or notes, or other obligation ("Obligation") dated

executed by Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

The East forty (40) feet of Lot Ten (10), according to the recorded plat of Town of West De Pere, now City of De Pere, west side of Fox River, Brown County, Wisconsin, excepting the southerly twenty-five (25) feet and the westerly fourteen (14) feet of the easterly forty (40) feet thereof.

Recording Area

Name and Return Address
Judith Schmidt-Lehman
City Attorney
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

WD-912

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

Intercreditor Security Agreement between the City of De Pere and Baylake Bank dated _____.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

_____ ; and
(7) the address of the secured party is _____.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____.

Nick Brothers Partnership

_____(SEAL)_____	_____(SEAL)_____
*Thomas M. Nick	*John R. Nick
_____	_____
_____(SEAL)_____	_____(SEAL)_____
*_____	*_____

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Judith Schmidt-Lehman

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)
Personally came before me on _____,
the above-named Thomas M. Nick and John R. Nick

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

MORTGAGE NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

**RESTATEMENT AND AFFIRMATION OF
INTERCREDITOR SECURITY AGREEMENT**

WHEREAS, the City of De Pere, a Wisconsin municipal corporation ("City") and Baylake Bank, a Wisconsin Financial Institution ("Bank"), are parties to an Intercreditor Security Agreement dated February 7, 2007, attached and incorporated by reference as Exhibit 1, pertaining to monetary loans made by each to Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership ("Borrowers"); and

WHEREAS, Borrowers have requested that City refinance its earlier loan, to which City is agreeable, provided the City and Bank remain parties to an Intercreditor Security Agreement providing each a co-first security position in the real estate securing said loans; and

WHEREAS, the Bank and City believe it to be in their individual and mutual best interests to enter into this Agreement Restating and Affirming such Intercreditor Security Agreement so that City may move forward to its refinancing of Borrowers loan.

NOW, THEREFORE, upon the mutual benefits and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The parties agree that City's refinancing of its original debt to Borrowers, which is secured as and between City and Bank by the February 7, 2007 Intercreditor Security Agreement between City and Bank (Exhibit 1), shall not and does not affect the validity of said Agreement. The parties therefore affirm and restate their obligations to one another under said Agreement and agree to continue to be bound by its terms.

2. Any reference to City's Security Documents in such Agreement shall mean such Security Documents as are executed with respect to the refinancing authorized by the Loan Agreement between City and Borrowers dated _____.

3. This Restatement and Affirmation of Intercreditor Security Agreement shall be recorded with the Brown County Register of Deeds Office.

Dated this _____ day of _____, 2012.

BAYLAKE BANK

By:

Print Name:
Title:

Print Name:
Title:

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this _____ day
of _____, 2012, the above
named _____ and,
_____, known as
the person(s) who executed the foregoing
instrument and acknowledge the same.

Notary Public
My Commission Expires: _____

Drafted by: Judith Schmidt-Lehman
H:\dupont\Economic Development Loans\2012\Intercreditor
Security Agreement-Nick Brothers.docx

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
BROWN COUNTY)SS.
)

Personally came before me this _____ day
of _____, 2012, the above
named: Michael J. Walsh, Mayor and Shana L.
Defnet, Clerk-Treasurer, known as the persons
who executed the foregoing instrument and
acknowledge the same.

Notary Public
My Commission Expires: _____

PROMISSORY NOTE

\$88,885

Date:
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, the undersigned Maker promises to pay to the order of the City of De Pere at 335 South Broadway Street, De Pere, Wisconsin, or at such other location as may be designated in writing from time to time, the principal sum of Eighty Eight Thousand Eight Hundred Eighty Five Dollars (\$88,885), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This Note shall be of a duration of six (6) years. Payments of principal plus interest shall be amortized on a six (6) year basis with equal monthly installments over the six (6) year period. This note shall bear interest at a rate of three (3%) percent per annum for the term of this note.

Repayment shall commence thirty (30) days after the Maker first draws on the fund. The schedule of payments of principal and interest are as provided on the attached Exhibit D-1.

RIGHT TO PREPAY

This Note may be prepaid, in whole or in part, at any time without penalty for repayment at the option of Maker.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Maker, during which thirty (30) day period Maker shall be allowed to cure the default. If notice is given and Maker fails to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

SECURITY

As security for this Note, Maker has entered into a Loan Agreement. Such loan is further secured through a Mortgage given by Thomas M. Nick and John R. Nick, d/b/a Nick Brothers Partnership upon the business property located at 331 Main Avenue, De Pere, Wisconsin. Additionally, such loan is secured through Personal Guarantees of Specific Transaction executed by Thomas M. Nick and John R. Nick.

INDEMNITY

Maker and any guarantor agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand, and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note.

CONSTRUCTION

This Note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon maker, but also their respective heirs, executors, successors, administrators, or assigns.

Signed this _____ day of _____, 2012.

NICK BROTHERS PARTNERSHIP

By:

Thomas M. Nick

John R. Nick

Monthly Amortization Schedule

Amount of Note:	88,885
Number of Months:	72
Interest Rate:	3.00%
 Calculated Payment:	 \$1,350.49

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
				\$88,885.00
1	\$222.21	\$1,128.28	\$1,350.49	\$87,756.72
2	\$219.39	\$1,131.10	\$1,350.49	\$86,625.62
3	\$216.56	\$1,133.93	\$1,350.49	\$85,491.70
4	\$213.73	\$1,136.76	\$1,350.49	\$84,354.94
5	\$210.89	\$1,139.60	\$1,350.49	\$83,215.34
6	\$208.04	\$1,142.45	\$1,350.49	\$82,072.88
7	\$205.18	\$1,145.31	\$1,350.49	\$80,927.58
8	\$202.32	\$1,148.17	\$1,350.49	\$79,779.41
9	\$199.45	\$1,151.04	\$1,350.49	\$78,628.36
10	\$196.57	\$1,153.92	\$1,350.49	\$77,474.45
11	\$193.69	\$1,156.80	\$1,350.49	\$76,317.64
12	\$190.79	\$1,159.70	\$1,350.49	\$75,157.95
13	\$187.89	\$1,162.60	\$1,350.49	\$73,995.35
14	\$184.99	\$1,165.50	\$1,350.49	\$72,829.85
15	\$182.07	\$1,168.42	\$1,350.49	\$71,661.43
16	\$179.15	\$1,171.34	\$1,350.49	\$70,490.10
17	\$176.23	\$1,174.26	\$1,350.49	\$69,315.83
18	\$173.29	\$1,177.20	\$1,350.49	\$68,138.63
19	\$170.35	\$1,180.14	\$1,350.49	\$66,958.49
20	\$167.40	\$1,183.09	\$1,350.49	\$65,775.40
21	\$164.44	\$1,186.05	\$1,350.49	\$64,589.34
22	\$161.47	\$1,189.02	\$1,350.49	\$63,400.33
23	\$158.50	\$1,191.99	\$1,350.49	\$62,208.34
24	\$155.52	\$1,194.97	\$1,350.49	\$61,013.37
25	\$152.53	\$1,197.96	\$1,350.49	\$59,815.41
26	\$149.54	\$1,200.95	\$1,350.49	\$58,614.46
27	\$146.54	\$1,203.95	\$1,350.49	\$57,410.51
28	\$143.53	\$1,206.96	\$1,350.49	\$56,203.54
29	\$140.51	\$1,209.98	\$1,350.49	\$54,993.56
30	\$137.48	\$1,213.01	\$1,350.49	\$53,780.56
31	\$134.45	\$1,216.04	\$1,350.49	\$52,564.52
32	\$131.41	\$1,219.08	\$1,350.49	\$51,345.44
33	\$128.36	\$1,222.13	\$1,350.49	\$50,123.31
34	\$125.31	\$1,225.18	\$1,350.49	\$48,898.13
35	\$122.25	\$1,228.24	\$1,350.49	\$47,669.89

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
36	\$119.17	\$1,231.32	\$1,350.49	\$46,438.57
37	\$116.10	\$1,234.39	\$1,350.49	\$45,204.18
38	\$113.01	\$1,237.48	\$1,350.49	\$43,966.70
39	\$109.92	\$1,240.57	\$1,350.49	\$42,726.13
40	\$106.82	\$1,243.67	\$1,350.49	\$41,482.45
41	\$103.71	\$1,246.78	\$1,350.49	\$40,235.67
42	\$100.59	\$1,249.90	\$1,350.49	\$38,985.77
43	\$97.46	\$1,253.03	\$1,350.49	\$37,732.74
44	\$94.33	\$1,256.16	\$1,350.49	\$36,476.58
45	\$91.19	\$1,259.30	\$1,350.49	\$35,217.29
46	\$88.04	\$1,262.45	\$1,350.49	\$33,954.84
47	\$84.89	\$1,265.60	\$1,350.49	\$32,689.24
48	\$81.72	\$1,268.77	\$1,350.49	\$31,420.47
49	\$78.55	\$1,271.94	\$1,350.49	\$30,148.53
50	\$75.37	\$1,275.12	\$1,350.49	\$28,873.41
51	\$72.18	\$1,278.31	\$1,350.49	\$27,595.11
52	\$68.99	\$1,281.50	\$1,350.49	\$26,313.60
53	\$65.78	\$1,284.71	\$1,350.49	\$25,028.90
54	\$62.57	\$1,287.92	\$1,350.49	\$23,740.98
55	\$59.35	\$1,291.14	\$1,350.49	\$22,449.84
56	\$56.12	\$1,294.37	\$1,350.49	\$21,155.48
57	\$52.89	\$1,297.60	\$1,350.49	\$19,857.88
58	\$49.64	\$1,300.85	\$1,350.49	\$18,557.03
59	\$46.39	\$1,304.10	\$1,350.49	\$17,252.93
60	\$43.13	\$1,307.36	\$1,350.49	\$15,945.58
61	\$39.86	\$1,310.63	\$1,350.49	\$14,634.95
62	\$36.59	\$1,313.90	\$1,350.49	\$13,321.05
63	\$33.30	\$1,317.19	\$1,350.49	\$12,003.86
64	\$30.01	\$1,320.48	\$1,350.49	\$10,683.38
65	\$26.71	\$1,323.78	\$1,350.49	\$9,359.60
66	\$23.40	\$1,327.09	\$1,350.49	\$8,032.51
67	\$20.08	\$1,330.41	\$1,350.49	\$6,702.10
68	\$16.76	\$1,333.73	\$1,350.49	\$5,368.37
69	\$13.42	\$1,337.07	\$1,350.49	\$4,031.30
70	\$10.08	\$1,340.41	\$1,350.49	\$2,690.88
71	\$6.73	\$1,343.76	\$1,350.49	\$1,347.12
72	\$3.37	\$1,347.12	\$1,350.49	(\$0.00)
Totals	<u>\$8,350.27</u>	<u>\$88,885.00</u>	<u>\$97,235.27</u>	

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 dark 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 - dtrousl@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.



Memorandum

To: Finance Committee

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

Re: Consider agreement for Mat and Towel Service at City Hall

Date: October 9, 2012

We are requesting the City approve a three year contract with Bay Towel to provide and maintain towels and mats at City Hall. Staff recently obtained quotes from various businesses, in which we are recommending Bay Towel based on price and current performance at the Police Station. The agreement calls for a monthly fee of \$67.66 per month over a two years with a 3% increase in the third year. This money is currently budgeted so additional funds are not being requested.

We have included a copy of the agreement for your review. Thank you for your consideration.

BAY TOWEL, INC. RENTAL SERVICE AGREEMENT

TABLE A

[illegible]

Signed this 18th day of September, 2012

CUSTOMER:

BAY TOWEL, INC.:

Signed by: _____

Signed by:

Print:

Print: _____

Title:

Title: _____

Address: 335 S. Broadway

De Pere, WI 54115

Phone #:

Salesperson: Jim Kelly

Fax #:

This Agreement is executed by:

Customer is a(n):

☒ Authorized Agent

☐ Corporation

☐ An Officer of the Corporation

LLC

☐ Member of the LLC☐ Sole Proprietor☐ Partner of Partnership☒ Municipality

☐ Partnership

V, 20110518

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 Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney *JSL*
RE: West Group Loyalty/Rewards Program
Date: October 4, 2012

The Law Department subscribes, on an annual basis, to several West Publishing legal publications, including Bankruptcy Rules and Forms, Federal Rules of Civil Procedure, Wisconsin Court Rules, Wisconsin Official Reports and Advance Sheets, and Wisconsin Statutes Annotated.

West is offering a "Loyalty/Rewards" program to subscribers who will enter a three year subscription commitment; with the "reward" being a discounted increase rate over that three year period. As you can see from the attached, West is offering to basically keep the subscription costs static for 2013. The contract will then limit the yearly subscription increase to 5%, which provides additional projected savings for the three years of the contract. The contract also includes several additional publications at no additional charge. These are listed in the attached information.

The West representative has indicated to me that subscription prices have risen approximately 10% over the past two years and are projected to increase as much as 15% each year of the next three years. The 10% increase is consistent with increased costs for library publications in the Law Department budget.

West has included an Addendum to their regular contract for its Government customers to allow termination of the agreement if funding for the subscription is not appropriated in future budgets.

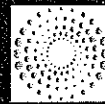
The Law Department recommends approval of this three year subscription commitment for cost savings.

JSL:jld

Attachment

cc: Lawrence A. Delo, City Administrator
Alderspersons Boyd, Kneiszel, Crevier and Bauer

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THOMSON REUTERS

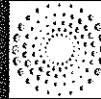
Rewards Program

West Group Loyalty Program

- Allows you to keep your current book subscriptions at a discounted rate for the rest of 2012 and future years
- In the previous 12 months your book subscriptions cost \$4,349.98
- Over the next 12 months your books will cost \$5,125
 - We are offering to drop these charges for the next 12 months to \$4,340
 - This is over a 15% discount on your existing book subscriptions
 - You will save \$785 during these 12 months
- Your savings will be \$1,183 in the second year
 - We will limit the annual increase for your subscriptions to 5% where as the current market rate is roughly 12%
- You will save \$1,644 in the third year

	Oct. 2012 to Sept. 2013	Oct. 2013 to Sept. 2014	Oct. 2014 to Sept. 2015
Current Price	\$5,125	\$5,740	\$6,429
Proposed Price	\$4,340	\$4,557	\$4,785
SAVINGS	\$785	\$1,183	\$1,644

- One, predictable monthly bill for 2 or 3 year period
- Monthly bill includes all future upkeep
- You will also receive free books from West as part of this offer. These are books that other City Attorney offices subscribe too from West.



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Rewards Program

Current Book Subscriptions

Book Title

Bankruptcy Code Rules and Forms

Federal Civil Judicial Procedure and Rules

Wisconsin Court Rules

Wisconsin Official Reports

Wisconsin Official Reports Advance Sheets

Wisconsin Statutes Annotated

Free Titles

State and Local Government Series

- Civil Rights Liability
- Employment Liability
- Environmental Liability
- Retirement Guide
- Solid Waste Management

Account Report



1000686419

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

Active Subscriptions

<i>Material Number</i>	<i>Material Description</i>	<i>Copies</i>	<i>Upkeep</i>
21035157	BANKRUPTCY CODE RULES AND FORMS	1	\$185
21061301	FEDERAL CIVIL JUDICIAL PROCEDURE AND RULES	1	\$145
40567554	WISCONSIN COURT RULES	1	\$205
13511153	WISCONSIN OFFICIAL REPORTS	1	\$470
13511178	WISCONSIN OFFICIAL REPORTS ADVANCE SHEETS	1	\$370
21045905	WISCONSIN STATUTES ANNOTATED	1	\$3,750
TOTALS			\$5,125

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 Comments

Worksheet: <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.

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: _____

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

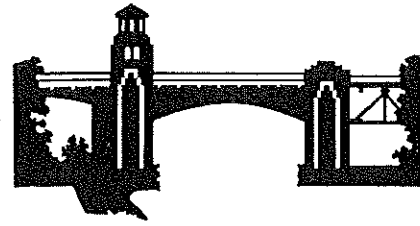
On August 21st the Common Council approved moving forward to solicit bids for a rate study to review the sewer utility's present customer rate structure which would include projecting cash flows of the utility and recommendations for rate changes. I have attached our request for this study which was 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



Schenck
SC

CPAs AND SO MUCH MORE.

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.

October 5, 2012
Page 2

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.**

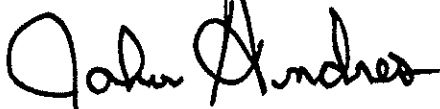
We feel the experienced Baker Tilly team, with the participation of appropriate City management and team members, will achieve maximum results and value. Our firm is large enough to assure you of top quality professional service, yet small enough to provide personalized service responsive to your needs.

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 larger and 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

Springsted Incorporated
710 North Plankinton Avenue, Suite 804
Milwaukee, WI 53203-1117

Tel: 414-220-4250
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.

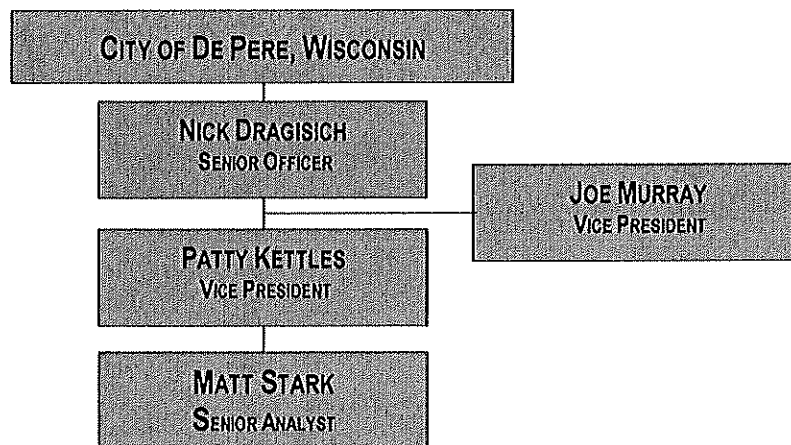
Should the City request and authorize any other additional work outside the scope of services described in this proposal we would invoice the City at our standard hourly fees as shown in the table below plus any related out-of-pocket expenses.

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.

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