



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Tuesday, October 3, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **October 3, 2023** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the September 19, 2023 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Proclamation for White Cane Safety Day (October 15, 2023).
6. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 1446 Sandy Springs CT in Lawrence (Parcel L-374-D-3).
7. Resolution #23-106 Authorizing SeeClickFix Request Management Software Agreement with CivicPlus.
8. Resolution #23-107 Rescinding Property Tax Parcel WD-84-3.
9. Resolution #23-108 Designating Public Depositories and Authorizing Withdrawal or Disbursement of City Monies.
10. Voucher approval.
11. Future agenda items.
12. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Accurate Appraisal



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the September 19, 2023 Common Council meeting.

ATTACHMENTS:

- 9-19-23 Common Council Minutes_Draft (PDF)



Common Council

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, September 19, 2023

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the September 5, 2023 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.

None.

5. Presentation from the De Pere Beautification Committee.

Sue Walsh and Eben Erhard from the De Pere Beautification Committee presented an overview of the group's mission, members, funding sources, and activities during 2023. They recognized all of the business donors who contribute to their program. Mayor Boyd read a letter of appreciation from a citizen; he and the Council congratulated and thanked them for their efforts.

6. Recommendation from Finance/Personnel Committee to Approve Community Policing Proposal.

Police Chief Jeremy Muraski answered questions about the plan, explaining that patrol officers will also assist with traffic enforcement as needed. He estimated that each of the community officers might spend about a third of their time on traffic enforcement.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

7. Recommendation from the Sustainability Commission for a Stormwater Art Project.

Public Works Director Scott Thoresen explained that the mayor's budget includes a new section for sustainability initiatives; materials such as paint and stencils will be paid from this budget. Staff expects that the labor for this project will be on a volunteer basis. The intent of the program is to educate children that every inlet leads to the river, and many of them aren't treated. Thoresen pointed out that the education component is a DNR requirement, and noted that De Pere does a better job of treating stormwater than other communities.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for La Catrina Restaurant & Tortilleria (DBA La Catrina), 310 N. Wisconsin St. Suite F. Submitted by La Catrina Restaurant & Tortilleria. Agent: Samuel Eason, Green Bay, WI.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Recommendation from the License Committee on the application for a Class "B" Fermented Malt Beverage License and "Class B" Intoxicating Liquor License for De Pere Cultural Foundation, Inc. (DBA Mulva Cultural Center), 221 S. Broadway. Submitted by the De Pere Cultural Foundation, Inc. Agent: Justin Nagan, Appleton, WI.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Ordinance #23-12 Repealing and Reenacting Section 10-13 of the De Pere Municipal Code Regarding Sustainability Commission.

Alderperson Quigley reported that the commission is currently meeting monthly, but agreed they will meet a minimum of four times a year. Assistant City Engineer Chase Kuffel will be assuming the staff advisor role. Discussion followed on the powers and duties of the commission. Public Works Director Scott Thoresen explained that

Sustainability was originally created as an advisory commission modeled on the City of Green Bay's, but this caused frustration for members due to lack of progress. Now that the commission can make formal recommendations to Council, the process will be more streamlined.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Ordinance #23-13 Amending Section 82.3(5) De Pere Municipal Code Regarding Storage of Polycarts.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

12. Ordinance #23-14 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedule B).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

13. Resolution #23-98 Authorizing Agreement for Contractor Services Between the City of De Pere and Merjent, Inc. (Phragmites Mitigation).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

14. Resolution #23-99 Authorizing Agreement for Services Between the City of De Pere and Onward Accounting & Consulting LLC (Water Utility Conventional Rate Case Application).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

15. Resolution #23-100 Authorizing Municipal Project Agreement with Brown County (South Bridge Connector Segment GV-15; Lawrence Drive to Lost Dauphin Road).

Council members and staff discussed the plan to include a pedestrian/bike trail along the route. Public Works Director Scott Thoresen reported that designs will include two options: one with a trail on the north side of the corridor, and one without. Because eminent domain does not apply to paths and trails, it will only be constructed if the needed land can be acquired. City Administrator Larry Delo pointed out that a sidewalk along the north side of the corridor could potentially be installed through eminent domain if the State Supreme Court overturns a recent appellate court ruling.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

16. Resolution #23-101 Authorizing Municipal Project Agreement with Brown County (South Bridge Connector Segment GV-16; Lost Dauphin Road to State Highway 57).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

17. Resolution #23-102 Authorizing Municipal Project Agreement with Brown County (South Bridge Connector Segment GV-17; State Highway 57 to County Highway PP).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

18. Resolution #23-103 Authorizing Municipal Project Agreement with Brown County (South Bridge Connector Segment GV-18; County Highway PP to County Highway X).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Resolution #23-104 Ratifying Fire Department Grant Application (Wisconsin Department of Health Services Emergency Medical Services Flex Grant).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

20. Resolution #23-105 Approving the Proposed Project Plan Amendment to Modify the District Boundaries and Project Plan for Tax Incremental Financing District Number 11, City of De Pere, Wisconsin (Boundary Amendment #2, Project Plan Amendment #1).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

21. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

22. Future agenda items.

Alderperson Kundinger requested an update on the recently approved affordable housing plan.

23. Adjournment.

Alderperson Ledvina moved, seconded by Alderperson Perock to adjourn the meeting at 8:19 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Proclamation for White Cane Safety Day (October 15, 2023).

ATTACHMENTS:

- White Cane Safety Day Proclamation 2023 (PDF)

PROCLAMATION

White Cane Safety Day (October 15, 2023)

WHEREAS, on October 6, 1964, the United States Congress designated October 15 of each year as White Cane Safety Day; and

WHEREAS, blindness and severe visual impairment affect approximately 109,000 Wisconsin residents; and

WHEREAS, the majority of these person use travel aids, such as a white cane or a service animal to get around public streets and sidewalks and places of public accommodation; and

WHEREAS, these travel aides are universally recognized as symbols representing vision loss; and

WHEREAS, Wisconsin's White Cane Law requires that motorists come to a full stop before approaching closer than 10 feet to a pedestrian who is using a white cane or service animal; and

WHEREAS, Greater awareness of the White Cane Law leads to safer, more attentive driving in general, enhancing the safety of all pedestrians, including children, elders and people with disabilities; and

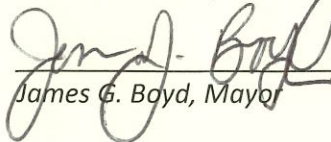
WHEREAS, communities have the opportunity to implement many proven features to enhance the safety of all pedestrians, including sidewalks, accessible pedestrian signals and curb ramps.

NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, Wisconsin, do hereby attest my full support proclaiming October 15th, 2023, as White Cane Safety Day in De Pere and also acknowledge the importance of pedestrian safety year-round.

WHITE CANE SAFETY DAY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 28 day of September, 2023.

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 1446 Sandy Springs CT in Lawrence (Parcel L-374-D-3).

On September 25, 2023, Plan Commission unanimously recommended approval of the certified survey map by a vote of 6-0, with conditions.

ATTACHMENTS:

- PC Report - 1446 Sandy Springs CT (DOCX)
- Preliminary CSM & Application (PDF)

Item 4: Consideration and possible action for an extraterritorial 2-lot certified survey map at 1446 Sandy Springs CT in Lawrence (Parcel L-374-D-3).*

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval.	
COMMON DESCRIPTION:	1446 Sandy Springs CT, located northwest of the Sandy Springs CT and Sand Acres DR intersection in Lawrence.	
ZONING:	R-1 Residential in Lawrence.	
SURROUNDING LAND USES:	Single dwelling detached houses in all directions.	
COMPREHENSIVE PLAN:	Residential in Lawrence.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Randall Oettinger, PLS Vierbicher 400 Security BL Green Bay, WI 54313	<u>Property Owner</u> Michelle L LeBrun and Eric L LeBrun 1446 Sandy Springs CT De Pere, WI 54115-9020
LAND USE HISTORY:	After a review of air photographs, the site was developed for residential use in the 1990's.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.	

- The proposed CSM is 3,500' east of the De Pere city limits.
- The proposed land division will create two residential lots.
- The site is located inside the sewer service area.
- The De Pere minimum acreage and frontage requirements are 0.18 acres and 75'; the Lawrence minimums are 0.28 acres and 100'. The CSM lots comply with the acreage and frontage requirements.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet De Pere's requirements.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, Town of Lawrence, and Brown County Planning Commission.
2. Add a certificate for the City of De Pere that includes the date of Common Council approval, and a separate signature and date line for Carey E. Danen, City Clerk.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 375.00
		Receipt #:
		Date:

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
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SECTION 4: CSM Information

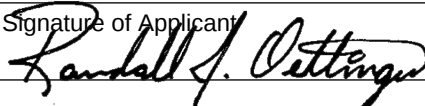
Existing Zoning:	
Present Use of Parcel:	
Proposed Use of Lots:	

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City
or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Signature of Applicant 		Date Signed

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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Certified Survey Map

All of Lot 3 of the plat of Sand Acres Estates, recorded in Volume 19, Plats Page 197 (Document #1431771), Brown County Records, located in the Southeast 1/4 of the Northeast 1/4 of Section 30, T23N-R20E, Town of Lawrence, Brown County, Wisconsin -1446 Sandy Springs Court-

Graphic Scale: 1" = 60'



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- 2" iron pipe found
- ⊕ Brown County monument - type noted
- () Recorded as
- Ⓢ sanitary manhole

LOT 4 24'-CSM-162

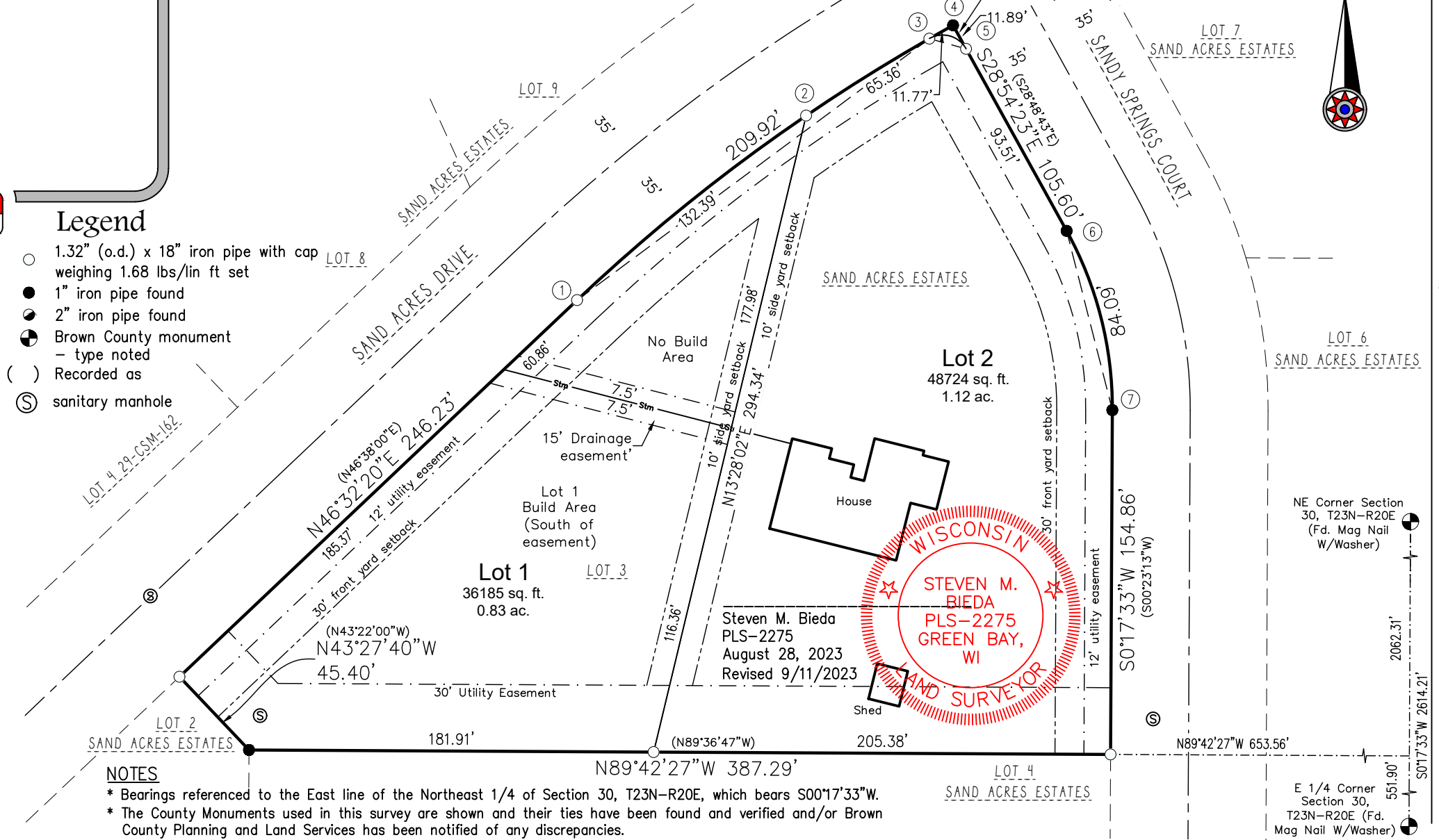
LOT 2 SAND ACRES ESTATES

LOT 3 SAND ACRES ESTATES

LOT 1 SAND ACRES ESTATES

NOTES

- * Bearings referenced to the East line of the Northeast 1/4 of Section 30, T23N-R20E, which bears S00°17'33"W.
- * The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.



Sheet One of Four
Project No.: L-14723
Drawing No.: L-12094
Fieldwork Completed: 9/8/23



vierbichler
planners | engineers | advisors

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Client: Eric LeBrun
Tax Parcel: L-374-D-3
Drafted By: RJO
File: L-14723CSM 082523.dwg
Data File: L-14723.txt



Certified Survey Map

All of Lot 3 of the plat of Sand Acres Estates, recorded in Volume 19, Plats Page 197 (Document #1431771), Brown County Records, located in the Southeast 1/4 of the Northeast 1/4 of Section 30, T23N-R20E, Town of Lawrence, Brown County, Wisconsin

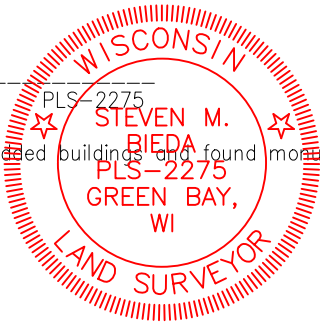
SURVEYOR’S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS–2275, do hereby certify that I have surveyed, divided and mapped all of Lot 3 of the plat of Sand Acres Estates, recorded in Volume 19, Plats Page 197 (Document #1431771), Brown County Records, located in the Southeast 1/4 of the Northeast 1/4 of Section 30, T23N-R20E, Town of Lawrence, Brown County, Wisconsin.

Parcel contains 84,938 square feet / 1.95 acres, more or less.
Road dedication contains 32 square feet, more or less.
Parcel subject to any easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Lawrence, and the Brown County Planning Commission in surveying, dividing and mapping the same.

Steven M. Bieda PLS–2275
August 25, 2023
Revised 9/11/23 (Added buildings and found monuments)



CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

Approved for the Brown County Planning Commission this ____ day of _____, 20__.

Karl Mueller–Senior Planner

CERTIFICATE OF THE TOWN OF LAWRENCE

Approved for the Town of Lawrence this ____ day of _____, 20__.

Town Administrator

CERTIFICATE OF THE COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE TOWN TREASURER

As duly elected Town of Lawrence Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Date
Town Treasurer



Client: Eric LeBrun
Tax Parcel: L-374-D-3
Drafted By: RJO
File: L-14723CSM 082523.dwg
Data File: L-14723.txt



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670



Sheet Two of Four
Project No.: L-14723
Drawing No.: L-12094
Fieldwork Completed: 9/8/23



Certified Survey Map

All of Lot 3 of the plat of Sand Acres Estates, recorded in Volume 19, Plats Page 197 (Document #1431771), Brown County Records, located in the Southeast 1/4 of the Northeast 1/4 of Section 30, T23N-R20E, Town of Lawrence, Brown County, Wisconsin

OWNER’S CERTIFICATE

As Owners, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LAWRENCE
CITY OF DEPERE
BROWN COUNTY PLANNING COMMISSION

Eric J. LeBrun

Michelle L. LeBrun

Personally came before me this ____ day of _____, 20____, the above named owners, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN]
] SS
COUNTY OF BROWN]

NOTES

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-4	209.92'	826.38'	209.36'	N53°49'10"E*	14°33'13"	N61°05'37"E
1-2	132.39'	826.38'	132.24'	N51°07'42"E	9°10'44"	-
1-3	197.75'	826.38'	197.27'	N53°23'38.5"E	13°42'37"	N60°14'57"E
2-3	65.35'	826.38'	65.33'	N57°58'59"E	4°31'50"	-
3-4	12.18'	826.38'	12.18'	N60°44'01"E	00°50'39"	N60°14'57"E
3-5	19.03'	12.00'	17.10'	S74°19'42"E	90°51'57"	S74°19'43"E
6-7	84.09'	165.00'	83.18'	S14°18'25"E**	29°11'56"	-



Client: Eric LeBrun
Tax Parcel: L-374-D-3
Drafted By: RJO
File: L-14723CSM 082523.dwg
Data File: L-14723.txt



400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Sheet Three of Four
Project No.: L-14723
Drawing No.: L-12094
Fieldwork Completed: 9/8/23



Certified Survey Map

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CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, (corporate name) mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of _____, Owners of said lands.

Witness the hand and seal of,

_____, _____, _____
(signature) (print title) (date)

(print name)

Personally came before me this ____ day of _____, _____, the above named officer of said corporation to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public My Commission Expires _____
_____ County, Wisconsin

STATE OF WISCONSIN]
COUNTY OF _____] SS.



Client: Eric LeBrun
Tax Parcel: L-374-D-3
Drafted By: RJO
File: L-14723CSM 082523.dwg
Data File: L-14723.txt

vierbicher
planners | engineers | advisors



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Sheet Four of Four
Project No.: L-14723
Drawing No.: L-12094
Fieldwork Completed: 9/8/23



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Resolution #23-106 Authorizing SeeClickFix Request Management Software Agreement with CivicPlus.

In order to provide greater assistance and information for City representatives and residents concerning the management and tracking of complaints, service requests and other related issues, staff recently met with CivicPlus concerning software known as SeeClickFix for such services. More specifically, SeeClickFix 311 CRM by CivicPlus is a 311 solution that empowers residents to report issues, identify repair needs, share feedback, and ask questions of their local government leaders. For local governments, it powers efficient and transparent workflows, fostering accountability and trust. The result is collaborative experiences between governments and residents that co-create clean, safe, and happy communities.

As a result of the meeting, staff has received and reviewed the attached Statement of Work/Agreement to provide SeeClickFix software services. Based upon the desire for increased responsiveness, timeliness and customer service for residents and to aid City staff with managing complaints, approval is being recommended. Further, the current proposal is only available through October 4, 2023, and contains a variety of steep discounts of approximately a 50% total price reduction. The notable discounts are: 3 months free, an ongoing annual discount, price reductions for the App and the first year, and deferral of payment until January 1, 2024. Finally, the costs for this software proposal have been included in the Draft 2024 Executive Budget and includes software implementation services and a De Pere branded mobile application. The estimated go-live is January 2024 in approved.

ATTACHMENTS:

- Reso23-106 (PDF)
- WI - De Pere - SCF - SOW - TC Updated - 09202023 (1) (PDF)
- WI - De Pere - MSA Responses - 09272023 - Council (DOCX)
- WI - De Pere - MSA Addendum - 09282023 - Council (PDF)

RESOLUTION #23-106

AUTHORIZING SECLICKFIX REQUEST MANAGEMENT
SOFTWARE AGREEMENT WITH CIVICPLUS

WHEREAS, to provide greater assistance and information for City representatives and residents concerning the management and tracking of complaints, service requests, questions of local government leaders and other related issues, City staff wishes to add engagement software to facilitate online/mobile intake of requests, internal assignments, issue resolution and measure performance to enhance transparent workflows and foster accountability and trust in the community; and

WHEREAS, CivicPlus is willing to provide public sector technology that automates processes and digitizes services for request management services pursuant to the terms and conditions of the Statement of Work Agreement attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Statement of Work Agreement, as is attached hereto, together with subsequent renewals thereof, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of

October, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-49799-1
9/10/2023 6:40 PM
9/30/2023

Client:
DE PERE, WISCONSIN

Bill To:
DE PERE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Hector Ortega		hector.ortega@civicplus.com		Net 30

Requests

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance. Includes support and virtual training services.	Renewable
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

Mobile App

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Marketplace App Annual	Marketplace App Annual	Renewable
1.00	SeeClickFix Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

List Price - Year 1 Total	USD 33,679.79
Total Investment - Initial Term	USD 14,471.15
Annual Recurring Services - Year 2	USD 19,282.04

Initial Term & Renewal Date	Beginning at signing and ending on 12/31/2024. Renewal Term: January 1 of each calendar year.
Initial Term Invoice Schedule	100% invoiced on 1/1/2024, to be prorate based on the signature date to align with the Initial Term.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Renewal Invoice Schedule	Annually on Renewal Date
Annual Uplift	3% starting in Year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

At any time prior to October 4, 2023, Customer may exercise the option to terminate this Agreement by providing written notice to CivicPlus. Upon Customer exercising such early termination option, CivicPlus shall cease the performance of all services, the obligations of both parties shall cease, and the Agreement shall be considered fully terminated..

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW at any time for any reason upon 60 days written notice to the other party, or as set forth in such SOW, or at its discretion effective immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already



paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not

CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

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18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or

foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.



25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply with all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help/hc/en-us/requests/new)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) business days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.

45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”

46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.

47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.



Master Service Agreement and Statement of Work Addendum

THIS Master Services Agreement and Statement of Work Addendum (“Addendum”) hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://www.civicplus.help/hc/en-us/p/legal-stuff>, and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and De Pere, WI. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

49. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, and the exclusive jurisdiction for any disputes arising out of or related to this Agreement shall be the state and federal courts located within Brown County, Wisconsin, without regard to its conflicts of law principles

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA §1	This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW at any time for any reason upon 60 days written notice to the other party, or as set forth in such SOW, or at its discretion effective immediately upon written notice to the other Party if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.
MSA §32	CivicPlus’ liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
MSA § 40	The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus’s income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) business days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.
MSA §48	This section intentionally omitted.

**Addendum to the Agreements by and between CivicPlus, LLC and De Pere, WI****Acceptance**

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Resolution #23-107 Rescinding Property Tax Parcel WD-84-3.

ATTACHMENTS:

- Reso23-107 (PDF)
- Memo to council_WD-84-3 (PDF)
- WD-84-3 tax bill (PDF)
- Accurate Appraisal letter (PDF)
- WD-84-3 Correction of Errors By Assessors form (PDF)
- WD-84-3 statement of unpaid taxes (PDF)

RESOLUTION #23-107

RESCINDING PROPERTY TAX
(Parcel WD-84-3)

WHEREAS, Wis. Stats. §70.43 authorizes the correction of palpable errors made and discovered by assessors; and

WHEREAS, City's assessor, Accurate Appraisal LLC, has determined that it incorrectly valued the property located at 801 Main Street, Parcel WD-84-3, for the 2022 assessment roll, which may constitute palpable error under Wisconsin Statute §74.33(1)(b); and

WHEREAS, the Common Council, acknowledging the palpable error in assessment of the property value, wishes to rescind the overage of the 2022 taxes in the amount of \$29,929.41.

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

1. The Common Council hereby rescinds the erroneous 2022 property tax charged to Parcel WD-84-3 pursuant to Wisconsin Statutes §§ 74.33(1)(b) and 74.41 based upon the property being incorrectly valued due to palpable error of City's assessor.
2. The City Clerk is authorized and directed to formally rescind the overage of the 2022 property tax for Parcel WD-84-3 pursuant to Wisconsin Statutes §§ 74.33(1)(b) and 74.41 and the preceding Council action to chargeback the other appropriate taxing jurisdictions in Brown County for their portion received.
3. The City of De Pere shall make payment to Brown County for the 2022 property taxes overage for Parcel WD-84-3 in the amount of \$ \$29,861.38 plus interest of \$4,031.28, totaling in the amount of \$ \$33,892.66 from unassigned reserves based upon the property being incorrectly valued and, therefore resulting in a palpable error pursuant to Wisconsin Statutes §§ 74.33(1)(b) and 74.41.
4. That all City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #23-107

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of
October, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd and members of the Common Council

From: Carey Danen, Clerk

Date: October 3, 2023 (meeting date)

RE: Request to rescind property taxes and pay delinquent tax bill for Park Place Holdings LLC, Parcel WD-84-3

Park Place Holdings LLC owns the property at 801-811 Main Av, which is comprised of one building constructed across two parcels: WD-84, and WD-84-3. In 2022 the City's assessor placed the full value of the building on both parcels; the property owner discovered this when they received their tax bill last December. They contacted Accurate Appraisal, who determined that a palpable error had been made.

Accurate instructed the property owner to pay \$31,960.05 of their tax bill, based on the revised assessed value (this amount did include \$1,620.05 in stormwater management fees).

The City was not aware of this arrangement until mid-August, when the property owner copied City staff on an email thread with the assessor regarding a delinquent tax notice they received from the Brown County Treasurer.

I am requesting your approval to pay the delinquent tax bill and interest in the amount of \$33,892.66, which includes \$4,031.28 in interest and penalties, from unassigned reserves. The City must formally rescind \$29,929.41 in property taxes, and we can then charge back the other taxing jurisdictions for their portion. There is a delay before those funds will be recouped, because the Department of Revenue does not begin to approve chargebacks until after the October 1st submission deadline. The other jurisdictions then have until February 15th, 2024 to make payment. At that point, approximately \$19,700 will be returned to unassigned reserves.

Thank you for your consideration in this matter. Please contact me in advance of the meeting with any questions.

REAL ESTATE PROPERTY TAX BILL FOR 2022

CITY OF DE PERE

Total Due For Full Payment

Bill #: 6090402

Parcel #: WD-84-3

Alt. Parcel #:

PARK PLACE HOLDINGS LLC
1674 EISENHOWER RD
DE PERE WI 54115

By January 31, 2023
\$61,821.43

-- OR --

Pay First Installment

By January 31, 2023
\$31,720.74

Make Check Payable and Mail to:

CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

MAIL: City of De Pere Tax Collection, 335 S. Broadway, De Pere, WI 54115

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check \$1.25, Personal Visa Debit Cards \$3.95, and
Credit Cards/Other Debit Cards 2.55%

IN PERSON: City Hall Clerk's Office (Mon-Thurs 7:30AM-5:00PM; Fri 7:30AM-11:30AM,
except holidays)

DROP BOX: Secure, built-in drop box marked by signage on Merrill St side of City Hall

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.



STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF DE PERE
BROWN COUNTY

BILL NO. 6090402

SEQ# 7828

Correspondence should refer to parcel number

PARCEL#: WD-84-3

Property Address
801 MAIN AVE

Assessed Value Land 557,800	Ass'd Value Improvements 2,954,300	Total Assessed Value 3,512,100	Ave. Assmt. Ratio 0.9582	Est. Fair Mkt. Land 582,100	Est. Fair Mkt. Improvements 3,083,200	Total Est. Fair Mkt. 3,665,300	☐ A star in this box means unpaid prior year taxes																																																								
<table><thead><tr><th>Taxing Jurisdiction</th><th>2021 Est. State Aids Allocated Tax Dist.</th><th>2022 Est. State Aids Allocated Tax Dist.</th><th>2021 Net Tax</th><th>2022 Net Tax</th><th>% Tax Change</th><th>Gross Property Tax</th></tr></thead><tbody><tr><td>CITY OF DE PERE</td><td>3,077,437</td><td>3,048,352</td><td>7,913.80</td><td>20,528.53</td><td>159.4%</td><td>First Dollar Credit</td></tr><tr><td>NORTHEAST WI VTAE</td><td>2,246,339</td><td>2,365,488</td><td>953.05</td><td>2,431.08</td><td>155.1%</td><td>Lottery Credit</td></tr><tr><td>WEST DEPERE SCH</td><td>14,197,082</td><td>15,658,315</td><td>10,008.35</td><td>25,028.77</td><td>150.1%</td><td>Net Property Tax</td></tr><tr><td>BROWN COUNTY</td><td>787,822</td><td>817,075</td><td>4,843.19</td><td>12,280.57</td><td>153.6%</td><td>STORM WTR MGMT</td></tr><tr><td>Total</td><td>20,308,680</td><td>21,889,230</td><td>23,718.39</td><td>60,268.95</td><td>154.1%</td><td></td></tr><tr><td></td><td></td><td></td><td>68.35</td><td>67.57</td><td>-1.1%</td><td></td></tr><tr><td></td><td></td><td></td><td>23,650.04</td><td>60,201.38</td><td>154.6%</td><td></td></tr></tbody></table>							Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change	Gross Property Tax	CITY OF DE PERE	3,077,437	3,048,352	7,913.80	20,528.53	159.4%	First Dollar Credit	NORTHEAST WI VTAE	2,246,339	2,365,488	953.05	2,431.08	155.1%	Lottery Credit	WEST DEPERE SCH	14,197,082	15,658,315	10,008.35	25,028.77	150.1%	Net Property Tax	BROWN COUNTY	787,822	817,075	4,843.19	12,280.57	153.6%	STORM WTR MGMT	Total	20,308,680	21,889,230	23,718.39	60,268.95	154.1%					68.35	67.57	-1.1%					23,650.04	60,201.38	154.6%		60,268.95 -67.57 60,201.38 1,620.05
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\$4,108.41	0.017160374	\$ 61,821.43																																																													
PARK PLACE HOLDINGS LLC 1674 EISENHOWER RD DE PERE WI 54115 2990550 2989122 ACRES: 1.560 67,986 SQ FT ASSESSORS PLAT OF W DEPERE THAT PRT OF PCL B IN LOT 103 DESC AS LOT 2 IN 4 CSM 505 MAP 1244 IN 782852 EX RETAIN THIS PORTION AS YOUR COPY							Installments may be paid as follows: 31720.74 DUE BY 01/31/2023 30100.69 DUE BY 07/31/2023																																																								
FOR INFORMATIONAL PURPOSES ONLY - Voter Approved Temporary Tax Increases <table><thead><tr><th>Taxing Jurisdiction</th><th>Additional Taxes</th><th>Total Additional Taxes Applied to Property</th><th>Year Increase Ends</th></tr></thead><tbody><tr><td>WEST DEPERE SCH</td><td>251,797.00</td><td>612.72</td><td>2040</td></tr><tr><td>WEST DEPERE SCH</td><td>1,648,128.00</td><td>4,010.57</td><td>2039</td></tr></tbody></table> SEE REVERSE SIDE FOR IMPORTANT INFORMATION							Taxing Jurisdiction	Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	WEST DEPERE SCH	251,797.00	612.72	2040	WEST DEPERE SCH	1,648,128.00	4,010.57	2039																																													
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CITY OF DE PERE
TAX COLLECTION
335 S BROADWAY
DE PERE WI 54115

TAX BILL ENCLOSED
for WD-84-3

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

PARK PLACE HOLDINGS LLC
1674 EISENHOWER RD
DE PERE WI 54115



Ph: 920-749-8098
Fax: 920-749-8099
Email: info@accurateassessor.com

9/11/2023

Park Place Holdings, LLC
1674 Eisenhower RD
De Pere, WI 4115

RE: WD-84-3

It has come to our attention that your property was incorrectly valued. 801 Main St was not adjusted correctly based on the information provided to the property for the 2023 assessment roll. The Wisconsin State Statutes 74.43 states that this qualifies as a palpable error and we can do a correction of error.

We will be removing a value of \$1,744,100 for the improvement value on the 2022 assessment roll which will bring your 2022 total assessment to \$1,768,000.

If you have any questions concerning this or the value placed on the property, please call 920-749-8098 or email info@accurateassessor.com

Sincerely,

Shanda Stachurski
Accurate Appraisal LLC

Date sent to Property owner: _____

Initials: _____

2023

(Year)

CORRECTIONS OF ERRORS BY ASSESSORS (SEC. 70.43, WIS. STATS.)

Note: Assessor should complete columns (a) through (e) and forward to the clerk as part of the assessment roll.
Send to clerk electronically as well, if possible. The clerk will complete columns (f), (g), and totals.

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) Real Property Amount of Adjustment (c-b)	(e) Personal Property Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
1	WD-84-3 801 Main Ave Park Place Clerk 1674 Eisenhower Road De Pere WI 54115-0000	3,512,100	1,768,000	-1,744,100			T – 0.00 L – F – N – 0.00
2							T – 0.00 L – F – N – 0.00
3							T – 0.00 L – F – N – 0.00
4							T – 0.00 L – F – N – 0.00
5							T – 0.00 L – F – N – 0.00
6							T – 0.00 L – F – N – 0.00

2023
(Year)

CORRECTIONS OF ERRORS BY ASSESSORS (Continued)

	(a) Parcel / Account Number Property Location & School Code Owner's Name, Street Address, City, State, Zip (1)	(b) Previous Year's Assessed Value	(c) Corrected Value	(d) Real Property Amount of Adjustment (c-b)	(e) Personal Property Amount of Adjustment (c-b)	(f) Previous Year's Net Mill Rate (2)	(g) T – Tax net school credit L – Lottery credit F – First Dollar credit N – Net Tax (3)
7							T – 0.00 L – F – N – 0.00
8							T – 0.00 L – F – N – 0.00
9							T – 0.00 L – F – N – 0.00
10							T – 0.00 L – F – N – 0.00
Grand Totals . . →				-1,744,100	0		0.00

(1) Enter Property and Owner Information in order listed.

(2) Net Mill Rate – see Publication PA-502, Assessment and Tax Roll Instructions for Clerks at www.revenue.wi.gov/html/pubs.html.

(3) T – Enter total tax less school levy tax credit.

L – If Principal Residence, enter amount of Lottery & Gaming Credit adjustment, if any.

F – If Real Estate includes an improvement, enter amount of First Dollar Credit adjustment, if any.

N – Enter net amount (T minus L and F)

↑
Real Property
Total enter on
line 23c1 of the
Statement of
Assessment

↑
Personal Property
Total enter on
line 23c2 of the
Statement of
Assessment

↑
Total of code "N" entries.
Enter on Line K
of the Statement
of Taxes.

UNPAID REAL ESTATE PROPERTY TAX STATEMENT

TAX YEAR	CERTIFICATE NUMBER	TYPE	NET TAX	PRINCIPAL	INTEREST	PENALTY	TOTAL DUE
2022	610	General	60,201.38	29,861.38	2,687.52	1,343.76	33,892.66
	TOTALS FOR PROPERTY			29,861.38	2,687.52	1,343.76	33,892.66

WD-84-3

CITY OF DE PERE

801 MAIN AVE

AMOUNT DUE FOR MONTH OF:
OCTOBER 2023PLEASE RETURN THIS NOTICE WITH YOUR
PAYMENTPARK PLACE HOLDINGS LLC
1674 EISENHOWER RD
DE PERE WI 54115BROWN COUNTY TREASURER
PO BOX 23600
GREEN BAY WI 54305-3600



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-108 Designating Public Depositories and Authorizing Withdrawal or Disbursement of City Monies.

ATTACHMENTS:

- Reso23-108 (PDF)
- Public Depositories Resolution Memo (PDF)

RESOLUTION #23-108**DESIGNATING PUBLIC DEPOSITORIES AND AUTHORIZING
WITHDRAWAL OR DISBURSEMENT OF CITY MONIES**

WHEREAS, Chapter 34 of the Wisconsin Statutes provides for the designation of public depositories for public monies handled by the Finance Director-Treasurer for the City of De Pere and its Finance Department; and

WHEREAS, withdrawal or disbursement of City funds shall be made by authorization pursuant to Wisconsin Statutes Section 66.0607.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

The following financial institutions are hereby designated as public depositories for public monies coming into the office of the Finance Director-Treasurer of the City of De Pere, Brown County, Wisconsin:

Associated Bank Green Bay
200 North Adams Street
Green Bay, WI 54301

State of Wisconsin
Local Government Investment Pool (LGIP)
101 East Wilson Street; 5th Floor
P.O. Box 7871
Madison, WI 53707-7871

Charles Schwab
1871 North Casaloma Drive
Appleton, WI 54913

BE IT FURTHER RESOLVED THAT:

Withdrawal or disbursement from any of the above-named depositories shall be made as provided in Wisconsin Statutes Section 66.0607, and in accordance therewith; all checks shall be signed by the Finance Director-Treasurer, countersigned by the City Administrator, or in lieu thereof, a stamp of the personal signatures may be affixed, which has been adopted

Resolution #23-108

Page 2 of 2

by them; the above depositories shall be fully warranted and protected in making payment on any order check bearing such signature, notwithstanding that the same may have been placed without the authority of the designated person or persons.

BE IT FURTHER RESOLVED THAT:

A certified copy of this Resolution shall be delivered to each of the above-named depositories and said depositories may rely on this Resolution until superseded by a subsequent lawful Resolution.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of October, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Common Council
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: September 20, 2023

RE: **Designating Public Depositories and Authorizing Withdrawal or Disbursement of City Monies**

Through my transition into the Finance Director role, I was made aware by Associated Bank of an old resolution that needed to be updated. The previous resolution listed the names of the individuals authorized to withdraw or disburse funds on behalf of the City. This new resolution replaces the names with titles. The public depositories listed are the same bank accounts that have been in place prior to my start.

Please reach out to me prior to the meeting with any questions you may have.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 10-3-23 VOUCHERS (PDF)

9/28/2023 11:02 AM

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR SET: 01 City of De Pere

BANK: * ALL BANKS

DATE RANGE: 9/20/2023 THRU 10/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	10/03/2023			103769		
C-CHECK	VOID CHECK	V	10/03/2023			103772		
C-CHECK	VOID CHECK	V	10/03/2023			103773		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	3	0.00	0.00	0.00
BANK: * TOTALS:	3	0.00	0.00	0.00

9/28/2023 11:02 AM

A/P HISTORY CHECK REPORT

PAGE: 2

VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 9/20/2023 THRU 10/03/2023

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0016	ASSOCIATED BANK							
I-T1 202309194491	FEDERAL WITHHOLDING	D	9/22/2023	46,555.32		000780		
I-T3 202309194491	FICA TAXES	D	9/22/2023	47,435.02		000780		
I-T4 202309194491	MEDICARE TAXES	D	9/22/2023	14,718.10		000780		108,708.44
5133	EMPOWER RETIREMENT (GREAT WEST							
I-121202309194491	Employee Contributions	D	9/22/2023	6,658.00		000781		
I-122202309194491	Employee Contributions	D	9/22/2023	1,343.94		000781		
I-150202309194491	Employee Roth Contributions	D	9/22/2023	1,825.00		000781		
I-152202309194491	Employee Roth Contributions	D	9/22/2023	579.35		000781		10,406.29
0483	NATIONWIDE RETIREMENT SOLUTION							
I-104202309194491	EMPLOYEE CONTRIBUTIONS	D	9/22/2023	5,185.00		000782		
I-151202309194491	Employee Roth Contributions	D	9/22/2023	1,541.00		000782		6,726.00
4043	WI DEPARTMENT OF REVENUE							
I-T2 202309194491	STATE WITHHOLDING	D	9/22/2023	20,594.57		000783		20,594.57
0596	WI SCTF							
I-201202309194491	CHILD SUPPORT/CITY OF DE PERE	D	9/22/2023	1,485.10		000784		1,485.10
9067	APWA - WISCONSIN							
I-202309204494	APWA - WISCONSIN	R	9/20/2023	110.00		103692		110.00
5042	ASHWAUBENON MUNICIPAL COURT							
I-202309204492	ASHWAUBENON MUNICIPAL COURT	R	9/20/2023	136.60		103693		
I-202309204493	ASHWAUBENON MUNICIPAL COURT	R	9/20/2023	359.40		103693		496.00
2050	ASSOCIATED TRUST COMPANY							
I-24640	ASSOCIATED TRUST COMPANY	R	9/20/2023	475.00		103694		
I-24641	ASSOCIATED TRUST COMPANY	R	9/20/2023	475.00		103694		950.00
1516	CLIFTONLARSONALLEN LLP							
I-3838837	CLIFTONLARSONALLEN LLP	R	9/20/2023	27,464.50		103695		27,464.50
0093	FEDERAL EXPRESS CORP							
I-2-181-92434	FEDERAL EXPRESS CORP	R	9/20/2023	109.16		103696		109.16
9009	KLM ENGINEERING INC							
I-9542	KLM ENGINEERING INC	R	9/20/2023	36,813.00		103697		36,813.00
9068	THE HON ROBERT J PARINS LEGAL							
I-202309204495	THE HON ROBERT J PARINS LEGAL	R	9/20/2023	100.00		103698		100.00

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7744	REGISTRATION FEE TRUST							
I-202309204496	REGISTRATION FEE TRUST	R	9/20/2023	169.50		103699		169.50
0555	SPECTRUM							
I-202309204497	SPECTRUM	R	9/20/2023	321.01		103700		321.01
0298	WI PUBLIC SERVICE							
I-202309204498	WI PUBLIC SERVICE	R	9/20/2023	2,773.40		103701		2,773.40
0016	ASSOCIATED BANK							
I-218202309194491	FF Welfare Fund Acct #80406116	R	9/22/2023	217.00		103702		217.00
7526	CITY OF DE PERE - FLEX							
I-114202309194491	HEALTH CARE CONTRIBUTIONS	R	9/22/2023	3,007.54		103703		
I-115202309194491	DEPENDENT CARE CONTRIBUTIONS	R	9/22/2023	384.60		103703		3,392.14
0472	FOX COMMUNITIES CREDIT UNION							
I-211202309194491	DE PERE POLICE EMPLOYEE DUES	R	9/22/2023	850.00		103704		850.00
7950	FOX COMMUNITIES CREDIT UNION							
I-216202309194491	LOCAL 141 CHARITIES	R	9/22/2023	19.00		103705		19.00
0471	IAFF LOCAL 141 AFL-CIO CLC							
I-210202309194491	IAFF LOCAL 141 EMPLOYEE DUES	R	9/22/2023	798.75		103706		798.75
4262	LIFE INSURANCE OF THE SOUTHWES							
I-116202309194491	ALTERNATIVE FICA	R	9/22/2023	2,282.28		103707		2,282.28
8410	1ST CHOICE PEST CONTROL							
I-37217	1ST CHOICE PEST CONTROL	R	10/03/2023	600.00		103708		600.00
0302	AIRGAS USA LLC							
I-5501509710	AIRGAS USA LLC	R	10/03/2023	696.91		103709		
I-5501509711	AIRGAS USA LLC	R	10/03/2023	292.63		103709		989.54
0007	AMBROSIUS SALES & SERVICE							
I-598	AMBROSIUS SALES & SERVICE	R	10/03/2023	227.96		103710		227.96
7873	AMERICAN CONSERVATION & BILLIN							
I-15785	AMERICAN CONSERVATION & BILLIN	R	10/03/2023	1,042.00		103711		1,042.00
9000	AMERICAN RED CROSS							
I-22623032	AMERICAN RED CROSS	R	10/03/2023	388.00		103712		388.00

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9070	CITY OF APPLETON							
I-12304	CITY OF APPLETON	R	10/03/2023	2,062.40		103713		2,062.40
0442	BADGER LABORATORIES INC							
I-23-53028900	BADGER LABORATORIES INC	R	10/03/2023	814.00		103714		814.00
0020	BADGERLAND PRINTING INC							
I-40365	BADGERLAND PRINTING INC	R	10/03/2023	28.00		103715		
I-40389	BADGERLAND PRINTING INC	R	10/03/2023	110.50		103715		
I-40399	BADGERLAND PRINTING INC	R	10/03/2023	40.00		103715		
I-40409	BADGERLAND PRINTING INC	R	10/03/2023	470.00		103715		648.50
6404	BAY AREA TESTING & CONSULTING							
I-6747	BAY AREA TESTING & CONSULTING	R	10/03/2023	1,338.90		103716		
I-6748	BAY AREA TESTING & CONSULTING	R	10/03/2023	1,241.10		103716		
I-6749	BAY AREA TESTING & CONSULTING	R	10/03/2023	2,860.60		103716		
I-6750	BAY AREA TESTING & CONSULTING	R	10/03/2023	1,221.60		103716		
I-6751	BAY AREA TESTING & CONSULTING	R	10/03/2023	3,781.90		103716		
I-6752	BAY AREA TESTING & CONSULTING	R	10/03/2023	492.50		103716		10,936.60
0027	BAY TOWEL INC							
I-4557298	BAY TOWEL INC	R	10/03/2023	116.00		103717		
I-4563542	BAY TOWEL INC	R	10/03/2023	116.00		103717		232.00
0039	BROOKS TRACTOR INC							
I-D15033	BROOKS TRACTOR INC	R	10/03/2023	235.02		103718		235.02
0046	BROWN COUNTY PORT & RESOURCE R							
I-55315	BROWN COUNTY PORT & RESOURCE R	R	10/03/2023	34,412.80		103719		34,412.80
2984	BROWN COUNTY TREASURER							
I-2023-00000015	BROWN COUNTY TREASURER	R	10/03/2023	7,989.67		103720		
I-2023-00000076	BROWN COUNTY TREASURER	R	10/03/2023	1,330.79		103720		9,320.46
0050	CAMERA CORNER INC							
I-INV163785	CAMERA CORNER INC	R	10/03/2023	2,724.00		103721		2,724.00
6061	CARRICO AQUATIC RESOURCES INC							
I-20231929 B	CARRICO AQUATIC RESOURCES INC	R	10/03/2023	13,382.00		103722		
I-20233458	CARRICO AQUATIC RESOURCES INC	R	10/03/2023	9,360.00		103722		
I-20235697	CARRICO AQUATIC RESOURCES INC	R	10/03/2023	795.00		103722		23,537.00
0536	CDW GOVERNMENT INC							
I-LS14072	CDW GOVERNMENT INC	R	10/03/2023	40.37		103723		
I-LV11364	CDW GOVERNMENT INC	R	10/03/2023	1,494.83		103723		1,535.20

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8443	CINTAS							
I-4167235930	CINTAS	R	10/03/2023	35.45		103724		35.45
2708	CLEANING SOLUTION SERVICES INC							
I-23290	CLEANING SOLUTION SERVICES INC	R	10/03/2023	1,758.93		103725		
I-23328	CLEANING SOLUTION SERVICES INC	R	10/03/2023	879.11		103725		
I-23372	CLEANING SOLUTION SERVICES INC	R	10/03/2023	105.00		103725		
I-23376	CLEANING SOLUTION SERVICES INC	R	10/03/2023	14.22		103725		2,757.26
7639	CORE & MAIN LP							
I-T588010	CORE & MAIN LP	R	10/03/2023	1,929.00		103726		1,929.00
7288	JESSICA DART							
I-202309264499	JESSICA DART	R	10/03/2023	59.19		103727		59.19
2077	DE PERE EXHAUST							
I-68765	DE PERE EXHAUST	R	10/03/2023	259.18		103728		259.18
0075	DIGGERS HOTLINE INC							
I-230 8 36401	DIGGERS HOTLINE INC	R	10/03/2023	1,323.00		103729		1,323.00
3212	DIXON ENGINEERING INC							
I-23-0955	DIXON ENGINEERING INC	R	10/03/2023	1,450.00		103730		1,450.00
9071	EAGLE ENVIRONMENTAL TESTING LL							
I-3337	EAGLE ENVIRONMENTAL TESTING LL	R	10/03/2023	465.00		103731		465.00
0085	EMERGENCY MEDICAL PRODUCTS INC							
I-2580048	EMERGENCY MEDICAL PRODUCTS INC	R	10/03/2023	36.29		103732		
I-2581656	EMERGENCY MEDICAL PRODUCTS INC	R	10/03/2023	306.60		103732		
I-2582529	EMERGENCY MEDICAL PRODUCTS INC	R	10/03/2023	262.65		103732		605.54
0086	ERC INC							
I-ERC-0923-1258	ERC INC	R	10/03/2023	589.76		103733		589.76
7422	EXCEL UNDERGROUND LLC							
I-10748	EXCEL UNDERGROUND LLC	R	10/03/2023	10,095.88		103734		10,095.88
0331	FERGUSON WATERWORKS #1476 INC							
I-398114	FERGUSON WATERWORKS #1476 INC	R	10/03/2023	3,809.00		103735		3,809.00
8688	TONY FIETZER							
I-202309264500	TONY FIETZER	R	10/03/2023	40.00		103736		40.00

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6497	FIRE SAFETY USA INC							
I-176809	FIRE SAFETY USA INC	R	10/03/2023	4,924.00		103737		4,924.00
0200	FIRST SUPPLY LLC							
I-13823179-00	FIRST SUPPLY LLC	R	10/03/2023	3,020.72		103738		
I-13831986-00	FIRST SUPPLY LLC	R	10/03/2023	1,930.58		103738		
I-13831986-01	FIRST SUPPLY LLC	R	10/03/2023	731.43		103738		
I-13832557-00	FIRST SUPPLY LLC	R	10/03/2023	426.09		103738		
I-13842053-00	FIRST SUPPLY LLC	R	10/03/2023	204.04		103738		6,312.86
1372	FORTRESS FENCE INC							
I-236748701	FORTRESS FENCE INC	R	10/03/2023	9,880.00		103739		9,880.00
9072	FOTOKITE US LLC							
I-1159	FOTOKITE US LLC	R	10/03/2023	33,138.00		103740		33,138.00
9044	FOX CITIES SIGN LLC							
I-27509	FOX CITIES SIGN LLC	R	10/03/2023	3,617.25		103741		3,617.25
7767	FREEDOM OVERHEAD DOORS							
I-49409	FREEDOM OVERHEAD DOORS	R	10/03/2023	327.00		103742		327.00
0111	GAT SUPPLY INC							
I-419483-1	GAT SUPPLY INC	R	10/03/2023	159.87		103743		159.87
8347	GFL ENVIRONMENTAL							
I-U60000173788	GFL ENVIRONMENTAL	R	10/03/2023	1,134.00		103744		1,134.00
2495	GLAXOSMITHKLINE							
I-8254125352	GLAXOSMITHKLINE	R	10/03/2023	905.53		103745		905.53
0116	GRAINGER INC							
I-9822063112	GRAINGER INC	R	10/03/2023	243.36		103746		
I-9849785648	GRAINGER INC	R	10/03/2023	655.50		103746		
I-9849785655	GRAINGER INC	R	10/03/2023	770.70		103746		1,669.56
7764	GREAT AMERICA FINANCIAL SVCS							
I-34897595	GREAT AMERICA FINANCIAL SVCS	R	10/03/2023	2,120.00		103747		2,120.00
6428	HIGHWAY LANDSCAPERS INC							
I-23-05 (1)	HIGHWAY LANDSCAPERS INC	R	10/03/2023	157,463.66		103748		157,463.66
1252	HURCKMAN MECHANICAL INDUSTRIES							
I-22-18 (2)	HURCKMAN MECHANICAL INDUSTRIES	R	10/03/2023	77,918.00		103749		77,918.00

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6342	IDEA DINER							
I-1950823	IDEA DINER	R	10/03/2023	145.00		103750		145.00
6932	IMAGETREND INC.							
I-144900	IMAGETREND INC.	R	10/03/2023	10,030.05		103751		10,030.05
1399	INDOFF INC							
I-3676750	INDOFF INC	R	10/03/2023	107.03		103752		
I-3677641	INDOFF INC	R	10/03/2023	102.05		103752		209.08
8914	INNER DIMENSIONS WELLNESS LLC							
I-91923COD	INNER DIMENSIONS WELLNESS LLC	R	10/03/2023	140.00		103753		140.00
7545	INSIGHT PUBLICATIONS LLC							
I-2023-28993	INSIGHT PUBLICATIONS LLC	R	10/03/2023	395.00		103754		395.00
0362	JOHNSON CONTROLS FIRE PROTECTI							
C-11620220114038_1	JOHNSON CONTROLS FIRE PROTECTI	R	10/03/2023	468.55CR		103755		
I-23696942	JOHNSON CONTROLS FIRE PROTECTI	R	10/03/2023	1,451.72		103755		
I-23737514	JOHNSON CONTROLS FIRE PROTECTI	R	10/03/2023	978.75		103755		1,961.92
8364	JOHNSTONE SUPPLY							
I-6070030	JOHNSTONE SUPPLY	R	10/03/2023	52.20		103756		
I-6070169	JOHNSTONE SUPPLY	R	10/03/2023	25.78		103756		
I-6070470	JOHNSTONE SUPPLY	R	10/03/2023	126.94		103756		
I-6071349	JOHNSTONE SUPPLY	R	10/03/2023	20.91		103756		
I-6071396	JOHNSTONE SUPPLY	R	10/03/2023	46.39		103756		
I-6071594	JOHNSTONE SUPPLY	R	10/03/2023	112.56		103756		384.78
1276	JX ENTERPRISES INC							
I-14268445P	JX ENTERPRISES INC	R	10/03/2023	21.99		103757		
I-14274033P	JX ENTERPRISES INC	R	10/03/2023	18.99		103757		40.98
4584	KRUCZEK CONST INC							
I-202309274501	KRUCZEK CONST INC	R	10/03/2023	9,633.75		103758		
I-202309274502	KRUCZEK CONST INC	R	10/03/2023	9,236.25		103758		
I-202309274503	KRUCZEK CONST INC	R	10/03/2023	11,896.25		103758		
I-202309274504	KRUCZEK CONST INC	R	10/03/2023	4,690.50		103758		
I-22-02 (7)	KRUCZEK CONST INC	R	10/03/2023	165,097.67		103758		
I-23-01 (1)	KRUCZEK CONST INC	R	10/03/2023	403,832.56		103758		
I-23-02 (2)	KRUCZEK CONST INC	R	10/03/2023	534,047.02		103758		1,138,434.00
0153	LAFORCE INC							
I-1230113	LAFORCE INC	R	10/03/2023	95,133.00		103759		
I-1230661	LAFORCE INC	R	10/03/2023	1,094.08		103759		96,227.08

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6577	LAKELAND LAWN CARE							
I-119303	LAKELAND LAWN CARE	R	10/03/2023	1,560.00		103760		1,560.00
6249	LANAIR PRODUCTS LLC							
I-493274-IN	LANAIR PRODUCTS LLC	R	10/03/2023	217.65		103761		217.65
0159	LEXIS NEXIS INC							
I-3094657219	LEXIS NEXIS INC	R	10/03/2023	338.00		103762		338.00
0160	LIZER LAWN CARE & IRRIGATION							
I-149244	LIZER LAWN CARE & IRRIGATION	R	10/03/2023	2,062.50		103763		2,062.50
4972	MACCO'S COMMERCIAL INTERIORS I							
I-MC014587	MACCO'S COMMERCIAL INTERIORS I	R	10/03/2023	17,374.00		103764		17,374.00
1443	MARTIN SYSTEMS INC							
I-17185	MARTIN SYSTEMS INC	R	10/03/2023	37.50		103765		37.50
4498	MC MAHON ASSOC INC							
I-603009	MC MAHON ASSOC INC	R	10/03/2023	4,000.00		103766		4,000.00
0967	MEAD & HUNT INC							
I-355439	MEAD & HUNT INC	R	10/03/2023	9,154.50		103767		9,154.50
0173	MENARDS INC							
C-21031	MENARDS INC	R	10/03/2023	964.00CR		103768		
I-18566	MENARDS INC	R	10/03/2023	90.48		103768		
I-20352	MENARDS INC	R	10/03/2023	199.98		103768		
I-20619	MENARDS INC	R	10/03/2023	17.46		103768		
I-20637	MENARDS INC	R	10/03/2023	179.76		103768		
I-20670	MENARDS INC	R	10/03/2023	778.56		103768		
I-20718	MENARDS INC	R	10/03/2023	111.67		103768		
I-20720	MENARDS INC	R	10/03/2023	27.55		103768		
I-20752	MENARDS INC	R	10/03/2023	9.78		103768		
I-20756	MENARDS INC	R	10/03/2023	58.04		103768		
I-20849	MENARDS INC	R	10/03/2023	114.70		103768		
I-20854	MENARDS INC	R	10/03/2023	1.79		103768		
I-20883	MENARDS INC	R	10/03/2023	13.98		103768		
I-20930B	MENARDS INC	R	10/03/2023	31.98		103768		
I-20966	MENARDS INC	R	10/03/2023	42.58		103768		
I-21000	MENARDS INC	R	10/03/2023	7.79		103768		
I-21010	MENARDS INC	R	10/03/2023	33.22		103768		
I-21026	MENARDS INC	R	10/03/2023	964.00		103768		
I-21032	MENARDS INC	R	10/03/2023	961.00		103768		
I-21063	MENARDS INC	R	10/03/2023	53.06		103768		
I-21207	MENARDS INC	R	10/03/2023	25.45		103768		2,758.83

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2744	MSA PROFESSIONAL SERVICES INC							
I-R09441026.0-13	MSA PROFESSIONAL SERVICES INC	R	10/03/2023	1,646.25		103770		
I-R09441029.0-2	MSA PROFESSIONAL SERVICES INC	R	10/03/2023	1,155.00		103770		2,801.25
0531	NORTHEAST AUTO PARTS INC							
C-395815	NORTHEAST AUTO PARTS INC	R	10/03/2023	10.00CR		103771		
C-396005	NORTHEAST AUTO PARTS INC	R	10/03/2023	66.00CR		103771		
C-396246	NORTHEAST AUTO PARTS INC	R	10/03/2023	10.00CR		103771		
C-396439	NORTHEAST AUTO PARTS INC	R	10/03/2023	10.00CR		103771		
I-391308	NORTHEAST AUTO PARTS INC	R	10/03/2023	79.97		103771		
I-391322	NORTHEAST AUTO PARTS INC	R	10/03/2023	13.98		103771		
I-394652	NORTHEAST AUTO PARTS INC	R	10/03/2023	32.98		103771		
I-395776	NORTHEAST AUTO PARTS INC	R	10/03/2023	39.10		103771		
I-395778	NORTHEAST AUTO PARTS INC	R	10/03/2023	3.55		103771		
I-395779	NORTHEAST AUTO PARTS INC	R	10/03/2023	6.86		103771		
I-395780	NORTHEAST AUTO PARTS INC	R	10/03/2023	21.00		103771		
I-395781	NORTHEAST AUTO PARTS INC	R	10/03/2023	46.96		103771		
I-395782	NORTHEAST AUTO PARTS INC	R	10/03/2023	27.54		103771		
I-395783	NORTHEAST AUTO PARTS INC	R	10/03/2023	10.11		103771		
I-395784	NORTHEAST AUTO PARTS INC	R	10/03/2023	7.96		103771		
I-395866	NORTHEAST AUTO PARTS INC	R	10/03/2023	25.73		103771		
I-395871	NORTHEAST AUTO PARTS INC	R	10/03/2023	41.79		103771		
I-395879	NORTHEAST AUTO PARTS INC	R	10/03/2023	61.74		103771		
I-395880	NORTHEAST AUTO PARTS INC	R	10/03/2023	30.99		103771		
I-395989	NORTHEAST AUTO PARTS INC	R	10/03/2023	74.99		103771		
I-395991	NORTHEAST AUTO PARTS INC	R	10/03/2023	9.97		103771		
I-396007	NORTHEAST AUTO PARTS INC	R	10/03/2023	20.94		103771		
I-396034	NORTHEAST AUTO PARTS INC	R	10/03/2023	15.80		103771		
I-396081	NORTHEAST AUTO PARTS INC	R	10/03/2023	96.29		103771		
I-396200	NORTHEAST AUTO PARTS INC	R	10/03/2023	100.99		103771		
I-396206	NORTHEAST AUTO PARTS INC	R	10/03/2023	152.54		103771		
I-396221	NORTHEAST AUTO PARTS INC	R	10/03/2023	16.33		103771		
I-396430	NORTHEAST AUTO PARTS INC	R	10/03/2023	244.34		103771		
I-396456	NORTHEAST AUTO PARTS INC	R	10/03/2023	57.73		103771		
I-396475	NORTHEAST AUTO PARTS INC	R	10/03/2023	18.90		103771		
I-396476	NORTHEAST AUTO PARTS INC	R	10/03/2023	37.56		103771		1,200.64
9073	MCKENNA NUZUM							
I-202309274505	MCKENNA NUZUM	R	10/03/2023	200.00		103774		200.00
0208	POMP'S TIRE SERVICE INC							
I-90086437	POMP'S TIRE SERVICE INC	R	10/03/2023	826.18		103775		826.18

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 9/20/2023 THRU 10/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0395	PRO ONE JANITORIAL INC							
I-201931	PRO ONE JANITORIAL INC	R	10/03/2023	1,280.00		103776		1,280.00
7923	QUEST DIAGNOSTICS							
I-T 1475913	QUEST DIAGNOSTICS	R	10/03/2023	164.43		103777		164.43
9012	QUICKSCORES LLC							
I-231966	QUICKSCORES LLC	R	10/03/2023	259.00		103778		259.00
8387	RED POWER DIESEL							
I-3989	RED POWER DIESEL	R	10/03/2023	2,337.88		103779		
I-4005	RED POWER DIESEL	R	10/03/2023	272.96		103779		
I-4013	RED POWER DIESEL	R	10/03/2023	16.97		103779		
I-4015	RED POWER DIESEL	R	10/03/2023	1,028.30		103779		3,656.11
0227	REINDERS INC							
I-6040725-00	REINDERS INC	R	10/03/2023	51.01		103780		51.01
0158	ROBERT E LEE & ASSOCIATES INC							
I-84901	ROBERT E LEE & ASSOCIATES INC	R	10/03/2023	103.00		103781		
I-84904	ROBERT E LEE & ASSOCIATES INC	R	10/03/2023	5,637.04		103781		
I-84905	ROBERT E LEE & ASSOCIATES INC	R	10/03/2023	334.75		103781		
I-84906	ROBERT E LEE & ASSOCIATES INC	R	10/03/2023	386.25		103781		6,461.04
1890	S I METALS AND SUPPLY							
I-275371	S I METALS AND SUPPLY	R	10/03/2023	1,526.00		103782		
I-275680	S I METALS AND SUPPLY	R	10/03/2023	400.00		103782		
I-276285	S I METALS AND SUPPLY	R	10/03/2023	735.00		103782		2,661.00
7518	PETER SCHLEINZ							
I-202309274506	PETER SCHLEINZ	R	10/03/2023	847.76		103783		847.76
3545	SHORT ELLIOTT HENDRICKSON INC							
I-452826	SHORT ELLIOTT HENDRICKSON INC	R	10/03/2023	554.29		103784		554.29
1528	TEAM APPAREL & SPECIALTIES INC							
I-132199	TEAM APPAREL & SPECIALTIES INC	R	10/03/2023	2,279.10		103785		2,279.10
3253	WILLIAM TEWS							
I-202309274507	WILLIAM TEWS	R	10/03/2023	94.26		103786		94.26
0415	TRI CITY GLASS INC							
I-22-17 (4) FINAL	TRI CITY GLASS INC	R	10/03/2023	2,511.25		103787		2,511.25

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 9/20/2023 THRU 10/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
I-1066962-00	TRUCK EQUIPMENT INC	R	10/03/2023	233.94		103788		233.94
0277	VAN'S FIRE & SAFETY INC							
I-6000533	VAN'S FIRE & SAFETY INC	R	10/03/2023	658.80		103789		
I-6001516	VAN'S FIRE & SAFETY INC	R	10/03/2023	125.55		103789		784.35
7210	VANDEN PLAS PORTABLE SOLUTIONS							
I-I13843	VANDEN PLAS PORTABLE SOLUTIONS	R	10/03/2023	144.00		103790		144.00
3707	VIKING ELECTRIC SUPPLY							
C-S007243281.001	VIKING ELECTRIC SUPPLY	R	10/03/2023	85.60CR		103791		
I-S007243267.001	VIKING ELECTRIC SUPPLY	R	10/03/2023	172.34		103791		86.74
0282	WESCO DISTRIBUTION INC							
I-34919	WESCO DISTRIBUTION INC	R	10/03/2023	186.56		103792		186.56
0294	WI DEPT OF TRANSPORTATION BBS							
I-395-0000320467	WI DEPT OF TRANSPORTATION BBS	R	10/03/2023	10,471.99		103793		
I-395-0000320497	WI DEPT OF TRANSPORTATION BBS	R	10/03/2023	3,199.37		103793		13,671.36
7936	JOSEPH YOUNG							
I-202309274508	JOSEPH YOUNG	R	10/03/2023	58.47		103794		58.47
0011	AT&T WISCONSIN							
I-202309274509	AT&T WISCONSIN	R	9/27/2023	47.25		103795		47.25
6814	JAMES BOYD							
I-202309274510	JAMES BOYD	R	9/27/2023	40.00		103796		40.00
0044	BROWN COUNTY REGISTER OF DEEDS							
I-202309274511	BROWN COUNTY REGISTER OF DEEDS	R	9/27/2023	30.00		103797		30.00
7037	DEFINITELY DE PERE							
I-1099	DEFINITELY DE PERE	R	9/27/2023	8,460.01		103798		
I-202309274512	DEFINITELY DE PERE	R	9/27/2023	3,000.00		103798		11,460.01
8012	ENERGY SOLUTION PARTNERS LLC							
I-140922	ENERGY SOLUTION PARTNERS LLC	R	9/27/2023	27,317.82		103799		27,317.82
0187	NSIGHT TELSERVICES							
I-202309274513	NSIGHT TELSERVICES	R	9/27/2023	701.41		103800		701.41

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VENDOR SET: 01 City of De Pere

BANK: AP ASSOCIATED

DATE RANGE: 9/20/2023 THRU 10/03/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
9068	THE HON ROBERT J PARINS LEGAL							
I-202309274515	THE HON ROBERT J PARINS LEGAL	R	9/27/2023	100.00		103801		100.00
8358	ROB PFOTENHAUER							
I-202309274514	ROB PFOTENHAUER	R	9/27/2023	520.29		103802		520.29
0298	WI PUBLIC SERVICE							
I-202309274517	WI PUBLIC SERVICE	R	9/27/2023	5,062.31		103803		5,062.31

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	109	1,861,321.91	0.00	1,861,321.91
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	5	147,920.40	0.00	147,920.40
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: AP TOTALS:	114	2,009,242.31	0.00	2,009,242.31
BANK: AP TOTALS:	114	2,009,242.31	0.00	2,009,242.31
REPORT TOTALS:	114	2,009,242.31	0.00	2,009,242.31

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SELECTION CRITERIA

VENDOR SET: 01-CITY OF DEPERE, WI
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 9/20/2023 THRU 10/03/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: October 3, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
