



Common Council

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Tuesday, January 6, 2026

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 **January 6, 2026** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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 <https://deperewi.portal.civicclerk.com/>.

- I. Call to Order
 1. Roll Call.
 2. Pledge of Allegiance.
 3. Approval of the minutes of the December 16, 2025 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. Consideration and possible action on Termination of Agreement with MSA Professional Services, Inc.
 6. Ordinance #26-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations.
 7. Resolution #26-01 Authorizing 2026 Brown County Intergovernmental Agreement (Election Tabulation Equipment).

8. Resolution #26-02 Ratifying and accepting a grant from Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program.
 9. Introduction of proposed new consent agenda format.
- II. Future Agenda Items
- III. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk's office at 920-339-4050 by noon on the previous day so that arrangements can be made.

Agenda Sent To:

Alderspersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere



City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Approval of the minutes of the December 16, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
12-16-25 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Tuesday, December 16, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

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

1. Roll call.

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

2. Pledge of Allegiance.

3. Approval of the minutes of the December 2, 2025 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

4. Public Hearing on a request for a zoning map amendment from R2-60 (Two-Unit District) to RM-1 (Multi-Unit [3-6 Units] District) at 815 Fox River Drive.

A. Notice of public hearing.

The clerk reported that the notice was published in the Press Times on November 28 and December 5, 2025.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reviewed the request, explaining that the applicant is proposing a 3-unit residential development. Staff heard from two interested parties, one with questions and one opposed to the project. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the public hearing closed.

C. Ordinance #25-20 Approving Zoning Map Amendment from R2-60 Two-Unit District to RM-1 Multi-Unit (3-6 Units) Residential District (815 Fox River Drive; Parcel ED-91).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Casey Nelson
SECONDER:	Devin Perock

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd
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5. 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.

6. Consideration and possible action on the following Community Service Grant applications:

A. St. Norbert College Campus Safety: Stop the Bleed - SNC Initiative

B. Sleep in Heavenly Peace, Inc. WI - De Pere Chapter: No Kid Sleeps on the Floor in Our Town!

C. Lovin the Skin I'm In: The Second Annual Trauma Summit - Supporting Black Youth with Trauma Exposure

D. De Pere VFW Post 2113: Bicentennial Park Flagpole Monument Rebuild

Alderson Boyd moved, seconded by Alderson Carpenter to suspend the rules in order to approve awards of \$250 to each of the four applicants with a single roll call vote. Discussion followed. Mayor Boyd moved, seconded by Alderson Carpenter to open the meeting. Upon vote, motion carried unanimously. Randy Hansen from VFW Post 2113 addressed the Council and described the project. Mayor Boyd moved, seconded by Alderson Nelson to close the meeting. Upon vote, motion carried unanimously. Parks Director Marty Kosobucki confirmed that there is a time capsule in the current monument, which the City plans to give to the De Pere Historical Society. There has also been discussion about creating a new one to be installed with the new monument.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

7. Recommendation from the Board of Public Works on City Engineer parking and traffic recommendations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Casey Nelson
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

8. Recommendation from the Board of Public Works on 2026 private, full-length sanitary sewer lateral reimbursement rates.

Alderson Carpenter urged residents to take advantage of the reimbursement program.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

9. Consideration and possible action on updates to the Tax Refund Intercept Program (TRIP) agreements with the Wisconsin Department of Revenue.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

10. Presentation on De Pere Ice Arena condition and future direction.

Parks Director Marty Kosobucki distributed the 2024 Facility Condition Assessment report to Council members, which has been attached to these minutes as Exhibit A. Kosobucki reported that the ice arena is over 50 years old and in need of repairs; current surcharges and management fees are not adequate to complete projected improvements. He noted that the City owns the land and the building, and leases out operations to Brown County Ice Management (BCIM). The rink currently operates in fall/winter/spring months only. In-floor heat would need to be repaired in order for it to run year round. Kosobucki explained that the rink operates like an enterprise fund, with no levy dollars used for annual operations. Most capital has been funded through the contract with BCIM and the rink fee surcharge (currently \$35/hour). Kosobucki reported that staff has put together three different options for a path going forward: 1) Repair things when they break; work through the project priority list as funds become available; and research non-ice options for summer rentals. 2) Engage in some renovation, at an estimated cost of \$2 million; this plan would include fundraising and bonding in addition to existing revenues. In this scenario, staff projects that annual revenue could roughly cover the debt payments. 3) Engage in renovations including the replacement of the front half of the building at an estimated cost of \$4 million (80% of the problems are in the front part of the facility). This plan would include operation of the facility year round, and would rely on a higher amount of bonding. Staff does not feel that the construction of a brand new facility would be feasible in the current funding environment. Kosobucki then identified several potential sources of additional revenue: rink advertising, summer use revenue, food and beverage sales, and rental of newly created space to a private company. The rink's user groups are open to partnerships wherever possible. Kosobucki then reviewed options for management/operations of the ice arena. Discussion followed on other financial obligations facing the City; management contract options; how to collaborate with user groups; and surcharges/ice time fees.

11. Resolution #25-128 Regarding Fees for 2026 Services.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Casey Nelson
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunderinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

12. Resolution #25-129 Designating Public Depositories and Authorizing Withdrawal or Disbursement of City Monies.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Shana Ledvina
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

13. Resolution #25-130 Approving State Debt Collection Agreement with the State of Wisconsin Department of Revenue.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

14. Resolution #25-131 Approving Grant Agreement Modification with the State of Wisconsin Department of Health Services for Local Public Health Department Division of Public Health Contract #61880.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	James Boyd
SECONDER:	Casey Nelson
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

15. Resolution #25-132 Authorizing Lease with Amerilux Holdings at 1201 Enterprise Drive (Temporary Office Relocation for Municipal Service Center).

Development Services Director Dan Lindstrom was asked his opinion on the market price of the lease. He stated that the rent amount is within range of other available properties and that he saw no red flags with the price.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

16. Resolution #25-133 Authorizing Miron Construction Co., Inc. to Award Parking Access and Revenue Control Systems (PARCS) Contract 11.12 to Amano McGann, Inc. in the amount of \$108,844.00 and to Award Caulking Contract 07.90 to Caulking Plus, Inc. in the amount of \$52,667.00, related to the Construction of a Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Casey Nelson
SECONDER:	James Boyd
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

17. Appointment of election officials for the 2026-2027 election cycle.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Casey Nelson
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

18. Appointment to the Board of Health by Mayor Boyd: Julie Massey - term to expire December 2026.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen
SECONDER:	Amy Kunding
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kunding, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

19. Consideration and possible action on the Acquisition of Parcel WD-387-1.

Mayor Boyd moved, seconded by Alderperson Ledvina to enter into closed session at 8:55PM. Upon roll call vote, motion carried unanimously. Mayor Boyd moved, seconded by Alderperson Ledvina to return to open session at 9:12 PM. Upon roll call vote, motion carried unanimously. Alderperson Ledvina moved, seconded by Alderperson Gantz to instruct staff to proceed as directed in closed session. Upon vote, motion carried unanimously.

II. Future Agenda Items

Alderperson Carpenter requested a discussion regarding the community service grant program and enacting application guidelines. Alderperson Carpenter also requested a future agenda item to consider the Brown County Ice Management contract. Both items will go to the Finance/Personnel Committee.

III. Adjournment

Mayor Boyd moved, seconded by Alderperson Nelson to adjourn the meeting at 9:15 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

January 16, 2025 Common Council
Meeting Minutes
Exhibit A



JUNE 2024

City of De Pere | De Pere Ice Arena
Facility Condition Assessment

d e s i g n m a t t e r s .





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somervilleinc.com



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EXECUTIVE SUMMARY

De Pere Ice Arena

1450 South Fort Howard Drive
De Pere, Wisconsin 54115

INTRODUCTION

Somerville Inc. was hired by the City of De Pere provide a Facility Assessment (FA) of the De Pere Ice Arena. The FA follows the proposal that was agreed to between Somerville Inc. and the City of De Pere.

The purpose of the Facility Assessment is to assist the City in ascertaining the condition of the existing building as it is today and to have a better understanding of the current and future replacement and/or repair needs for building components and systems. Additionally, base line cost estimates are provided to help the City prepare for ongoing capital costs or for future master planning efforts.

Over the years, maintenance has been done on an as-needed basis. As the building ages, these repairs are becoming a greater and greater expense to the City. The most recent large repairs include:

- A. Dehumidification system repaired in 2019
- B. Refrigeration plant repaired in 2019
- C. New bleacher system installed in 2018
- D. Above ground sump tank installed in 2018
- E. Garage door replacement in 2012
- F. Refrigeration plant replaced in 2011
- G. Chemical tank replaced in 2009

METHODOLOGY

Somerville Inc. visited the property on March 25th and April 11th, 2024. During our site visits we visually observed the building and inherent systems that were exposed to view. This was a non-intrusive and non-destructive evaluation. We are not authorized or licensed to inspect for hazardous materials,

No facility assessment can eliminate the uncertainty regarding the property and building deficiencies and their dependent systems. The walkthrough was based on visual observations of the building and the respective systems. The standard for FA's recognizes the subjective nature associated with defining the condition, quality and workmanship of the building components and their respective systems.



The only drawings available of the building were a basic floor plan and the precast floor plank shop drawings. These provided little useful information. The majority of this report is based on field observations. Our Team was able to discuss the building with Marty Kosobucki, Director of Parks, Recreation and Forestry for the City of De Pere, Don Chilson and Todd Gordon from Brown County Ice Management based on their experience in managing facility. Brown County Ice Management also operates the Cornerstone Community Center.

The following building condition assessment looks to document current physical conditions of the building as of our field visits mentioned on the previous page, and includes the following:

- Building Exterior – Walls, windows, roof, exterior doors
- Building Interiors – Floors, walls, ceilings, interior doors
- ADA and code deficiencies
- Plumbing Systems
- Heating/ventilating/air conditioning Systems (HVAC)
- Electrical Systems – Power, lighting, fire alarm, telecommunications
- Ice Plant refrigeration system
- Exterior site conditions

EVALUATION

Each assessment looks to comment on the general state of the building as well as point out deficiencies. The condition of each deficiency was evaluated and assigned a priority.

- 1 Immediate, requires attention within the next 3-6 months
- 2 Should be addressed in the next 2 years.
- 3 Should be addressed in the next 3 – 5 years.
- 4 5 - 10 years – noted for planning purposes
- 5 10+ years – noted for long term planning purposes

RECOMMENDATIONS AND COSTS

Each deficiency was then assigned a recommended correction, along with an opinion of probable cost. These costs are meant to give an order of magnitude to the recommendation, not provide fixed budget for the item. The full costs involved would only be known after a full repair/replacement scope is defined, and costs submitted by those vendors actually doing the work. Graphs in Appendix A shows a graphical summary of the costs involved by priority and by discipline. The costs are in today's dollars and are not pro-rated to account for future inflation.



NEW CONSTRUCTION – Example

This Facility Condition Assessment is a resource to help explore the cost benefit of repairing the existing facility or constructing a new facility. The existing building is approximately 40,000 sq.ft., including basement locker rooms and the 2nd floor assembly space. This does not include the Deacons locker room addition. By using RS Means, a national construction cost database, and projecting 2 years into the future, a similar sized building would cost approximately \$250/SF for a total of \$10,000,000.

It's envisioned that the building would all be on one level, with fixed seating for 500 spectators and 4 lockers rooms. Safety features would include a fire sprinkler system, addressable fire alarm, emergency lighting, and a generator.

TEAM MEMBERS:

Duane Grove, Senior Project Architect

Shelia Downing, Plumbing Project Designer

Travis Grell, Mechanical Project Engineer

Troy Theis, Electrical Project Designer

Kevin Byrne, Senior Landscape Architect, **JSD Professional Services**

Kyle Gillespie, President/CEO, **Rink Tec Arena Specialists**

CONCLUSION

ARCHITECTURE

The building falls into the "Grandfathered" status when reviewing building codes and the ADA guidelines. The facility did meet the building code in affect when it was constructed, and it can remain as-is as long as it is not reconfigured in any way. Building systems and equipment can be repaired and even totally replaced without requiring items outside that work to be upgraded. For example, a new ice sheet will not require that the toilet rooms be remodeled to accommodate ADA. However, what is the image of the facility to the community in not providing an ADA toilet room? The facility analysis that follows will point out where the codes have changed since the building was built.

PLUMBING

Condition of the entire sanitary system below floor is unknown and should be scoped to fully evaluate the condition. Supply piping needs to be insulated to help maintain temperature and reduce condensation. Updating the hot water recirculation piping system would increase hot water availability at hand wash lavatories and sinks. The hot water boiler and storage tank are beyond the expected service life and will require replacement in the near future. Plumbing fixtures that were upgraded in 2012 work as they should but the corroded p-traps and supply stops need eventual replacement.



MECHANICAL

Heating, ventilating and refrigeration systems primarily operate between the months of October to May. Some equipment has been replaced recently. Infrared tube heaters above Spectator/Bleacher Seating and suspended unit heater in Zamboni Storage have been replaced within the past 5 years. Major systems and/or their components are aging and will likely require replacement in near future. Upgrading systems to conform with current Building and Mechanical Codes will likely be a significant capital investment.

ELECTRICAL

The Main Distribution Panel and associated circuit breakers are aging and will likely require replacement in the near future. Multiple branch panels will need to be updated due to condition and being outdated. Updating luminaires to L.E.D. type. Updating to automated lighting controls. Installing a new Fire Alarm System to conform with current Building Codes.

SITE CIVIL

The property has experienced general degradation and deferred maintenance, mostly typical with a facility of this age, with no major site deficiencies. Improved grading to direct water away from the building was the most notable site challenge that could improve conditions. Additional observations and recommendations are provided in the report.

ICE PLANT AND RINK

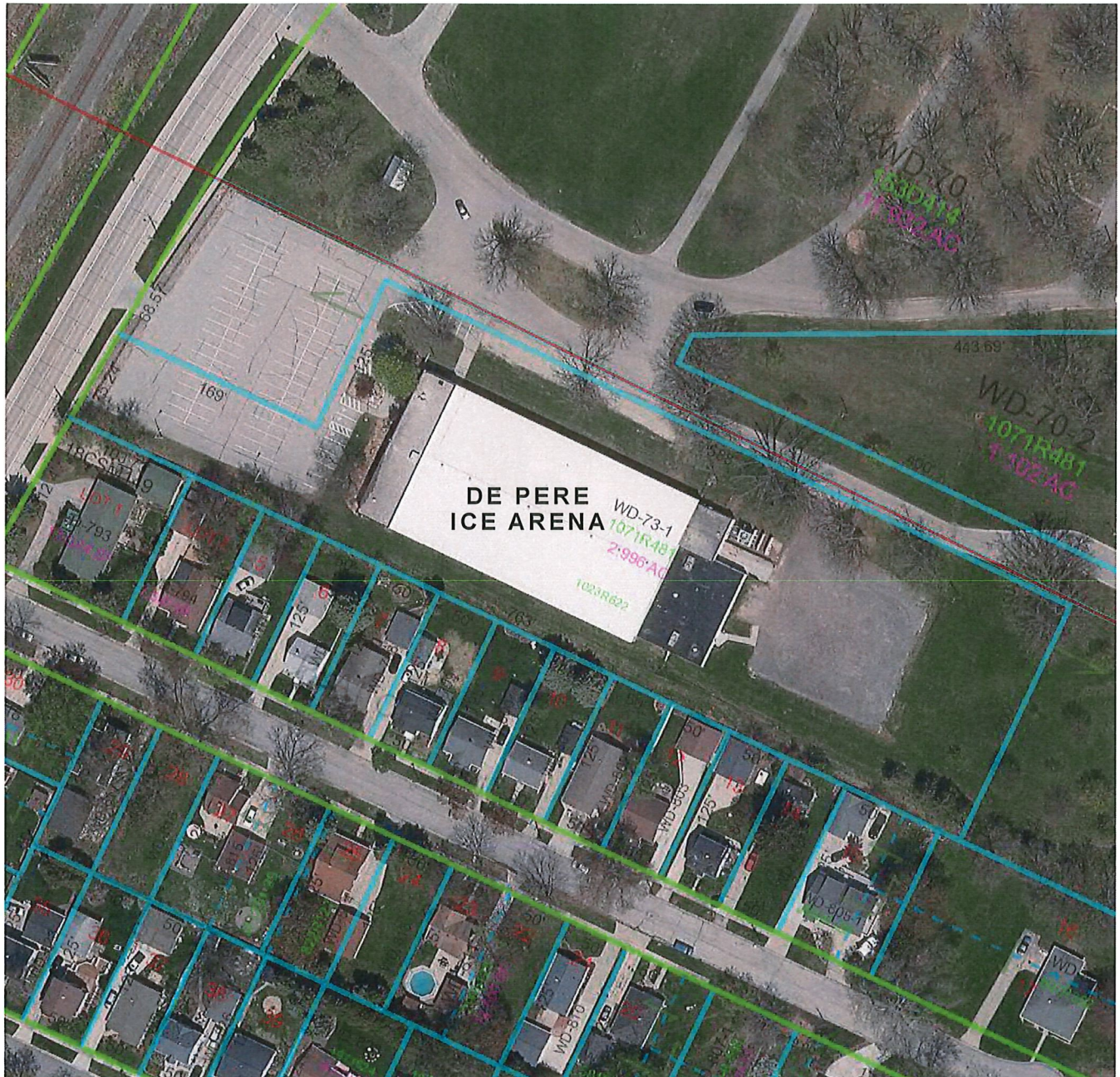
The existing refrigeration system with the issues that arose based on the old calcium chloride being used is now in fairly good condition with the chiller barrel and compressors being replaced.

The Freon is R507. This refrigerant will be accessible for many years to come and has a phase-out date only for importing and manufacturing that is yet to be determined.

Most importantly the floor system is what causes the most concern from my standpoint. It is very unlevel and the subfloor heating system is non-functional. The more use the floor gets over extended periods of time, the worse the floor will heave and a frost problem will develop in the subgrade.



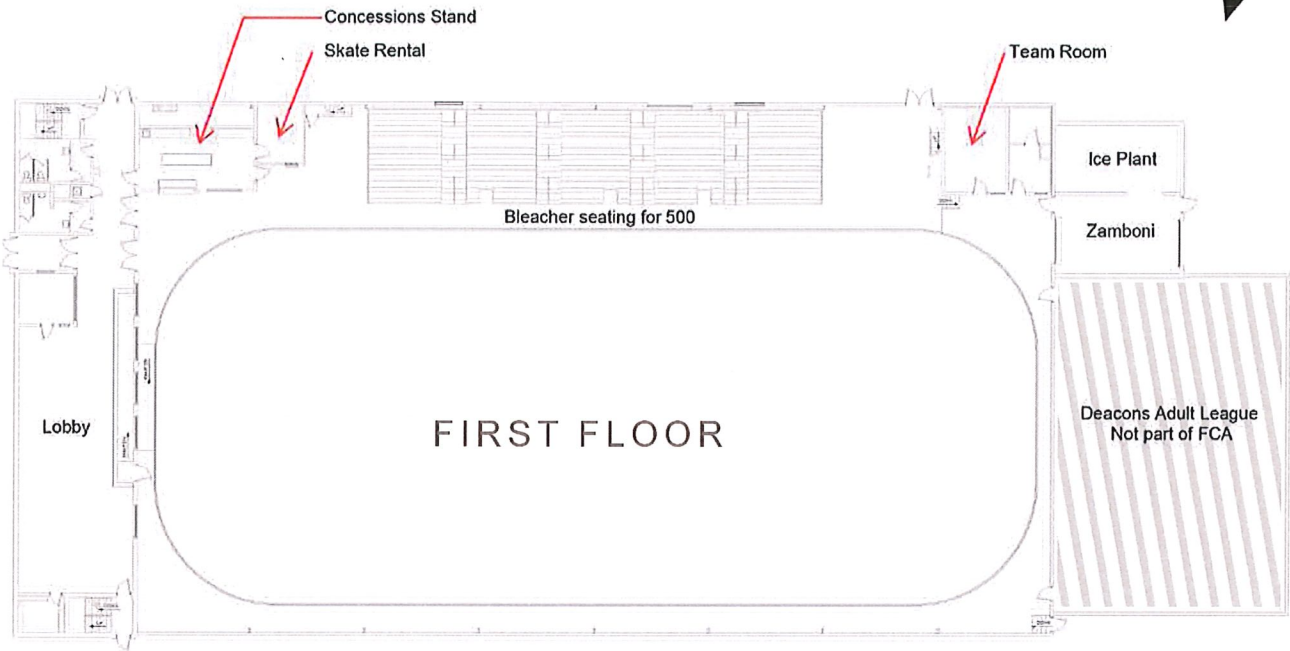
De Pere Ice Arena SITE PLAN







De Pere Ice Arena
FLOOR PLANS



BASEMENT





CITY OF DE PERE – DE PERE ICE ARENA

Building Description / Condition

The De Pere Ice Area, built in 1974, sits on 3.45 acres adjacent to the Brown County Fair Ground on the City's west side. This site area includes the building's immediate site and the parking lot to the west. The main level is 29,500 sq.ft., the basement and second floors are both 3,400 sq.ft. each, and the Zamboni parking and ice plant are 1,000 sq.ft. with a total gross area is 37,300 sq.ft. Note that in the eastern section of the building there are locker rooms managed by the Deacons Adult Hockey League and are not part of this facility assessment. The square footage of this area is not accounted for in the above numbers. The arena section of the building contains one ice rink, bleacher seating for 500 persons, concessions stand, and skate rental. The entry section contains (3) levels: main entry with lobby and restrooms, a second floor with a large assembly space looking over the ice and restrooms, and a basement with (4) locker rooms.

SITE SUMMARY

Over the course of two site visits, by JSD Professional Services, in May of 2024, including a site walk-through with De Pere Ice Arena and Cornerstone Community Center Manager Don Chilson on May 15th, 2024, the current site conditions around the exterior of the De Pere Ice Arena were observed and documented, including a history of the facility over the approximately twelve years since Don Chilson became manager.

Located at 1450 Fort Howard Avenue in the City of De Pere, Wisconsin, the ice arena facility is approximately 50 years old, built on City of De Pere property, and adjacent to the Brown County Fair Grounds, City of De Pere Fairgrounds, Perkofski Public Boat Launch, and a residential neighborhood. Owned by the City of De Pere, the facility is operated by Brown County Ice Management, which also operates the privately owned Cornerstone Community Center, an Ice facility with three rinks, also in the City of De Pere. Parking is accommodated by a main parking lot adjacent to the front entry on the west side of the building, with additional gravel parking along the north façade and east of the building. The building is serviced by public utilities.

Challenges exist between the ice arena and adjacent residential properties to the south, as discussed during the walkthrough with the operator, and include noise complaints from vent fan use during ice removal and music during game events. Vandalism has been documented and includes dented and damaged fan shrouds along the south building façade.

No known construction plans or documents are available for the site design, utilities, etc.

PARKING AND ACCESS

Access to the property comes via a two-lane entry / exit from Fort Howard Avenue directly into the main parking lot, with secondary access from the fairgrounds on the north. An access drive through the park to the boat launch traverses along the north façade and provides access to the north and east / rear parking areas, and the east / rear service area.



PARKING LOT



The main parking area is located on the west side of the building, adjacent to the main entry, and accommodates 85 vehicles, including 4 accessible parking stalls, 2 of which are van accessible. The main parking lot appears accessibly compliant. A more efficient parking configuration may provide additional stalls.

Un-striped gravel parking along the north façade accommodates approximately 22 vehicles.

Un-striped gravel parking / service area at the east / rear side of the building can accommodate approximately 37 vehicles. Recycled asphalt millings were added to the rear parking lot, raising the elevation and causing water to drain towards the service entrances.

Striping of the current gravel parking areas will require additional accessible parking stalls.

Pedestrian walkways from the rear and north parking lots to the main entry do not exist.

During boating season, competition for parking with boat launch users causes a lack of parking for ice rink events. Unless barricaded and signed "For Rink Use Only", at times boater traffic has occupied most of the parking areas for the rink, causing parking issues for rink users.



GRAVEL PARKING LOT EAST OF THE ARENA

ENTRY

Around the building, there are 5 main egress doors with walks or concrete landings, along with several emergency exits discharging to gravel or grass. The entries have experienced settling of slabs or walkways, creating trip hazards and accessibility compliances issues. The main entry has been patched with asphalt as a temporary solution.

GRADING AND DRAINAGE

Along the front, or west side of the building, landscape beds, poor grading, soil build-up against the building above the floor slab, and roof discharge have caused water seepage into the building and damage to lower-level locker rooms. A minimal slope away from the building provides challenges for directing water. Operators have installed an above ground PVC drainage pipe to direct roof water away from the foundation in attempts to alleviate the problem.



NO CONCRETE STOOP AT MAIN ENTRY



WOODEN RETAINER WALLS



EAST DRAINAGE SWALE



SOUTH DRAINAGE SWOLE



DOWNSPOUT WASHOUT



SURFACE ROOF DRAINAGE PIPE



NORTH SIDE OF PROPERTY



DEBRIS AT SURFACE DRAIN



SURFACE DEBRIS

Along the south, a swale between the ice arena and the residential properties captures water and directs it east, towards the Fox River. The swale is graded at a minimal slope in some areas, causing wet pockets that are soft for mowers to traverse, and it meanders through several evergreen trees, inhibiting drainage and causing trash collection. Downspouts along the east façade drain into the swale, however years of damage from vandalism and maintenance mowing have left the downspouts in disrepair or missing all together. Some downspouts drain straight down against the building into the foundation, while others are heavily eroded adjacent to the building from discharge. Discharge from an internal roof drain for the rear locker room has caused significant erosion to the rear swale.

At the rear, or east face of the building, is where the De Pere Deacons locker room and mechanical / service areas are located, several entries and the Zamboni garage are below grade, with grated inlets to remove storm water. Due to numerous trees on the property and adjacent grounds, leaf debris clogging the drains is a constant challenge, requiring regular cleaning of the drains, and water seepage into the building occurs. Water from the rear parking lot drains down the Zamboni access drive, and occasionally into the building, through the Zamboni garage door and mechanical service door, as well as down the sidewalk and into the locker room addition. The Zamboni access drive and rear locker room sidewalk concrete is cracked and settled.

Along the north façade, downspouts drain to grade, and many are damaged similar to the south façade, with water discharging directly against the foundation. A minimal slope away from the building provides challenges to move water away from the building.

The main parking lot east of the building, along Fort Howard Avenue, appears to surface drain to the southeast corner of the lot, into the swale that drains east towards the Fox River. Portions of the parking lot also appear to drain west to Fort Howard Avenue and to the north to a drain inlet in the grass adjacent to the pavement.

The north and east parking areas surface drain with no observable direction, though drain inlets are adjacent to both parking areas, either in the paved access lane or adjacent grass.

From discussion with operation staff, the main parking lot was repaved by the City of De Pere in approximately 2012 and appears in good condition. The city maintains the parking lot, and at the time of the walk-through it had recently been crack sealed.

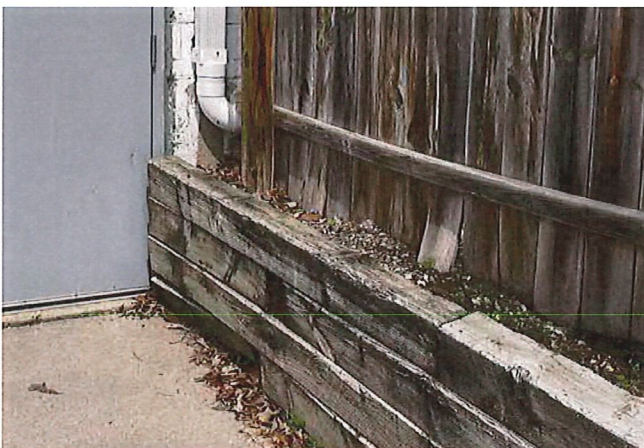
A front planting area with curbing and fencing exists along the Fort Howard Avenue frontage, and is in disrepair with cracked curbs, no vegetation, damaged 4-foot-tall fencing, and a damaged pedestrian gate to the sidewalk along Fort Howard



RETAINING CURB AT FORT HOWARD DRIVE



OVERGROWN TREES AT SOUTH PROPERTY LINE



WOODEN RETNING WALL



ZAMBONI ACCESS DOOR

Avenue. The operator shared that a 6-foot-tall chain link fence is temporarily attached along the frontage during the County Fair for access control, causing damage and leaving temporary connectors.

Box elder trees on the south neighboring residential property at the Fort Howard Avenue frontage have grown into and damaged the existing chain link fence along the south property line. Many of the trees are in poor condition and lean over the property line onto the facility property. The operator mentioned that several times debris, limbs, and entire trees have fallen into the parking lot and required removal.

RETAINING WALLS

At the rear of the building, several timber retaining walls adjacent to the rear locker room entry and Zamboni / mechanical / service area were observed in poor condition. The timber is rotted and past its life expectancy, and the walls have shifted and settled. The retaining wall adjacent to the mechanical / service room has shifted across the face of the service door.



GAS SERVICE ENTRANCE



ICE EQUIPMENT CONDENSER



TELECOM BUILDING ENTRANCE



SITE PARKING LOT DRAIN

UTILITIES

Electrical utility services come overhead from Fort Howard Avenue to a pole adjacent to the northeast corner of the building, near the exterior chiller and mechanical room, and overhead from the pole to the building with a meter and switchgear located on the building face. Refer to the electrical assessment for additional information.

Gas utility services come underground to a meter on the north building face near the northwest corner. Refer to the mechanical assessment for additional information.

Sanitary sewer service appears to be located on the north side, near the northwest corner of the building, with a manhole adjacent to the building. Size and routing to the public sewer were not determined, though the Green Bay Metropolitan Sewerage District treatment facility is located north on the other side of the Brown County Fairgrounds. No known challenges were expressed by the operator.

Storm sewer service appears to be located along the north façade, traversing through the adjacent park and discharging to the Fox River. Several inlets exist along the north side to capture runoff, either in pavement or the adjacent grass



area. Sump pumps from the building, in the front northwest corner and the rear mechanical room at the northeast corner discharge to the storm sewer. The northeast storm connection from the mechanical room has presented challenges, and has been cleared several times, televised, and replaced due to damage and failure. It is currently functioning without issue. Exterior drains adjacent to the rear locker room and Zamboni / mechanical room clog regularly with dirt and debris and require regular cleaning and maintenance.

Water service was not observed but appeared to enter near the rear mechanical room. Size and route were unavailable. It is unknown if the water service, or any adjacent public water main, could accommodate a fire suppression system if required for renovation. The current water service satisfies the facility's requirements.

REFUSE COLLECTION

Currently, refuse collection is handled by the City of De Pere using numerous smaller, residential style collection carts. Illegal public refuse disposal is a challenge as the carts are located in the open in the rear parking lot.

PARKING LOT LIGHTING

The current main and rear parking lots are illuminated with pole lighting, including newer LED fixtures. Parking lot lighting has been acknowledged as deficient by operating staff, particularly the rear parking lot, where illegal public refuse disposal and vandalism regularly occurs.

SCREENING AND BUFFERS

No screening is observed between the residential neighborhood to the south and the building, main parking lot, and rear parking lot / service area. No screening is observed around the refuse collection carts or mechanical units in the service area. Fencing around the service area, to screen and direct leaf debris, is in disrepair and settling.

SITE CONCERNS

- Parking and access
- Foundation drainage
- Foundation damage from mowers and maintenance
- Pavement settling at entries
- Drainage at rear entries
- Retaining wall conditions
- Utility confirmation
- Refuse collection
- Parking lot lighting
- Screening and buffers



SITE RECOMMENDATIONS

■ Parking and Access

- Install permanent signage displaying parking is for rink users only. Install an access control gate at the rear parking lot / service area. Regrade and pave the north and rear parking lot areas for drainage and striped parking, along with sidewalks to the main entrance and additional accessible stalls as required by code. Discussions with the southwest neighbor regarding tree and fence removal and replacement with a newer fence and screening plants is recommended as trees continue to decline.

■ Foundation Drainage

- Regrade the front foundation to drain to the south swale. Remove landscape beds and rocks and return the area to grass. Install permanent underground drainage pipe from the front roof collector and perforated drintile pipe along the front foundation and direct towards south swale. Repair downspouts and extensions. Install 6-8-inch riprap at downspout discharge locations and repair grade. Re-grade swales and remove evergreen trees. Investigate adding storm sewer inlets along north façade and connecting to the storm sewer system.

■ Foundation damage from mowers and maintenance

- Install a gravel maintenance strip around the building, extending 2-feet from foundation, with metal landscape edging, in conjunction with rip rap at downspout discharge locations. Extend rip rap further into swale as necessary to minimize erosion.

■ Pavement settling at entries

- Remove and Replace pavement at entries to create safe, flush access to doors. Recommend concrete sidewalks.

■ Drainage at rear entries

- Remove and replace concrete walkways and Zamboni service drive at rear service area and locker room. Enlarge catch basins and grates, and/or add trench drains. Install new pavement to minimize water directed towards entries. Institute a regular maintenance schedule for catch basin debris removal.

■ Retaining wall conditions

- Remove and replace retaining walls with modular block retaining walls, including drainage backfill and drintile.

■ Utility confirmation

- Converse with utility owners, locate, and televise utilities to document condition and provide additional recommendations for utility services.

■ Refuse Collection

- Consider privatization of refuse and recycling collection using larger dumpsters in a fenced and/or locked enclosure.

■ Parking Lot Lighting

- Analyze current light levels and install additional pole and building mounted lighting to provide illumination around the site.

■ Screening and buffers

- Install screening along the south property line to provide a buffer to the residential neighborhood. Install screen fencing and vegetation around mechanical units and service areas, including refuse containers. Replace fencing around mechanical unit area and service entry.



STRUCTURAL SUMMARY

The Arena's main structure is a typical moment frame "metal building" girder system with 8" purlins on the roof and a clear span of 118' across the arena. The Entry Section of the building is a single width load bearing concrete masonry unit exterior walls with precast floor and roof structure. No major structural issues were observed, and Staff did not mention any.

STRUCTURAL CONCERNS

- There is evidence of water infiltration through the basement locker rooms walls along the western side of the building. We believe a contributing factor to this is the main roof downspout was draining on to grade too close the building.

STRUCTURAL RECOMMENDATIONS

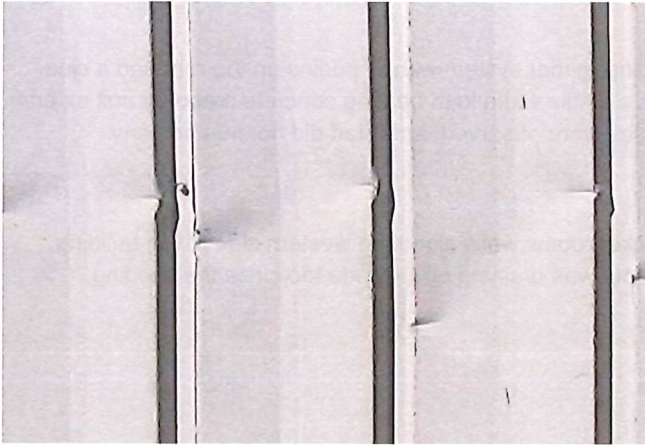
- Route the downspout drain line further away from the building.

EXTERIOR WALLS

The Arena walls consist of exterior sheet metal siding and the interior finish is painted plywood. Wall insulation appears to be 6" fiberglass batts sandwiched between horizontal framing members and the exterior sheet metal siding. The entry section is a 6-scored split face concrete masonry unit, with heavily textured stucco plaster accent bands. The ice plant is painted concrete masonry units.

EXTERIOR CONCERNS

- The metal siding shows areas of buckling where it's either been hit, or the foundation has settled. The folds created are now starting to rust.
- At the base of some siding panels, the screw connections have rusted completely through the siding, and no longer hold the panel in place.
- Gaps in the metal siding, at the base of the wall, could easily allow rodents to enter into the insulation cavity, gaining access into the building.
- Gaps at the top of a few metal siding panels appear to have allowed birds or bats to construct nests in the insulation cavity.
- The jagged nature of the split face concrete masonry units allows dirt to accumulate and create streaks down the face of the walls.
- The heavily textured, white painted stucco also allows dirt to accumulate and contributes to the "old and dirty" feel of the exterior.



CRIMPED METAL SIDING AT ARENA BASE



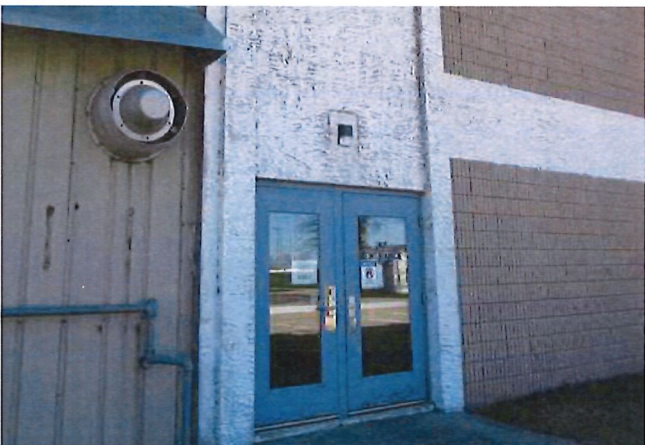
METAL SIDING CONNECTION RUSTED THROUGH



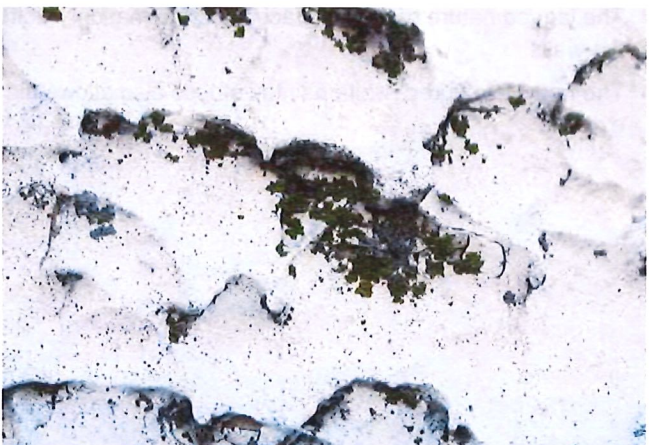
EXPOSED WALL INSULATION AT WALL BASE



NEST IN SIDING GAPS UNDER THE ROOF GUTTERS



TEXTURED STUCCO HOLDING DIRT



LICHEN GROWING ON BUILDING FACE



EXTERIOR RECOMMENDATIONS

- Reattach the metal siding at the base of the wall and seal off the entire length of the bottom of the siding panels.
- Inspect the top of the siding panels to remove any foreign material and seal off with metal trim.
- The Entry Section should be thoroughly pressure washed. The heavy textured stucco should be cleaned and repainted.

ROOFING

No records or drawings of the Arena roof replacement were available. We believe the original roof was high density fiberglass insulation board covered with standing seam metal roofing panels. Approximately 20 years ago, 4 inches of foam insulation board and a fully adhered white TPO (Thermoplastic Polyolefin) membrane was added on top of the metal roofing. Along the ridge of the roof there are (8) vent hoods. The interior ceiling is covered with a reflective membrane under the purlins.

The Entry Section contains a 10-year-old ballasted black rubber roofing membrane. The entire 3,400 sq.ft. roof drains to a single roof scupper on the front of the building, with (2) relief overflow scuppers on the north and south ends. It's this roof drain we believe was contributing to the water infiltration in the basement.

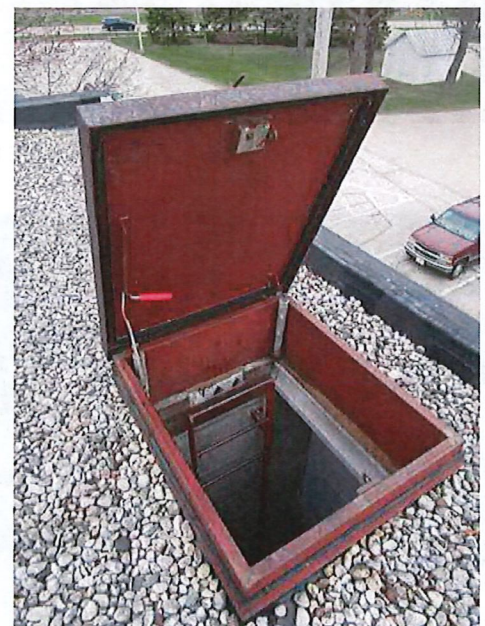
The Ice Plant is roofed with what appears to be a tan, fully adhered TPO membrane. However, the TOP is covered with a loose laid black EPDM membrane and covered with ballast stones.

ROOFING CONCERNS

- The roof hatch cover is rotated 180 degrees from where it should be relative to the access ladder. This is a major safety concern for maintenance staff accessing the roof. This opening is directly against a roof edge.
- The adjacent honey locust tree deposits it's seed pods onto the roof. This organic material will break down and promote other organic material to grow between the ballast stones.
- At the Ice Plant area, the black layer of roofing membrane is held in place by the roofing ballast and is not continuous over the tan layer. It has exposed edges which will allow water to seep under it and become trapped.

ROOFING RECOMMENDATIONS

- Rotate the roof access hatch 180 degrees. The proximity of the hatch opening to the roof edge requires a fall protection safety guard rail. Not only is this a building code requirement, but it's also an OSHA mandate.
- The Arena roofing membrane is in good shape for its age. It should be inspected yearly by a qualified roofer as part of a yearly maintenance routine. Budgetary Planning could start now for a replacement in 2034.



ROOF HATCH INSTALLED BACKWARDS



- It's not understood why the ice plant has effectively two roofing membranes. Our theory is that the new tan membrane is not very thick and is not attached to the insulation below. The black rubber membrane is heavy enough to support ballast stones which holds the roof in place. Again, we do not know why there are two membranes at this location.



SEED PODS ON ROOF



ARENA AND ICE PLANT ROOF



ICE PLANT ROOF



EXTERIOR METAL DOOR FRAME RUSTING



METAL WINDOW FRAME RUSTING FROM THE INSIDE



WINDOWS

The building contains one single-pane window above the main entry doors. There is evidence of rust inside the frame working its way out. This glass and frame should be replaced with a new thermally broken aluminum frame and double pane insulated glass panel.

DOORS/ FRAMES

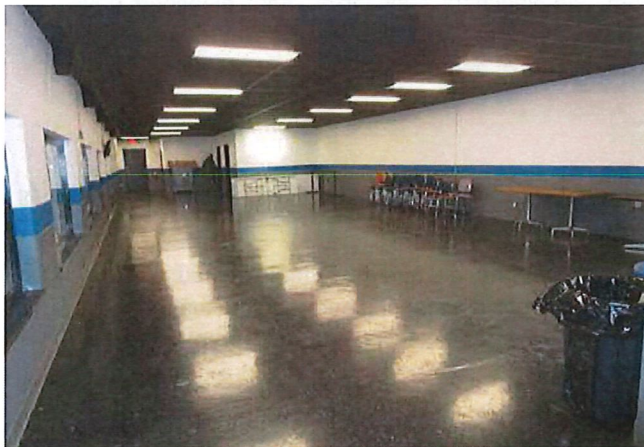
Interior and exterior doors and frames throughout the facility are hollow metal. Overall, most frames are in good to fair condition depending on their location.

DOOR/ FRAME CONCERNS

- The north entry lobby doors are rusting at the bottom and the frame is rusting through where it meets the floor.

DOOR/ FRAME RECOMMENDATIONS

- Replace the north lobby doors and frame.



SECOND FLOOR ASSEMBLY SPACE



WOOD FRAMED STORAGE ROOM

COMMON AREAS

The main entry lobby and the 2nd floor assembly space are in good condition overall.

COMMON AREAS CONCERNS

- On the second floor, there are (3) storage rooms made of wood construction equaling 436 sq.ft. Storage rooms of this size, in an un-sprinkled building, should be made of 1-hour noncombustible construction.

COMMON AREAS RECOMMENDATIONS

- Remove storage rooms, or construct a fire rated wall assembly at the 2nd floor storage rooms.



WOODEN STORAGE ROOM ABOVE CONCESSIONS



ALUMINUM BLEACHERS

SPECTATOR AREA OF THE ARENA

The spectator area contains the concession stand, skate rental room, and bleachers. Galvanized metal bleachers have aluminum seats and contain notches for wheelchair ADA seating. There is rubber flooring from the locker room access ramp, past the concessions stand, and in front of the bleachers. A double set of doors exit to the exterior east of the bleachers.

SPECTATOR AREA CONCERNS

- The rubber flooring in front of the bleachers appears aged, and is shrinking and pulling apart. In places tape is used to fill the gap in the flooring.
- The closest exit to the bleachers contains two doors, one has a round door handle and the other is pinned in place by a floor bolt. This is a code issue as the number of persons required to exit through that opening requires that both doors be active with push bar panic hardware. Current code requires there be a stoop outside the door. Currently there is a 6" drop into the grass.
- There are presently items stored under the bleachers. The current building code does not allow storage under bleachers unless it's protected by a fire sprinkler system or is separated by 1-hour rated construction.
- At the concessions stand, there are wooden stairs leading up to a storage room above. The room is 440 sq.ft. and appears to be sparsely used. As a storage room, it should be 1-hour rated construction or protected by a sprinkler system. The stairs and guard rails of the platform do not meet code and appear to have been constructed after the building was originally built.
- Above the Team Rooms, there is a similar set of stairs leading to the dehumidification equipment surrounded by wooden walls. Again, the stairs and platform guardrails do not meet code.
- There is a foil faced insulation below the roof purlins. At the goal ends, the foil facing has been damaged apparently by impacts with hockey pucks.



GAPS IN THE RUBBER FLOORING



WOODEN STAIRS TO DEHUMIDIFIER EQUIPMENT



DROP OFF AT EXTERIOR EXIT DOOR



REFLECTIVE MEMBRANE RIPPED BY PUCKS

SPECTATOR AREA RECOMMENDATIONS

- Replace the rubber flooring in front of the bleachers.
- Add panic door hardware to the exterior exit door and provide a concrete stoop on the exterior.
- Remove items stored under the bleachers. Provide chain link fencing to prevent unauthorized access to the space.
- If the storage room is needed above the concessions stand, rebuild it with fire rated construction and provide code compliant stairs and guard rails. Similar recommendation above the Team Rooms.
- Replace the foil faced insulation under the roof purlins and add protective netting above the goals to prevent future damage.



RESTROOMS

The current restrooms are extremely small, but did meet the code requirements at the time they were constructed. However, by today's codes they are undersized and not ADA compliant. See the expanded discussion on ADA issues in the Accessibility section of this report. For comparison, today's code would require (4) toilet fixtures for men and (7) toilet fixtures for women to serve the occupant load of the bleachers.

RESTROOM RECOMMENDATIONS

- At least one ADA accessible toilet room should be constructed in the facility. Often single ADA toilet rooms are called out as Family Restrooms as they are private and big enough for wheelchairs, baby strollers and used by families with small children who can not use the regular restrooms.



TYPICAL NON-ADA RESTROOM

LOCKER ROOMS

Each group of (2) basement locker rooms share a single toilet, and group shower room for (8) persons. In operation, only one locker room at a time would have access to the shower and toilet with the other locker room access being locked. This lower level is not code compliant ADA accessible. There is a ramp for users in skates to walk up to the ice level, however it does not meet the current ADA or building codes. Again, at the time it was constructed it met code. However, if upgrades to the facility are undertaken, ADA accessibility to this level will need to be addressed. Once accessibility to this level is created, then at least one accessible toilet and shower needs to be provided on this level. If the existing toilet and shower rooms are reconfigured, then both elements would need to meet ADA. The lower level is tight on available square footage and reconfiguring to meet ADA would be a challenge.

STAIRWELLS - CIRCULATION

Existing stairways met code in 1974. Codes have changed over the years and the existing railings don't meet the code compliance for rails built today. Only a reconfiguration of more than 50% of the building would require these to be upgraded to current codes.



STAIR GUARD RAILS DO NOT MEET THE
CURRENT CODE

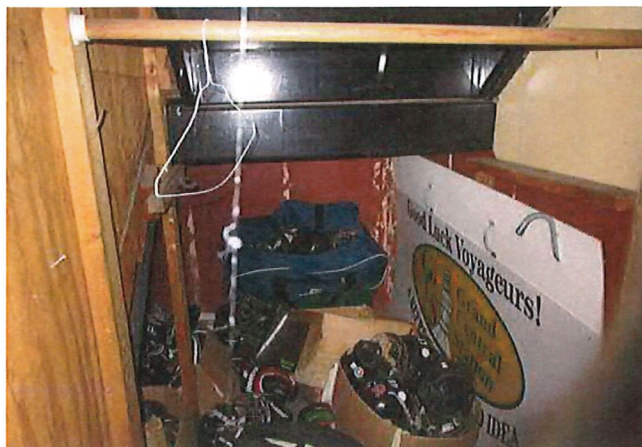


STAIRWELL - CIRCULATION CONCERNS

- On the lower level, the area under the stairs has been walled off to create additional storage.

STAIRWELL - CIRCULATION RECOMMENDATIONS

- All storage items and combustible construction under the stairs should be removed.



STORAGE UNDER EXIT STAIRWAYS

ACCESSIBILITY OBSERVATIONS

The American with Disabilities Act (ADA) of 1992 is a civil rights law that protects individuals with disabilities against discrimination in buildings classified as public due to physical barriers that may impede them from accessing the site, elements of a building or floors of a certain size or use. There are four important factors when considering the accessibility of a building.

The first factor is the approach to a building from a parking lot. This factor is satisfied with dedicated ADA parking directly in front of the building.

The second important factor in the accessibility of a building is the entry into the building from an accessible route. Code requires that the space on the exterior of the door is flat and that there is no more of a 1/2" high threshold at the door itself. Currently both the lobby doors do not have stoops and the drop off is approximately 1" at the west entry door, and 2" at the north entry door.

The third important factor is having an accessible route to common amenities and public spaces such as the bleachers, restrooms, locker rooms, and assembly rooms. An elevator should be provided in the entry section of the building for access to the locker rooms and the 2nd floor assembly room.

The fourth important factor would be to provide accessibility within all common spaces including arena seating and lobby, restrooms, locker/ shower rooms, assembly rooms, etc. As previously outlined, there are accessibility issues with the current restrooms and locker rooms due to their clearance constraints and barriers. Future renovations would mandate that up to 20% of the overall construction budget be allocated to increasing the accessibility of the buildings.





CITY OF DE PERE – DE PERE ICE ARENA Plumbing Description / Condition

SANITARY SEWER LATERAL

The original building was built in 1974 with a recent locker room addition when Voyager Youth Hockey Association and De Pere Deacon Amateur ice hockey teams took it over. The sanitary sewer appears to be adequate for a building of this size and could handle subsequent additions.

There are no existing mechanical drawings for the original building or renovations that were done assuming it was a design build from the 70's. Condition of the sanitary sewer lateral is unknown given that it is underground. There were minor issues reported by facilities maintenance personnel.

SANITARY SEWER LATERAL RECOMMENDATION

- It is recommended to have the sanitary sewer scoped to determine its condition prior to any additions or alterations.

WATER SERVICE LATERAL

A 1 1/2" water service lateral enters the lower level mechanical room from the northwest corner of the facility.



WATER SERVICE SHUT-OFF VALVE



WATER SERVICE AND METER



GUTTER AND DOWNSPOUTS



DOWNSPOUT PVC EXTENSION



CRUSHED DOWNSPOUTS



MISSING DOWNSPOUT EXTENSIONS



MISSING DOWNSPOUT EXTENSIONS



SEVERE PERIMETER GRADE EROSION



MISSING DOWNSPOUT



MISSING DOWNSPOUT

GENERAL STORM/ ROOF DRAINAGE

The building is served by gutter and downspouts to grade.

- Interior storm piping at sump pump is galvanized steel and was replaced/ repaired in PVC.

STORM/ ROOF DRAINAGE CONCERNS

- Missing and damaged downspouts do not allow storm water to be carried away from the building properly. Missing extensions are causing the grade at the perimeter of building to erode due to stormwater.

STORM/ ROOF DRAINAGE RECOMMENDATIONS

- Repair downspouts to gutter, add extensions, pipe stormwater away from building.



SUMP PUMP

SANITARY DRAINAGE

The original building was constructed in 1974. Condition of the entire system below floor is unknown. The above grade sanitary and vent piping is primarily cast iron with additions and repairs made in PVC.

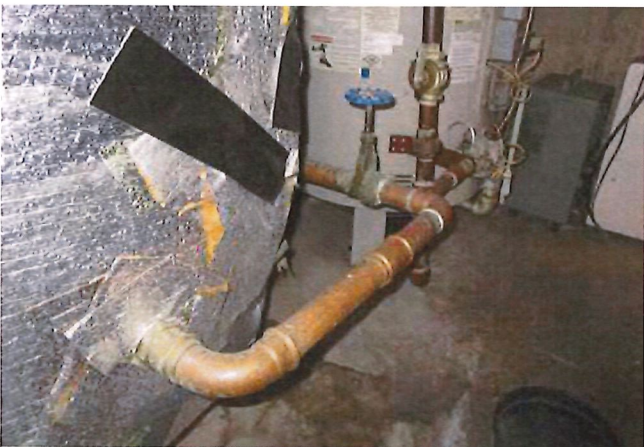
The sanitary pipe serving the large grated drain in the Zamboni room was replaced about 10 years ago. It is piped directly to the exterior to a sanitary manhole.



REPAIRS IN PVC



PAINTED CAST IRON PIPING



PRO-PRESS FITTINGS



BROKEN THERMOMETER ON HOT WATER STORAGE TANK



SANITARY DRAINAGE CONCERNS

- No current issues were mentioned during the site visit and is assumed to be adequate for the building use.

SANITARY DRAINAGE RECOMMENDATIONS

- It is recommended to have the interior sanitary sewer scoped to determine its condition prior to any additions or alterations.

DOMESTIC WATER DISTRIBUTION SYSTEMS

The building has a 1 1/2" domestic water distribution system which is supplied from the 1 1/2" water service. Majority of the domestic supply piping is copper. Additions and/or repairs utilize Pro-Press fittings.

Water pressure was gauged at 62 psi at the first level service sink.

Hot and cold supply piping within the building is not insulated or labeled.

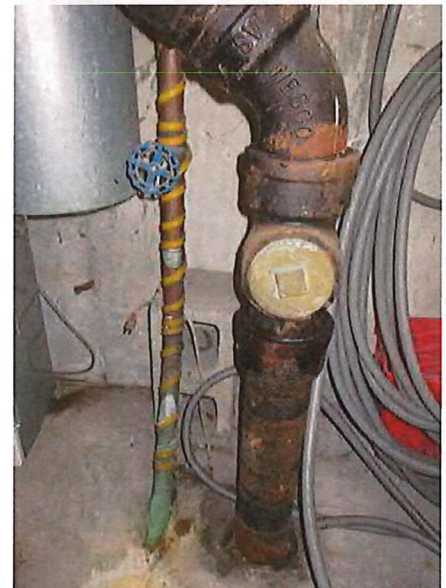
The domestic hot water recirculation system for this building is served by a Bell & Gossett #NBF-22 circulator and appears to be newer.



HOT WATER RECIRCULATING PUMP



COPPER SUPPLY PIPING – NO
INSULATION/NO LABELING



1 1/2" SUPPLY TO BELOW FLOOR –
UNINSULATED/NOT LABELED
AND HEAT TRACED



WATERCLOSETS REPLACED 2012



WATERCLOSETS REPLACED 2012



SUPPLY STOPS



WALL HUNG LAVATORIES



WALLHUNG LAVATORIES



STALL TYPE URINALS W/SENSOR
OPERATED FLUSH



DOMESTIC WATER DISTRIBUTION CONCERNS

- Lack of recirculation piping at branches limits the availability of hot water to most fixtures without running them for extended periods of time.
- Supply piping should be fully insulated and labeled throughout the facility.
- Outlet supply pipe of storage tank has a broken thermometer.

DOMESTIC WATER DISTRIBUTION RECOMMENDATIONS

- Per the Wisconsin Plumbing Code adoption, 2015, from the IECC (International Energy Conservation Code) effective May 1, 2018, regarding maximum pipe lengths on hot water supply to public lavatories and other fixtures by definition as being for public hand washing, shall provide hot water supply piping to within 2'-0" of the fixture for ½" supply pipe size. The entire hot water system would need updating/replacement to provide the necessary hot water at all hand washing fixtures to meet this code adoption.
- Insulate and label domestic water supply
- Replace/repair thermometer at hot water storage tank outlet.

PLUMBING FIXTURES

All the waterclosets and lavatories were replaced in 2012 which puts them at 12 years old at the time of this report. Existing p-traps and supply stops appear to have been installed prior to 2012. Stops are corroded.

- Waterclosets are tank type. Supply stops are corroded.
- Lavatories are wall hung with manual faucets.
- One dual height electric water cooler with bottle filler (EWC) located at the first level is in good condition and meets ADA.
- Urinals are stall type with sensor operated flush valve and a manual flush valve on second level.
- The first level service sink is a molded basin with spout threaded on vacuum breaker. The second level has an older mop basin with a two-handle faucet and plain end spout. No vacuum breaker required since it is not a threaded outlet.
- Lavatory p-traps are missing trap wrap to meet ADA code requirements.
- Some floor drain grates are broken and/or clogged.



REMOTE URINAL FLUSH VALVE



URINAL SENSOR OPERATED FLUSH



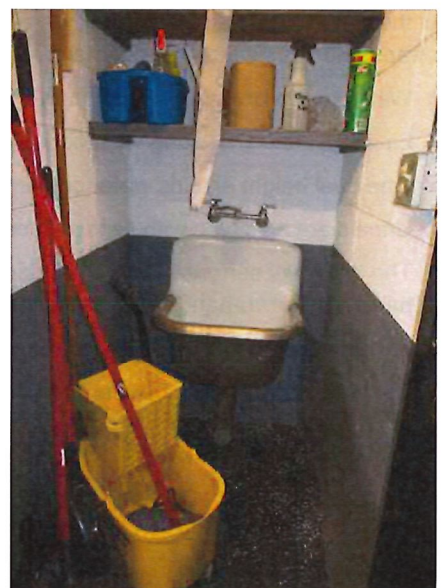
2ND LEVEL STALL URINAL
MANUAL FLUSH



ADA ACCESSIBLE EWC
WBOTTLE FILLER



1ST FLOOR SERVICE SINK



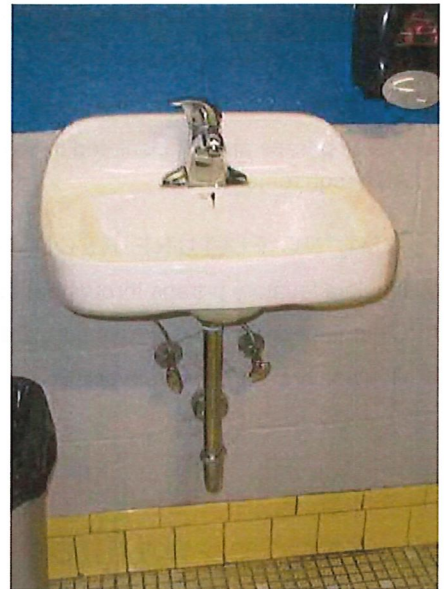
2ND FLOOR SERVICE SINK



SERVICE SINK MISSING SUPPLY
SHUT-OFF VALVE HANDLES AND
VACUUM BREAKER



MISSING TRAP WRAP



MISSING TRAP WRAP



MISSING TRAP WRAP



SHOWER ROOM FLOOR DRAIN GRATE



BROKEN FLOOR DRAIN GRATE



PLUMBING FIXTURE CONCERNS

- Clogged floor drain grates.
- Floor drains missing grates.
- Waste p-traps are not insulated to protect against sharp edges or burns by a wheelchair bound individual not meeting ADA requirements.

PLUMBING FIXTURE RECOMMENDATIONS

- Insulate lavatory p-traps throughout the facility to meet ADA.
- Clear floor drain gates and ensure drains are functioning properly.
- Replace broken floor drain grates.

RESTROOM FIXTURES

Overall, a majority of the plumbing fixtures within the building are in acceptable working condition.

The water closets are 1.6 gallons per flush (gpf) tank type and appear to be in adequate condition.

Urinal is a wall hung 1.0 gpf with a sensor-operated flush valve.

The lavatories are wall mounted with manual single lever faucets.

Plumbing fixtures have a service life of 30 years, but the faucets and valves have a service life of between 10 and 15 years, with regular maintenance and parts replacement.

RESTROOM FIXTURE CONCERNS

- All fixtures appear to be operating as expected with no concerns.

EQUIPMENT

The hot water is served by an A.O.Smith "Burkay" gas fired boiler (dated 2005) and a 350 gallon vertical storage tank in the mechanical room. The recirculation pump appears to be newer and in good condition.

The expected service life of water heaters is 10 – 20 years depending upon water quality and maintenance.

The expected service life of recirculation pumps is 10 years depending upon water quality and maintenance.



EQUIPMENT CONCERNS

- Age of water heater and storage tank are exceeding normal service life and efficiency is in question.
- Storage tank has torn insulation blanket and condition of tank interior is in question
- Recirculation pump appears to be in good condition.

EQUIPMENT RECOMMENDATIONS

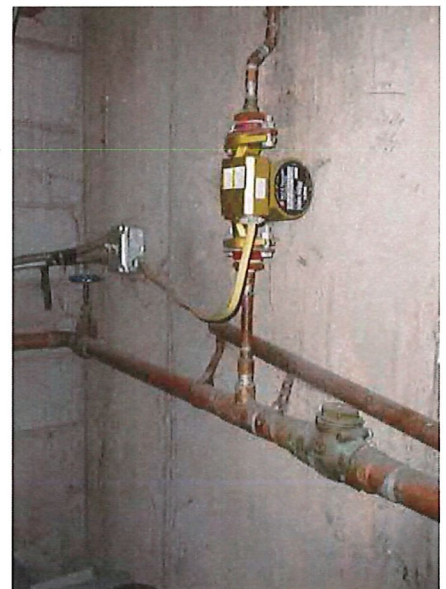
- Replacement of water heater and storage tank is recommended due to age, questionable efficiency, and overall condition.

FIRE PROTECTION

Building is unsprinklered



WATER HEATER/STORAGE TANK



RECIRCULATION PUMP





CITY OF DE PERE – DE PERE ICE ARENA

HVAC Description / Condition

The mechanical systems serving west areas of the Arena consist of natural gas-fired furnaces and a packaged rooftop unit. Spaces served by the systems include lobby, viewing area, conference room, rest rooms, concessions, storage and locker rooms.

An indoor, modular air handling unit with chilled water coil and hot water reheat coil, provides dehumidification for the Arena.

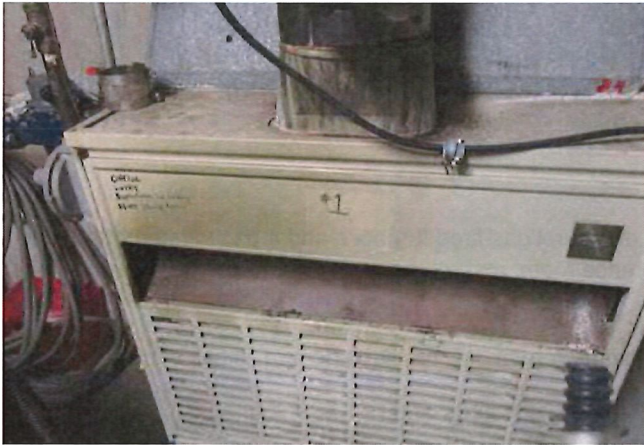
Natural gas-fired infrared heaters provide supplemental heat for the Arena spectator area.

A suspended natural gas-fired unit heater provides heating for storage room housing Zamboni ice resurfacing machine.

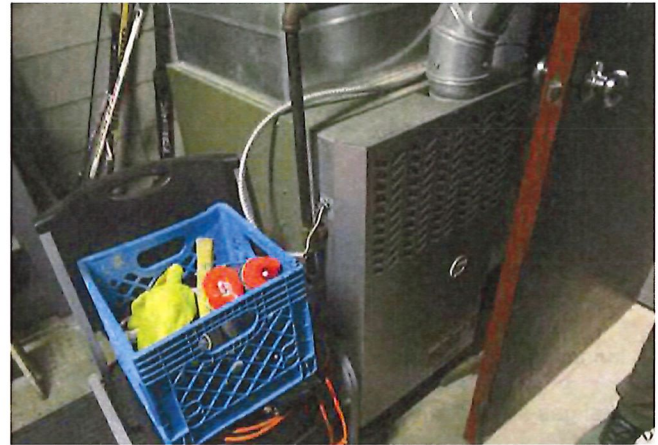
The table below provides applicable values of service life as compared to the actual age and condition of the equipment explored herein. Service life is defined as the economic life of a system or component as it relates to obsolescence, reduced reliability, excessive maintenance cost, changed system requirements, or failure.

Equipment	Actual Equipment Age	ASHRAE Estimated Service Life ¹	Observed Condition
Gas-fired Furnaces	15-34 Years	18 Years	Poor
Packaged Rooftop Unit	25 Years	15 Years	Poor
Indoor Air Handling Unit with Coils	18 Years	20-25 Years	Fair
Inline Pump (Pipe Mounted)	18 Years	10 Years	Fair
Heat Exchangers (Shell-and-Tube)	18 Years	24 Years	Good
Gas-fired Infrared Heaters	1 Year	20 Years	Good
Gas-fired Unit Heater	5 Years	13 Years	Good
Powered Roof Ventilators	50 Years	20 Years	Poor
Electric Baseboard Heaters	50 Years	13 Years	Poor
Electronic Controls	2-25 Years	15 Years	Fair

¹ 1999 ASHRAE APPLICATIONS HANDBOOK



FURNACE #1



FURNACE #2



FURNACE #3



PACKAGED ROOFTOP UNIT

HEATING

There are (3) ducted, non-condensing furnaces serving the main entrance portion of the original building.

Furnace #1 (200,000 Btu/hr Input; 152,000 Btu/hr Output) is 34 years old and serves First Floor Office, Lobby, Restrooms and Skate Sharpening Room.

Furnace #2 (135,000 Btu/hr Input; 108,000 Btu/hr Output) is 15 years old and serves First Floor Concessions/Skate Rental.

Furnace #3 (125,000 Btu/hr Input; 100,000 Btu/hr Output) is 27 years old and serves Basement Locker Rooms.

A packaged rooftop unit with gas-fired heating serves Second Floor Viewing Area, Restrooms and Storage Rooms.

A ducted, indoor air handling unit with supply air blower; filtration; chilled water, cooling coil and hot water reheat coil provides humidity control for the Ice Arena. Heat rejection (waste heat) from the Ice Arena chiller is converted to hot water via (2) shell and tube heat exchangers and distribution of hot water to the reheat coil via an inline pump.



DEHUMIDIFICATION UNIT



HEAT EXCHANGERS



REHEAT COIL PUMP



INFRARED HEATERS

To provide some comfort for spectators, the bleachers are served by (2) natural gas-fired infrared tube heaters.

The northeast corner storage and locker areas are served by electric baseboard heaters.

Storage room, housing electric operated Zamboni, has a suspended gas-fired unit heater to maintain heating temperature in space when cold outdoor temperatures are experienced.



ELECTRIC BASEBOARD HEATER



HEATING CONCERNS

- Common flue venting termination on roof for furnaces does not have a rain cap. Venting inside the Basement mechanical room housing the furnaces is rusted and deteriorated. Openings in venting caused by deterioration may allow spread of harmful flue gases (carbon monoxide) into building.
- Furnace #1 and #3 are well past their estimated service life expectancy, according to American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE). Furnace #2 is nearing its estimated service life expectancy. Due to age, maintenance can be expected to increase further.
- Electric baseboard heaters are well past their estimated service life. Due to age, they could eventually fail to energize.
- When unit heater was replaced five years ago, existing venting was reused. Unit heater (low heat gas appliance) flue venting through roof is less than 10 feet horizontally from higher portion of building, so its vent termination should be installed a minimum of 2 feet higher than taller portion of building. When unit heater was replaced less than five years ago, venting should have been addressed to comply with Fuel and Gas Code.
- Gas piping routed on Ice Arena roof is rusted and supported by rotten wood blocks. Improperly supported piping could cause damage to roof. The gas piping feeds units serving the east building addition utilized by Voyagers and Deacons teams.

HEATING RECOMMENDATIONS

- Implement a contingency plan to replace furnaces that have exceeded their estimated service life expectancy. Recommend replacement to be with sealed combustion, high efficiency, condensing furnaces.
- Consider replacing flue venting for unit heater.
- Consider replacing wood gas piping supports on roof with UV resistant rubber or plastic supports with Unistrut for pipe attachment.



UNIT HEATER



UNIT HEATER FLUE VENT



GAS PIPING ON ROOF



DEHUMIDIFICATION UNIT SUPPLY DUCTWORK



POWERED ROOF VENTILATORS AND
COMMON FURNACE FLUE VENT

COOLING AND VENTILATION

Fresh air (outside air) brought into the building for spaces served by furnaces utilizes a common ventilation duct system connected to an exterior wall louver on the west side of building. Individual outside air ducts with motorized dampers, connected to the common ventilation duct, branch out to associated furnace return air ductwork. The common ventilation duct system also provides the room with fresh air for domestic water heater combustion.

The packaged rooftop unit has an air-cooled compressor and condensing section for mechanical Direct Expansion (DX) cooling, but no economizer section and controls to bypass mechanical cooling to allow the unit to bring in outdoor air for cooling when outdoor conditions (cool and dry) warrant use. Without an economizer section, the unit does not directly bring in fresh air for ventilation.

The dehumidification unit utilizes chilled water (glycol mixture) from the ice surface chiller system to maintain cooling setpoint in Arena. Sheet metal supply air ductwork discharges 10,000 CFM (Cubic Feet per Minute) from the unit's blower section, out into Arena. The sheet metal ductwork transitions to fabric ductwork with perforations for air distribution.

Several exhaust systems are installed in the building.

Ducted, power roof ventilators on Viewing Area roof provide exhaust for restrooms, locker rooms and storage.

A ducted, sidewall exhaust fan mounted on southwest corner of building provided exhaust when smoking was allowed in Lobby. This fan is activated by a wall mounted switch.

A ducted, sidewall exhaust fan mounted on north wall of building served concession area. It is no longer in use and has been abandoned for some time.

The Arena has (4) exhaust fans. Three (3) south, wall mounted exhaust fans are manually activated to provide an air exchange during summer and keep sand floor dry. An additional inline exhaust fan with discharge ductwork terminating outdoors to a vent on south wall of building is activated in the same manner.

In the mechanical room, housing the chiller, there is a ventilation system consisting of north wall mounted propeller fan and east wall mounted intake louver with damper. This system is no longer in use.



COOLING AND VENTILATION CONCERNS

- The furnace systems do not have means for cooling (air-conditioning for human comfort). This is only a concern if there is a desire to maintain comfortable cooling temperatures for occupants during summer months.
- Based on size of furnace system outside air ducts, they are not sized to provide adequate ventilation to conform with current Mechanical Code, based on occupancy classifications served.
- Outside air / combustion air ductwork is not insulated. Uninsulated, condensation on surface of duct will occur. With moisture buildup, dripping on building materials, it can lead to mold growth.
- The packaged rooftop unit serving Second Floor does not conform with current Mechanical and Energy Codes for ventilation and economizer requirement. According to ASHRAE, the unit is well past its estimated service life, so increased maintenance can be expected.
- Due to age of powered roof ventilators and exhaust fans, maintenance for fans should be expected to increase as they age further.

COOLING AND VENTILATION RECOMMENDATIONS

- If air-conditioning is desired in areas served by furnaces, recommendation is to add DX cooling coils to replacement furnaces. The coils would be piped with refrigerant to air-cooled compressor condensing units that could be mounted on the roof.
- Replace packaged rooftop unit.
- Replace aging powered roof ventilators for Restrooms, Showers and Locker Rooms.

HVAC CONTROLS

Furnaces and rooftop unit each have wall mounted, electronic, 7-day programmable thermostat for temperature control.

Dehumidification unit has electronic controls that act on input signals from space temperature and humidity sensors for operation.

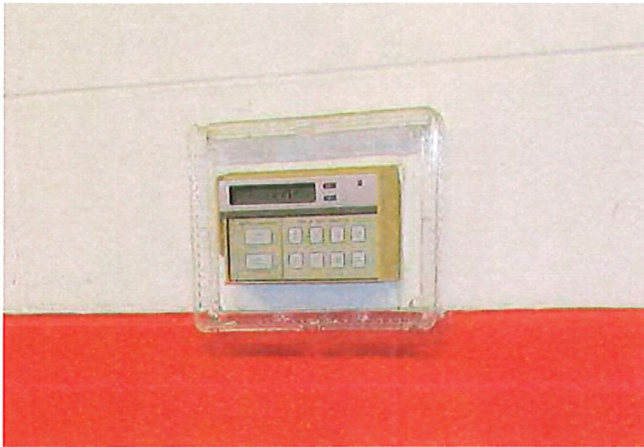
Infrared and suspended unit heaters have electronic, non-programmable thermostats, set to maintain desired heating temperature.

Electric baseboard heaters have factory integral controls that can be adjusted to maintain a set heating temperature.

Wall mounted toggle (On/Off) switches were installed to energize powered roof ventilators and exhaust fans.

HVAC CONTROLS CONCERNS

- Overall, control components have exceeded their estimated service life expectancy and should be replaced.



BASEMENT LOCKERS PROGRAMMABLE THERMOSTAT



SHOWER AND RESTROOM FAN SWITCHES

HVAC CONTROLS RECOMMENDATIONS

- Implement a contingency plan to replace components and wiring as needed to ensure systems operate properly.
- At a minimum, consider implementing electronic time clocks for automatic management of powered roof ventilators and exhaust fans serving restrooms, showers and locker rooms when building is occupied and shutdown when building is unoccupied. This can be interlocked with furnace outside air (ventilation) dampers to open at same occupied hours, for building pressure management and energy conservation measure.





CITY OF DE PERE – DE PERE ICE ARENA

Electrical Systems Description / Condition

ELECTRICAL SERVICE/ POWER DISTRIBUTION

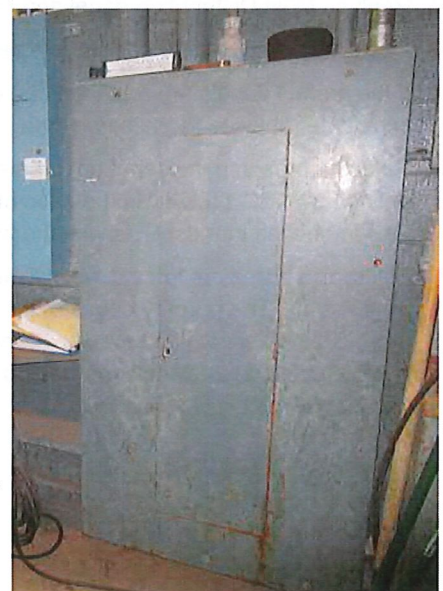
The building electrical service is provided by Wisconsin Public Service (W.P.S.) and is a 277/480V, 400A, 3-phase service with a 400A disconnect switch that feeds the Main Distribution Panel (MDP) located in the electrical / Ice Plant on the first level. The MDP feeds several branch panels and equipment. The original service was upgraded with a new disconnect switch in approximately 2010 to feed the MDP. The existing pole mounted utility transformer is located outside of the main electrical / Ice Plant, to the north of the building. The switchgear equipment and branch panels are manufactured by Square-D, I.T.E. and Siemens. Some pieces of equipment are original to building construction in 1974. Upgraded electrical equipment is limited to the main disconnect switch and two branch panels.

SERVICE/ POWER DISTRIBUTION CONCERNS

- Main distribution panel is original to the building. It is outdated and in poor condition with surface rust and corrosion throughout the panel. Finding replacement parts can be difficult and the actual operation of the breakers may be questionable due to the environment where it is located. If one of these breakers would happen to get overloaded, it may not trip into the "open" state to shut off the circuit. This situation would be considered a fire hazard.
- A few branch panels are original to building construction and dated. One branch panel located in the Ice Plant is outdated and in poor condition with surface rust and corrosion throughout the panel. Finding replacement parts can be difficult and the actual operation of the "toggle" type breakers is questionable. If one of these breakers would happen to get overloaded, it may not trip into the "open" state to shut off the circuit. This situation would be considered a fire hazard.
- The branch panels in the Ice Plant and Janitor's Closet need to have clear floor space in front of them per National Electrical Code (NEC) 110.26 Working Space. There is a work bench in front of the branch panels in the Ice Plant that impedes into the working space.
- On the second floor above the concession stand, there is an open junction box with live conductor terminations exposed to the space.



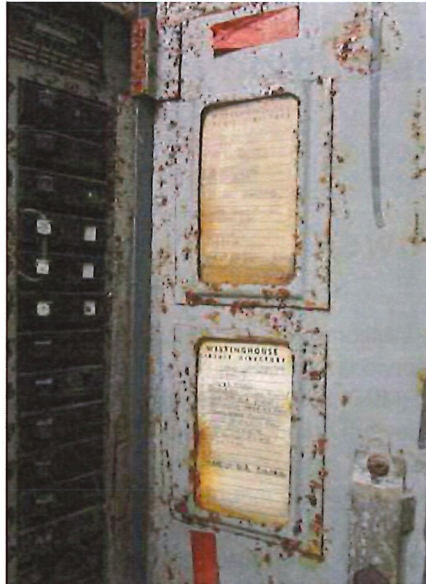
400 AMP MAIN DISCONNECT



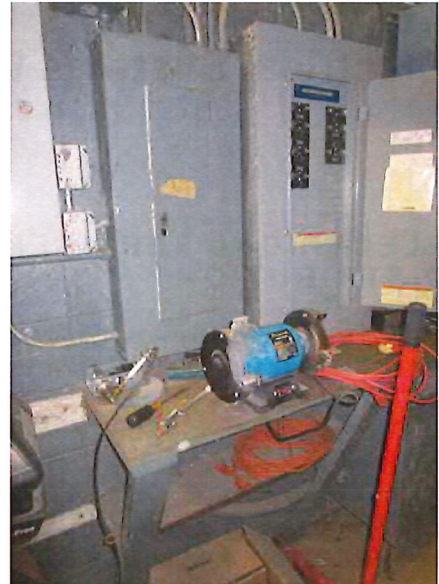
MAIN DISTRIBUTION PANEL



BRANCH PANEL



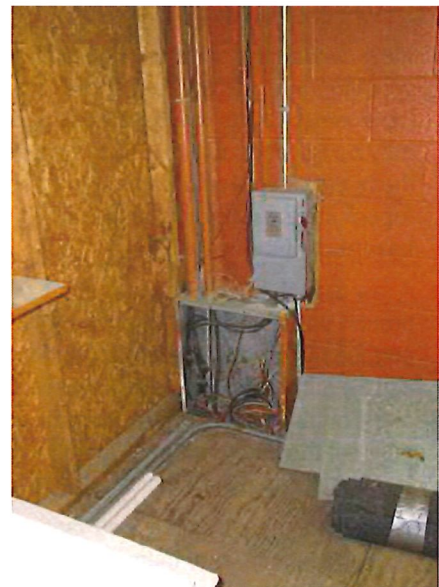
BRANCH PANEL



WORK BENCH CONFLICTS WITH
WORKING SPACE OF BRANCH PANEL

SERVICE/ POWER DISTRIBUTION RECOMMENDATIONS

- Exercise each of the MDP breakers that feed the branch panels and equipment, to verify that they are functional and operate as required.
- Replace Main Distribution panel and breakers with new.
- Replace certain Branch panels with new.
- If the branch panels are replaced, the conductors feeding these panels should be replaced at the same time.
- Relocate branch panels that do not meet the required working space as defined by NEC 110.26. In the case of the panels in the Ice Plant; remove the workbench that conflicts with the working space.
- Electrical service equipment typically has a service life of approximately 30-40 years. The primary cause of the replacement is the inability to produce breakers which properly fit and operate within the existing branch and distribution panels toward the end of life.



OPEN JUNCTION BOX



GENERATOR SYSTEM

The Ice Arena facility does not have a back-up or standby generator for emergency power systems or egress lighting. A generator is not required per code.

GENERATOR CONCERNS

- If any facility has a back-up generator, the current National Electrical Code (N.E.C.) Article 700 requires two separate distribution systems from the generator, or Emergency Power Source. One distribution for Life Safety (lighting and fire alarm) to protect the occupants and one distribution for Equipment (security, circulation pumps, boilers, HVAC units) to protect the building. The facility should consider the installation of a back-up generator system if major remodel or any building additions are done to the property.

GENERATOR RECOMMENDATIONS

- Generators typically have a service life of approximately 20-25 years, with the issue of finding replacement parts that will keep the generator operating properly.
- Consider updating the facility by adding a generator and two separate distributions to meet current code requirements of generator installations.

LIGHTING/ LIGHTING CONTROLS

For interior lighting; all of the ceiling lighting in the lobby areas and over the ice rink (low-bay luminaires) has been changed over to Light Emitting Diode (L.E.D.) type luminaires within the last two years. These have replaced the older / existing fluorescent tube type luminaires. This type of luminaire replacement is an ongoing conversion to L.E.D. luminaires and will result in a much more energy-efficient lighting system.

For exterior lighting; all lighting appears to have been converted to L.E.D. luminaires.

For emergency egress lighting; most of the exit signs have integral lamp heads that will illuminate when normal power is lost. An internal battery unit will energize the lamp heads.

There are areas that still use fluorescent type lamps within the luminaire for illumination; these areas are the lower-level locker rooms, concession stand, seating area in the rink and mechanical spaces. All areas have simple toggle switch for lighting control. There was no observation of automated lighting controls, such as occupancy / vacancy sensors or a lighting control system.

LIGHTING/ LIGHTING CONTROLS CONCERNS

- Lack of automated controls such as occupancy sensors can result in energy over-usage. An occupancy sensor has the ability to automatically turn off luminaires in areas when unoccupied. The International Energy Conservation Code (IECC), Chapter 4, section C405 requires the use of automated controls.
- Although the exit signs have battery back-up lamp heads for emergency egress lighting, that may not be sufficient to cover the "path of egress" in all areas of the building. The "path of egress" is an unobstructed path to exit buildings or structures and shall be illuminated as required by the International Building Code (IBC), Chapter 10, Section 1008. This code requires illumination level of 1.0 footcandle at the walking surface and 10 footcandles in exit stairways.



EMERGENCY LIGHTING



EMERGENCY LIGHTING

LIGHTING/ LIGHTING CONTROLS RECOMMENDATIONS

- Provide automated controls, such as occupancy or vacancy sensors, to turn off lighting when a space is unoccupied.
- Measure the current “path of egress” footcandle levels to determine if any additional battery lighting units are needed to achieve IBC footcandle requirements.

FIRE ALARM

The Ice Arena facility does not have a Fire Alarm system. A Fire Alarm system is required per code NFPA 72 (Group A-4).

FIRE ALARM CONCERNS

- Lack of Fire Alarm system for an assembly type building.

FIRE ALARM RECOMMENDATIONS

- Provide new Fire Alarm system to meet latest code of the National Fire Protection Agency (NFPA) 72 and International Building Code (IBC) 907.2.2.

TELECOMMUNICATIONS SYSTEM

The incoming Telecommunications service is located near the front entrance of the building and is provided by Ameritech. There do not appear to be any issues with this service, and it meets the current needs of the facility.



TELECOMMUNICATIONS

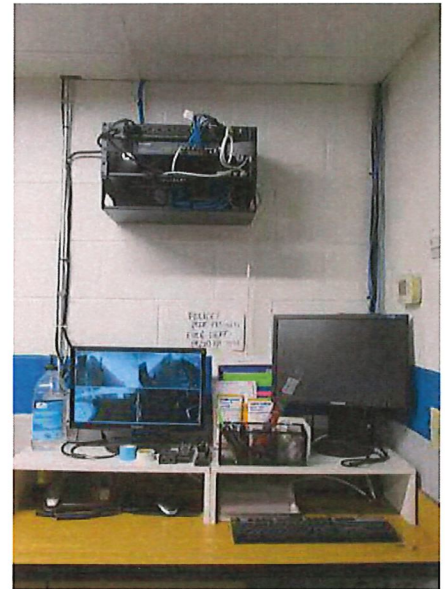


TELECOMMUNICATIONS SYSTEM CONCERNS

- No major concerns at this time. Any future additions or large remodeling may require an updated service to a fiber optic service and upgraded data distribution within the building.
- Data racking and head-end equipment should be located in conditioned rooms dedicated for such use. The controlled environment extends the longevity of the system.

TELECOMMUNICATIONS SYSTEM RECOMMENDATIONS

- No recommendations at this time.
- Any major upgrades to the system should be installed in a room designed for that use.



TELECOMMUNICATIONS

SECURITY ACCESS CONTROLS

Security card access is used on doors where required by the occupants for private access to the building.

SECURITY ACCESS CONTROLS CONCERNS

- The system is no longer working.

SECURITY ACCESS CONTROLS RECOMMENDATIONS

- Security systems should be replaced.



CARD ACCESS





CITY OF DE PERE – DE PERE ICE ARENA Ice Refrigeration Description / Condition

BACKGROUND | ORIGINAL INSTALLATION AND DESIGN

Rink-Tec was selected by the City of De Pere for the ice plant modernization at the De Pere Ice Arena in April of 2011. This consisted of removing an ammonia-based system using calcium chloride and installing the present-day system. The existing system is a Freon-based, split-circuit, 100-ton refrigeration system using R507 as its refrigerant. The refrigeration system is coupled with a Baltimore Aircoil evaporative condenser. The condenser is a combination of air and water and uses a VFD on the condenser fan motor for energy efficiency.

When the system was initially installed, it was coupled with a BRR Technologies dehumidifier. This design uses waste heat from the refrigeration system as well as cold fluid (calcium chloride) returning from the rink floor to dehumidify the rink space.

EMERGENCY SERVICE IN 2018

In September of 2018 an emergency service call was requested by rink management. It was noticed that the relief valve for the rink floor system had burst due to an increase in pressure. The chiller barrel for the refrigeration system was built specifically for use with calcium chloride as the secondary fluid. However, the PH level became acidic and the integrity of the tube sheet on the chiller vessel was compromised. The Freon side of the refrigeration system was also then compromised as calcium chloride infiltrated into the compressors and oil system.

Because the original fluid was used with the new system it became necessary to drain the floor system, flush the floor system, and replace the calcium chloride with ethylene glycol. The chiller barrel was replaced and the entire refrigeration circuit both on the A side and the B side of the system was cut open and cleaned and then purged with nitrogen. All four original compressors were replaced over the next year due to damage brought on by this catastrophic event.

The new chiller vessel has a life expectancy of 30 years with ethylene glycol as the new heat transfer fluid. The compressors, with continued preventative maintenance should be good for 10 plus years of use.

PREVENTATIVE MAINTENANCE

The refrigeration system has been serviced under a maintenance contract since 2012 and is currently serviced quarterly by Rink-Tec International. Refrigerant and oil filters are changed annually in the first quarter of every year. Refrigerant and oil levels are logged and checked on every visit.



Quarterly maintenance includes checking and tightening all electrical controls and components, inspecting pump seals, lubricating all motors, and tightening of fan belt fans on the condenser fan motor. The system is in good operating condition.

SYSTEM UPGRADES

A new condenser fan motor was installed in August of 2021.

A new Variable Frequency drive was added to the condenser fan motor in 2022.

RINK FLOOR CONCERNS AND OBSERVATIONS

In 2021, prior to ice being reinstalled in the rink, it was discovered that the surround pipe that holds the tubing system in place at both ends of the rink had pulled away from the concrete perimeter. This was the main reason for the poor ice conditions around the rink circumference. At this time, we reconnected the perimeter pipe where possible and reconnected the u-bends and tubing system to the surround pipe.

A levelness check was also completed on the rink floor using a laser at the same time. The rink floor level is out of tolerance of current industry standards. A new sand floor today is plus or minus a quarter inch from the benchmark. This floor is plus or minus 2 inches and is a concern based on ice quality and energy efficiency.

RECOMMENDATIONS

- Preventative maintenance on the chiller system should continue. The condenser is in excellent shape if the water treatment is managed properly. I anticipate a replacement for the condenser within a 10-year period. I would budget \$200,000 based on current cost and rate of inflation.
- A new dehumidification system is something that needs to be considered, not only for keeping the arena space dry, but also to make the system more energy efficient by disconnecting the BRR System from the rack system. A Desiccant dehumidification system is industry standard now. This would also take care of fresh air requirements per today's code. I would budget \$200,000 for a new Desiccant system with minimal ductwork.
- Most importantly the floor system is of the most concern. It is very unlevel and the subfloor heating system is non-functional. The more use the floor gets over extended periods of time, the worse the floor will heave and a frost problem will develop in the subgrade. The replacement of the under floor heating system and a sand floor could cost \$600,000 to upgrade to a concrete floor, and the system could cost \$900,000.



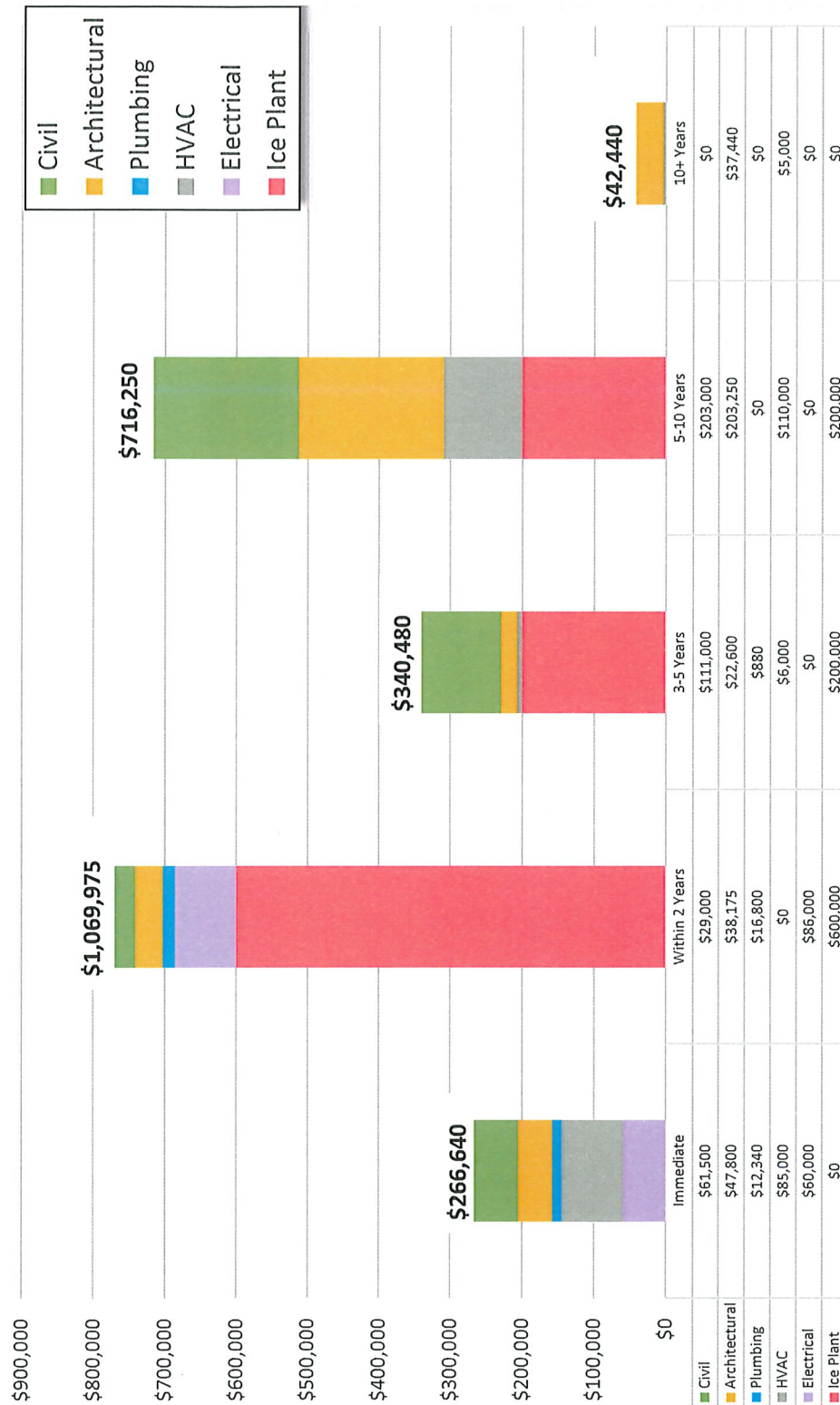
APPENDIX A

Cost Data Summary





Ice Arena Projected Maintenance Costs





- 1 - Immediate - 1 year
2 - Within 2 years
3 - 3-5 years
4 - 5-10 years
5 - 10+ years

Priority

Line NO.	Priority	Discipline (A,C,P,H,E,I)	Description	Installed Date	Typical Life Expectancy (Years)	Condition Adjustment (Years)	Adjusted Life Span	Scheduled Replacement Date	Service Life Remaining (Years)	Qty	Units	Cost \$/Unit	Estimated Total
1	1	A	Repair- Retatch exterior metal siding and seal off bottom	1974			0	1974		1	Allowance	\$10,000.00	\$ 10,000.00
1	1	A	Repair- Seal off top of exterior metal siding	1974			0	1974		1	Allowance	\$10,000.00	\$ 10,000.00
1	1	A	Rotate roof hatch 180 degrees add safety rails	1974			0	1974		10	LF	\$120.00	\$ 1,200.00
1	1	H	Replace electric baseboard heaters	1974	13		13	1987	(37)	3	EA	\$1,000.00	\$ 3,000.00
1	1	H	Replace Ice Arena inline summer ventilation fan	1974	20		20	1994	(30)	1	EA	\$3,000.00	\$ 3,000.00
1	1	H	Replace Ice Arena sidewall summer ventilation fans	1974	20		20	1994	(30)	3	EA	\$5,000.00	\$ 15,000.00
1	1	H	Replace restroom, locker and shower room powered roof	1974	20		20	1994	(30)	3	EA	\$5,000.00	\$ 15,000.00
1	1	H	Replace gas-fired furnace No. 1 (80% efficiency) + controls	1990	18		18	2006	(16)	1	LS	\$8,500.00	\$ 8,500.00
1	1	H	Replace gas-fired furnace No. 3 (80% efficiency) + controls	1997	18		18	2015	(9)	1	LS	\$6,000.00	\$ 6,000.00
1	1	H	Replace packaged HVAC rooftop unit	1999	15		15	2014	(10)	1	EA	\$20,000.00	\$ 20,000.00
1	1	H	Replace dehumidification unit heating coil pump	2006	10		10	2016	(8)	1	EA	\$5,000.00	\$ 5,000.00
1	1	E	Provide Fire Alarm System	2024	40		40	2064	41	1	EA	\$60,000.00	\$ 60,000.00
1	1	A	Rebuild 2nd floor storage rooms with fire rated walls				0			900	SF	\$9.00	\$ 8,100.00
1	1	A	Replace rubber flooring in front of bleachers				0			600	SF	\$10.00	\$ 6,000.00
1	1	A	New Arena north exit doors and stoop				0	0		1	EA	\$5,000.00	\$ 5,000.00
1	1	A	Demolish wood storage area above the concessions stand				0	0		1	Allowance	\$3,000.00	\$ 3,000.00
1	1	A	Provide Ladder to dehumidification equipment				0	0		1	EA	\$2,500.00	\$ 2,500.00
1	1	A	Demolish wood storage area below basement stairs				0	0		2	Allowance	\$1,000.00	\$ 2,000.00
1	1	H	Replace gas-fired unit heater venting				0	0		1	LS	\$2,000.00	\$ 2,000.00
1	1	P	Insulate and label supply piping				0	0		800	LF	\$15.00	\$ 12,000.00
1	1	P	Replace temperature gauge at hot water storage tank				0	0		1	EA	\$340.00	\$ 340.00
1	1	C	Signage displaying parking is for rink users only				0	0			EA	\$8,000.00	\$ 8,000.00
1	1	C	Regrade the front foundation to drain to the south swale				0	0			EA	\$4,000.00	\$ 4,000.00
1	1	C	Remove landscape beds and rocks and return to grass.				0	0			EA	\$3,000.00	\$ 3,000.00
1	1	C	Front underground drain pipe to swale				0	0			EA	\$3,500.00	\$ 3,500.00
1	1	C	Rip-Rap at downspout discharge				0	0			EA	\$10,000.00	\$ 10,000.00
1	1	C	Gravel maintenance strip around the building				0	0			EA	\$25,000.00	\$ 25,000.00
1	1	C	Concrete sidewalks at entries				0	0			EA	\$8,000.00	\$ 8,000.00
2	2	A	Pressure wash exterior CMU and stucco at main entry	1974			0	1974		4,000	SF	\$0.80	\$ 3,200.00
2	2	A	Repaint exterior stucco at main entry	1974			0	1974		1,850	SF	\$3.50	\$ 6,475.00
2	2	E	Replace existing MDP	1974	40		40	2014	(9)	1	EA	\$23,000.00	\$ 23,000.00
2	2	E	Replace existing branch panel & transformer	1974	40		40	2014	(9)	3	EA	\$16,500.00	\$ 49,500.00
2	2	P	Replace Water heater & Storage tank	2005	15		15	2020	(3)	1	EA	\$15,000.00	\$ 15,000.00
2	2	E	Lighting controls - occupancy sensors (several locations)	2024	20		20	2044	21	45	EA	\$300.00	\$ 13,500.00
2	2	A	Add ceiling netting above goal area to protect ceiling				0	0		4,500	SF	\$3.00	\$ 13,500.00
2	2	A	Provide ADA / Family Restroom				0	0		1	Allowance	\$15,000.00	\$ 15,000.00
2	2	P	Replace clogged/broken floor drain grates				0	0		6	EA	\$300.00	\$ 1,800.00
2	2	C	Replace east concrete walkways & Zamboni service drive				0	0			EA	\$9,000.00	\$ 9,000.00
2	2	C	Enlarge catch basins at front entry				0	0			EA	\$20,000.00	\$ 20,000.00
2	2	I	Replace Ice Rink Floor System				0	0			EA	\$600,000.00	\$ 600,000.00
3	3	A	Replace west window	1974			0	1974		1	EA	\$1,500.00	\$ 1,500.00
3	3	A	Replace north and west facing lobby doors and frames	1974			0	1974		2	EA	\$3,800.00	\$ 7,600.00
3	3	H	Replace gas-fired furnace No. 2 (80% efficiency) + controls	2009	18		18	2027	3	1	LS	\$6,000.00	\$ 6,000.00
3	3	A	Replace arena reflective ceiling membrane				0	0		4,500	SF	\$3.00	\$ 13,500.00



ESTIMATED REMODEL COST SUMMARY - June 2024

- 1 - Immediate - 1 year
2 - Within 2 years
3 - 3-5 years
4 - 5-10 years
5 - 10+ years

Priority



Line NO.	Priority	Discipline (A,C,P,H,E,I)	Description	Installed Date	Typical Life Expectancy (Years)	Condition Adjustment (Years)	Adjusted Life Span	Scheduled Replacement Date	Service Life Remaining (Years)	Qty	Units	\$/Unit	Estimated Total
3	3	P	Provide trap wrap on ADA accessible lavatories				0	0		8	EA	\$110.00	\$ 880.00
3	3	C	Access control gate at the rear parking lot / service area				0	0			EA	\$10,000.00	\$ 10,000.00
3	3	C	Sidewalks to the main entrance				0	0			EA	\$25,500.00	\$ 25,500.00
3	3	C	New south property line fencing				0	0			EA	\$15,000.00	\$ 15,000.00
3	3	C	Re-grade swales and remove evergreen trees				0	0			EA	\$6,000.00	\$ 6,000.00
3	3	C	Storm sewer inlets along north facade				0	0			EA	\$45,000.00	\$ 45,000.00
3	3	C	Replace retaining walls				0	0			EA	\$9,500.00	\$ 9,500.00
3	3	I	Desiccant dehumidification system to replace the existing				0	0			EA	\$200,000.00	\$ 200,000.00
4	4	A	Replace Arena roof membrane	2004	25		25	2029	6	26,000	SF	\$7.50	\$ 195,000.00
4	4	A	Replace Ice Plant roof membrane	2004	25		25	2029	6	1,100	SF	\$7.50	\$ 8,250.00
4	4	H	Replace dehumidification unit HW heat exchangers	2006	24		24	2030	6	2	EA	\$17,500.00	\$ 35,000.00
4	4	H	Replace Ice Arena dehumidification unit	2006	25		25	2031	7	1	EA	\$75,000.00	\$ 75,000.00
4	4	C	Regrade and pave the north and rear parking areas				0	0			EA	\$115,000.00	\$ 115,000.00
4	4	C	Televised utilities to document conditions				0	0			EA	\$5,000.00	\$ 5,000.00
4	4	C	Additional pole and building lighting				0	0			EA	\$50,000.00	\$ 50,000.00
4	4	C	Screening along south property line				0	0			EA	\$18,000.00	\$ 18,000.00
4	4	C	Screening around mechanical units and trash area				0	0			EA	\$15,000.00	\$ 15,000.00
4	4	I	Replace the ice making exterior condenser unit				0	0			EA	\$200,000.00	\$ 200,000.00
5	5	A	Replace exterior wall siding	1974	50		50	2024		3,120	SF	\$12.00	\$ 37,440.00
5	5	H	Replace gas-fired unit heater	2019	13		13	2032	8	1	LS	\$5,000.00	\$ 5,000.00





APPENDIX B

Major Improvements To Modernize





MAJOR IMPROVEMENTS TO MODERNIZE

This report has documented the many existing items that need ongoing maintenance in order to keep the facility operating in its current configurations. As also noted, the building's current state is lacking many Code required safety and ADA features that have been added to the model building codes since it was built. Building Codes are not retroactive, and do not require an owner to upgrade a building every time the code changes. However, as soon as the facility goes through a reconfiguration of its spaces or systems, then any new construction is required to be built to the current codes. This gets complicated because complying with the new codes may require work outside the intended work area and more than the intended work scope.

For example, if the locker rooms in the basement are reconfigured, an elevator will be required to meet ADA, and the basement would need a fire sprinkler system and fire alarm system since this floor is below the level of exit discharge. These are major expenses resulting from even minor work. The code does allow for maintenance and repair of existing features and system. But these are still existing items and not reconfigured.

Two simple ADA improvement outlined earlier, the stand-alone ADA toilet room and the concrete doorway stoops at the building's entry ways, would be an easily achievable upgrade which would not require further upgrades inside the facility.

If the intent is to modernize the facility and bring it up to current codes, one major remodeling concept is worth consideration. The building's greatest liability from a code standpoint is the basement and the 2nd floor. The concept would be to demolish the front 2-story western section of the building, filling in the basement and constructing a new one-story addition in its place. The new section would provide for locker rooms at ice rink level, allow ADA access to the building and the ice rink, and allow for the code required toilet fixture count. The cost for this 10,000 SF(+/-) addition could range from \$2.5 - 3.0 million dollars.



somerville

architects
engineers



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: City Attorney
FROM: Angela Zills, Paralegal
SUBJECT: Consideration and possible action on Termination of Agreement with MSA Professional Services, Inc.
RECOMMENDED ACTION: Motion to approve.

The Law Department has been requested to draft a Termination of Agreement for the consulting agreement with MSA Professional Services for grant identification, solicitation and management services.

ATTACHMENTS:
Termination of Agreement

**TERMINATION OF AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MSA PROFESSIONAL SERVICES, INC.**

THIS TERMINATION AGREEMENT made and entered this ____ day of _____, 2026, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and MSA Professional Services, Inc., a Wisconsin corporation ("Consultant"), individually and collectively referred to as "Party" or "Parties."

RECITALS

WHEREAS, City and Consultant are parties to a Consulting Services Agreement dated April 26, 2022, with amendments thereto dated June 28, 2022, January 19, 2023, February 27, 2023, and October 25, 2023, for grant identification, solicitation and management services, collectively referred to as "the Agreement"; and

WHEREAS, the Parties wish to terminate the Agreement and release each other from any and all claims that may arise under or in connection with said Agreement.

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

I. TERMINATION. The Parties hereby agree to terminate all rights, obligations, promises and representations set forth in the Agreement without further notice to any party, pursuant to Section XIX of the Agreement.

II. MUTUAL RELEASE. The Parties hereby mutually release each other and each of their respective representatives, successors and assigns of their right, title and interest in and to the Agreement, as well as from any and all claims by reason of or in connection with said Agreement.

III. LAW GOVERNING. This Termination and Mutual Release Agreement shall be construed in accordance with the laws of the State of Wisconsin and shall be binding upon and inure to the benefit of the Parties, and their respective representatives, successors and assigns.

IV. ENTIRE AGREEMENT. This Termination Agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the Parties and supersedes all prior discussions and agreements, whether written or oral, between the Parties and constitutes the sole and entire agreement between the parties with respect thereto.

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

MSA PROFESSIONAL SERVICES, INC.

By:

Printed Name: _____

Title: _____

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk



Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Ordinance #26-01 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations.
RECOMMENDED ACTION: Motion to approve.

The Board of Public Works voted unanimously at its December 8, 2026, meeting to recommend approval. The Board's recommendation was approved by the Common Council at its meeting on December 16. The Law Department is now bringing forward a formal ordinance incorporating these changes.

ATTACHMENTS:
Ord26-01, 2025 1208-CI-BOPW-PTTeam-Recommendations (1)

ORDINANCE #26-01

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS

FOLLOWS:

Section 1: Section 150-23, Schedule G (Parking), is hereby amended as follows:

DELETION:

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curb line or Feet/Dir. of Curb line</i>	<i>To Curb line or Feet/Dir. of Start</i>
Scheuring Road	S.	Patriot	90/E.

INSERTIONS:

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curb line or Feet/Dir. of Curb line</i>	<i>To Curb line or Feet/Dir. of Start</i>
Martin Street	E. & W.	S./End	30/N.
Washington Street	E. & W.	S./End (at Braisher Park)	30/N.

<i>No Standing, Stopping or Parking Between Signs</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curb line or Feet/Dir. of Curb line</i>	<i>To Curb line or Feet/Dir. of Start</i>
Scheuring Road	S.	Patriot Way	90/E.

Section 2: Section 150-23, Schedule F (Turning and Lane Designation), is hereby

amended to update bicycle lanes created on American Boulevard as follows:

INSERTIONS:

<i>Street</i>	<i>Side of Street</i>	<i>From</i>	<i>To</i>
<i>Bicycle Lane</i>			
American Boulevard	E.	Garroman Drive	2770/N.
American Boulevard	W.	Garroman Drive	2970/N.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 6th day of
January, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/08/2025

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org



City Engineer Parking and Traffic Recommendations November 5, 2025, Meeting

Parking and Parking Lot Items:

1. Consider parking restrictions on Scheuring Road at Patriot Way.
 - There is currently a “No Parking” area from Patriot Way to 90’ east.
 - Based on staff observations, the issue is related to parent drop-off and pickup in the No Parking area. Parents are allowed to stop in a No Parking zone if they remain in their vehicle.
 - If approved by the Board, staff will need to obtain approval from Brown County.

Recommendation:

- Staff recommends changing the “No Parking” to “No Standing, Stopping or Parking Between Signs”. This prohibits vehicles from stopping in this area.

No Parking

Delete:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Scheuring Road</i>	<i>S</i>	<i>Patriot Way</i>	<i>90/E</i>

No Standing, Stopping or Parking Between Signs

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Scheuring Road</i>	<i>S</i>	<i>Patriot Way</i>	<i>90/E</i>

2. Consider parking restrictions on Martin Street at hammerhead.
 - The hammerhead was constructed this year for vehicles to turnaround, particularly city trucks which use to back out of Martin Street.
 - Cars are parking in the hammerhead.

Recommendation:

- Staff recommends “No Parking” in the hammerhead as follows:

No Parking

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Martin Street</i>	<i>E&W</i>	<i>S/End</i>	<i>30/N</i>

3. Consider parking restrictions on Washington Street at hammerhead.
 - The hammerhead was constructed this year for vehicles to turnaround, particularly city trucks which use to back out of Washinton Street.
 - Cars are parking in the hammerhead.

Recommendation:

- Staff recommends restricting parking in the hammerhead as follows:

No Parking

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Washington Street</i>	<i>E&W</i>	<i>S/End (at Braisher Park)</i>	<i>30/N</i>

Pedestrian and Bicycle Items

4. Update ordinance for bike lanes added to American Boulevard in 2022.
 - Bike lanes were constructed on American Boulevard in 2022, however the ordinance was not updated.

Recommendation:

- Staff recommends updating the ordinance to match the constructed lane.

Bicycle Lane

Insert:

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>American Boulevard</i>	<i>E</i>	<i>Garroman Drive</i>	<i>2770/N</i>
<i>American Boulevard</i>	<i>W</i>	<i>Garroman Drive</i>	<i>2970/N</i>

Signs – Other

5. Review signage for wrong way drivers on American Boulevard. A resident observed several wrong way drivers going northbound in the southbound lanes.
 - Staff believes that if there is an issue, it is due to driveways that do not have a median/boulevard cut. People visiting businesses may be exiting onto American Boulevard nor realizing it is a boulevard and turning northbound into the southbound traffic.
 - Staff reviewed the number of driveways that enter from the west and do not have a median cut. Currently, 2140 American, 2150 American, 2200 American, and 2222 American Boulevard have driveways that do not have median openings. 2150 American has a sign in the median at the driveway indicating one way.

Recommendation:

- Staff recommends installing one-way signs in the median at the three driveways without a sign and median cut.



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: City Clerk
FROM: Carey Danen, City Clerk
SUBJECT: Resolution #26-01 Authorizing 2026 Brown County Intergovernmental Agreement (Election Tabulation Equipment).
RECOMMENDED ACTION: Motion to approve.

As you know, Brown County approved the purchase of new voting tabulation equipment this year, so that all municipalities in the County would operate one unified vote counting and reporting system. City staff took possession of the equipment last month. This intergovernmental agreement outlines the responsibilities of the County and the City regarding use and maintenance of the tabulators.

ATTACHMENTS:

Reso26-01, DS-300 Brown County Intergovernmental Agreement

RESOLUTION #26-01

AUTHORIZING 2026 BROWN COUNTY INTERGOVERNMENTAL AGREEMENT
(Election Tabulation Equipment)

WHEREAS, Wis. Stat. § 66.0301 authorizes Wisconsin counties to enter into Intergovernmental Agreements with other Wisconsin municipalities; and

WHEREAS, the City and Brown County have entered into past agreements regarding property tax bills, tax collection services, among other services that further public interest, to foster cooperation, streamline efficiency and promote cost-sharing of limited public resources; and

WHEREAS, Brown County has presented the City with the attached Intergovernmental Agreement to replace outdated election tabulation equipment with DS-300 Voting Tabulators owned by the County but for the benefit of municipalities participating in the Intergovernmental Agreement in order to operate one unified vote counting and reporting system throughout the county, pursuant to the terms and conditions contained therein.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City Manager is authorized and directed to enter into the 2026 Brown County Intergovernmental Agreement (Election Tabulation Equipment) as is attached hereto.

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 6th day of January,
2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

COUNTY CLERK

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600



PATRICK W. MOYNIHAN, JR.
COUNTY CLERK

PHONE (920) 448-4016

FAX (920) 448-4498

www.browncountywi.gov

Patrick.Moynihan@browncountywi.gov

December 8, 2025

Clerk Carey Danen
City of De Pere
335 South Broadway Street
De Pere, WI 54115

Dear Clerk Danen,

A handwritten signature in black ink that reads "CAREY" with a stylized flourish.

Attached you shall find an Intergovernmental Agreement (Election Tabulator Equipment) between Brown County and the City of De Pere regarding our new DS-300 election tabulating equipment as well as associated equipment, supplies, and maintenance.

Please sign the agreement, retain a copy for your records, and **return the original to the Brown County Clerk's Office** as soon as possible. With the potential of a postal anomaly or delay, perhaps it may be prudent to scan and forward the signed copy before mailing. Once received, I shall sign it and forward you an executed copy.

Lastly, as a reminder, please note Page Three, 4 (f) of the document regarding Municipal Insurance coverage. This request is the same as was communicated in 2014.

Should you have any questions, please do not hesitate in contacting me.

Best regards,

A handwritten signature in black ink that appears to be "PM" with a large, stylized loop.

Patrick W. Moynihan, Jr.
Brown County Clerk

2026 BROWN COUNTY INTERGOVERNMENTAL AGREEMENT **(ELECTION TABULATION EQUIPMENT)**

This Intergovernmental Agreement (this “**IGA**”) is entered into by and between the County of Brown, (the “**County**”), a body corporate, and the City of De Pere, a municipal unit of government, (the “**Municipality**”), collectively referred to as the “**Parties**,” and this IGA is effective as of the date the last signature to this IGA is obtained.

WHEREAS, in 2025, the Brown County Clerk deemed that the current election equipment, which was purchased in 2010, has met and surpassed its anticipated longevity of utilization, and that there is a need to update said equipment. A recommendation was made by the Brown County Clerk to have the County purchase approximately one hundred and thirty-four (134) DS-300 Voting Tabulators, along with all related hardware, software, firmware and auxiliary equipment (collectively, the new “**Voting Tabulators**”), from Election Systems & Software (“ES&S”), in order to replace the old Voting Tabulators throughout the County to the benefit of Municipalities participating in this IGA; and

WHEREAS, in June of 2025, the Brown County Board of Supervisors approved the acquisition of said new Voting Tabulators in the amount of \$960,000.00, but the County’s purchase of the new Voting Tabulators was initially delayed pending the required certification of the ES&S equipment by the Wisconsin Elections Commission, which occurred in August of 2025; and

WHEREAS, in October of 2025, the County entered into a contract with ES&S to purchase the new Voting Tabulators, the total purchase price of which was covered by the County without contribution from municipalities. A copy of said contract (the “**Contract**”) is attached to this IGA as “**Exhibit A**”, and is incorporated into this IGA via attachment and reference.

NOW THEREFORE, in consideration of the above premises and mutual covenants of the Parties expressed above and below, the receipt and sufficiency of which is acknowledged by each of the Parties, the County and Municipality agree as follows:

1. Purpose: The Parties agree that it is in the interest of the public to operate one unified vote counting and reporting system throughout Brown County and, to effectuate that, the County purchased from ES&S new Voting Tabulators for Municipalities to use at their polling precincts. The Parties also agree that it furthers the public interest to uniformly set forth in this IGA the terms and conditions that will govern the Parties’ responsibilities regarding their receipt, use and maintenance of the new Voting Tabulators.
2. Term: The term of this IGA shall be for one (1) year, from 01-01-2026 to 12-31-2026, and this IGA shall automatically renew for one (1) year consecutive terms unless terminated by either Party upon forty-five (45) days advanced written notice to the other **prior to expiration** of the then existing term.
3. Responsibilities of the County: The County shall, at all times, be the sole owner of the Voting Tabulators as more fully set forth in the Contract attached hereto, and shall be responsible for the following:

- a. Adhering to the applicable terms and conditions of the Contract, including but not limited to, submitting timely payments in accordance therewith, pursuing enforcement actions if needed, and determining disbursement, if necessary, of any awarded damages or penalties recovered in the event of an enforcement action. The County's timely payment hereunder does not constitute a waiver of its right to take actions, including legal, to collect any monies owed it from the Municipality pursuant to this IGA, said right being expressly preserved by the County herein;
- b. Supplying the Municipality with an adequate number of Voting Tabulators, modems (if equipped), ballot bins, and Voting Tabulator carrying cases to be placed at each of their respective Polling precincts, and providing each Municipality Voting Tabulator with two (2) encrypted USB media drive sticks;
- c. Tracking the specific Voting Tabulator(s) supplied to the Municipality by corresponding the Voting Tabulator's assigned serial number(s) with the Municipality receiving it on the document attached hereto as "**Exhibit B**" and incorporated herein by attachment and reference; and
- d. Commencing 01-01-2026, invoicing the Municipality for its share of the annual Voting Tabulator maintenance fees set forth in the Contract, the total fees of which the County shall advance to ES&S irrespective of when or whether it collects from the Municipality hereunder, but without waiving its right to take, among other steps afforded it under this Agreement, action to collect upon any outstanding related Municipality invoice(s). All monies received shall be deposited into the County's election intergovernmental revenue account.

4. Responsibilities of the Municipality: The Municipality understands and agrees that while entry into this IGA is voluntary, entry into this IGA is a prerequisite to receiving, at no initial cost, the requisite amount of County-owned new Voting Tabulator(s). The Municipality further understands and agrees that it is responsible for the following:

- a. Properly storing and securing its assigned Voting Tabulator(s) in a manner consistent with Article II, Section 1 of the Contract, and consistent with any other applicable provisions within the Contract and/or the User Manuals referenced therein, copies of which the County shall supply to the Municipality upon receipt;
- b. Participating in all necessary training associated with the use, operation, and maintenance of the Voting Tabulators, whether required under the Contract or by directive of the Brown County Clerk, including reviewing all User Manuals and documentation supplied through printout or electronic means to the Municipality by the Brown County Clerk and/or by ES&S;
- c. Adhering to all of the Contract's operating, maintenance and technical obligations that apply to the Voting Tabulators to the same extent as is required of the County Clerk, including but not limited to: (i) not permitting any individual, other than an ES&S representative, to provide the maintenance and support services set forth in Articles II and III of the Contract; (ii) cooperating with the County Clerk's Office in its decision to install any modifications, upgrades and/or updates to the Tabulators, the decision and cost of which rests solely with the County; and (iii) refraining from making any updates, upgrades, modifications, alterations and/or changes of any kind to the Voting Tabulators without first obtaining the advance written permission of the County;

- d. Adhering to any additional requirements established by the County regarding the Municipalities' use, maintenance and/or operation of the Voting Tabulators assigned to it.
 - e. Replacing and/or repairing, at the Municipality's sole cost and expense, any Voting Tabulator(s) assigned to said Municipality that become lost, stolen and/or damaged due to weather conditions or as a result of the negligence and/or carelessness of the Municipality, its employees, agents, assigns and/or representatives, the replacement and/or repair of which shall be fulfilled in accordance with Articles II and III of the Contract, as well as in accordance with any other applicable provisions set forth therein;
 - f. **Procuring, in an amount of at least \$100,000 per Voting Tabulator assigned to the Municipality, insurance coverage for each of the Municipality's assigned Voting Tabulator(s), with evidence of coverage documented by a Certificate of Insurance. The Certificate of Insurance shall be issued by a company authorized to do business in the State of Wisconsin, and shall be otherwise satisfactory to the County. Such insurance shall be primary. The Certificate(s) shall reference this IGA and shall have an endorsement attached naming the County, its boards, commissions, agencies, officers, employees and representatives as Additional Insureds and as Loss Payee, and providing for thirty (30) days advance notice to the County of any change, cancellation or non-renewal during the term of this Agreement.**
 - g. To the same extent as required of the County, adhering to the Contract's provisions governing the ES&S Software, ES&S Firmware and/or ES&S Documentation, the terms of which are more fully defined therein, which shall include, but not be limited to, Sections 2-4 & 8 of the Contract's General Terms.
 - h. **Beginning 01-01-2027, the date in which the Contract's warranties expire, and from that point forward, reimbursing the County for its share of the annual maintenance fees,** as established by the Contract, that the County has to advance to ES&S for all Voting Tabulators subject to this IGA, the reimbursement of which shall be due within thirty (30) days of the Municipality's receipt of the invoice.
5. Duty to Cooperate: Each Party hereto shall commence, carry on and complete its obligations under this IGA with all deliberate speed and in a sound, economical and efficient manner, as well as in accordance with any governing federal and/or state laws, including but not limited to, the Wisconsin Public Records Law. The Municipality shall be responsible for compliance with the Wisconsin Public Records Law regarding inquiries related to the Voting Tabulators assigned to the Municipality.
6. Authority/Compliance: The Municipality maintains full responsibility to adhere to all applicable election laws, including the Help America Vote Act of 2002 ("HAVA"), as well as any other provisions regarding, among other mandates, the accessibility of polling places, privacy and independence. The Municipality shall not, during the term of this Agreement, discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state.

7. Default by Municipality: In the event that the Municipality defaults in its payment obligations under this IGA, the County shall have the right to order that the Municipality's assigned Voting Tabulator(s) be returned, at the Municipality's sole cost and expense, to a location chosen by the County until said Municipality remits payment to the County of the outstanding amount in full. In the event that the Municipality fails to remit payment within thirty (30) days of said return, the County shall have the right, in its sole discretion, to do what it deems most reasonable with said Voting Tabulator(s), and to take whatever action it deems necessary to collect upon the outstanding debt.
8. Waiver: Any waiver of a provision by the County under this IGA shall not imply a subsequent waiver of that or any other provision.
9. Severability: The various provisions of this IGA are declared to be severable, and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this IGA and the same shall continue in effect unless modified in writing by the Parties hereto.
10. Supplies: Other than items specifically referenced in this IGA as being provided by the County, all additional supplies associated with the appropriate use, operation and maintenance of the Voting Tabulators shall be solely the expense and responsibility of the Municipality.
11. Liability/Indemnification: The Parties agree to fully indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses arising out of damages or injuries to third persons or their property caused by the fault or negligence of the other Party, its agents or employees in the performance of this IGA. The Parties shall provide each other with prompt and reasonable notice of any such claims or actions.
12. Governing Law: This IGA shall be governed under the laws of the State of Wisconsin, and has been drafted and entered into in Brown County, Wisconsin, thereby causing Brown County to be the venue for any legal action regarding this IGA.
13. Entire Agreement/Amendments: The entire agreement of the Parties is contained herein, and this IGA supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. The Parties expressly agree that this IGA shall not be amended except as agreed to in writing by the Parties.

14. No Third-Party Rights/Independent Contractor Status: This is an agreement between the Parties, and nothing herein creates any rights in any third-persons. Further, this IGA does not in any way create the relationship of joint venture, partnership, principal, or employer/employee between the Parties, their agents, employees, subcontractors, officers and/or representatives. The Municipality, and its employees, agents, subcontractors, and/or representatives, shall not act or attempt to act, or represent themselves, directly or by implication, as an agent of the County, nor shall the Municipality in any manner assume any obligation on behalf of or in the name of the County.
15. Appropriation of Funds: This IGA is contingent upon annual authorization of funding by the County governing body, and upon the Voting Tabulators' final and continued certification under applicable law, as may be amended from time to time. In the event funding is not approved, funding is terminated or said certification is denied, the County may terminate this Agreement upon forty-five (45) days written notice to the Municipality.
16. Notices: Any and all notices shall be in writing and deemed served upon depositing the same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the Brown County Clerk, for notice to the County, and to the Municipal Clerk, for notice to the Municipality.

BY SIGNING BELOW, each Signor affirmatively states that they have the authority to bind the entity that they are signing on behalf of (the Municipality or the County) to the terms and conditions of this IGA, and that the entity they are signing on behalf of (the Recipient or the County) agrees to be, and hereby is, so bound.

De Pere	County of Brown
Name of Municipality	Name of County
Printed Name of Individual Signing for the Municipality	Patrick W. Moynihan, Jr. Printed Name of Individual Signing for the County
Title of Individual Signing for the Municipality	Brown County Clerk Title of Individual Signing on Behalf of County
X Signature of Individual Signing for the Municipality	X Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
Phone Number	(920) 448-4016 Phone Number
Email Address	Patrick.Moynihan@browncountywi.gov Email Address

EXHIBIT A

EXHIBIT B

MUNICIPALITY	DS-300 SERIAL NUMBERS
CITY OF DE PERE	DS3024410406.01
CITY OF DE PERE	DS3023320812.02
CITY OF DE PERE	DS3023400455.01
CITY OF DE PERE	DS3025370090.01
CITY OF DE PERE	DS3025370030.01
CITY OF DE PERE	DS3024340055.01
CITY OF DE PERE	DS3025370028.01
CITY OF DE PERE	DS3025370050.01
CITY OF DE PERE	DS3025370033.01

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S's proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware and software manufactured and developed by parties other than ES&S.

2. **Hardware Purchase and Software License Terms.** Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent;
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Updates.** During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. **Delivery; Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. **Warranty.**

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (iv) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (v) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any hardware, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing hardware, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the hardware, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT
SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **Two-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each Twenty-Four (24) Months during the Initial Post-Warranty Term or any Renewal Period thereof.

Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$2,520.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$1,470.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$3,990.00
<u>Payment Terms:</u> ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term. Payment is due before the start of each period within the Initial Post-Warranty Term.		
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee in Total
7	Model DS300 Scanner	Year 1	\$180.00	\$1,260.00
7	Model DS300 Scanner	Year 2	\$180.00	\$1,260.00
Total ES&S Hardware Maintenance Fees for the Initial Post-Warranty Term				\$2,520.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 24-month period shall be 75% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Brown County, Wisconsin

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.

- Customer will receive coverage for interim repair calls.
 - Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
 - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES FIRMWARE

Initial Post-Warranty Term: Expiration of the Warranty Period through the **second** anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
7	Model DS300 Scanner	Year 1	\$105.00	\$735.00
7	Model DS300 Scanner	Year 2	\$105.00	\$735.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$1,470.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols, physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.

Schedule A2

EQUIPMENT SCHEDULE

Description	Annual Maintenance Fee Per Unit
Model DS300 Scanner (Silver Coverage)	\$180.00

Description	Annual Firmware License, Maintenance and Support Fee Per Unit
Model DS300 Scanner	\$105.00



City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: Engineering
FROM: Eric Rakers, City Engineer
SUBJECT: Resolution #26-02 Ratifying and accepting a grant from Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program.
RECOMMENDED ACTION: Motion to approve.

At its meeting on April 7, 2025, the Board of Public Works voted unanimously to approve submission of the grant application to the Wisconsin Department of Natural Resources.

ATTACHMENTS:

Reso26-02, USP05216Y26 Partially Executed Grant Agreement 21Nov25, DNR Storm Water Grant, USP05216Y26 Partially Executed Grant Agreement CL 21Nov25, 2025 0407 WDNR Grant Application Memo, Grant Application 2026

RESOLUTION #26-02

RATIFYING AND ACCEPTING A GRANT FROM WISCONSIN DEPARTMENT OF
NATURAL RESOURCES URBAN NONPOINT SOURCE & STORM WATER PROGRAM

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers local government assistance grants to reimburse costs of planning or construction projects for the control of pollution from diffuse urban sources carried by storm water runoff; and

WHEREAS, the Engineering Department submitted a funding request for the 2025 two-year cycle and has been awarded a \$31,385.00 grant from the WDNR to be used toward updates the City's stormwater management model (WinSLAMM), a specialized tool for evaluating storm water runoff and pollutant reduction strategies; and

WHEREAS, pursuant to the terms and conditions of the Planning Grant Agreement required to reserve funds, receipt of this grant requires a cost-share match for a total project amount of \$62,700.00; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of a grant application to the Wisconsin Department of Natural Resources for the purposes specified above and gratefully accepts the \$31,385.00 awarded grant.

BE IT FURTHER RESOLVED THAT:

The City Manager is authorized and directed to execute the Wisconsin Urban Nonpoint Source Water Pollution Abatement & Stormwater Management Grant Program Planning Grant Agreement to reserve the funds, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

The City's portion of the grant-match funding shall be funded through the Stormwater Utility.

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 6th day of January, 2026.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/07/2025

Notice: By signing this grant agreement, grantees indicate concurrence with conditions of this agreement, authorized under ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155 and 216, Wis. Adm. Code. This agreement must be signed and returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number USP05216Y26	Grant Award Date November 21, 2025		
Grantee (Unit of Government) City of De Pere			Total Grant Amount \$31,385
Project Name Storm Sewer System Remodel		Grant Period From January 1, 2026 Through December 31, 2027	
Authorized Government Official James Boyd, Mayor		Grantee Contact Eric Rakers, City Engineer	
Government Official Address 925 S 6th St		Contact's E-mail Address erakers@deperewi.gov	
City, ZIP Code, County De Pere, 54115 Brown County		Contact's Telephone Number (920) 339-4061	
Name of Department Regional Project Contact, Phone Number and Email Address Christopher Linskens, (920) 857-8917, Christopher.Linskens@wisconsin.gov			DNR Region Northeast Region

PART 2. ELIGIBLE COST-SHARE BUDGET DATA

Note: Line items cannot be exceeded without grant agreement amendment.

Budget Description	State Cost-Share Amount	Cost-Share Percentage
1. Urban Stormwater/Erosion Plan – BMP U8	\$31,385.00	50%
Total Maximum Grant Amount	\$31,385.00	

PART 3. PURPOSE AND SCOPE

This grant provides cost-share funding and authorizes reimbursement by the DEPARTMENT for the above-named project as described in the grant application submitted for the grant period in Part 1 above. Reimbursements may be made for work performed and expenses incurred for the following eligible local assistance activities to address storm water management under chs. NR 151 and NR 216, Wis. Adm. Code, or Total Maximum Daily Load goals.

1. Urban Stormwater/Erosion Plan – BMP U8

PART 4. CONDITIONS

A. General Conditions

- A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the Urban Nonpoint Source Water Pollution Abatement and Storm Water Management Grant Program and ss. 281.66 and 283, Wis. Stats., and chs. NR 151, 154, 155, and 216, Wis. Adm. Code, and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
- A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost. Requests to extend the grant period must be made 45 days or more before the end of the grant period in Part 1.

- A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.
- A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of ch. NR 155, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.
- A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.
- A.6. The GRANTEE:
1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement. In particular, GRANTEE agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult [Procurement Guide for Local Governments Receiving DNR Grants](#).
 2. Promises, in consideration of the promises made by the DEPARTMENT, to execute the project described in accordance with this agreement.
 3. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
 4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose, including Worker's Compensation.
 5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
 6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
 7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
 8. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and that GRANTEE shall maintain a financial management system, separate from all other GRANTEE activities, for this agreement.
 9. Agrees to comply with the cost-containment and procurement procedures in the applicable administrative codes governing this agreement.

10. Agrees that all contracts or scope of service agreements related to this grant-funded project must obtain prior approval of the DEPARTMENT Regional Project Contact for this grant, with respect to reimbursement eligibility and conformity with standards and storm water permitting requirements.
11. Agrees to retain and make available to the DEPARTMENT for inspection all fiscal records, including invoices and canceled checks, that support all project costs claimed by the GRANTEE, for three years from the date of final payment by the DEPARTMENT or three years after the end of the grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
12. Agrees to complete and submit project progress reports to the DEPARTMENT Nonpoint Source Program Grant Manager identified in Part 1 of this agreement with each request for partial grant reimbursement.
13. Agrees, within 60 days of the grant expiration date, to complete and submit a final report, using the DEPARTMENT's "BMP Implementation Tracking System" (BITS), including copies of grant deliverables, and submit a final request for grant reimbursement to the DEPARTMENT's Nonpoint Source Program Grant Manager for review and approval.
14. Agrees that reimbursements may only be made for work performed, and expenses incurred, during the grant period as specified in Part 1 above.
15. Agrees to comply with annual Single Audit requirement, at its own expense, if combined total state and federal grant awards received by the GRANTEE from all sources is \$750,000 or more during the calendar year. Annual Single Audit requirements are specified in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (referred to as Uniform Guidance) and the Wisconsin State Single Audit Guidelines found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
16. Should consider following methods for controlling, transporting and disposing of aquatic invasive plants and animals and water in which they may be contained, as described in the DEPARTMENT's Manual Code 9183.1 *Boat, Gear, and Equipment Decontamination and Disinfection* and available on the DEPARTMENT's website at: <http://dnr.wi.gov/topic/invasives/disinfection.html>.

A.7. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed in Part 2 above for eligible project work performed and expenses incurred during the grant period noted in Part 1 above.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to ensure that the project is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Shall reimburse the grantee at a rate of one-half the cost-share rate stipulated in Part 2 above until completed product(s) is submitted to, and approved by, the DEPARTMENT and the DEPARTMENT has approved the project's Final Report.
4. Shall reimburse costs incurred for completed grant project deliverables at amounts not to exceed those itemized for each grant deliverable in the DEPARTMENT's professional service agreement approval letter(s).
5. Reserves the right to terminate this agreement in whole or in part, with or without cause, without prior notice and without any penalty or liability whatsoever to the DEPARTMENT. For the avoidance of doubt, termination by the DEPARTMENT is permitted for, among other things: failure of GRANTEE to make sufficient progress, failure of GRANTEE to comply with any of the terms of this agreement, lack of appropriation, termination or suspension of

a federal grant award to the DEPARTMENT, or non-receipt of state or federal funds. Upon termination, GRANTEE shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the DEPARTMENT, and (3) deliver or otherwise make available to the DEPARTMENT, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the GRANTEE in performing this agreement, whether completed or in process.

B – Special Condition

Environmental and Natural Heritage Concerns. Research and findings must include at least preliminary determinations on the potential for environmental hazards, cultural, historical, endangered and threatened resources, along with the potential for wetland and Chapter 30 conflicts, within the areas of prospective structural practice installations. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance activity under this agreement, the GRANTEE must immediately stop construction activities and notify the DEPARTMENT's Regional Project Contact to determine the appropriate response.

FOR THE GRANTEE
By:

Authorized Government Official

Title

Date Signed

FOR THE STATE OF WISCONSIN
By:



For Jim Ritchie, Director
Bureau of Community Financial Assistance

November 21, 2025

Date Signed

(Printed Name, If Different Than Authorized Government Official on P.1)

When returning the signed grant, you must also include evidence of your community's local share of the grant project costs – such as a copy showing its inclusion in the municipal budget, or other evidence that the community has, in fact, committed the necessary funding to complete the project.

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: January 6, 2026

RE: **Consideration and possible action on agreement for Urban Nonpoint Source and Storm Water Management Grant with the Wisconsin Department of Natural Resources**

Background

The Wisconsin Department of Natural Resources (WDNR) administers the Urban Nonpoint Source & Storm Water (UNPS&SW) Grant Program, which operates on a two-year cycle. For the 2025 cycle, applications were due April 15.

The City successfully secured a \$31,385 grant, requiring a 50/50 match for a total project cost of \$62,770. The City's share will be funded through the Stormwater Utility. The grant submittal was approved at the April 7, 2025 Board of Public Works meeting.

Project Purpose

This grant will support updates to the City's stormwater management model using WinSLAMM, a specialized tool for evaluating stormwater runoff and pollutant reduction strategies.

The City currently meets stormwater requirements for the Ashwaubenon Creek and East River Basin, but not for the Lower Fox River Basin, where compliance is most challenging due to:

- The highest required reductions in Total Suspended Solids (TSS) and Total Phosphorus (TP)
- Limited space for constructing new stormwater facilities in highly developed areas

Project Approach

Specific steps to be included in the storm water management modelling include:

- Update the 2015 stormwater model to include public facilities added since the study was completed
- Incorporate private stormwater facilities with recorded maintenance agreements, which were not included in the previous model
- Model proposed stormwater management facilities to identify feasible improvements

Based on these updates, the City will revise its stormwater management plan to address compliance gaps in the Lower Fox River Basin.

Recommendation

Staff recommends approval to enter into the WDNR Urban Nonpoint Source & Storm Water Management Grant Agreement. This project will advance regulatory compliance, improve water quality, and position the City for future infrastructure planning.

Attachments

USP05216Y26 Partially Executed Grant Agreement CL21Nov25	(pdf)
USP05216Y26 Partially Executed Grant Agreement 21Nov25	(pdf)
2025 0407 WDNR Grant Application Memo	(pdf)
Grant Application	(pdf)



November 21, 2025

► **REQUIRES IMMEDIATE ACTION** ◀
Urban NPS & Stormwater Mgmt. Program
Grant #USP05216Y26
Grant Amount: \$31,385.00

Eric Rakers, City Engineer
City of De Pere
925 S. 6th St.
De Pere, WI 54115

Dear Mr. Rakers:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: ***Storm Sewer System Remodel.***

This grant, and any reimbursements made under it, is governed by specific statute and administrative code provisions. Accordingly, please read the grant documents thoroughly, paying particular attention to the Scope and Conditions sections for eligibility, grantee requirements and reimbursement provisions. There are also several activities where you must obtain prior departmental review and authorization before proceeding.

You are obligated to submit a final report, using the Department's BMP Implementation Tracking System (BITS), prior to submitting your final reimbursement request for the projects completed under this grant.

A grant administration video tutorial is available on the DNR website, which includes information about seeking reimbursement from DNR, amending your grant, submitting the final report, etc. The tutorial is available on the Resources tab at <https://dnr.wisconsin.gov/aid/UrbanNonpoint.html>. All grantees must view the tutorial prior to submitting the first reimbursement request for their grant.

To accept this grant, please review the agreement and email a scanned copy signed by the authorized government official, along with the completed *Grantee Contact Page*, and evidence that your community has committed the necessary funding for the local share, to DNRCFANONPOINTGRANTS@wisconsin.gov by January 14, 2026.

Please review this grant thoroughly and if you have any questions, contact your Regional Project Contact, Christopher Linskens, (920) 857-8917, Christopher.Linskens@wisconsin.gov. Thank you for your continued cooperation with Wisconsin's Runoff Management Grant Programs.

Sincerely,

For Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C (e-copy): Christopher Linskens, Storm Water Engineer, DNR Northeast Region
Corinne Johnson, Nonpoint Source Program Grant Manager, CF/2

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	USP05216Y26
Governmental Unit	City of De Pere
Project Contact Name	
Project Contact Title	
Project Contact Mailing Address	
Project Contact Phone Number (direct)	() Extension:
Project Contact Email Address	

Address to which reimbursement checks should be sent if different than contact information above:

Name	
Title	
Mailing Address	
Phone Number (direct):	() Extension:
Email Address	

If information provided on this page -- or any information in Part 1 of the grant agreement changes during the grant period, please provide the updated information to DNR Nonpoint Source Program Grant Manager and the DNR Regional Nonpoint Source Coordinator.

Please complete this contact page and email it with the signed grant agreement to:

DNRCFANONPOINTGRANTS@wisconsin.gov.

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer
Date: April 7, 2025

RE: **Consideration and possible action on applying for a Wisconsin Department of Natural Resources Urban Nonpoint Source and Storm Water Management Grant Program**

The Wisconsin Department of Natural Resource (WDNR) offers planning grants under the Urban Nonpoint Source & Storm Water (UNPS&SW) Grant Program. The program is on a 2-year cycle. Grants for the upcoming cycle are due April 15, 2025. Grant funding may be up to \$170,000 for construction projects. The grant is a 50/50 match. Staff is proposing to submit for the grant to update the City's storm water quality model and plan with changes made to the system and proposed facilities. The purpose of this memo is to request approval to submit for the Planning Grant.

Background

The City has been addressing storm water with the first storm water management report dating back to 1999. Through the years, there have been multiple updates to the storm water management plan and the storm water model. The background of those documents and where we are with treatment is as follows:

Storm Water Reports:

The City has been issued a Wisconsin Pollutant Discharge Elimination System Number (WE-S050075-02) to discharge storm water from the Wisconsin Department of Natural Resources (WDNR). Part of the permit requirements include the following Permit Conditions:

Permit Section 1.5.4.5: The permittee shall submit a TMDL Written Plan to the Department by March 31, 2018.

1.5.4.5.1 Recommendations and options for storm water control measures that will be considered to reduce the discharge of each pollutant of concern.

1.5.4.5.2 A proposed schedule for implementation of the recommendations and options identified under Section 1.5.4.5.1

1.5.4.5.3 A cost effectiveness analysis for implementation of the recommendations and options identified under section 1.5.4.5.1.

The City created a plan in 2018 and updated the plan in 2023. This plan was created through a review of the following City plans:

- City of De Pere Comprehensive Stormwater Management Plan, January 1999, by Earthtech
- City of De Pere Nonpoint Pollution WinSLAMM Analysis, March 2008, by Earthtech
- 2015 Stormwater Management Planning, City of De Pere, October 21, 2016, by R.A. Smith National

These plans included recommendations. Several of the recommended facilities from the earlier reports have been constructed. Recommendations not constructed were re-evaluated and those still deemed feasible were included in the last report. Several new system upgrades have been identified.

Storm Water Quality Models

The City of De Pere is located within three different federally defined hydraulic unit codes 12 (HUC-12) drainage basins. These basins are defined as the Ashwaubenon Creek, Lower Fox River Mainstream, and East River per the report titled *Total Maximum Daily Load and Watershed Management Plan for Total Phosphorous and Total Suspended Solids in the Lower Fox River Basin and Lower Green Bay, March 12, 2012*, by the Cadmus Group, Inc. (TMDL Report)

The City's WinSLAMM model has been divided into four different basins based on the HUC-12 discharge location. The basins are as follows:

- AC – Ashwaubenon Creek
- ER – East River
- FE – Fox River East (East side of City)
- FW – Fox River West (West side of City)

For permitting purposes, FE and FW are both part of the Lower Fox River Mainstream basin.

Each basin is divided into sub-basins based on discharge to receiving waters. As new treatment facilities are added, additional sub-basins are created.

The City has different total suspended solids (TSS) and total phosphorous (TP) reduction requirements for each basin per the TMDL Report. The allocations are based on the *Total Maximum Daily Load and Watershed Management Plan for Total Phosphorous and Total Suspended Solids*.

The City maintains mapping for the storm sewer system along with drainage basins, HUC-12 boundaries, storm water management facilities and outfalls.

The City last completed the storm water management model with the 2015 Report. The system was modeled with WinSLAMM software, which is the approved software by the WDNR. A summary of the regulatory requirements and current reduction percentages in the City for TSS and TP by basin is provided below, which is the same as Table 2 from the City's 2015 report.

TABLE 2 – 2015 RESULTS FOR EXISTING CONDITIONS

	Ashwaubenon Creek	East River	Lower Fox River Mainstem	Total
Area (acres)	1,592	1,253	3,009	5,854
Total Phosphorus No controls (pounds/year)	987	728	1,838	3,553
TP With Controls (pounds/year)	379	198	1,283	1,860
Percent TP Reduction	61.6%	72.8%	30.2%	47.7%
TMDL Required Percent Phosphorus Reduction	40.5%	40.5%	40.5%	NA
Additional TP Removal Required (pounds/year)	(209)	(235)	189	NA
Total Suspended Solids No Controls (pounds/year)	514,581	321,619	866,773	1,702,973
TSS With Controls (pounds/year)	181,261	85,223	541,590	808,074
Percent TSS Reduction	64.8%	73.5%	37.5	52.5%
TMDL Required Percent TSS Reduction	52%	52%	72.2%	NA
Additional TSS Removal Required (pounds/year)	(65,738)	(69,154)	300,280	NA

Based on the 2015 Report, the City is meeting regulatory requirements for TSS and TP reduction in basins AC and ER. Over the past cycle term, the City focused construction of ponds for existing development in the FE and FW basins.

Since 2015, staff has updated the TSS and TP reduction summaries using excel spreadsheets and changes in areas. It has not been remodeled using WinSLAMM software.

Discussion

Staff is proposing to apply for the UNPS&SW Planning Grant to remodel the City's storm sewer system using WinSLAMM. The City is meeting storm water requirements for the Ashwaubenon Creek and East River Basin but not in the Lower Fox River Basin. The challenge with the Lower Fox River Basin is that the City has the highest % reductions of TSS and TP while in the most developed areas with limited areas to construct proposed facilities. The approach of the project is as follows:

- Update the 2015 model for public storm water management facilities that have been created since that time.
- Update the model to include private storm water management facilities built in the City. These were not included in the last model. The City gets credit for private storm water management facilities built in the City, where a maintenance agreement is recorded. Staff has been mandating this for all private storm water facilities.
- Model proposed storm water management facilities

Based on the results of the steps above, the storm water management plan will be updated to consider additional facilities in the Lower Fox River Basin that may be feasible.

The estimate to update the City's storm water management is approximately \$62,770. This project will not be included in 2026 if we are not successful in getting the grant.

Recommendation

Staff is recommending approval to submit the WDNR UNPS&SW Planning Grant application with the Mayor signing the Government Responsibility Resolution.

Attachments

Government Responsibility Resolution Template	(pdf)
Grant Application	(pdf)
Grant Attachment	(pdf)

Notice: This application form template was created by the Wisconsin Department of Natural Resources. Application is hereby made to the Wisconsin Department of Natural Resources, Bureau of Watershed Management, for grant assistance consistent with s. 281.66, Wis. Stats., and Chapters NR 151, 154, and 155, Wis. Adm. Code. Collection of this information is authorized under the authority of s. 281.66, Wis. Stats. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Public Records Law [ss. 19.31 - 19.39, Wis. Stats.]. *Unless otherwise noted, all citations refer to Wisconsin Administrative Code.*

Please read the Urban Nonpoint Source & Storm Water Program Planning Grant [instructions](#) prior to completion of this form. Complete all sections as applicable. Tab to each section or click in answer spaces.

Part I. Applicant Information					
Calendar Year of Application			Calendar Year of Grant Start		
2025			2026		
Project Name					
Storm Sewer System Remodel					
Applicant (governmental unit applying name and type, e.g. Wausau City; Randall Town)					
De Pere City					
Authorized Responsible Government Official (ARGO)			Grant Contact Person - if different than ARGO (contact cannot be a consultant)		
James Boyd			Eric Rakers		
Title			Title		
Mayor			City Engineer		
Area Code + Phone Number			Area Code + Phone Number		
(920) 339-4040			(920) 339-4061		
E-Mail Address			E-Mail Address		
jboyd@deperewi.gov			erakers@deperewi.gov		
Mailing Address - Street or PO Box			Mailing Address - Street or PO Box		
925 S Sixth St			925 S Sixth St		
City	State	ZIP Code	City	State	ZIP Code
De Pere	WI	54115	De Pere	WI	54115

Part II. Project Location & Watershed				
A. Location				
1. Project Location				
See Geographic & Water Resource Information For Watersheds of the application instructions and Surface Water Data Viewer (SWDV) for assistance in completing this question.				
Latitude (North, 4-7 decimal places)	Longitude (West, 4-7 decimal places)	County	State Senate District Number	State Assembly District number
44.44888	-88.06038	Brown	30	30

B. Watershed and Waterbody

Enter the 12-digit Hydrologic Unit Code (HUC 12) of each watershed in the project area on line a of the tables below. Determine the percent of the project area located in each HUC 12 and enter this on line c of the tables. Identify the nearest water resource downstream of the project area in each HUC 12, and enter its name on line d of the tables.

See [Geographic & Water Resource Information For Watersheds](#) of the application instructions and [Surface Water Data Viewer \(SWDV\)](#) for assistance in identifying the HUC 12s and name of the nearest water resource. The HUC 12 name (line b), downstream HUC 12 code (line e), and downstream HUC 12 name will automatically populate the table based on the watershed HUC 12 code.

1. 12-Digit Hydrologic Unit Code (HUC 12)	
a. HUC 12 Watershed Code	040302040405
b. HUC 12 Name	City of Green Bay-Fox River
c. Percent of project area located in HUC 12	51 %
d. Primary Water Resource	Fox River
e. Downstream HUC 12	040602000000
f. Downstream HUC 12 name	
2. 12-Digit Hydrologic Unit Code (HUC 12)	
a. HUC 12 Watershed Code	040302040304
b. HUC 12 Name	Lower East River
c. Percent of project area located in HUC 12	21 %
d. Primary Water Resource	East River
e. Downstream HUC 12	040302040405
f. Downstream HUC 12 name	City of Green Bay-Fox River
3. 12-Digit Hydrologic Unit Code (HUC 12)	
a. HUC 12 Watershed Code	040302040403
b. HUC 12 Name	Ashwaubenon Creek
c. Percent of project area located in HUC 12	28 %
d. Primary Water Resource	Ashwaubenon Creek
e. Downstream HUC 12	040302040405
f. Downstream HUC 12 name	City of Green Bay-Fox River
4. 12-Digit Hydrologic Unit Code (HUC 12)	
a. HUC 12 Watershed Code	
b. HUC 12 Name	
c. Percent of project area located in HUC 12	%
d. Primary Water Resource	
e. Downstream HUC 12	
f. Downstream HUC 12 name	
5. 12-Digit Hydrologic Unit Code (HUC 12)	
a. HUC 12 Watershed Code	
b. HUC 12 Name	
c. Percent of project area located in HUC 12	%
d. Primary Water Resource	
e. Downstream HUC 12	
f. Downstream HUC 12 name	

Part III. Screening Requirements

A. Maps and Photographs

Yes

- ☒ An 8.5 x 11 inch map from the DNR data/map viewers, showing the project area, is attached (link to <http://dnrmaps.wi.gov/SL/?Viewer=SWDV>).
- ☒ Aerial photo maps and project area photos are also included.

B. Filters

The applicant must be able to check "Yes" to questions 1 through 9 below to be eligible for a grant. If any of these questions cannot be answered "Yes" and/ or if required supporting documentation is omitted, the application will not be scored.

Yes

- ☒ 1. The project is in an area that is urban as defined in [NR 155.12\(31\)](#) or will be urban within 20 years (see [Definition of Urban Area & Existing Urban Development](#) of the application instructions), and can declare one of the three statements below is true.
- ☒ The population density of the project area is 1,000 or more per square mile according to the last federal census or subsequent population estimate under s. 16,96 stats;
Population density of the proposed project area: 2,125
- ☐ The entire project is located within a mapped urbanized area according to the Federal Census.
- ☐ Other evidence that the project area is urban as defined in [NR 155.12\(31\)](#) is attached to this application.
- ☒ 2. The project will be completed within 24 months of the start of the grant period.
- ☒ 3. Staff and contractors designated (or selected) to work on this project have adequate training, knowledge and experience to implement all elements of the proposed project.
- ☒ 4. Staff or contractual services, in addition to those funded by this grant, will be provided if needed to complete all elements of the proposed project.
- ☒ 5. Planning products prepared under this grant will not work at cross-purposes with the non-agricultural performance standards contained in ch. NR 151. (In other words, planning products prepared under this grant will be consistent with ch. NR 151 non-agricultural performance standards).
- ☒ 6. The local [DNR District Nonpoint Source Coordinator](#) has been contacted and all, of the topics in the table below were discussed.

Name of DNR NPS Coordinator(s) Contacted	Date(s) Contacted	Subject(s) of Contact(s) (check all that apply)	
Erin Hanson	03/11/2025	☒ Project Eligibility	☒ Project Purpose
		☒ Proposed planning activities	☒ Water Quality Need
		☐ Other	☐ Other

Summarize your discussion(s) with your local DNR Nonpoint Source Coordinator(s) in the space below.
Discussed scope of work for the proposed project with Erin Hanson and Chris Linskens to determine project eligibility. Got feedback on which eligible planning activities to apply for. Reviewed information regarding updating the City's storm water quality management plan and TMDL modeling and implementation planning.

- ☒ 7. The applicant can declare that one of the two statements below (a or b) is TRUE.
- ☒ a. The applicant is a local unit of government that has jurisdiction over the project area.
- ☐ b. The applicant does not have jurisdiction over the project area.
However, condition (i) [below] is met, AND either condition (ii) OR (iii) is met.
- ☐ (i) The applicant is required to obtain a permit under subchapter I of ch. NR 216
AND
- ☐ (ii) Inter-Governmental Agreements (IGAs) are in place.
OR
- ☐ (iii) Inter-Governmental Agreements (IGAs) will be put in place prior to the commencement of the grant period, to assure urban best management practices included in the grant are installed and maintained.
- ☒ 8. The applicant can declare that one of the two statements below (a or b) is TRUE.

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Storm Sewer System Remodel

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- ☒ a. The applicant is not the University of Wisconsin Board of Regents.
- ☐ b. The applicant is the University of Wisconsin Board of Regents **and** the project will develop recommendations for a UW Campus area located in a municipality that meets **both** of the following criteria:
- ☐ (i) The municipality is required to obtain a municipal separate storm water permit under ch. NR 216;
AND
- ☐ (ii) the municipality is located either in a priority watershed or lake area identified under [s. 281.65 Wis. Stats.](#), or in an [area of concern](#) as identified by the International Joint Commission under the Great Lakes Water Quality Agreement.
- ☒ 9. The applicant can declare that one of the two statements below (a or b) is TRUE.
- ☒ a. This application is not a joint application among local units of government.
- ☐ b. This application is a joint application among local units of government and the required Inter-Governmental Agreement (IGA) is attached (see [Inter-Governmental Agreement Template](#) of the application instructions).

Part IV. Competitive Elements

Question 1 Project Purpose & Extent of Pollutant Control

Identify the primary purpose of the proposed project by selecting A., B., C., or D below.

Note: This application form is dynamic. If you change your selection of A, B, C or D below, any subsequent data will be cleared out of the form and will need to be re-entered.

- ☒ **A. MS4 Storm Water Permit Compliance:** Project to achieve compliance with one or more elements of the applicant's current or future MS4 WPDES Storm Water Permit. *Note: Selecting this option does not preclude the inclusion of planning activities not directly related to MS4 permit compliance in the project.*
- ☐ **B. Voluntary Municipal Storm Water Permit Activities:** Project from municipalities with a population less than 9,500 with no WPDES storm water permit, voluntarily doing storm water permit activities, per s. NR 216.07, Wis. Adm. Code.
- ☐ **C. Education & Outreach Program Development and/or Implementation:** Project to develop and/or implement a comprehensive storm water education and outreach program.
- ☐ **D. Other Eligible Planning Activities:** Project for other eligible planning activities not directly related to MS4 permit compliance and other than education and outreach.

A. MS4 Storm Water Permit Compliance

1. **MS4 Current Status:** Select one statement below that best describes the MS4 status.

- ☐ a. New MS4 permittee (designated via 2020 census)
- ☐ b. MS4 municipality with greater than or equal to 9,500 population, but not yet MS4 permittee
- ☒ c. Existing MS4 permittee in EPA-approved TMDL area

WPDES Permit Number: S050075

- ☐ d. Existing MS4 permittee not in EPA-approved TMDL area

2. **Eligible Planning Activities:** The applicant will create or update one or more of the following planning deliverables consistent with Chapters NR 151 and NR 216, Wis. Adm. Code, and their current or future WPDES storm water permit. For each activity listed, select the project intent (create or update or NA) and the status of the planning activity.

Storm Water Planning	Project Intent	Activity Status
1. Local construction site erosion control program (not ordinance) (s. NR 216.07(4), Wis. Adm. Code)	Not applicable	N/A – Plan activity complete & up-to-date.
2. Local post-construction storm water management program (s. NR 216.07(5), Wis. Adm. Code)	Not applicable	N/A – Plan activity complete & up-to-date.
3. Local illicit discharge program (not ordinance) (s. NR 216.07(3), Wis. Adm. Code)	Not applicable	N/A - Plan activity complete & up-to-date.
4. Storm water quality management plan for developed urban areas (s. NR 216.07(10)(a), Wis. Adm. Code)	Update	State cost-share funds are requested to complete.
5. Pollution prevention plan (s. NR 216.07(6), Wis. Adm. Code)	Not applicable	N/A - Plan activity complete & up-to-date.
6. Storm sewer system map (s. NR 216.07(7), Wis. Adm. Code)	Not applicable	N/A - Plan activity complete & up-to-date.
7. TMDL modeling and implementation planning (s. NR 216.07(10)(c), Wis. Adm. Code)	Update	State cost-share funds are requested to complete.

Ordinance Development	Project Intent	Activity Status
1. Local construction site erosion control ordinance (equivalent to ss. NR 151.11(6m) and 151.23(4m), Wis. Adm. Code)	Not applicable	N/A – Plan activity complete & up-to-date
2. Local storm water ordinance – new development and re-development (equivalent to ss. NR 151.121-128 and NR 241-249, Wis. Adm. Code)	Not applicable	N/A - Plan activity complete & up-to-date.
3. Local illicit discharge ordinance (equivalent to s. NR 216.07(3)(a), Wis. Adm. Code)	Not applicable	N/A - Plan activity complete & up-to-date.

Storm Water Education & Outreach Program	Project Intent	Activity Status
1. Storm water education & outreach program development and/or implementation (s. NR 216.07(1), Wis. Adm. Code)	Not applicable	N/A – Plan activity complete & up-to-date

Other Eligible Planning Activities	Project Intent	Activity Status
1. Storm Water Program Revenue Source - Storm water financing feasibility analysis	Not applicable	N/A – Plan activity complete & up-to-date
2. Storm Water Program Revenue Source - Develop and implement a dedicated revenue source, such as a storm water utility	Not applicable	N/A - Plan activity complete & up-to-date.
3. Ordinance Development - Local low impact development/conservation subdivision ordinance	Not applicable	N/A - Plan activity complete & up-to-date.
4. Ordinance Development - Local ordinance affecting the quality of runoff from developed urban areas (other than post-construction storm water management, erosion control, and/or low impact development)	Not applicable	N/A - Plan activity complete & up-to-date.
5. Other Eligible Planning Activity		

The following planning activities will be updated as part of the grant project. Please provide the requested information for each planning activity listed.

Planning Activity Selected as Part of Grant Project	Applicable Section of Permit	Date Created	Date of Last Update	Why is the update needed?
Storm water quality management plan for developed urban areas	All sections of MS4 Permit	12/01/1999	10/30/2023	Update to follow new model
TMDL modeling & implementation planning	All sections of MS4 Permit	03/01/2008	10/21/2016	Update model for new and proposed storm water facilities

Question 2. Fiscal Accountability

A. Timeline and Source of Staff

For each applicable milestone listed below, fill in the appropriate data. Leave column 2 blank, and enter N/A in column 3 if the milestone is not applicable.

1 Milestone	2 Target Completion Date (month/year)	3 Source(s) of Staff
Prepare preliminary scope of services & discuss with DNR	12/2025	Municipal Staff & Consultant
Prepare request for proposal	01/2026	Municipal Staff
Select consultant	01/2026	Municipal Staff
Get DNR approval of Professional Services Agreement	02/2026	Municipal Staff
Hold "kick-off" meeting	02/2026	Municipal Staff & Consultant
Data collection/mapping	06/2026	Consultant
Pollutant load modeling	08/2026	Consultant
Ordinance drafting		N/A. Will evaluate updating as applicable.
Other planning activity (specify) City Review of Modeling	09/2026	Municipal Staff & Consultant
Other planning activity (specify) City Review of Ordinance	10/2026	Municipal Staff & Consultant

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Storm Sewer System Remodel

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1 Milestone	2 Target Completion Date (month/year)	3 Source(s) of Staff
Complete draft of planning deliverables & submit to DNR	11/2026	Municipal Staff & Consultant
Presentation to Municipal Council	01/2027	Municipal Staff
Finalize planning deliverables	02/2027	Municipal Staff
Adopt ordinances	03/2027	Municipal Staff
Implement planning deliverables	04/2027	Municipal Staff
Project evaluation	05/2027	Municipal Staff
Additional Milestones (list below)		

B. Financial Budget Table

1. Detailed budget for each planning activity selected in Questions 2, 3, 4 and/or 5.
The grant amount is capped at \$85,000.

a. Detailed list planning activities and component subactivities (use + to add additional rows under each BMP)	b. Estimated total cost	c. Amount Eligible for DNR Cost Sharing (\$)
Storm water quality management plan for developed urban areas	\$ 13,748	\$ 13,748
Meetings	4,342	4,342
Reporting	5,866	5,866
Project Management	3,540	3,540
TMDL modeling & Implementation planning	\$ 49,022	\$ 49,022
SLAMM Modeling	43,784	43,784
Mapping	5,238	5,238
Totals	\$ 62,770	\$ 62,770

Eligible Costs:

(i)	Amount Eligible for DNR Cost sharing	\$ 62,770
(ii)	50% of amount eligible for cost sharing	\$ 31,385

State Share Request

Cap Test

1.	Maximum grant (State Share) Amount	\$ 31,385
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State and Local Share

2.	Requested State Share (Grant Award) Amount	\$ 31,385
3.	Local Share amount	\$ 31,385
4.	Effective Cost-Share Rate	50.0 %

C. Cost-Estimate Quality

Select the appropriate option. Attach design, bid, estimate documentation.

- ☐ 1. Project costs are based on multiple competitive bids on the proposed project.
- ☒ 2. Project costs are based on a draft scope of services and an estimate of hours and hourly rate (salary + benefits) for each task and subtask, plus the estimated cost of any travel, supplies and other expenses required for each task.
- ☒ a. The draft scope of services which the project cost estimate is based upon is attached.
- ☒ b. A spreadsheet showing estimate of hours and hourly rate (salary + benefits) for each task and subtask, plus the estimated cost of travel, supplies and other expenses for each task is attached to the application.
- ☐ 3. Project costs are based on similar projects conducted locally (i.e. a nearby municipality in the same region of the state).
- ☐ 4. Project costs are based on similar projects conducted in a different region of the state.
- ☐ 5. Project costs are based on data less specific than the choices above.

Question 3. Evidence of Local Support

A. Funding Support

Check the situation that exists at the time of application and attach and fill in the required supporting information. Check all that apply.

- ☒ 1. Some or all of the local-share funds for this project are already specifically included in an adopted budget or adopted capital improvement plan. A copy of the adopted budget(s) and/or adopted capital improvement plan is/are attached to this application, and the attached budget document(s), amount budgeted and date(s) of adoption are listed in the table below.

Adopted Budget Document	Amount Budgeted	Date of Adoption
Storm Water Utility Capital Improvement Plan	\$ 31,385	04/07/2025
	\$	
	\$	
Total	\$ 31,385	

- ☐ 2. Some or all of the local-share funds for this project not specifically included in an adopted budget, are included in one or more proposed budget(s) attached to this application, and the attached proposed budget document(s), amount(s) budgeted and date(s) of anticipated adoption are listed in the table below.

Proposed Budget Document	Amount Budgeted	Date of Adoption
	\$	
	\$	
	\$	
Total	\$	

- ☐ 3. Some or all of the local-share funds for this project not specifically included in an adopted or proposed budget, will be included in one or more proposed budget(s) or will be provided by another non-state funding source and. These proposed budgets and/or other funding source, and their anticipated amounts are listed in the table below.

Other Source (e.g., grants)	Amount
	\$
	\$
	\$
Total	\$

4. Total local share amount included in an adopted or proposed budget: \$ 31,385

5. Local share amount entered in Question 2B: \$ 31,385

The amounts shown on lines 4 and 5 (above) should be equal. If the full amount of local share will not be provided the project is ineligible.

B. Community Support

Select the true statement below. Supporting information must be submitted with this application.

- ☒ 1. There is local community support from community stakeholders specifically for this project, and the supporting information checked below is attached to this application.
- ☐ a. There is local support from citizen groups, and letter(s) documenting this support are attached to the application.
- ☒ b. There is local support from municipal committees or councils representing the applicants, and letter(s) documenting this support are attached to the application.
- ☐ c. There is local support from other community stakeholders impacted by the project, and letter(s) documenting this support are attached to the application.
- ☐ 2. There is local community support from community stakeholders for addressing water resource needs in the community, even though there may not be evidence of support for this specific project, and the supporting information checked below is attached to this application.

Question 4. Water Quality Need

For each HUC 12 included in the project area, select groundwater or surface water to indicate the primary water resource type that will be addressed by the project. Then, for each HUC 12, select the primary pollutant(s) that will be addressed by the project. See the instructions for category definitions and scoring information. The categories and scores will be completed later, based on the answers to primary water resource type and pollutants.

A. Water Quality Need in the City of Green Bay-Fox River HUC 12:

1. Primary water resource addressed by project in the above-listed HUC 12:
Surface Water
2. Select the primary pollutant(s) that the project will address:
TP & TSS

B. Water Quality Need in the Lower East River HUC 12:

1. Primary water resource addressed by project in the above-listed HUC 12:
Surface Water
2. Select the primary pollutant(s) that the project will address:
TP & TSS

C. Water Quality Need in the Ashwaubenon Creek HUC 12:

1. Primary water resource addressed by project in the above-listed HUC 12:
Surface Water
2. Select the primary pollutant(s) that the project will address:
TP & TSS

Question 5. Drinking Water Bonus

Columns (1) and (2), of the table below are automatically populated with the name of each HUC 12 in the project area, the water resource type addressed in that HUC 12 (ground or surface water) and the percent of the project area in each HUC 12, respectively. Column (3) will automatically populate with the percent of project area located in the HUC 12 from Part II B1c.

For each HUC 12 listed, in Column 4, select "Yes" in the dropdown if the project's water quality goals relate to the reduction of nonpoint source contaminants in community or non-community public drinking water supplies. If not, select "No" in the dropdown.

This includes any of the following: Municipal water supplies governed by chs. NR 809 and 811; Other-Than-Municipal (OTM) water supplies governed by chs. 809 and 811; Non-Transient water supplies governed by chs. NR 809 and 812; Transient water supplies governed by chs. NR 809 and 812.

City of Green Bay-Fox River	Surface Water	51%	Yes
Lower East River	Surface Water	21%	Yes
Ashwaubenon Creek	Surface Water	28%	Yes

Question 6. Disadvantaged Community Bonus Points

1. List all of the towns, villages, or cities included in the project area, including any tribal lands.
City of De Pere

2. Explain how the project is benefitting the communities where it is located.

By remodeling the storm sewer system, the City will be able to take action to improve the overall water quality in the Community. This will be done by improving public infrastructure to treat storm water.

Question 7. Consistency with Resource Management Plans

Yes

- ☒ A. Check this box if the proposed project implements a water quality recommendation from a locally approved resource management plan less than ten years old, other than a TMDL report, TMDL implementation plan, or County Land and Water Resource Management Plan.

- B. Check the applicable plan type(s) and fill out the associated information in the table below (required to earn points for Question 12).

- ☐ 1. Smart Growth plans
☐ 2. Green Tier Legacy Community plans
☐ 3. Water Star plan
☒ 4. Local storm water management plan

(a) Publication Name

2023 Stormwater Management Plan Update TMDL Written Plan

(b) Publication Date

10/30/2023

(c) Summary of water quality recommendation(s) & how it/they relate(s) to the goals of the proposed project.
The TMDL Written Plan includes recommendations for future facilities. Specific recommendations include allocating TSS and phosphorous reductions, constructing new storm water treatment facilities in untreated areas, constructing catch basins, and street sweeping and leaf collection.

(d) URL & page number(s), or attach pertinent pages:

Entire TMLD Written Plan Pages 1-56

- ☐ 5. Wellhead protection plan
☐ 6. Lake management plan
☐ 7. Regional water quality plan
☐ 8. Remedial action plan
☐ 9. Other watershed-based NPS control plan
☐ 10. Other watershed-based NPS control plan

Question 8. City of Racine

Yes

- ☐ A. Check this box if this is an application from the City of Racine for a project that is necessary for the city to comply with state storm water permitting requirements.

Part V. Local Implementation Multiplier

Completion of this part of the application is optional for Non-MS4s. However, an applicant can increase the final project score by qualifying for a project multiplier. Permitted MS4s will automatically receive the local implementation multiplier because these items are required as part of the permit.

Select all that are in place as of the application submittal date and provide the required documentation if A, B and/or C is checked.

Yes

- ☒ A. The governmental unit is implementing a pollution prevention information and education program targeted for property owners and other resident and electronic copies of items 1 and 2 below are included on the CD or the flash drive submitted with this application.
- ☒ 1. A description of the efforts to understand storm water issues in the community during the past 2 years.
- ☒ 2. Examples of printed materials created and distributed during the last two years.

- ☒ B. The governmental unit is tracking storm water permitting activity (construction and post-construction) in the governmental unit and an electronic copy of summary information from the last two years is included on the CD or the flash drive submitted with this application.
- ☐ C. The governmental unit is implementing a nutrient management plan for municipally-owned properties of pervious area where nutrients are applied and electronic copies of items 1 and 2 below are included on the CD or the flash drive submitted with this application.
- ☐ 1. Labeled map of all municipally owned pervious areas located in the project area.
- ☐ 2. Nutrient management plan for each municipally-owned pervious area.

Optional Alternative Funding

- ☐ Check this box if the applicant requests that the DNR also submit a copy of this application to the upcoming Sewer Overflow & Stormwater Reuse Municipal Grant (OSG) Program.

Optional Project Summary

Provide an optional project summary in the space below. Note - this summary is optional and will not be scored. Where discrepancies exist between the project summary and project information entered in Part IV of the application, Part IV of the application shall govern. The purpose of the project is to remodel the City of De Pere's entire storm sewer system using WinSLAMM. The City has an existing model that was developed in 2015. Since 2015, there have been new developments and areas have been added to basins and sub-basins. By remodeling the system, the City will be able to better track the entire system including private systems, ponds, and proposed facilities. Improvements to public safety, flood control, and water quality management will be made with the new system.

Optional Consultant Contact

If the applicant would like a consultant to be copied on correspondence regarding this grant application, enter consultant contact information in the space below.

Consultant Name	Consultant Firm Name
E-Mail Address	Area Code + Phone Number

Optional Additional Information

Carefully review the answers to all of the questions above. Is there additional information that will add to the understanding of this project? If so, describe here.

Project Name:
Storm Sewer System Remodel

UNPS&SW Program - Planning Grant Application

Form 8700-299A (R 02/2025)

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Applicant Certification

A Responsible Government Official (authorized signatory) must sign and date the application form prior to submittal to the DNR. The governmental official with signatory authority must be the person authorized by the Governmental Responsibility Resolution. I certify that, to the best of my knowledge, the information contained in this application and attachments is correct and true.

Signature of Authorized Government Official	Date Signed
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Name (please print) James Boyd	Title Mayor
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☒ The required, completed, and signed Governmental Responsibility Resolution is attached. (see [Governmental Responsibility Resolution Template](#))

Submittal Directions

To be considered for funding, provide the following for each application submitted:

1. Assemble one complete application (current version of DNR Form 8700-299A), including all attachments, with a signature by the Authorized Responsible Government Official listed in the [Governmental Responsibility Resolution \(GRR\) Template](#).
 2. The assembled application must conform to the following:
 - All pages in the application, including maps, must be 8.5 x 11 inches in size.
 - Each page must be numbered.
 - All attachments must clearly identify the associated question number and description.
 3. The signed application and attachments should be saved in at least two separate PDF files (e.g., GranteeName_ProjectName_UNPS_P_Application, GranteeName_ProjectName_UNPS_P_Attachments).
- Send the application files using the this WI Box Dropoff Portal: <https://wibox.wi.gov/dropoff/>. The data fields need to be filled out the following way:

From: Your email address
To: DNRCFANONPOINTGRANTS@wisconsin.gov
Subject: Application Type-Project Name-Applicant Name

OR

Email the application files or a link to the FTP site to DNRCFANONPOINTGRANTS@wisconsin.gov. The file sizes for email cannot exceed 25 MB.

If the application was signed by hand by the Authorized Responsible Government Official (ARGO) and scanned, the application could be submitted by the local contact, consultant, or other staff person. If the application was signed electronically, the application must be submitted by the ARGO directly via email. If the ARGO is not able to submit the application directly, the ARGO may send an email stating their approval of the grant submission. This email will be kept with the grant file.

All application materials must be sent/emailed no later than midnight **April 15 (April 16/17, if the 15th falls on a Sunday or a Saturday)** of the calendar year prior to the grant start year.

Attachment Checklist

Required with all applications

- ☒ GRR (if not attached, date for submission should be provided – required prior to grant award)
- ☒ An 8.5" x 11" map from USGS or the DNR data/map viewers, showing the project location
- ☒ Aerial photo maps and project area photos

Required with some applications

Not all of the attachments listed below will apply to every application. Use the instructions and application form to determine which attachments to include.

- ☐ **Part II Question B:** Attached additional watershed and waterbody information if more space is needed.
- ☐ **Part III Question B1:** Evidence that the project area is urban as defined in NR 155.12(31) if this was selected
- ☐ **Part III Question B9:** If joint application among local units of government, then attach a draft Inter-Governmental Agreement
- ☒ **Part IV Question C:** Attach detailed construction components and costs, if available, to support question score. Attach design, bid, and estimate documentation in order to receive points.
- ☒ **Part IV Question 3A:** Provide a copy of the adopted/proposed budget or adopted/proposed capital improvement plan.
- ☒ **Part IV Questions 3B:** Attach letters of support for each of the items selected.
- ☒ **Part IV Question 7:** If a web link is not provided, attach pertinent pages of the plan(s).
- ☒ **Part V:** Provide required documentation for each of the items selected.



City of De Pere, Wisconsin

I.9

Request for Common Council Action

MEETING DATE: January 6, 2026
DEPARTMENT: City Clerk
FROM:
SUBJECT: Introduction of proposed new consent agenda format.
RECOMMENDED ACTION:

Staff has created the attached sample agenda to illustrate the consent agenda format. Staff proposes rolling out the new format at the second Council meeting in January.

ATTACHMENTS:
sample consent agenda



Common Council

Regular Meeting

Agenda

335 South Broadway
De Pere, WI 54115
www.deperewi.gov

Tuesday, December 16, 2025

7:30 PM

Council Chambers and Virtual

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE

4) APPROVAL OF THE AGENDA

5) PUBLIC HEARINGS

- a) Request for a zoning map amendment from R2-60 (Two-Unit District) to RM-1 (Multi-Unit [3-6 Units] District) at 815 Fox River Drive.
 - i) Notice of public hearing
 - ii) Recommendation from Plan Commission
 - iii) Public Hearing

6) PRESENTATIONS/AWARDS

- a) Proclamation for Wisconsin Stormwater Week.
- b) Presentation from the De Pere Beautification Committee.

7) PUBLIC COMMENTS

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

8) CONSENT AGENDA

Consent Agenda items are those items of a routine administrative nature that are voted on by the Council in a single roll call vote. Staff recommends approval of all items. Common Council may request that an item be removed from the Consent Agenda for discussion.

- a) Approval of the minutes of the December 2, 2025 Common Council meeting.

- b) Recommendation from the Board of Park Commissioners to accept a donation of \$1,680 from De Pere Baseball to repair the Gandrud Field outfield fence.
- c) Recommendation from the Board of Public Works on City Engineer parking and traffic recommendations.
- d) Recommendation from the License Committee on an application for a Class “A” Fermented Malt Beverage/”Class A” Intoxicating Liquor License for Bhawani Mart LLC (DBA De Pere Minimart), 821 George St. Agent: Karuna Kunwar, Green Bay WI.
- e) Appointment to the Board of Health by Mayor Boyd: Julie Massey – term to expire December 2026.

9) NEW BUSINESS

- a) Acceptance of donation from Firehouse Subs in the amount of \$1,000 for the Police Department purchase of portable defibrillator units (AEDs).
- b) Recommendation from the Board of Public Works on award of Contract 25-07 Curb Repair and Street Resurfacing to Northeast Asphalt, Inc. in the amount of \$747,520.60.
- c) To receive and place on file the De Pere Ice Arena Facility Condition Assessment report.
- d) Recommendation from the Board of Park Commissioners to discontinue the Ash Tree Replacement Program due to the NEW Tree Grant being put on hold.

10) OLD BUSINESS

- a) Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation. (Held over from the December 2, 2025 Common Council meeting)

11) RESOLUTIONS

- a) Resolution #25-128 Regarding Fees for 2026 Services.
- b) Resolution #25-129 Designating Public Depositories and Authorizing Withdrawal or Disbursement of City Monies.

12) ORDINANCES

- a) Ordinance #25-20 Approving Zoning Map Amendment from R2-60 Two-Unit District to RM-1 Multi-Unit (3-6 Units) Residential District (815 Fox River Drive; Parcel ED-91).
- b) Ordinance #25-21 Amending Chapter 150 De Pere Municipal Code Regarding Traffic and Vehicles.

13) ORDINANCES FOR 2ND READING AND ADOPTION

- a) Ordinance #25-22 Repealing and Reenacting Section 6-11 of the De Pere Municipal Code Regarding Telephonic/Video Conference Meeting Attendance. (1st reading vote was 6-1)

14) INFORMATIONAL

- a) Discussion on the status of development options for the former Irwin School property.
- b) Update from the Fire Department on delivery of new ambulance.

15) FUTURE AGENDA ITEMS

16) ADJOURNMENT

Virtual Attendance Notice

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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.igam2.com/>.

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.