



Common Council

Regular Meeting

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

Agenda

Tuesday, November 4, 2025

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 **November 4, 2025** 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 October 21, 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. 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.
 6. Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation. *(Previously held over from the Common Council meeting of October 21, 2025)*
 7. Recommendation from Plan Commission to approve a 4-lot extraterritorial certified survey

map at 2400 BLK French RD in Lawrence (Parcel L-454-3, L-2078).

8. Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2026 Operating Plan.
9. Resolution #25-119 Granting a Planning Option to Purchase to Ehlinger Properties, LLC (West Business Park; Part of Parcel WD-L492-B-5).
10. Resolution #25-120 Approving Utility Facilities Easement Agreement to Central Brown County Water Authority (Parcel No. WD-1050; 0 Lawrence Drive).
11. Resolution #25-121 Authorizing Miron Construction Co., Inc. to Award Contracts related to the Construction of a Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin, in an amount totaling \$6,035,448.00.
12. Resolution #25-122 Authorizing an Amendment to the Contract for Construction Manager at Risk (CMaR) with Miron Construction regarding the Guaranteed Maximum Price in connection with the Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin.

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 339-4050 by Noon, 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: November 4, 2025
DEPARTMENT:
FROM:
SUBJECT: Approval of the minutes of the October 21, 2025 Common Council meeting.
RECOMMENDED ACTION: Motion to approve.

ATTACHMENTS:
10-21-25 Common Council minutes_draft



Common Council

Regular Meeting

Draft Minutes

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

Tuesday, October 21, 2025

7:30 PM

Council Chambers/Virtual

I. Call to Order

The meeting was called to order at 7:30 PM by Council President Shana Defnet Ledvina.

1. Roll Call.

Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson (remote), Devin Perock

Excused: James Boyd

2. Pledge of Allegiance.

3. Approval of the minutes of the October 7, 2025 meeting of the Common Council.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Devin Perock

4. Public Hearing to act on a request to remove PDD overlays at multiple parcels on Lawrence Drive between Bridge Port Lane and Daytona Speedway.

A. Notice of public hearing.

The public hearing notice was published in the Press Times on October 3 and October 10, 2025.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom explained the reason for the removal of the PDD overlays. He reported that staff heard from one constituent, who simply needed clarification. Alderperson Ledvina declared the public hearing open; no one wished to speak so she declared the hearing closed.

C. Ordinance #25-13 Approving Zoning Map Amendment to remove Planned Development District Overlay from 105 parcels generally located East from Lawrence Drive, South from Bridge Port Lane and North from Daytona Speedway.

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

5. Public Hearing to act on a request for a conditional use for Type B Home Occupation at 600 Lewis Street.

A. Notice of public hearing.

The notice of public hearing was published in the Press Times on October 3 and October 10, 2025.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom distributed a summary checklist and a frequently asked questions sheet to Council members, and made them available to the audience as well. The documents have been attached to these minutes as Exhibit A. Lindstrom explained that a conditional use permit is required when a home-based business owner wants customers to visit their site. Several years ago, state law drastically narrowed local governing bodies' authority over conditional uses; he noted that public opposition can no longer be used to add a condition. Lindstrom reported that since the Plan Commission meeting, staff, alderpersons, and the mayor have received several phone calls and emails. Lindstrom reminded the group that the topic on the table tonight is the customer component, not the use itself. He also noted that the applicant has placed extra voluntary conditions upon himself, and that a gun repair/gunsmithing business is afforded state and legal protections.

Aldersperson Ledvina reviewed the process for the public hearing and then declared the hearing open. The following individuals spoke against the proposal: Unified School District of De Pere Superintendent Chris Thompson; school board member Matt Peterson; residents Nicole Slavin, Christian Mills, Eben Erhard, Matt Wery, Lori Sadewater, Megan Wood Bolin, Jenny Wery. The following individuals spoke in support of the applicant: David Kohn, Anthony Regazzi, Anna Regazzi, Summer Walgate, and Tammy Mattson. Applicant Daniel Farnsworth addressed the Council and answered questions. Aldersperson Ledvina then declared the public hearing closed.

Staff provided answers to some of the residents' questions that were raised during the hearing. Discussion followed regarding how any non-compliances would be handled. Aldersperson Carpenter moved, seconded by Aldersperson Ledvina to amend section #5 of the resolution to include compliance "with all state and federal laws and regulations". Upon vote, motion carried unanimously.

C. Resolution #25-111 Authorizing and Approving a Conditional Use of Type B Home Occupation in an R2-45 (Two-Unit) District at 600 Lewis Street (Parcel ED-936).

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

6. 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.

7. Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation.

Public Works Director Scott Thoresen and consultant Ginny Hinz from Onward Accounting presented the rate case, and explained a new option called expense depreciation. They acknowledged that this method would have a higher rate increase initially, but pointed out that the debt financing scenario would have a much larger increase in the rates over twenty years. Discussion followed; Council members agreed to hold the item until the next Council meeting in order to get resident input.

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

8. Recommendation from the Board of Public Works on an update to the Neighborhood Watch sign policy.

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

9. Recommendation from the Board of Public Works to delay construction of a new west side yard waste site.

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

10. Recommendation from the Board of Public Works on approving Change Order #1 for Project 25-02.

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

11. Recommendation from Finance & Personnel Committee to approve the Side Letter of Agreement with the De Pere Professional Fire Firefighters Association IAFF Local 141 regarding overtime incentives.

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

12. Recommendation from the Finance & Personnel Committee to approve Side Letter of Agreement with De Pere Professional Firefighters Association IAFF Local 141 regarding Paramedic Reimbursement Program.

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

13. Recommendation from Finance/Personnel Committee to approve 2026 benefit renewal & plan design changes.

Human Resources Director Shannon Metzler answered questions about how reimbursement would work with the Garner health benefit program. She reported that the City would pay a monthly administrative fee per member, and that Garner does not receive anything from providers in their program.

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

14. Recommendation from Finance/Personnel Committee to approve a Redevelopment Request for Proposals for Parcel WD-376, generally known as 360 Main Avenue.

Development Services Director explained that several years ago, the City had considered taking the lead on an affordable housing project at this site. Unfortunately, due to rising

construction costs and interest rates, a financial analysis showed that there was no way to make such a project break even.

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

15. Resolution #25-112 Authorizing one-year Lease Agreement with KK Integrated Logistics, Inc. (Equipment Storage Warehouse).

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

16. Resolution #25-113 Authorizing Contractor Agreement with GFL Environmental Services USA, LLC (2026-2028 Garbage & Recycling Dumpster Corral Collection Services).

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

17. Resolution #25-114 Authorizing transfer of \$8,909.10 from Unassigned Reserves to fund City Hall generator repairs.

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

18. Resolution #25-115 Authorizing transfer of \$15,295 from Unassigned Reserve to fund emergency sanitary sewer line repairs at Legion Pool.

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

19. Resolution #25-116 Approving Amendments to Sections 2. General Guidelines of Employment, 3. General Policies, 4. Employee Conduct, 6. Compensation, 7. Time Off and Away from Work, 9. Separation from Employment and 10. Expenses and Reimbursements of the City of De Pere Employee Policy Manual.

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

20. Resolution #25-117 Approving Grant Agreement Modification to Division of Public Health DPH LPHD Immunization Consolidated Contract #65397-4 in the amount of \$8,310.

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

21. Resolution #25-118 Authorizing Purchase of Managed Detection and Response Cybersecurity Services from Arctic Wolf Networks, Inc. in the amount of \$25,500.

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

22. Consideration and possible action on the negotiation of EMS contracts with the Town of Lawrence.

Aldersperson Carpenter moved, seconded by Aldersperson Gantz to enter into closed session at 9:50 PM. Upon roll call vote, motion carried unanimously. Aldersperson Ledvina moved, seconded by Aldersperson Eserkaln to return to open session at 9:59 PM. Upon roll call vote, motion carried unanimously. Aldersperson Ledvina moved, seconded by Aldersperson Carpenter to instruct staff to proceed as directed in closed session. Upon vote, motion carried unanimously.

II. Future Agenda Items

None.

III. Adjournment

Aldersperson Hansen moved, seconded by Aldersperson Gantz to adjourn the meeting at 10:00 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

L5

Request for Common Council Action

MEETING DATE:	November 4, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Brian Christnovich, Parks Superintendent
SUBJECT:	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.
RECOMMENDED ACTION:	Staff recommends approval

ATTACHMENTS:

De Pere Baseball Donation - Gandrud Field fence repairs, Jacobs Fence Quote - Gandrud Field Repairs

CITY OF DE PERE MEMO



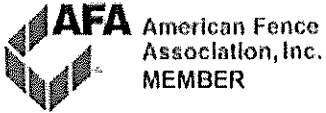
To: Board of Park Commissioners
From: Brian Christnovich
Parks Superintendent
Date: October 16, 2025

RE: Consideration and possible action to accept a donation of \$1,680 from De Pere Baseball to repair the Gandrud Field outfield fence. *

Summary: Staff is requesting the Board of Park Commissioner's approval to accept a donation of \$1,680 from De Pere Baseball to the Parks Department. The money will be used to cover half of the cost to repair the outfield fence at Gandrud field, the city will cover the other half of the cost.

Staff Recommendation: Approve donation

ESTIMATE



Prepared For

City Of De Pere (Southwest Park)
2474 Lawrence Dr
De Pere, WI
(920) 339-8362

Jacobs Fence LLC

1100 Broadway St Unit 106
Wrightstown, WI 54180
Phone: (920) 360-0950
Email: jacobsfencellc@gmail.com

Estimate # 4360
Date 08/15/2025
Business / Tax # 47-4193733

Description	Total
8' chain link repair	\$3,360.00
- 2x9x84" kk aluminized	
- 2 1/2" x 12' x 40 lines	
- 3" x 9 1/2 x 40 terminals	
- 1 5/8"x 21' x 20 rail	
Drive down outfield posts to get wire back to correct height. Tie off all posts and top rail once wired is lowered.	

Subtotal	\$3,360.00
Total	\$3,360.00



City of De Pere, Wisconsin

I.6

Request for Common Council Action

MEETING DATE:	November 4, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation. <i>(Previously held over from the Common Council meeting of October 21, 2025)</i>
RECOMMENDED ACTION:	Staff recommends applying with the PSC using the expense depreciation method.

This item was held over at the October 21, 2025 Common Council meeting.

The Board of Public Works at the October 13, 2025 meeting approved applying with the PSC for conventional water rate application using the expense depreciation method and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote.

ATTACHMENTS:

Consider PSC Full Water Rate Application for Expense Depreciation 10-6-2025, Analysis of Debt Financing Versus Expense Depreciation Method 10-6-2025

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: October 6, 2025
RE: Consideration and possible action for Conventional Water Rate Application for Expense Depreciation*

The BOPW and Council approved in June hiring Onward Accounting & Consulting LLC to assist with applying to the Wisconsin Public Service Commission (PSC) for consideration for a conventional water rate case. The intent of the application is to adjust water rates in accordance with the PSC guidelines to determine if water rates are adequate to meet the water utility's debt service requirements and to fund project capital projects such as water main replacements.

As we work through the application for the PSC, the PSC has a new methodology for cash funding water main replacements called "expense depreciation" rather than issuing debt annually to fund these projects. Issuing debt every year for the water main replacement program keeps the costs lower in the initial years of the program when the debt service payments are lower, but with increasing debt service payments, rates for debt funding eventually increase higher than with cash funding. Attached is a comparison of annual debt financing versus the expense depreciation method.

Under the expense depreciation it would be the intent to fund \$1,000,000 in annual water main replacements instead of bonding annually for the same amount. It is estimated if the PSC approved the expense depreciation method the water rates would increase approximately 19%. If the City would go the route of debt financing annually the same amount the rates would increase approximately 5.5%. Ultimately, so the water utility does not go into negative cash balances in the future, the City needs to either issue debt on an annual basis or go with the expense depreciation method.

Staff recommends applying with the PSC using the expense depreciation method.

CITY OF DE PERE WATER DEPARTMENT
ANALYSIS OF DEBT FINANCING COMPARED TO CASH FUNDING (Expense Depreciation)

Both scenarios - Estimated Main, Service and Hydrant Replacement cost of \$1,500,000

Both scenarios include 2.5% inflation

Data presented represents similar net cash flows in year 2046

Debt Funding - Estimated debt issuance of \$1,000,000 annually (20 year loans at 4.75%)

Debt Funding - Includes a required restricted reserve for annual debt payments (not available cash)

	Current Estimated	Cash Funding Main Replacement (Expense Depreciation)			Debt Funding Main Replacement		
	Year 2025	Year 2027	Year 2039	Year 2046	Year 2027	Year 2039	Year 2046
Estimated Quarterly Bill - Average Customer							
Residential - 3/4" meter (9,500 gallons sold)	\$ 137	\$ 163	\$ 183	\$ 189	\$ 145	\$ 188	\$ 214
Commercial - 1" meter (47,500 gallons sold)	\$ 509	\$ 604	\$ 680	\$ 700	\$ 536	\$ 698	\$ 792
Public Authority - 2" (58,000 gallons sold)	\$ 819	\$ 973	\$ 1,095	\$ 1,128	\$ 863	\$ 1,124	\$ 1,276
Estimated Debt Service Annual Payments							
Principal	\$ 625,000	\$ 686,000	\$ -	\$ -	\$ 717,050	\$ 541,331	\$ 1,000,000
Interest	\$ 104,250	\$ 170,000	\$ -	\$ -	\$ 217,500	\$ 479,825	\$ 571,010
Total Debt Service Annual Payments	\$ 729,250	\$ 856,000	\$ -	\$ -	\$ 934,550	\$ 1,021,156	\$ 1,571,010
Balance of Long- Term Debt Payable	\$ 5,787,500	\$ 5,394,868	\$ -	\$ -	\$ 6,394,868	\$ 10,560,258	\$ 12,021,251
Estimated Water Fund Cash							
Operating Cash Reserves	\$ (1,015,828)	\$ 119,410	\$ 6,626,683	\$ 3,941,284	\$ (68,335)	\$ 4,104,424	\$ 3,972,000
Tower Repainting Funds	\$ 1,110,000	\$ 1,300,000	\$ 540,000	\$ 1,205,000	\$ 1,300,000	\$ 540,000	\$ 1,205,000
Restricted Debt Redemption	\$ -	\$ -	\$ -	\$ -	\$ 78,550	\$ 1,021,156	\$ 1,571,010
Total Cash	\$ 94,172	\$ 1,419,410	\$ 7,166,683	\$ 5,146,284	\$ 1,310,215	\$ 5,665,580	\$ 6,748,010



City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: Development Services
FROM: Peter Schleinz, City Planner/Zoning Administrator
SUBJECT: Recommendation from Plan Commission to approve a 4-lot extraterritorial certified survey map at 2400 BLK French RD in Lawrence (Parcel L-454-3, L-2078).
RECOMMENDED ACTION: Approval.

On October 27, 2025, Plan Commission unanimously recommended approval with one condition.

ATTACHMENTS:

PC Report, Application and Preliminary CSM - 21 Oct 2025

Consideration and possible action for a 4-lot extraterritorial certified survey map at 2400 BLK French RD in Lawrence (Parcel L-454-3, L-2078).*

SITE MAP



REQUESTED ACTION:	Certified Survey Map Approval (File ECSM 25-05).	
COMMON DESCRIPTION:	2400 BLK French RD, southeast of the French RD and Lawrence PKWY intersection.	
ZONING:	B-1: Business/Commercial District in Lawrence.	
SURROUNDING LAND USES:	Developing business to the north. Developing outdoor recreation to the south. I-41 to the east. Residential to the west.	
COMPREHENSIVE PLAN:	Business/Commercial in Lawrence.	
APPLICANT / OWNERS:	<u>Authorized Representative</u> Douglas E Woelz, PLS McMahon Associates INC 1445 McMahon DR Neenah, WI 54956	<u>Property Owner</u> Town of Lawrence 2400 Shady CT De Pere, WI 54115
LAND USE HISTORY:	After a review of air photographs, the site has been an agricultural use since 1938.	

STAFF REVIEW:

When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- Lots 1-2 do not have development plans.
- Lot 3 is a proposed private baseball development.
- Lot 4 is an existing Lawrence lift station garage.
- The Lawrence minimum acreage and frontage requirements are 0.3 acres and 100 feet. The De Pere minimum acreage and frontage requirements are 0.2 acres and 75 feet.

All conditions of approval are listed at the end of the report. The conditions are technical and can be overseen by staff.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division provides development opportunities and does not impact the Comprehensive Plan negatively. The proposed lot sizes, street frontages, and setbacks meet City requirements.

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

1. Meeting all other state and local regulations, including the Town of Lawrence, City of De Pere, and Brown County Planning Commission.



Planning/Zoning Application

Planning & Zoning Department

Submitted On:

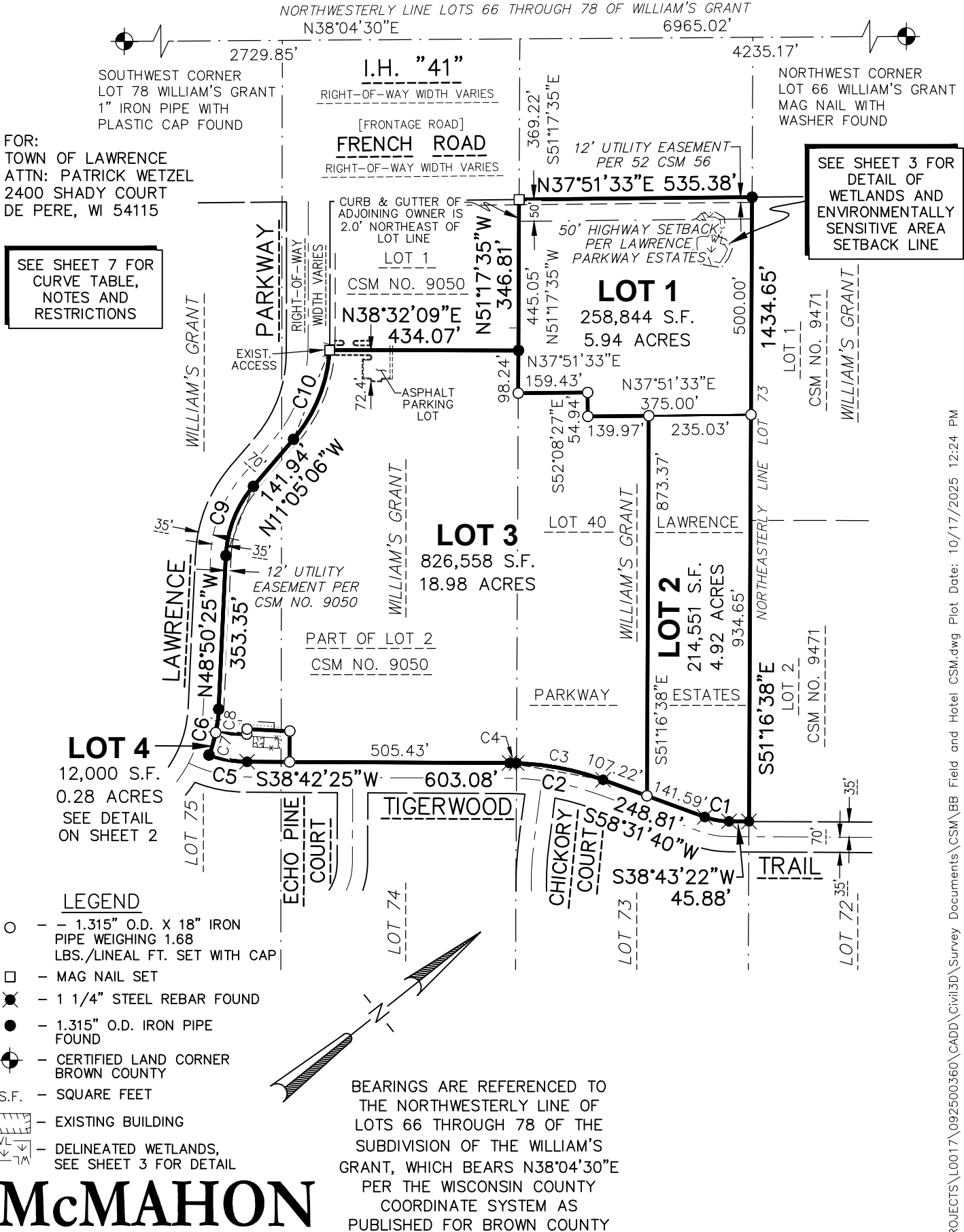
Oct 21, 2025, 10:35AM EDT

Parcel Number: (Include ALL parcels)	L-2078 and L-454-3
Nearest property address to the project site:	Street Address: 2350 Lawrence Parkway City: DePere State: WI Zip: 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	4
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	B1 Business Commercial
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	First Name: Town of Last Name: Lawrence
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	Street Address: 2400 Shady Court City: De Pere State: WI Zip: 54115
Property Owner's Phone Number:	920-347-3710
Property Owner's Email Address:	patrickw@lawrencewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	First Name: Douglas Last Name: Woelz

Authorized Representative's Business Name:	McMahon Associates
Authorized Representative's Phone Number:	920-751-4200
Authorized Representative's Email Address:	dwoelz@mcmgrp.com
Please attach 1 PDF copy of the CSM.	2025-10-17_4-Lot CSM ISA-BaseballField.pdf
How do you plan on paying for your application?	Online with a credit card
Total Due:	\$375.00
Signature Data	First Name: Douglas Last Name: Woelz Email Address: dwoelz@mcmgrp.com  Signed at: October 21, 2025 10:33am America/New_York
User's Session Information	IP Address: 67.53.157.66 Referrer URL:

CERTIFIED SURVEY MAP SHEET 1 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON PAGES 130-132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



DRAFTED BY: AMY M. SEDLAR

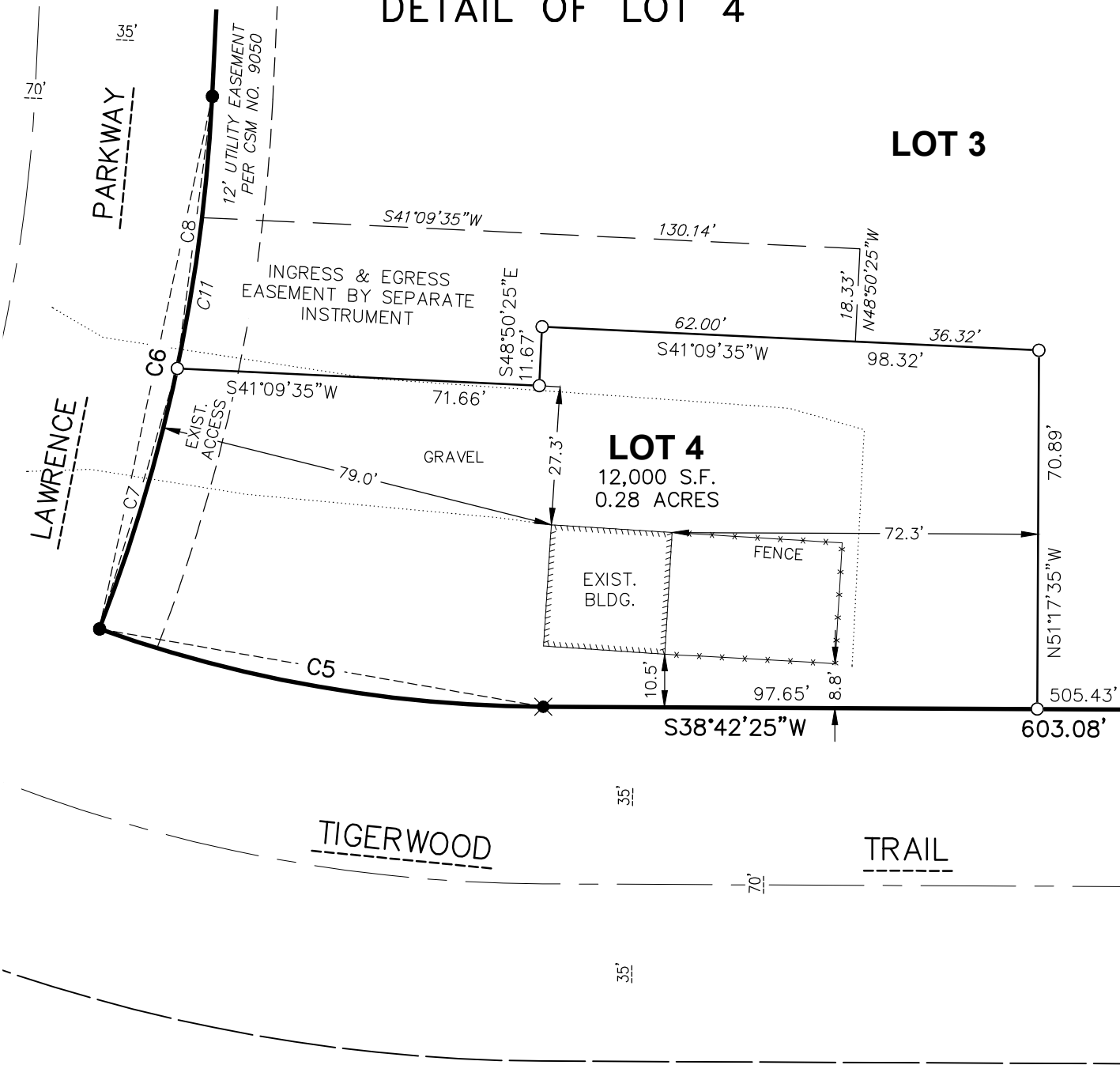
osedlar, W:\PROJECTS\LO017\092500360\CADD\Civil3D\Survey Documents\CSM\BB Field and Hotel CSM.dwg Plot Date: 10/17/2025 12:24 PM

CERTIFIED SURVEY MAP

SHEET 2 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON PAGES 130-132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

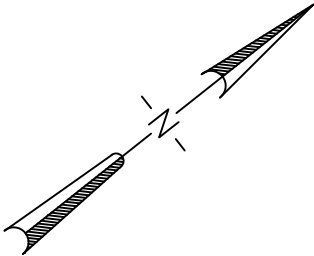
DETAIL OF LOT 4



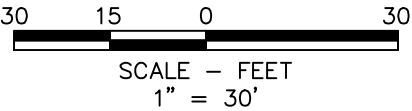
LEGEND

- - 1.315" O.D. X 18" IRON PIPE WEIGHING 1.68 LBS./LINEAL FT. SET WITH CAP
- ✕ - 1 1/4" STEEL REBAR FOUND
- - 1.315" O.D. IRON PIPE FOUND
- S.F. - SQUARE FEET
- ▨ - EXISTING BUILDING

SEE SHEET 7 FOR CURVE TABLE



BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS N38°04'30"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY



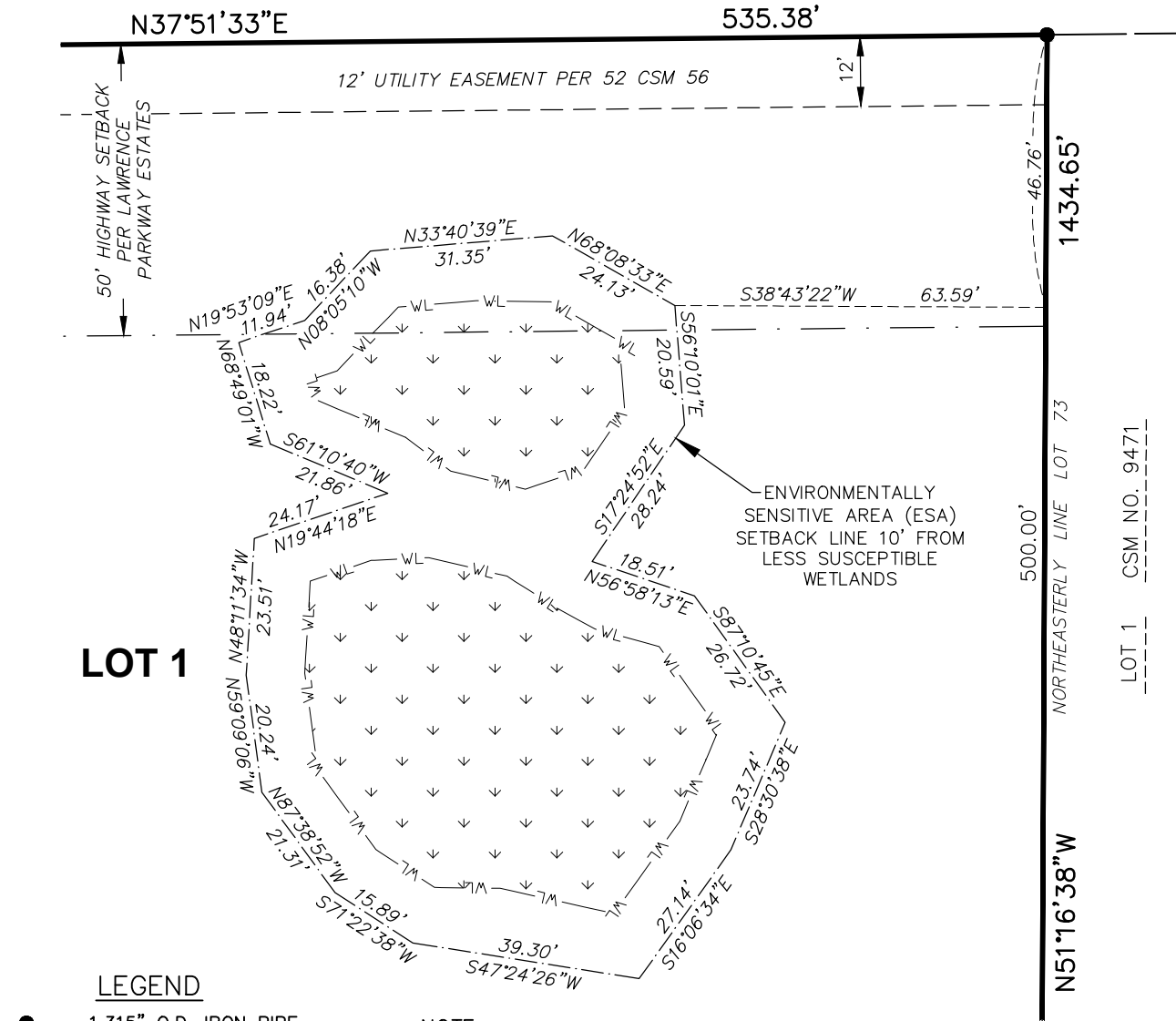
CERTIFIED SURVEY MAP

SHEET 3 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON PAGES 130-132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM'S GRANT; ALL IN TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

DETAIL OF WETLANDS AND ENVIRONMENTALLY SENSITIVE AREA

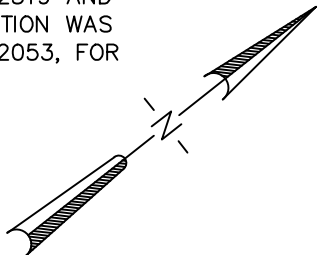
[FRONTAGE ROAD]
FRENCH ROAD
RIGHT-OF-WAY WIDTH VARIES



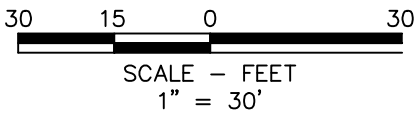
LEGEND

- - 1.315" O.D. IRON PIPE FOUND
- WL - WETLANDS AS DELINEATED BY SHYANN BANKER AND CHAD FRADETTE OF EVERGREEN CONSULTANTS LLC, DATED JUNE 6, 2024

NOTE:
A NONFEDERAL WETLAND EXEMPTION DETERMINATION WAS GRANTED AS APPLICATION EXE-NE-2024-5-02519 AND AN ARTIFICIAL WETLAND EXEMPTION DETERMINATION WAS GRANTED AS APPLICATION EXE-NE-2024-5-02053, FOR DELINEATED WETLAND AREAS NOT SHOWN.



BEARINGS ARE REFERENCED TO THE NORTHWESTERLY LINE OF LOTS 66 THROUGH 78 OF THE SUBDIVISION OF THE WILLIAM'S GRANT, WHICH BEARS S38°04'30"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY



CERTIFIED SURVEY MAP

SHEET 4 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON PAGES 130–132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT; AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT; ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR’S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S–2327, certify that I have surveyed, divided and mapped all of Lot 40 of Lawrence Parkway Estates, recorded in Volume 24 of Plats on Pages 130–132 as Document No. 2890155, being part of Lot 73 of the recorded plat of the Subdivision of The William’s Grant; and part of Lot 2 of Certified Survey Map No. 9050, recorded as Document No. 2858277, being part of Lots 74 and 75 of the recorded plat of the Subdivision of The William’s Grant; all in the Town of Lawrence, Brown County, Wisconsin containing 1,311,953 square feet (30.12 acres) of land and more fully described as follows:

Commencing at the Southwest corner of Lot 78 of said recorded plat of the Subdivision of The William’s Grant; Thence N38°04’30”E, 2729.85 feet along the Northwesterly line of Lots 66 through 78 of said Subdivision of The William’s Grant to the Southwest corner of Lot 73 of said plat; Thence S51°17’35”E, 369.22 feet along the Southwesterly line of said Lot 73 to the Southeasterly right-of-way line of French Road (frontage road to I.H. ”41”) and the Point of Beginning; Thence N37°51’33”E, 535.38 feet along said Southeasterly right-of-way line to the Southwesterly corner of Certified Survey Map No. 9471 recorded as Document No. 3004248 and the Northeasterly line of Lot 73 of said Subdivision of The William’s Grant; Thence S51°16’38”E, 1434.65 feet along said Northeasterly line of Lot 73 and the Southwesterly of said Certified Survey Map No. 9471 to the Southeasterly corner thereof and the Northwesterly right-of-way line of Tigerwood Trail; the next six courses are along said Northwesterly right-of-way line of Tigerwood Trail; Thence S38°43’22”W, 45.88 feet to the start of a 165.00 foot radius curve to the right; Thence 57.03 feet along the arc of said curve having a 56.75 foot chord which bears S48°37’31”W; Thence S58°31’40”W, 248.81 feet to the start of a 635.00 foot radius curve to the left; Thence 219.67 feet along the arc of said curve having a 218.58 foot chord which bears S48°37’03”W; Thence S38°42’25”W, 603.08 feet to the start of a 265.00 foot radius curve to the right; Thence 89.48 feet along the arc of said curve having a 89.05 foot chord which bears S48°22’47”W to the Northeasterly right-of-way line of Lawrence Parkway and the end of the said six courses and the start of a 335.00 foot radius curve to the left; the next five courses are along said Northeasterly right-of-way line of Lawrence Parkway; Thence 108.07 feet along the arc of said curve having a 107.60 foot chord which bears N39°35’56”W; Thence N48°50’25”W, 353.35 feet to the start of a 265.00 foot radius curve to the right; Thence 174.62 feet along the arc of said curve having a 171.48 foot chord which bears N29°57’46”W; Thence N11°05’06”W, 141.94 feet to the start of a 350.00 foot radius curve to the left; Thence 225.02 feet along the arc of said curve having a 221.16 foot chord which bears N29°30’12”W to the Southwesterly corner of Lot 2 of said Certified Survey Map No. 9050 and the end of the said five courses; Thence N38°32’09”E, 434.07 feet along the Northwesterly line of said Lot 2 to the Northwesterly corner thereof; Thence N51°17’35”W, 346.81 feet along the Southwesterly line of Lot 40 of said Lawrence Parkway Estates to the Southeasterly right-of-way line of French Road (frontage road to I.H. ”41”) and the Point of Beginning

That I have made this survey by the direction of the Owner of said lands.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes, Town of Lawrence and Brown County Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this ____day of _____, 20____.

Douglas E. Woelz, WI Professional Land Surveyor S–2327

SHEET 5 OF 7

TOWN OF LAWRENCE APPROVAL

Dr. Lanny J. Tibaldo, Town Chairperson	Date
--	------

Cindy Kocken, Town Clerk _____ Date _____

Carey E. Danen, City Clerk	Date
----------------------------	------

County Treasurer	Date
Raymond F. Suennen	

Devin Yoder, Senior Planner,
Brown County Planning Commission

CERTIFIED SURVEY MAP

SHEET 6 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON
PAGES 130–132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED
PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT; AND PART OF LOT 2 OF CERTIFIED
SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74
AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT;
ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

OWNER’S CERTIFICATE

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

Town of Lawrence
City of De Pere
Brown County Planning Commission

Dated this _____ day of _____, 20____.

Dr. Lanny J. Tibaldo,
Town Chairperson

Cindy Kocken
Town Clerk

State of Wisconsin)
)ss
Brown County)

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

Notary Public

Brown County, Wisconsin

My commission expires _____

CERTIFIED SURVEY MAP

SHEET 7 OF 7

ALL OF LOT 40 OF LAWRENCE PARKWAY ESTATES, RECORDED IN VOLUME 24 OF PLATS ON PAGES 130–132 AS DOCUMENT NO. 2890155, BEING PART OF LOT 73 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT; AND PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9050, RECORDED AS DOCUMENT NO. 2858277, BEING PART OF LOTS 74 AND 75 OF THE RECORDED PLAT OF THE SUBDIVISION OF THE WILLIAM’S GRANT; ALL IN THE TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

CURVE TABLE							
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	165.00'	019°48'18"	57.03'	S48°37'31"W	56.75'	S38°43'22"W	S58°31'40"W
C2	635.00'	019°49'15"	219.67'	S48°37'03"W	218.58'	S58°31'40"W	S38°42'25"W
C3	635.00'	018°21'19"	203.43'	S49°21'01"W	202.56'		
C4	635.00'	001°27'56"	16.24'	S39°26'23"W	16.24'		
C5	265.00'	019°20'45"	89.48'	S48°22'47"W	89.05'	S38°42'25"W	S58°03'10"W
C6	335.00'	018°28'58"	108.07'	N39°35'56"W	107.60'	N30°21'27"W	N48°50'25"W
C7	335.00'	009°11'45"	53.77'	N34°57'19"W	53.71'		
C8	335.00'	009°17'13"	54.30'	N44°11'48"W	54.24'		
C9	265.00'	037°45'18"	174.62'	N29°57'46"W	171.48'	N48°50'25"W	N11°05'06"W
C10	350.00'	036°50'10"	225.02'	N29°30'12"W	221.16'	N11°05'06"W	N47°55'17"W
C11	335.00'	005°10'05"	30.22'	N42°08'14"W	30.21'		

LOT 1 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR’S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION–RELATED ACTIVITIES.

RESTRICTIVE COVENANTS:

ESA:

LOT 1 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE 2040 BROWN COUNTY URBAN SERVICE AREA WATER QUALITY PLAN. THE ESA INCLUDES DELINEATED WETLANDS, ALL LAND WITHIN 10–30 FEET OF LESS SUSCEPTIBLE WETLANDS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE: THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER. GRADING ACTIVITIES WITHIN ESA AND ESA SETBACK AREAS ARE RESTRICTED UNLESS AN ESA AMENDMENT IS APPROVED BY THE BROWN COUNTY PLANNING COMMISSION, OR GRADING IS COMPLETED AS PART OF AN APPROVED GRADING AND STORMWATER MANAGEMENT PLAN.



Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Recommendation from the Business Improvement District Board to approve the De Pere Business Improvement District 2026 Operating Plan.
RECOMMENDED ACTION: At the October 23, 2025, De Pere Business Improvement District (DBID) Board meeting, the board unanimously recommended approval of the 2026 DBID operating plan, subject to proposed changes now incorporated into the operating plan submitted for approval. Motion passed 5-0

ATTACHMENTS:
DBID Operating Plan 2026 FINAL (For CC approval)

De Pere Business Improvement District 2026 Operating Plan



Downtown De Pere



Approved by De Pere Business Improvement District: **10/23/2025 (scheduled)**
Approved by De Pere Common Council: **11/4/2025 (scheduled)**

The 2026 De Pere Business Improvement District (DBID) Plan was prepared by the BID Board and its members in collaboration with Downtown De Pere, Inc. (dba Definitely De Pere), and the city of De Pere.

DBID Board Members

Name	Position	Term Expiration	Role
Tom Gavic	Chairperson	2027	Office Representative
Rich Starry	Vice Chairperson	2028	Property Owner
Mary Boyd	Board Member	2027	Hospitality Representative
Brent Felchlin	Board Member	2026	Retail Representative
Maya Romboy	Board Member	2028	Community Representative
Ryan Jennings	Board Member	2027	Property Owner
Kim Flom	Secretary	2027	City of De Pere Representative

*All terms expire on June 30th of that year.

Downtown De Pere, Inc.

Tina Quigley - Executive Director
Brennan Hutjens - Board President (2025)

City of De Pere

Daniel Lindstrom - Development Services Director
Quasan Shaw - Community and Economic Development Specialist



**DE PERE
BUSINESS IMPROVEMENT DISTRICT OPERATING PLAN
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I. Introduction

Wisconsin Act 184, signed into law in 1984, gives Wisconsin municipalities the authority to create Business Improvement Districts (BIDs) within their communities. To do so, at least one property owner within the proposed district must petition the City to create a BID. The State Legislature created Wis. Stats. §66.1109 (the "BID Law") to provide a way for business properties within an established district to authorize voluntary assessments. The assessment funds are to be used for programs aimed at promoting, developing, redeveloping, managing, and maintaining that district. There are currently 88 active BIDs in the State of Wisconsin across 49 different communities.

Business Improvement Districts are quite like traditional special assessments where property owners are assessed for improvements or services that benefit them. Unlike traditional assessments, Business Improvement District assessments can be used to finance a wide range of activities, services, and improvements. Primarily BIDs have been used to attract merchants and business owners that in turn attract more customer traffic downtown. Some BIDs in Wisconsin have funded physical improvements like lighting or parking; others have funded promotional and marketing materials and events. The Operating Plan for each BID directs the use of funds and identifies projects, priority areas, etc.

II. Purpose and History of the BID

The property owners who were involved in the creation of the BID hoped to accomplish the goals and ideas presented in the De Pere Downtown Master Plan, Cultural District Master Plan, Comprehensive Plan, Historic Preservation Plan, Downtown Parking Study, West Downtown Vision Plan (pending) and the updated Comprehensive Plan, herein referred to as "Long Range Plans". The original De Pere Business Improvement District Operating Plan had been developed by De Pere BID proponents and the City of De Pere. This BID Operating Plan and future plans will be developed by the BID Board, the City of De Pere, and Downtown De Pere, Inc., along with input and discussion from the membership.

The BID Board, through the development of this Operating Plan, has coordinated with Downtown De Pere, Inc. and the membership for the work described in this plan. Downtown De Pere, Inc. and the BID provide for a system that has shared long-term goals, and results, that will benefit both the BID District and the City of De Pere.

As used herein, "DBID" shall refer to the De Pere Business Improvement District, and "District" shall refer to the properties located within the physical boundaries of the Business Improvement District, as provided herein in Appendix B.

The DBID was created to:

- Allow for private property owners to work together in conjunction with the City to develop the District.
- Enhance existing public funding sources to continue to maintain and promote the District. The DBID also empowers future investments generated through private resources in addition to existing public dollars.
- Provide for an equitable and fair mechanism for funding initiatives that will benefit all business and property owners in the District.
- Ensure the District will be preserved and will improve the social and economic environment of the District. This is a mechanism to bring together funding initiatives that will fulfill District improvement projects identified in the Long-Range Plans.

Use of a BID to develop the District was anticipated to work as follows:

- The DBID was created by the Common Council of the City of De Pere.
- An operating Board (DBID Board), comprised mostly of property and business owners within the District, has all powers necessary to implement the DBID Operating Plan.
- The City collects DBID assessments from District property owners following the approved assessment formula.
- Assessment collections are turned over to the DBID Board for distribution in accordance with the DBID Operating Plan by the 15th day of the month following such collection.

The original DBID (established in 2014) included 221 parcels with a total DBID value of over \$68,209,900. The boundaries include parcels in West and East De Pere's Downtown Business District. Out of the 221 parcels, 76 were tax-exempt or were used exclusively for residential purposes. The BID value of the remaining 145 parcels was assessed at \$1.75 for every \$1,000.00 in total value of the parcel.

III. Development Plans

The objective of the DBID is to preserve and improve the social, economic, and physical environment in the District, bring together appropriate partnerships of people, organizations, and funds, and to evaluate and implement District development projects identified by businesses and building owners in the Long-Range Plans. This section of the Plan shall be the DBID Operating Plan for 2026.

The DBID Operating Plan works towards creating Plan Goals, Activities, and Benefits that are measurable. As each year of the DBID evolves so must the Goals, Activities, and Benefits of the plan to find ways to measure success. The 2026 DBID Operating Plan is updating its plan goals, and the baseline and targets along with the plan activities will be developed in more detail during the first quarter of plan year 2026.

A. Plan Goals:

1. Grow the number people experiencing downtown De Pere from **X** to **Y** by 2030.
 - Placer.ai data (New data system purchased by city that we will be learning more about)
 - Event numbers
 - Hotel and Short-term Stay nights
 - Data from Discover Green Bay pilot – to be explored during 2026
2. Grow the number of people living and working in downtown De Pere from **X** to **Y** by 2030.
 - Number of people living in downtown
 - a. Single family
 - b. Condos
 - c. Apartments
 - Number of people working in downtown
 - a. College
 - b. For Profit (could breakdown by industry)

c. Not for Profit

3. Grow property values from an average of \$X/SF to \$Y/SF by 2030.

- Average of appraisals across a consistent mix of building types
- Lease rates across a consistent mix of building types
- Occupancy rate

B. Proposed Activities

General activities consistent with the above goals to be developed by the BID Board / Members and Definitely De Pere during the first quarter of the 2026 plan year. We will continue executing on the 2025 DBID Operating Plan activities until the new year activities are developed.

IV. MEASURES, BUDGET AND REVIEW

A. Benefits and Measures

The success of the DBID is determined by the level of satisfaction of those who create it and who control the DBID, as well as the level of customer satisfaction. Business and building owners have been surveyed annually in partnership with the Definitely De Pere, City of De Pere and the De Pere Area Chamber of Commerce. That review should be updated periodically and provided to the DBID Board for review and development of future DBID plans.

In addition to the evidence suggested above, the following benefits and measures will be established and evaluated as quantifiable measures of success:

- Help the District property owners secure and retain tenants.
 - a. Measured by business space occupancy rate in the District.
- Help increase the value of property in the District.
 - a. Measured by valuation and lease rates of properties in the District.
- Help support and strengthen existing businesses in the District.
 - a. Measured by periodic surveying of businesses in the District.

B. Budget

The 2025 DBID includes 215 parcels or parcel equivalents. Out of the 215 parcels, 46 are tax-exempt and 35 are used exclusively for residential purposes. Out of the remaining 134, the BID assessment is \$2.00 for every \$1,000 in total assessed value of the parcel, with parcels to have an assessment of no more than \$ 3,000 or less than \$275.

A map of the district boundaries is attached as Appendix B, and information for each parcel classification is listed in Appendix C. Funds collected through BID assessments shall be used to pay for this DBID Operating Plan in order to implement a sustainable District for the City of De Pere.

Estimated 2026 Assessment Income (from 2025 assessments): \$155,518.20

2026 Budget Allocation

Contract with Downtown De Pere, Inc.:	\$142,518.20
City of De Pere Administrative Costs:	\$3,000.00
DBID Contingency Fund	<u>\$10,000.00</u>
Total:	\$155,518.20

The DBID does not have independently paid staff and will use City of De Pere staff and contract with Downtown De Pere, Inc. for such services. The City of De Pere provides staff support to update the assessment numbers and working to complete and implement a new Downtown Master Plan.

Estimated expenditures for Downtown De Pere, Inc. and the City of De Pere are shown in Appendix A. Any unused funds remaining at the end of the year shall be deposited into contingency funds or designated for specific uses in the following DBID Operating Plan year. All physical improvements made with these funds shall be made in the District. The location of other expenditures shall be as determined by the DBID Board but shall be for the benefit of the District.

A Capital Reserve Account may be created to set aside a specific amount for the District's reserve. This account would be for long-term capital needs and projects that may require extraordinary funding during a given budget year.

C. Annual Review

The BID law requires that the DBID Operating Plan be presented annually to De Pere's Common Council for approval. To comply with the Wis. Stats., § 66.1109 (3) (b), the following process for the approval of the annual DBID Operating Plan will be as follows:

- A strategy session of representatives from the DBID Board, its members and Definitely De Pere will meet annually and will be responsible for developing the goals and priority activities of the DBID Operating Plan for the next plan year. (June and September Meetings)
- The DBID Board will review the proposed DBID Operating Plan and make recommendations to the Common Council. (October Meeting)
- The Common Council will act on the proposed DBID Operating Plan for the following plan year (at their November meeting).
- Appointment of new DBID Board members will be made 30 days before the expiration of outgoing DBID Board members' terms. The Board members are identified by the DBID Board and appointment is made by the Mayor and approved by the Common Council.

It is anticipated that the DBID Board will continue to revise and develop the DBID Operating Plan annually in response to changing development needs and opportunities in the District. As a part of this review, the DBID Board will analyze the benefits of the DBID to the property owners and the community and based on this analysis, determine if it is appropriate to continue the DBID.

The method of assessment shall not be altered unless a meeting of all District property owners assessed under the DBID has been held to discuss such changes, except with the approval of the City of De Pere Common Council. This special meeting will be published as a Class 2 Notice, a copy of which will be mailed to each property owner in the District.

D. Relationship to Plans for Orderly Development of the City

According to Wisconsin Statutes §66.1109 (1)(f)(4), the DBID Operating Plan is required to specify how the creation of a BID promotes the orderly development of the City. The DBID will encourage commerce and increase business activity in the District. Orderly development is consistent with the Long Range Plans and will promote the orderly development of the City in general and the District in particular.

E. Powers

It is intended that the DBID Board shall have all powers authorized by law and this DBID Operating Plan, including, but not limited to, the following powers:

- i. To manage the affairs of the District.
- ii. To promote new investment and appreciation in the value of existing investments in the District.
- iii. To contract on behalf of the DBID when necessary to implement the DBID Operating Plan.
- iv. To develop, advertise, and promote the existing and potential benefits of the District.
- v. To acquire, improve, lease, and sell properties in the District and otherwise deal in real estate.
- vi. To annually consider and make changes to the DBID Operating Plan.
- vii. To undertake on its own account, public improvements and/or assist in development underwriting or guaranteeing public improvements in the District.
- viii. To apply for, accept, and use grants and gifts for these purposes.
- ix. To elect officers and contract out work as necessary to achieve its goals.
- x. To add to the security of the District.

F. Public Review Process - Wis. Stats. §1109(3) provides ample opportunities for public oversight of the BID, including:

- xi. The DBID Board is subject to the Open Meetings Law (Wis. Stats. §19.84), requiring all meetings of the Board to be preceded by a public meeting notice and to be open to the public;
- xii. The DBID Board must annually submit proposed changes to the Operating Plan to the Common Council for approval;
- xiii. Any change to the special assessment method procedure requires the approval of the Common Council; and
- xiv. The DBID Board must provide an annual report of expenses and revenues.

V. District Boundaries

The District is defined by the current configuration of tax parcels listed in Appendix C, and shown in map form in Appendix B. The District is generally bounded by Franklin St. in East De Pere, to N. Ontario St., to Lewis St., across the Claude Allouez Bridge to West De Pere bordered by Main Ave., to Fort Howard Ave., to Grant Street, and lastly to Third St. (St. Norbert College Campus). The District includes 134 taxable parcels subject to BID

assessment, according to the Assessor's Records. Parcels that are not taxable or are used exclusively for residential purposes have been excluded from this number, even as they fall within the boundaries.

VI. BID Organization and Operating Board

Under the adopted By-Laws of the BID, the owners of real estate within the District will recommend members to serve on the BID Board to the Mayor and the Mayor shall appoint Board members from the names provided, whose appointment shall be subject to the approval of the Common Council. The By-Laws also require that over one-half of the DBID Board members must be a property owner or operating business in the District and that appointments to the Board be made before the start of the plan year for which the DBID Operating Plan was adopted.

The Board's responsibility is to implement the current year's DBID Operating Plan and to contract for the carrying out of the DBID Operating Plan. The Board also must prepare an annual report and either a reviewed financial statement or audit (per State Statute requirements) and submit it to the Common Council. This will require the BID Board to negotiate with providers of services and materials to carry out the DBID Operating Plan; to enter into various contracts; to monitor development activity, and to ensure compliance with the provisions of applicable statutes and regulations.

The DBID Board will operate under the provisions of the BID By-Laws adopted by the BID Board on July 17, 2015, and by the Common Council on September 1, 2015 - amended by the BID Board on December 14, 2021 and the Common Council December 21, 2021.

VII. Financing Method

The proposed expenditures outlined in the budget will be financed with funds collected from the DBID assessment. It is estimated that in 2025, the BID will receive \$155,518.20 from the BID 2024 special assessments. Monies collected from the DBID assessment will also be used to contract with Downtown De Pere, Inc. following the DBID Operating Plan.

VIII. Method of Assessment

A. Assessed Parcels

All taxable property used for commercial purposes, as well as those taxed by the state as manufacturing, in the District boundary, will be assessed. Properties used exclusively for residential purposes cannot be assessed under Wis. Stats. §66.1109(5). Mixed-use properties containing both commercial and residential will be fully assessed. Those that are used for commercial, as well as manufacturing, will be assessed. Finally, property exempt from paying real estate taxes or owned by government agencies may not be assessed under Wis. Stats. §66.1109(5).

B. Levy of Assessment

Special assessments under this DBID Operating Plan will be levied, through the adoption of this DBID Operating Plan by the City of De Pere against each taxable property within the District, in the amount shown on the assessment schedule, which is attached in Appendix C.

The DBID Plan rates as shown in Appendix C were calculated at a rate of \$2.00 per \$1,000.00 of assessed value. Parcels are assessed on an individual basis. No parcel is assessed more than \$3,000.00, and no less than \$275.00. Property values used to calculate the DBID assessment

represent the assessed value of real property, as certified by the City of De Pere Assessor. Assessments are based per parcel and legal ownership.

The logic behind the assessment methodology is that each non-exempt parcel owner should pay for district developments in proportion to the benefits derived. It is assumed that a minimum and maximum benefit can be achieved for each parcel, thus the minimum and maximum DBID assessments have been established.

C. Schedule of Assessments

Appendix C provides a schedule of assessments for 2025 (to fund the 2026 Operating Plan) for all non-exempt parcels in the District based on the formula described above. For convenience, a schedule of all nontaxable parcels exempt from BID assessments are also identified as part of Appendix C.

D. Assessment Collection and Disbursal

The City of De Pere will bill all non-exempt parcel owners the assessed amount in the same manner as other special assessments. The City shall then turn over all collected funds to the DBID Board for distribution following the DBID Operating Plan.

The City of De Pere shall hold funds collected for DBID assessments in a separate account.

The BID Board will prepare and make available to the public and Common Council annual reports describing the current status of the DBID, including expenditures and revenues when it submits its annual DBID Operating Plan to the City for the following year. Disbursement of DBID funds will be made following the approved DBID Operating Plan and budget. At the end of the fiscal year, an independent certified audit or reviewed financial statement shall be obtained by the DBID Board.

This section shall be sufficient instruction to the City to disburse the DBID assessment, without the necessity of an additional disbursement agreement, disbursement method, or accounting method. Disbursements made under this DBID Operating Plan shall be shown in the City's budget as a line item. Other than as specified herein, the disbursement procedures shall follow the standard City disbursement policy.

E. Annual Report

An annual report prepared by the DBID Board is required by section 66.1109 (3) (c) of the Wisconsin Statutes. Downtown De Pere, Inc. will prepare the annual report for operations in the District as well as obtain the required audit or reviewed financial statement. Downtown De Pere, Inc. will provide copies of these reports to the City of De Pere for inclusion in the DBID Operating Plan. The DBID shall be responsible for the payment of any funds specified for the DBID audit and related to DBID activities for said DBID audit and/or reviewed financial statement. State statute includes detail as related to the amount allocated for these items. The DBID Board will continue to review, revise, and develop the DBID Operating Plan annually in response to changing development needs within the District.

IX. City Role in District Operations

The City of De Pere is committed to helping owners and occupants in the District promote the goals outlined in this DBID Operating Plan while maintaining the DBID's autonomy in the preparation of its annual budget. The City makes significant annual investments in the District for maintenance, upkeep, and infrastructure. The City

will continue providing services, capital improvements, and funds for maintenance, the Facade Grant Program, and promoting economic development. The City of De Pere will also commit to the following:

- Encourage County, State, and Federal Governments to support activities of the District.
- Monitor, and when appropriate apply for, outside funds which could be used in support of the District.
- Collect assessments and maintain a segregated account.
- Provide disbursement of DBID funds to service providers following the DBID Operating Plan and budget.
- Obtain and review annual audits/reviewed financial statements as required per Section 66.1109 (3) (c).
- Review annual audits/reviewed financial statements as required by Section 66.1109 (3) (e) of the BID Law.
- Provide to the DBID Board no later than September 1st each plan year, the official City records on assessed value for each tax parcel within the District as of that date in each DBID Operating Plan year, to calculate the DBID assessment.
- Adopt this DBID Operating Plan in the manner required by the BID Law.
- Appoint and confirm new DBID Board members as required by BID Law.
- Provide Staff for the operation, facilitation, and support of the DBID Board.

X. Required Statements

The BID Law requires that the DBID Operating Plan include specific statements:

- 66.1109(1)(f)(1) The special assessment method applicable to the business improvement district. The special assessment method is set forth in Section VI.
- 66.1109(1)(f)(1m) Whether real property used exclusively for manufacturing purposes will be specially assessed. The District will contain property used exclusively for manufacturing purposes; it will contain properties used in part for manufacturing. These properties will be assessed according to the formula contained herein because it is assumed they will benefit from development in the District.
- 66.1109(1)(f)(2) The kind, number and location of all proposed expenditures within the business improvement district. The number and location of proposed expenditures is set forth in Section II.G.
- 66.1109(1)(f)(3) A description of the methods of financing all estimated expenditures and the time when related costs will be incurred. The method of financing the estimated expenditures is set forth in Section V.
- 66.1109 (1) (f) (4) A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan. Please refer to Section II. B, C and E.
- 66.1109 (1) (f) (5): A legal opinion that subds. 1. to 4. have been complied with. A legal opinion from the BID Attorney, indicating that the Operating Plan complies with all applicable provisions of Section 66.1109 (1) (f) (1-4) is attached as Appendix F.

XI. Severability and Expansion

The DBID has been created under the authority of Section 66.1109 of the Statutes of the State of Wisconsin. Should any court find any portion of the BID Law or this DBID Operating Plan unconstitutional, it will not invalidate or terminate the DBID. The DBID Operating Plan will be amended to conform to the law without the need of re-establishment. Should any legislature amend the statute to narrow or broaden the purposes of a BID to exclude or include as assessable properties a certain class or classes of properties, then this DBID Operating Plan may be amended by the Common Council of the City of De Pere when it conducts its annual budget approval, without any necessity to undertake any other act. If it is determined by a court or administrative body that a parcel of property is not subject to general real estate taxes and may not be included in the District, then such parcels shall be excluded from the definition of the District.

All of the above is specifically authorized under Wis. Stats. §66.1109(3)(b).

APPENDIX A: 2026 DBID Budget & City Administrative Costs

City of De Pere Administrative Costs

In 2026, \$3,000 of BID Assessment funds will be used to fund the City of De Pere administrative costs as outlined below.

- Annual Meeting Mailing (printing and postage): \$150
- City Staff Time and a portion of the Placer.ai software subscription: \$2,850

Key Staff and Responsibilities

GIS Coordinator/Project Manager (BID map, parcel & assessment data)

City Clerk (submittal of assessment data to the County)

City Attorney (statute review)

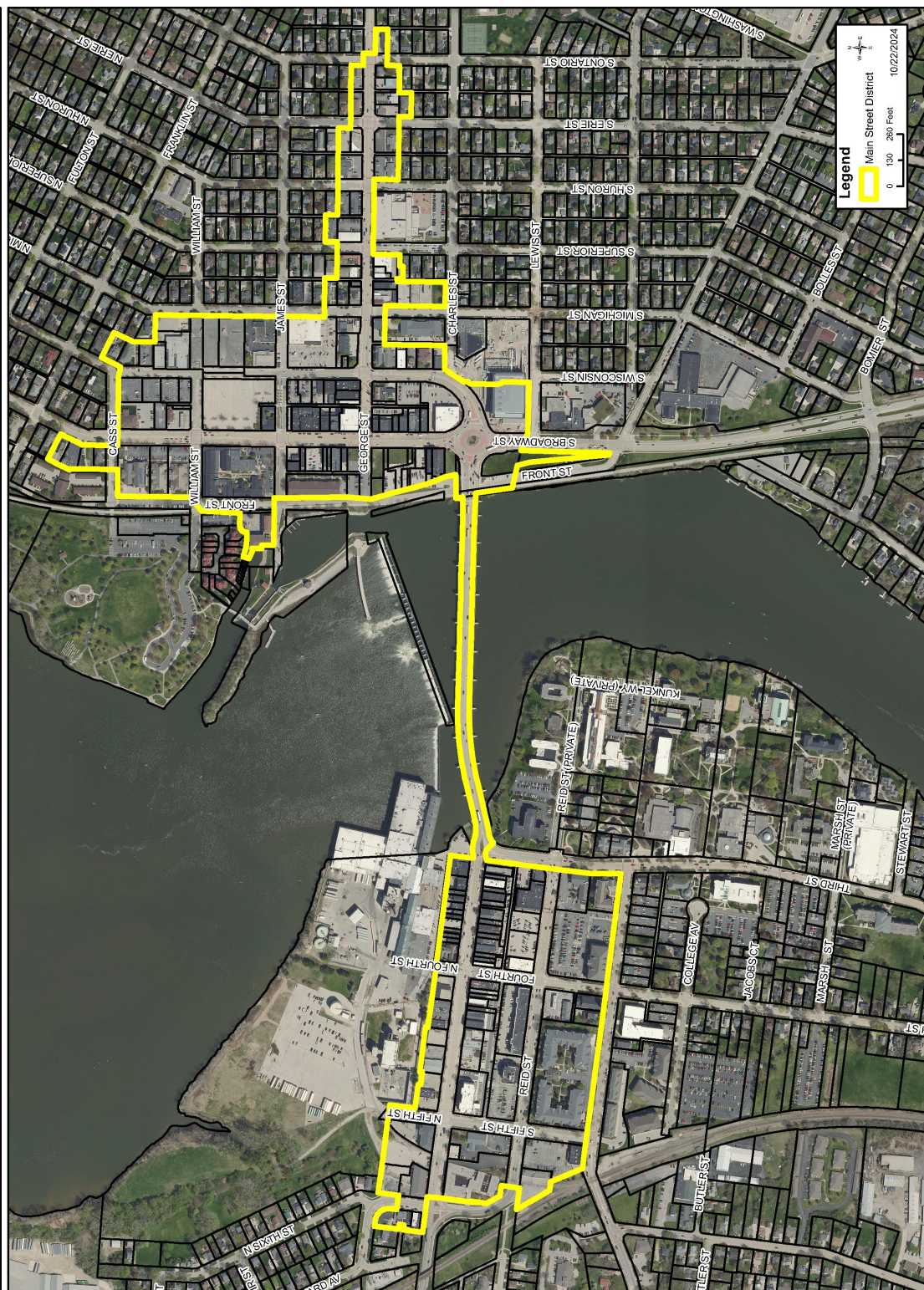
Downtown De Pere, Inc. Budget

In 2026, the DBID Board will contract with Downtown De Pere, Inc. in the amount of \$142,518.20 to implement the DBID Operating Plan. The Downtown De Pere, Inc. 2026 budget will be provided for review at the annual membership meeting.

DBID Contingency Fund

In 2026, The DBID Board will establish a contingency fund with an initial amount of \$10,000 to be used for strategic ideas that will further our 2026 DBID Operating Plan.

City of De Pere Main Street District



APPENDIX C: Properties in the District including Assessed and Exempt Properties

2026 De Pere Business Improvement District Assessments						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
BID Eligible Properties						
ED-1007	715 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 54,200	\$ 275
ED-1008	705 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 393,300	\$ 787
ED-1048	820 GEORGE ST	DE PERE CHIROPRACTIC HOLDINGS LLC	2		\$ 425,500	\$ 851
ED-1058	802 GEORGE ST	FLOURCHILD LLC	2		\$ 491,200	\$ 982
ED-1065	109 N ERIE ST	NEW HORIZON ENTERPRISES LLC	2		\$ 47,400	\$ 275
ED-1066	821 GEORGE ST	NEW HORIZON ENTERPRISES LLC	2		\$ 581,500	\$ 1,163
ED-1067	805 GEORGE ST	OFFICE HARMONY LLC	2		\$ 846,300	\$ 1,693
ED-1088	921 GEORGE ST	SUMMERLEIGH ASSOCIATES INC	2		\$ 407,300	\$ 815
ED-1089	905 GEORGE ST	BEACHWALKER EXPRESS LLC	2		\$ 386,100	\$ 772
ED-1095	914 GEORGE ST	CAPRICORN PROPERTIES INC	2		\$ 566,000	\$ 1,132
ED-1103	115 S ERIE ST	LEDGE HEAVEN LLC	2		\$ 313,000	\$ 626
ED-1104	908 GEORGE ST	NSY DE PERE AUTO REPAIR REAL ESTATE LLC	2		\$ 264,000	\$ 528
ED-1105	900 GEORGE ST	CLYDE B & JUANITAM TETZLAFF REVOCABLE TRUST	2		\$ 220,000	\$ 440
ED-18-65	201 JAMES ST	CHATEAU DEPERE LLC	2		\$ 2,437,600	\$ 3,000
ED-376	0 N BROADWAY ST	435 BROADWAY LLC	2		\$ 1,039,600	\$ 2,079
ED-377	435 N BROADWAY ST	435 BROADWAY LLC	2		\$ 20,300	\$ 275
ED-432	432 N WISCONSIN ST	RYAN D PICHLER	2		\$ 373,800	\$ 748
ED-432-1	340 N WISCONSIN ST	VOYAJONES LLC	2		\$ 862,500	\$ 1,725
ED-660	1002 GEORGE ST	1002 GEORGE STREET LLC	2		\$ 334,900	\$ 670
ED-758	301 N BROADWAY ST	BEEKOZ LLC	2		\$ 1,575,000	\$ 3,000
ED-758-1	300 N BROADWAY ST BLK	BEEKOZ LLC	2		\$ 1,575,000	\$ 3,000
ED-767	129 N BROADWAY ST	BROOKS TL HOLDINGS LLC	2		\$ 205,100	\$ 410
ED-767-1	131 N BROADWAY ST	MC KIM T BOYD	2		\$ 143,500	\$ 287
ED-768	127 N BROADWAY ST	HASTIE HAYES LLC	2		\$ 485,400	\$ 971
ED-771	117 N BROADWAY ST	AGAPE SALON LLC	2		\$ 667,400	\$ 1,335
ED-772	115 N BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 239,500	\$ 479
ED-774	109-113 N BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 541,200	\$ 1,082
ED-775	107 N BROADWAY ST	MARC P BRUMMEL	2		\$ 624,000	\$ 1,248
ED-783	100 S BROADWAY ST	MP BROADWAY LLC	2		\$ 68,100	\$ 275
ED-784	106 S BROADWAY ST	MP BROADWAY LLC	2		\$ 22,900	\$ 275
ED-785	114 S BROADWAY ST	MP BROADWAY LLC	2		\$ 67,200	\$ 275
ED-788	118 S BROADWAY ST	MP BROADWAY LLC	2		\$ 19,300	\$ 275
ED-790	132 S BROADWAY ST	MP BROADWAY LLC	2		\$ 178,500	\$ 357
ED-798	302 GEORGE ST	MP BROADWAY LLC	2		\$ 42,100	\$ 275
ED-816	416 GEORGE ST	416 GEORGE ST LLC	2		\$ 795,000	\$ 1,590
ED-823	150 S WISCONSIN ST	H&M LOMITA LLC	2		\$ 2,950,000	\$ 3,000
ED-824	125 S BROADWAY ST	BEILKE LLC	2		\$ 656,300	\$ 1,313
ED-826	123 S BROADWAY ST	BIRDER STUDIO OF PERFORMING ARTS INC	2		\$ 800,000	\$ 1,600
ED-828	111 S BROADWAY ST	HZ PROPERTIES LLC	2		\$ 255,500	\$ 511
ED-829	115 S BROADWAY ST	ZOELLER THOMAS G REVOCABLE TRUST	2		\$ 652,600	\$ 1,305
ED-831	107 S BROADWAY ST	SAKS HOLDINGS LLC	2		\$ 376,700	\$ 753
ED-833	101 S BROADWAY ST UNIT A-D	SAKS HOLDINGS LLC	2		\$ 429,000	\$ 858
ED-836	117 N WISCONSIN ST	FIT FAMILY LLC	2*		\$ -	\$ -
ED-837	115 N WISCONSIN ST	FIT FAMILY LLC	2		\$ 638,500	\$ 1,277
ED-840	421 GEORGE ST	LEE BUILDING CORP THE	2		\$ 1,179,900	\$ 2,360
ED-841	417 GEORGE ST	MOVIE TYME ENTERTAINMENT LLC	2		\$ 296,400	\$ 593
ED-842	415 GEORGE ST	WADE CONARD	2		\$ 440,200	\$ 880
ED-844	102 N BROADWAY ST	BROADWAY INVESTMENT PARTNERS LLC	2		\$ 6,520,200	\$ 3,000
ED-847	112 N BROADWAY ST	STARRY DEVELOPMENT LLC	2		\$ 737,700	\$ 1,475
ED-848	116 N BROADWAY ST	SERAK PROPERTIES LLC	2		\$ 579,600	\$ 1,159
ED-850	124 N BROADWAY ST	LEE BUILDING CORP THE	2		\$ 1,763,000	\$ 3,000
ED-857	200 N BROADWAY ST	UNION HOTEL CORP	2		\$ 538,400	\$ 1,077
ED-861	215 N WISCONSIN ST	DE PERE HOTEL ASSOCIATES LLC			\$ -	\$ 275
ED-861-2	N WISCONSIN ST	DE PERE 230 DEVELOPMENT PARTNERS LLC			\$ -	\$ 275
ED-869	302 N BROADWAY ST	NORTHERN GAS LLC	2		\$ 564,300	\$ 1,129
ED-870	314 N BROADWAY ST	LEGACY COMMERCIAL HOLDINGS LLC	2		\$ 61,000	\$ 275
ED-871	330 N BROADWAY ST	LEGACY COMMERCIAL HOLDINGS LLC	2		\$ 391,700	\$ 783

2026 De Pere Business Improvement District Assessments						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
BID Eligible Properties						
ED-875-1	550 WILLIAM ST	WILLIAM STREET INVESTMENT PARTNERS LLC			\$ -	\$ 275
ED-878	310 N WISCONSIN ST	126 SOUTH BROADWAY LLC	2		\$ 1,450,000	\$ 2,900
ED-880	320 N WISCONSIN ST	LKW HOLDINGS LLC	2		\$ 843,500	\$ 1,687
ED-886	206 N WISCONSIN ST	ASSOCIATED DEPERE BANK	2		\$ 1,604,700	\$ 3,000
ED-893	144 N WISCONSIN ST	SEROOGY BROTHERS LLP	2		\$ 1,355,100	\$ 2,710
ED-897	519 GEORGE ST	LTF INVESTMENTS LLC	2		\$ 433,700	\$ 867
ED-900	515 GEORGE ST	DEPERE LAW BUILDING LLC	2		\$ 695,000	\$ 1,390
ED-901	106 N WISCONSIN ST	LUMEN PROPERTIES LLC	2		\$ 281,900	\$ 564
ED-907	518 GEORGE ST	BELLANOVA LLC	2		\$ 578,800	\$ 1,158
ED-916	119 S WISCONSIN ST	PUMPKIN HEADS LLC	2		\$ 217,600	\$ 435
ED-917	115 S WISCONSIN ST	SEROOGY BROTHERS LLP	2		\$ 329,900	\$ 660
ED-918	502 GEORGE ST	JDA ENTERPRISES OF WISCONSIN LLC	2		\$ 491,000	\$ 982
ED-949	620 GEORGE ST	DAME PROPERTIES LLC	2		\$ 775,600	\$ 1,551
ED-949-1	614 GEORGE ST	PHS HOLDINGS LLC	2		\$ 625,000	\$ 1,250
ED-952-1	0 S SUPERIOR ST	PHS HOLDINGS LLC	2		\$ 8,600	\$ 275
ED-960	610 GEORGE ST	CRESCENT MOON DE PERE LLC	3		\$ -	\$ -
ED-961	600 GEORGE ST	GREGORY J CORNELL	2		\$ 597,300	\$ 1,195
ED-966	623 GEORGE ST	DECLLENE PROPERTIES LLC	2		\$ 651,200	\$ 1,302
ED-967	615 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 265,900	\$ 532
ED-968-1	611 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 205,700	\$ 411
ED-968-2	609 GEORGE ST	VANEGEREN MARSHA REVOCABLE LIVING TRUST	2		\$ 400	\$ -
ED-968-3	609 GEORGE ST	DANEN PROPERTIES LLC	2		\$ 346,600	\$ 693
ED-969	108 N MICHIGAN ST	DANEN PROPERTIES LLC	2		\$ 260,000	\$ 520
WD-279	509 MAIN AVE	CAPITAL CREDIT UNION	2		\$ 183,500	\$ 367
WD-281	108 S FIFTH ST	CAPITAL CREDIT UNION	2		\$ 1,062,400	\$ 2,125
WD-283	499 MAIN AVE	DE PERE HOTEL GROUP LLC	2		\$ 4,515,000	\$ 3,000
WD-288	441 MAIN AVE	CHEDDARHOUSE LLC	2		\$ 1,083,400	\$ 2,167
WD-295	444 REID ST	PARK PLACE HOLDINGS REID STREET LLC	2		\$ 2,328,800	\$ 3,000
WD-306	525 REID ST	NEW DEVELOPERS LLC	2		\$ 604,600	\$ 1,209
WD-310	430 GRANT ST	NICOLET HIGHLANDS LLC	2		\$ 9,152,000	\$ 3,000
WD-367	300 MAIN AVE	HAWK HOLDINGS LLC	2		\$ 568,600	\$ 1,137
WD-369	320 MAIN AVE	THE CONNECTIVE LLC	2		\$ 780,200	\$ 1,560
WD-371	330 MAIN AVE	STAGE COACH ENTERPRISES LLC	2		\$ 276,800	\$ 554
WD-372	334 MAIN AVE	RE-SERVE CAPACITY & SUPPLY LLC	2		\$ 295,600	\$ 591
WD-373	338 MAIN AVE	RICK J HERYMAN	2		\$ 189,900	\$ 380
WD-374	342 MAIN AVE	PAUL H WILLEMS	2		\$ 165,000	\$ 330
WD-375	348 MAIN AVE	CHRIS C RENIER	2		\$ 216,000	\$ 432
WD-378	366 MAIN AVE	DAVID J MATYAS	2		\$ 347,300	\$ 695
WD-379	368 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 384,500	\$ 769
WD-380	380 MAIN AVE	OLD NELL PROPERTIES LLC	2		\$ 626,200	\$ 1,252
WD-381	400 MAIN AVE	WE4SECOR LLC	2		\$ 505,200	\$ 1,010
WD-386	436 MAIN AVE	ISC PROPERTY LLC	2		\$ 561,400	\$ 1,123
WD-387	444 MAIN AVE	F & J PROPERTIES LLC	2		\$ 470,700	\$ 941
WD-387-1	0 MAIN AVE	JAMES J KROPP	2		\$ 70,600	\$ 275
WD-388	486 MAIN AVE	SMOOTH MONEY OF DE PERE LLC	2		\$ 623,100	\$ 1,246
WD-389-2	500 MAIN AVE UNIT A-D	DUTCH BOYZ DE PERE LLC	2		\$ 2,148,100	\$ 3,000
WD-403	103 N SIXTH ST	RALPH E SANDERS	2		\$ 518,400	\$ 1,037
WD-404	101 FORT HOWARD AVE	DECLLENE PROPERTIES LLC	2		\$ 451,100	\$ 902
WD-623	500 GRANT ST	GRANT STREET HOLDINGS LLC	2		\$ 872,300	\$ 1,745
WD-884	401 MAIN AVE	SCHLEIS PROPERTIES LLC	2		\$ 797,500	\$ 1,595
WD-885	407 MAIN AVE	LANCE A KOLTZ	2		\$ 246,900	\$ 494
WD-886	409 MAIN AVE	LANCE A KOLTZ	2		\$ 390,500	\$ 781
WD-887	413 MAIN AVE	FORMULATE INFINITY HOMES LLC	2		\$ 240,900	\$ 482
WD-888	417 MAIN AVE	417 MAIN LLC	2		\$ 270,700	\$ 541
WD-889	419 MAIN AVE	JAMES J KROPP	2		\$ 584,700	\$ 1,169
WD-893	400 REID ST	PARK PLACE HOLDINGS - 400 REID LLC	2		\$ 4,015,000	\$ 3,000
WD-906	301 MAIN AVE	PHEWILL LLC	2		\$ 507,900	\$ 1,016
WD-907	305 MAIN AVE	GAVIC HOLDINGS LLC	2		\$ 336,900	\$ 674
WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	2		\$ 428,400	\$ 857

2026 De Pere Business Improvement District Assessments						
Parcel ID	Site Address	Property Owner Name(s)	Property Classification		Total Property Value	BID Assessment Value
			Primary	Auxiliary		
BID Eligible Properties						
WD-908	313 MAIN AVE	313 MAIN IN DE PERE LLC	2		\$ 428,400	\$ 857
WD-909	317 MAIN AVE	LIFE CHURCH GREEN BAY INC	2		\$ 904,800	\$ 1,810
WD-910	321 MAIN AVE	LIFE CHURCH GREEN BAY INC	2		\$ 274,800	\$ 550
WD-911	327 MAIN AVE	BROAD HOLDINGS LLC	2		\$ 695,000	\$ 1,390
WD-912	331 MAIN AVE	NICK BROTHERS PARTNERSHIP	2		\$ 419,100	\$ 838
WD-913	337 MAIN AVE	MIRHASHEMI INC	2		\$ 454,800	\$ 910
WD-915	345 MAIN AVE	KRAUSE & COOK LLC	2		\$ 530,000	\$ 1,060
WD-917	353 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 379,100	\$ 758
WD-918	355 MAIN AVE	CONNECTIVE PROPERTIES LLC	2		\$ 300,300	\$ 601
WD-920	365 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 1,134,100	\$ 2,268
WD-921	371 MAIN AVE	ABTS INVESTMENTS LLC	2		\$ 213,600	\$ 427
WD-922	375 MAIN AVE	LARSON REVOCABLE TRUST	2		\$ 345,500	\$ 691
WD-923	377 MAIN AVE	SAKS HOLDINGS LLC	2		\$ 841,100	\$ 1,682
WD-925	115 FOURTH ST	BLACK PUCK REALTY LLC	2		\$ 786,400	\$ 1,573
WD-930	330 REID ST	EVOLVD CAPITAL VENTURES LLC	2		\$ 1,377,600	\$ 2,755
WD-931	116 THIRD ST	AJANGO PROPERTIES LLC	2		\$ 338,300	\$ 677
WD-955	303 REID ST	REID STREET RETAIL LLC	2		\$ 1,598,200	\$ 3,000
WD-961	325 REID ST	HOWALD LLC	2		\$ 5,189,900	\$ 3,000
WD-965	401 REID ST	JAYAMBAY LLC	2		\$ 923,800	\$ 1,848
						\$ -
						\$ -
						\$ -
Total Assessed Property Value					\$ 102,688,700	
Total BID Assessment Value					-	\$ 155,518.20

Exempt Property						
ED-287	230 S BROADWAY ST	DEPERE CITY OF WELLS PARK	X4		\$ -	\$ -
ED-719	0 FRONTST	DEPERE CITY OF	X4		\$ -	\$ -
ED-737	0 FRONTST	WISCONSIN DEPT OF NATURAL RESOURCES	X2		\$ -	\$ -
ED-752	403 N BROADWAY ST	DEPERE HISTORICAL SOCIETY INC			\$ -	\$ -
ED-756	333 N BROADWAY ST	BROWN COUNTY LIBRARY	X3		\$ -	\$ -
ED-769	123 N BROADWAY ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-776	0 N BROADWAY ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-788-1	0 S BROADWAY ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-793	0 FRONTST	DEPERE CITY OF	X4		\$ -	\$ -
ED-794	0 FRONTST	DEPERE CITY OF	X4		\$ -	\$ -
ED-796	0 FRONTST	DEPERE CITY OF	X4		\$ -	\$ -
ED-799	0 CHARLES ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-801	0 S BROADWAY ST	DEPERE CITY OF WELLS PARK	X4		\$ -	\$ -
ED-80-3	0 S BROADWAY ST	WISCONSIN DEPT OF NATURAL RESOURCES	X2		\$ -	\$ -
ED-818	114 S WISCONSIN ST	DEPERE CITY OF MISSION SQUARE PARKING LOT	X4		\$ -	\$ -
ED-833-1	0 GEORGE ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-834	0 JAMES ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-835	127 N WISCONSIN ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-851	134 N BROADWAY ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-862	421 CASS ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-864	321 N WISCONSIN ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-865-1	309 N WISCONSIN ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-867	303 N WISCONSIN ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-869-1	0 WILLIAM ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-875	230 N WISCONSIN ST	DE PERE CITY OF			\$ -	\$ -
ED-875-2	230 N WISCONSIN ST	126 SOUTH BROADWAY LLC			\$ -	\$ -
ED-881	0 N WISCONSIN ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-957	121 S MICHIGAN ST	WISCONSIN TELEPHONE CO	X4		\$ -	\$ -
WD-216	300 GRANT ST	SAINT NORBERT COLLEGE INC	X1		\$ -	\$ -
WD-376	360 MAIN AVE	DE PERE CITY OF	X4		\$ -	\$ -
WD-377	360 MAIN AVE	DE PERE CITY OF	X4		\$ -	\$ -
WD-389-3	550 MAIN AVE	CHRIST THE ROCK CHURCH INC	X4		\$ -	\$ -
WD-389-4	556 MAIN AVE	CHRIST THE ROCK CHURCH INC	X4		\$ -	\$ -
WD-389-5	0 FORTHOWARD AVE	CHRIST THE ROCK CHURCH INC	X4		\$ -	\$ -
WD-404-2	0 MAIN AVE	WISCONSIN DEPT OF TRANSPORTATION	X2		\$ -	\$ -
WD-634	0 GRANT ST	SAINT NORBERT COLLEGE INC	X4		\$ -	\$ -
WD-634-2	400 GRANT ST	SAINT NORBERT COLLEGE INC	X4		\$ -	\$ -
WD-917-1	0 MAIN AVE	DEPERE CITY OF	X4		\$ -	\$ -
WD-917-2	0 MAIN AVE	DEPERE CITY OF	X4		\$ -	\$ -
WD-926	340 REID ST BLK	DEPERE CITY OF NICOLETS SQUARE PARKING LOT	X4		\$ -	\$ -
WD-928	340 REID ST	DEPERE CITY OF NICOLETS SQUARE PARKING LOT	X4		\$ -	\$ -
WD-933	110 THIRD ST	DEPERE CITY OF	X4		\$ -	\$ -
ED-789	126 S BROADWAY ST	DE PERE CITY OF	2		\$ -	\$ -

Residential Property							
ED-778	100 FRONT ST	LEFEBVRE INVESTMENT COLLC	2		\$ 2,480,400	\$ -	
ED-766	233 N BROADWAY ST	HEARTLAND AFFORDABLE HOUSING DE PERE LLC	2		\$ 6,319,600	\$ -	
ED-1006	109 N HURON ST	LTF INVESTMENTS LLC	1		\$ 145,300	\$ -	
ED-1010	114 N SUPERIOR ST	LTF INVESTMENTS LLC	1		\$ 25,400	\$ -	
ED-1094	920 GEORGE ST	ROBERT DIGGER VANDEURZEN	1		\$ 144,100	\$ -	
ED-915	127 S WISCONSIN ST	STECK LLC	2		\$ 631,600	\$ 1,263	
ED-970	114 N MICHIGAN ST	WILDROOT LLC	1		\$ 305,000	\$ -	
WD-1646	555 MAIN AVE 101	CAROLE J BOERNER REVOCABLE TRUST	1		\$ 301,100	\$ -	
WD-1647	555 MAIN AVE 102	MARK PROEBER	1		\$ 217,000	\$ -	
WD-1648	555 MAIN AVE 103	PAUL ASULLIVAN	1		\$ 296,900	\$ -	
WD-1649	555 MAIN AVE 104	JAMES F ROBINSON	1		\$ 296,900	\$ -	
WD-1650	555 MAIN AVE 105	KENNETH M DINY	1		\$ 296,800	\$ -	
WD-1651	555 MAIN AVE 106	KENNETH J PETERSEN	1		\$ 292,500	\$ -	
WD-1652	555 MAIN AVE 107	JOETTE FREY	1		\$ 244,200	\$ -	
WD-1653	555 MAIN AVE 108	GARY G BONZELL	1		\$ 296,800	\$ -	
WD-1654	555 MAIN AVE 109	SUZETTE D FRANKLIN	1		\$ 296,900	\$ -	
WD-1655	555 MAIN AVE 110	KIMBERLY ROBERTS	1		\$ 272,000	\$ -	
WD-1656	555 MAIN AVE 111	JEFFREY A MOEN	1		\$ 258,800	\$ -	
WD-1657	555 MAIN AVE 112	SUSAN A MINTEN	1		\$ 213,200	\$ -	
WD-1658	555 MAIN AVE 113	TIMOTHY LINDERS	1		\$ 197,400	\$ -	
WD-1659	555 MAIN AVE 114	GLENDA R ENDERSON	1		\$ 305,900	\$ -	
WD-1660	555 MAIN AVE 115	DONNAT PASTERNAK	1		\$ 219,800	\$ -	
WD-1661	555 MAIN AVE 116	DIANE K DICK	1		\$ 297,600	\$ -	
WD-1662	555 MAIN AVE 201	CHRISTOPHER D SAMP	1		\$ 325,000	\$ -	
WD-1663	555 MAIN AVE 202	JOHN ADAM VANDERLEEST	1		\$ 325,000	\$ -	
WD-1664	555 MAIN AVE 203	WARREN J HAGANES	1		\$ 296,900	\$ -	
WD-1665	555 MAIN AVE 204	JEAN M PENDLETON	1		\$ 296,900	\$ -	
WD-1666	555 MAIN AVE 205	EDWARD Y LIN	1		\$ 1,029,400	\$ -	
WD-1667	555 MAIN AVE 206	MICHAEL TUBBS	1		\$ 590,000	\$ -	
WD-1668	555 MAIN AVE 208	ANNAM SZYMANSKI	1		\$ 377,600	\$ -	
WD-1669	555 MAIN AVE 209	MEGHAN G DWYER REVOCABLE LIVING TRUST	1		\$ 434,300	\$ -	
WD-1670	555 MAIN AVE 210	OMOLARA LAWAL	1		\$ 400,000	\$ -	
WD-1671	555 MAIN AVE 211	JOHN VANDEVEN	1		\$ 447,400	\$ -	
WD-1672	555 MAIN AVE 212	DONNA J WAGNER	1		\$ 421,400	\$ -	
WD-1673	555 MAIN AVE 213	KYLE H VANDENHEUVEL	1		\$ 390,000	\$ -	
WD-1674	555 MAIN AVE 214	LINDA L BOYWID, TRUSTEE	1		\$ 523,400	\$ -	
WD-1675	555 MAIN AVE 215	MATTHEW R CRULL	1		\$ 361,800	\$ -	
WD-1676	555 MAIN AVE 216	IVETE C MILLER	1		\$ 380,200	\$ -	
Total BID Eligible Parcels			134				
Total Exempt Parcels			46				
Total Residential Parcel			35				
			215				

APPENDIX D: Wisconsin Statutes Section 66.1109

Wisconsin BID Law: 66.1109 Business improvement districts.

(1) In this section:

- (a) "Board" means a business improvement district board appointed under sub. (3) (a).
- (b) "Business improvement district" means an area within a municipality consisting of contiguous parcels and may include railroad rights-of-way, rivers, or highways continuously bounded by the parcels on at least one side, and shall include parcels that are contiguous to the district but that were not included in the original or amended boundaries of the district because the parcels were tax-exempt when the boundaries were determined and such parcels became taxable after the original or amended boundaries of the district were determined.
- (c) "Chief executive officer" means a mayor, city manager, village president or town chairperson.
- (d) "Local legislative body" means a common council, village board of trustees or town board of supervisors.
- (e) "Municipality" means a city, village or town.
- (f) "Operating plan" means a plan adopted or amended under this section for the development, redevelopment, maintenance, operation and promotion of a business improvement district, including all of the following:
 - 1. The special assessment method applicable to the business improvement district.
 - 1m. Whether real property used exclusively for manufacturing purposes will be specially assessed.
 - 2. The kind, number and location of all proposed expenditures within the business improvement district.
 - 3. A description of the methods of financing all estimated expenditures and the time when related costs will be incurred.
 - 4. A description of how the creation of the business improvement district promotes the orderly development of the municipality, including its relationship to any municipal master plan.
 - 5. A legal opinion that subds. 1. to 4. have been complied with.
- (g) "Planning commission" means a plan commission under s. 62.23, or if none a board of public land commissioners, or if none a planning committee of the local legislative body.

(2) A municipality may create a business improvement district and adopt its operating plan if all of the following are met:

- (a) An owner of real property used for commercial purposes and located in the proposed business improvement district designated under par. (b) has petitioned the municipality for creation of a business improvement district.
- (b) The planning commission has designated a proposed business improvement district and adopted its proposed initial operating plan.
- (c) At least 30 days before creation of the business improvement district and adoption of its initial operating plan by the municipality, the planning commission has held a public hearing on its proposed business improvement district and initial operating plan. Notice of the hearing shall be

published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the proposed initial operating plan and a copy of a detail map showing the boundaries of the proposed business improvement district shall be sent by certified mail to all owners of real property within the proposed business improvement district. The notice shall state the boundaries of the proposed business improvement district and shall indicate that copies of the proposed initial operating plan are available from the planning commission on request.

- (d) Within 30 days after the hearing under par. (c), the owners of property to be assessed under the proposed initial operating plan having a valuation equal to more than 40 percent of the valuation of all property to be assessed under the proposed initial operating plan, using the method of valuation specified in the proposed initial operating plan, or the owners of property to be assessed under the proposed initial operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property to be assessed under the proposed initial operating plan, have not filed a petition with the planning commission protesting the proposed business improvement district or its proposed initial operating plan.
 - (e) The local legislative body has voted to adopt the proposed initial operating plan for the municipality.
- (2m) A municipality may annex territory to an existing business improvement district if all of the following are met:
- (a) An owner of real property used for commercial purposes and located in the territory proposed to be annexed has petitioned the municipality for annexation.
 - (b) The planning commission has approved the annexation.
 - (c) At least 30 days before annexation of the territory, the planning commission has held a public hearing on the proposed annexation. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of a detail map showing the boundaries of the territory proposed to be annexed to the business improvement district shall be sent by certified mail to all owners of real property within the territory proposed to be annexed. The notice shall state the boundaries of the territory proposed to be annexed.
 - (d) Within 30 days after the hearing under par. (c), the owners of property in the territory to be annexed that would be assessed under the operating plan having a valuation equal to more than 40 percent of the valuation of all property in the territory to be annexed that would be assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property in the territory to be annexed that would be assessed under the operating plan having an assessed valuation equal to more than 40 percent of the assessed valuation of all property in the territory to be annexed that would be assessed under the operating plan, have not filed a petition with the planning commission protesting the annexation.
- (3)
- (a) The chief executive officer shall appoint members to a business improvement district board to implement the operating plan. Board members shall be confirmed by the local legislative body and shall serve staggered terms designated by the local legislative body. The board shall have at least 5 members. A majority of board members shall own or occupy real property in the business improvement district.
 - (b) The board shall annually consider and may make changes to the operating plan, which may include termination of the plan, for its business improvement district. The board shall then submit the operating plan to the local legislative body for its approval. If the local legislative body disapproves the operating plan, the board shall consider and may make changes to the operating plan and may

continue to resubmit the operating plan until local legislative body approval is obtained. Any change to the special assessment method applicable to the business improvement district shall be approved by the local legislative body.

- (c) The board shall prepare and make available to the public annual reports describing the current status of the business improvement district, including expenditures and revenues. The report shall include one of the following:
 - 1. If the cash balance in the segregated account described under sub. (4) equaled or exceeded \$300,000 at any time during the period covered by the report, the municipality shall obtain an independent certified audit of the implementation of the operating plan.
 - 2. If the cash balance in the segregated account described under sub. (4) was less than \$300,000 at all times during the period covered by the report, the municipality shall obtain a reviewed financial statement for the most recently completed fiscal year. The statement shall be prepared in accordance with generally accepted accounting principles and include a review of the financial statement by an independent certified public accountant.
- (cg) For calendar years beginning after December 31, 2018, the dollar amount at which a municipality is required to obtain an independent certified audit under par. (c) 1. and the dollar amount at which a municipality is required to obtain a reviewed financial statement under par. (c) 2. shall be increased each year by a percentage equal to the percentage change between the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August of the previous year and the U.S. consumer price index for all urban consumers, U.S. city average, for the month of August 2017, as determined by the federal department of labor. Each amount that is revised under this paragraph shall be rounded to the nearest multiple of \$10 if the revised amount is not a multiple of \$10 or, if the revised amount is a multiple of \$5, such an amount shall be increased to the next higher multiple of \$10.
- (cr) The municipality shall obtain an additional independent certified audit of the implementation of the operating plan upon termination of the business improvement district.
- (d) Either the board or the municipality, as specified in the operating plan as adopted, or amended and approved under this section, has all powers necessary or convenient to implement the operating plan, including the power to contract.
- (4) All special assessments received from a business improvement district and all other appropriations by the municipality or other moneys received for the benefit of the business improvement district shall be placed in a segregated account in the municipal treasury. No disbursements from the account may be made except to reimburse the municipality for appropriations other than special assessments, to pay the costs of audits and reviewed financial statements required under sub. (3) (c), or on order of the board for the purpose of implementing the operating plan. On termination of the business improvement district by the municipality, all moneys collected by special assessment remaining in the account shall be disbursed to the owners of specially assessed property in the business improvement district, in the same proportion as the last collected special assessment.
- (4g) A municipality may convert a business improvement district under this section into a neighborhood improvement district under s. 66.1110 if an owner of real property that is subject to general real estate taxes, that is used exclusively for residential purposes, and that is located in the business improvement district petitions the municipality for the conversion. If the municipality approves the petition, the board shall consider and may make changes to the operating plan under s. 66.1110 (4) (b).
- (4m) A municipality shall terminate a business improvement district if the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all

property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, file a petition with the planning commission requesting termination of the business improvement district, subject to all of the following conditions:

- (a) A petition may not be filed under this subsection earlier than one year after the date the municipality first adopts the operating plan for the business improvement district.
- (b) On and after the date a petition is filed under this subsection, neither the board nor the municipality may enter into any new obligations by contract or otherwise to implement the operating plan until the expiration of 30 days after the date of hearing under par. (c) and unless the business improvement district is not terminated under par. (e).
- (c) Within 30 days after the filing of a petition under this subsection, the planning commission shall hold a public hearing on the proposed termination. Notice of the hearing shall be published as a class 2 notice under ch. 985. Before publication, a copy of the notice together with a copy of the operating plan and a copy of a detail map showing the boundaries of the business improvement district shall be sent by certified mail to all owners of real property within the business improvement district. The notice shall state the boundaries of the business improvement district and shall indicate that copies of the operating plan are available from the planning commission on request.
- (d) Within 30 days after the date of hearing under par. (c), every owner of property assessed under the operating plan may send written notice to the planning commission indicating, if the owner signed a petition under this subsection, that the owner retracts the owner's request to terminate the business improvement district, or, if the owner did not sign the petition, that the owner requests termination of the business improvement district.
- (e) If after the expiration of 30 days after the date of hearing under par. (c), by petition under this subsection or subsequent notification under par. (d), and after subtracting any retractions under par. (d), the owners of property assessed under the operating plan having a valuation equal to more than 50 percent of the valuation of all property assessed under the operating plan, using the method of valuation specified in the operating plan, or the owners of property assessed under the operating plan having an assessed valuation equal to more than 50 percent of the assessed valuation of all property assessed under the operating plan, have requested the termination of the business improvement district, the municipality shall terminate the business improvement district on the date that the obligation with the latest completion date entered into to implement the operating plan expires.

(5)

- (a) Real property used exclusively for residential purposes and real property that is exempted from general property taxes under s. 70.11 may not be specially assessed for purposes of this section.
- (b) A municipality may terminate a business improvement district at any time.
- (c) This section does not limit the power of a municipality under other law to regulate the use of or specially assess real property.
- (d) If real property that is specially assessed as authorized under this section is of mixed use such that part of the real property is exempted from general property taxes under s. 70.11 or is residential, or both, and part of the real property is taxable, the municipality may specially assess as authorized under this section only the percentage of the real property that is not tax-exempt or residential. This paragraph applies only to a 1st class city.

History: 1983 a. 184; 1989 a. 56 s. 258; 1999 a. 150 s. 539; Stats. 1999 s. 66.1109; 2001 a. 85; 2017 a. 59, 70, 189.

Copied from: <https://docs.legis.wisconsin.gov/statutes/statutes/66/XI/1109/1/b> (accessed November 1, 2020).

Unofficial text from Wis Stats. database. See printed Statutes and Wis. Acts for official text under s. 35.18(2) stats. Report errors to the Revisor of Statutes at (608) 266-2011, FAX 264-6978.

CITY OF DE PERE

Law Department

335 South Broadway Street, De Pere, WI 54115 | 920-339-4042 | www.deperewi.gov



November 4, 2025

Daniel J. Lindstrom, AICP
Director of Development Services
City of De Pere
335 South Broadway Street
De Pere, WI 54115

RE: Proposed Operating Plan for Downtown De Pere Business Improvement District

Dear Director Lindstrom -

The purpose of this correspondence is to respond to your request for a legal review of the proposed 2026 Operating Plan for the De Pere Business Improvement District (hereafter "Plan"). Your request asks the City Attorney to provide an opinion with respect to the Plan's compliance with the requirements of Wisconsin Statute § 66.1109(l)(f).

Our office has reviewed the Plan, a copy of which is attached hereto, and based upon such review, are of the opinion that the Plan meets the requirements of Wisconsin Statute § 66.1109 (l)(f), subsections 1 through 4.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bungert".

Joanne Bungert
City Attorney



Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: Development Services
FROM: Quasan Shaw, Community & Economic Development Specialist
SUBJECT: Resolution #25-119 Granting a Planning Option to Purchase to Ehlinger Properties, LLC (West Business Park; Part of Parcel WD-L492-B-5).
RECOMMENDED ACTION: Motion to approve the recommendation of the Finance/Personnel Committee

The terms of the Option to Purchase for Ehlinger Properties, LLC were approved unanimously by the Finance/Personnel Committee at its meeting on May 13, 2025.

ATTACHMENTS:

Reso25-119, Quality Insulators Planning Option WD-L492-B-5 (clean 10-25), Lot 2
Option_revised, Quality Insulators CC Memo 11042025

RESOLUTION #25-119

GRANTING A PLANNING OPTION TO PURCHASE FOR EHLINGER PROPERTIES, LLC
(West Business Park; Part of Parcel WD-L492-B-5)

WHEREAS, Ehlinger Properties, LLC has requested an exclusive limited-term, 30-month Planning Option to Purchase city-owned property of approximately 4.3 acres, Part of Parcel WD-L492-B-5, to conduct site due diligence tasks for the purposes of securing a location for the potential relocation of its current business operations and potential future expansion, with approximately 8,000 square feet of office space and 32,000 square feet of workshop space; and

WHEREAS, the City wishes to promote such potential development, subject to the terms and conditions of the attached Planning Option to Purchase agreement attached hereto; and

WHEREAS, the terms of this agreement have been reviewed by the Finance/Personnel Committee, which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to enter into the Planning Option to Purchase (West Business Park; Part of Parcel WD-L492-B-5) between the City of De Pere and Ehlinger Properties, LLC, as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Committee Approval: 5/13/2025

PLANNING OPTION TO PURCHASE
(West De Pere Business Park – Part of Parcel WD-L492-B-5)

This Planning Option to Purchase property in the City of De Pere’s West Business Park (“West De Pere Business Park Planning Option” or “Option”) is entered into this _____ day of _____, 2025, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Ehlinger Properties, LLC, a Wisconsin limited liability company (“Developer”).

RECITALS

WHEREAS, City is the owner of Parcel WD-L492-B-5 in the City of De Pere (the “Property”), shown on Exhibit A, attached hereto and incorporated herein, and located in Tax Incremental Financing District No. 12 (TID #12) for the City of De Pere; and

WHEREAS, Developer has inquired as to the feasibility of development on the Property for relocation of its current business operations and potential future expansion on approximately 4.30 acres of the Property as identified on Exhibit A, legally described as:

The northerly 4.300 acres of Lot 2, Certified Survey Map Number 9634, located in part of Lot 105, Williams Grant Subdivision, City of De Pere, Brown County, Wisconsin.

WHEREAS, Developer has requested a thirty (30)-month Option to allow time to complete due diligence tasks associated with such potential development and relocation; and

WHEREAS, City is interested in promoting such development and wishes to grant this Option to Developer as a means leading to a possible, eventual sale and development of the Property for its office, warehouse and storage.

NOW, THEREFORE, for good and valuable consideration, of which receipt is acknowledged, the Parties agree as follows:

- 1) The Recitals set forth above are an integral part of this Option and are therefore incorporated herein by reference as if set forth herein as agreements of the Parties.
- 2) In consideration of, and contingent upon the annual payment of \$2,150.00 (\$500.00 x 4.30 acres), City hereby grants to Developer an exclusive Option for a term of thirty (30) months from the date set forth above (the “Option Term”) to purchase the Property. The first payment shall be due as of the effective date set forth above, and annual payments for the following two (2) years shall be due and payable on or before the anniversary date thereof, to secure a thirty (30) month option to purchase. It is specifically understood by Developer that any rights to the Property are contingent upon City’s timely receipt of the annual payment.

- 3) City, during the Option Term, shall not convey, sell, lease or transfer any indicia of ownership to any other legal entity and hereby grants to Developer exclusive rights to negotiate the purchase of the Property unless Developer notifies City in writing that it is terminating the Option and will not purchase the Property. If Developer fails to make any timely payment, City shall be released of all obligations in this Option regarding the Property and may market and convey the Property without any notice or consent of Developer.
- 4) City shall permit Developer access to the Property prior to closing at no cost for the purposes of site inspection analysis, environmental assessment or such other preparation as may be deemed reasonable by the Parties. Developer agrees to hold the City harmless for any and all injury that may occur to City, its agents or employees, Developer, its agents or employees, third parties or any properties or interests of any of the above-referenced persons occasioned as a direct result of Developer's activities as contemplated in this paragraph, provided Developer shall not be liable to City for any injury which occurs as a result of City's negligence or arises out of any condition existing on the Property prior to Developer's entry on the Property. The hold harmless provision is intended to include all costs of defense, including reasonable attorney's fees.
- 5) During the Option Term, Developer may exercise the Option by providing written notice to City. Upon receipt of notice to exercise the Option, the Parties shall set a mutually agreeable date, time and location for closing within ninety (90) days from notice.
- 6) The purchase price for the Property shall be \$40,000 per acre, plus any fraction of an acre thereof, for a purchase price of \$172,000 (4.30 acres x \$40,000/acre), less all option fees paid prior to purchase.
- 7) Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Property for these public improvements. This paragraph shall not limit the City's ability to assess the Property for future public improvements.
- 8) City shall, at its own expense, provide a commitment for the issuance of an ALTA owner's title insurance policy naming the Developer as the intended insured, with extended coverage, insuring title to the Property to be good and marketable fee simple (the "Title Commitment") from the title company, together with legible copies of all recorded documents constituting exceptions under the Title Commitment (collectively, the "Exception Documents").
- 9) Post closing, Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, façade materials, improvement layout (site drainage, utilities, erosion control, etc.) accessory buildings or structures thereon which may be reasonably required by

City. Said plan shall be submitted to the City for approval not more than twelve (12) months after the date of closing on the Property and prior to the commencement of construction. Review and approval of the site plan shall be subject to the De Pere Zoning Code requirements for the Property and may be subject to additional, reasonable conditions imposed at the discretion of the City.

- 10) Developer shall substantially develop the building and improvements on the Property in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Option. Developer must provide meaningful and satisfactory assurance to the City that completion of construction in compliance with the approved plan shall be accomplished within a reasonable amount of time, taking into consideration normal industry standards for the type and complexity of construction involved. Determination of substantial development is at the discretion of the City.
- 11) If, in the reasonable discretion of the City, Developer has not complied with the provisions of Paragraph 10 above, City may, by certified mail, notify Developer of such failure. If after sixty (60) days of mailing such notice, Developer still has not submitted a satisfactory plan or substantially developed the Property, City may repurchase the Property for the price actually paid for the Property, less any real property taxes due, liens or judgments of record. If repurchase is made under this Section, all improvements to the real property shall become that of the City, and Developer shall remain liable and hold the City harmless for any lien, claim or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required under this agreement due to circumstances beyond the reasonable control of Developer, including but not limited to strikes, Acts of God, or force majeure, the rescission and repurchase shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City by law.
- 12) Closing for repurchase, as contemplated under Paragraph 11, shall occur not less than sixty (60) days from the date of the termination notice, unless another date is specifically agreed upon by the Parties. Prior to closing, Developer shall extend the title insurance previously supplied by the City, naming the City as the owner and shall remove any encumbrances not present at the time of the original closing. Title shall be conveyed by Warranty Deed to the City, with Developer paying all customary closing costs attributable to sellers in Wisconsin.
- 13) City and Developer shall each pay all of their own legal fees as well as any third-party fees related to this Option.

- 14) Any notice required or permitted hereunder shall be in writing and sent by first class mail, postage prepaid, and return receipt requested, to the Parties at the following addresses:

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

To Developer: Ehlinger Properties, LLC
5261 Edgewater Beach Road
Green Bay, WI 54311
Attn: John Ehlinger

or at such other address as the respective Parties may from time to time give written notice thereof. Notice shall be effective when received, refused or returned by the Postal Service as undeliverable.

- 15) This Option may be assigned only upon written consent thereto by the City.
- 16) This Option may be amended only by written amendment thereto executed by the Parties or, if assigned hereunder, that Party's successor in interest.
- 17) If any provision, covenant, agreement or portion of this Option or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable.
- 18) This Option may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 19) If the terms of this Option provide for performance of any act or the expiration of any time period on a Saturday, Sunday or federal holiday, the due date or expiration date shall take place on the next date that is not a Saturday, Sunday or federal holiday.

[signatures on following pages]

IN WITNESS WHEREOF, the Parties hereto have caused this Planning Option to Purchase to be duly executed on their behalf, as of the _____ day of _____, 2025.

CITY OF DE PERE

By:

Kimberly T. Flom, City Manager

Carey E. Danen, City Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
BROWN COUNTY)

Personally came before me this ____ day of _____, 2025, the above named Kimberly T. Flom and Carey E. Danen, known as the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

(SEAL)

EHLINGER PROPERTIES, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF _____)

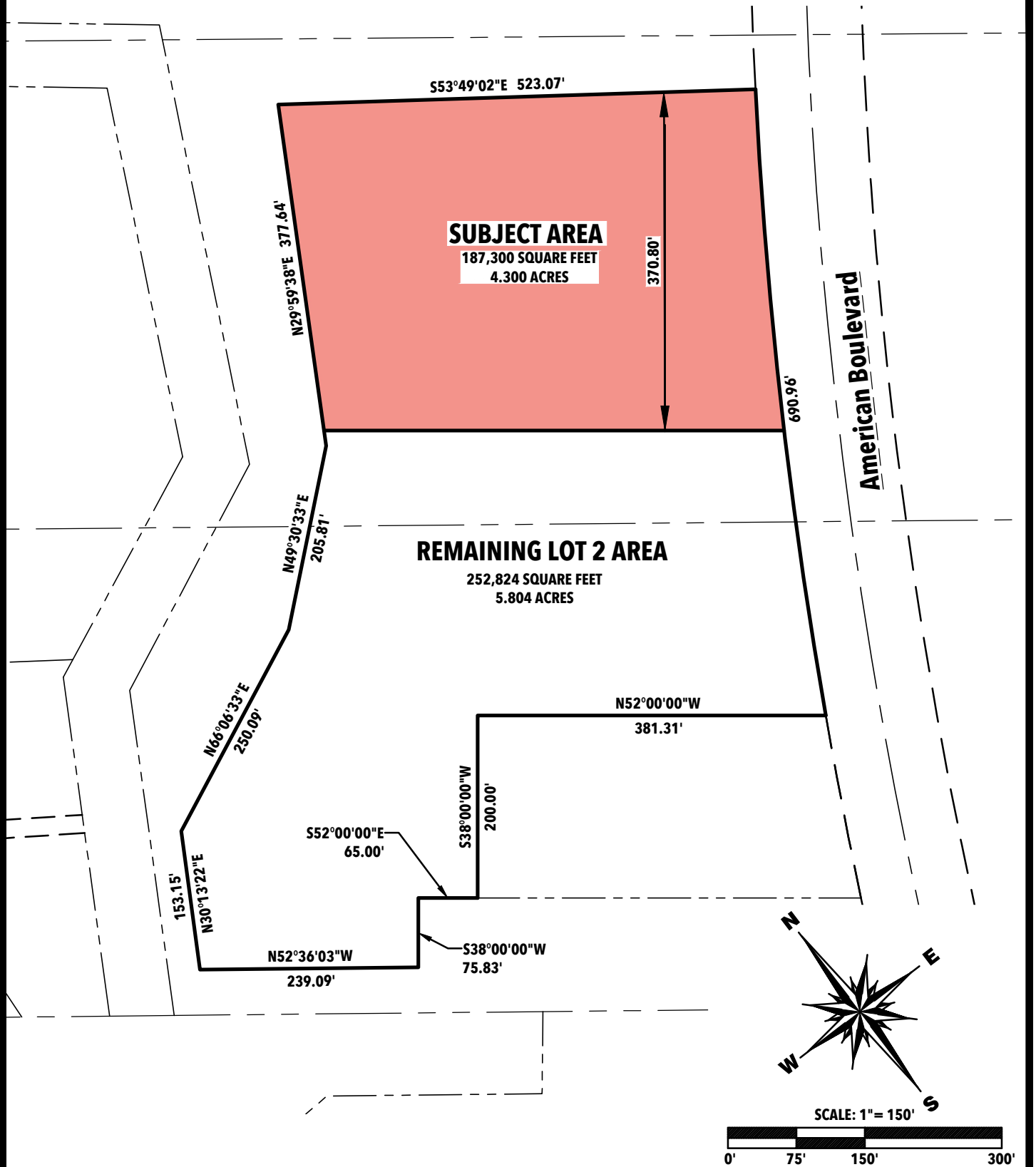
Personally came before me this ____ day of _____, 2025, the above named _____
_____, known as the person who executed the foregoing instrument and
acknowledged the same.

Notary Public, State of Wisconsin

My Commission Expires: _____

(SEAL)

EXHIBIT 'A'



REL Robert E. Lee
& Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com



CITY OF DE PERE
Development Services
335 S. Broadway
De Pere, Wisconsin 54115
Office (920) 339-4053

Date: 10/17/2025
REL Job #: 404473
Exhibit
Sheet 1 of 1

CITY OF DE PERE MEMO



To: Mayor James Boyd
Common Council
From: Quasan Shaw, Economic Development Planner
Date: November 4, 2025

RE: Recommendation from Finance/Personnel Committee to approve a purchase/sale agreement option terms with Ehlinger Properties LLC for a 4.3 acre portion of Parcel WD-L492-B-5 for future business relocation and expansion.

Quality Insulators is an existing business in the Village of Ashwaubenon that continues to grow in its business. It has grown to the point that it is outgrowing its current facility in Ashwaubenon due to no suitable land to meet their expansion needs. To meet their customers needs & give their staff the resources they need to continue to grow, Quality Insulators requests a 30-month option to build a new facility in De Pere to conduct their operations. The preliminary design features approximately 8,000 sq ft of office space and 32,000 sq ft of workshop space. A facility of this size and features will support its current needs and continued growth.

Quality Insulators worked with City staff to identify the American Blvd site as the ideal location for its new business. Schematic plans are included for your reference, prepared by Bayland Builders, a design build firm located in Green Bay.

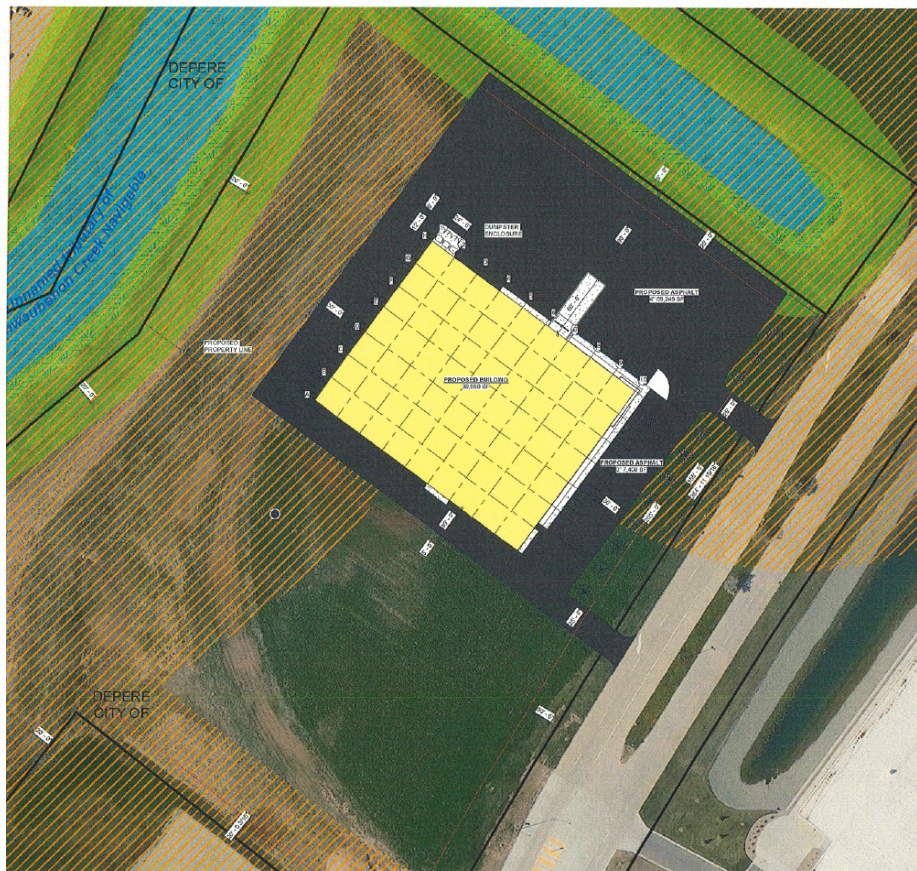
Therefore, Quality Insulators is requesting a 30-month option to purchase American Blvd (Part of Parcel# WD-L492-B-5). As reflected in the preliminary site plan, Quality Insulators believes its needs can be met with an appropriate 4.3-acre site, leaving approximately 5.8 acres in the parcel for future development. Anticipated future building value and land once completed is approximately \$3,120,000.



SITE SUMMARY:

Address(es):	American Blvd
Parcel IDs:	WD-L492-B-5
TID(s):	12
Acres:	Approximately 4.3 Acres
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential Addition Building Value (full):	\$3,120,000
Shop/Warehouse:	\$2,080,000 (rounded 32,000 sq ft x \$65 per square foot)
Office:	\$1,040,000 (rounded 8,000 sq ft x \$130 per square foot)

Example Site Plan



SITE PLAN - PROPOSED
S:\CT1.0 SCALE = 1" = 40'-0"

PROPOSED TERMS

General Information

Purpose Use:	Office, Shop, and Fabrication
Anticipated New Assessed Value:	\$3,120,000
Acres:	4.3
Sale Value Per Acre:	\$40,000
Sale Price:	\$172,000

Option to Purchase Specifics:

1. **Option Fee:** In consideration of, and contingent upon, the annual payment of \$2,150 (\$500 x 4.3) commencing the date of this Agreement, due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty (30) month option to purchase the approximate 4.3-acre parcel
2. **Option Period.** The thirty (30) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.
3. **Failure to Pay Annual Option Fee.** If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.
4. **Exercise of Option.** If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be \$40,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. Sale Price is \$172,000.
5. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc.), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such plan shall be based on the Zoning Code requirements of the subject parcel and may be subject to additional reasonable conditions imposed at the discretion of the City.

- 6. Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.
- 7. Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.
- 8. Repurchase Closing.** Closing for repurchase as contemplated in Section above, shall occur not less than sixty (60) days from the date of termination notice referred to in either Section IV, paragraph C, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.



City of De Pere, Wisconsin

I.10

Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: City Attorney
FROM:
SUBJECT: Resolution #25-120 Approving Utility Facilities Easement Agreement to Central Brown County Water Authority (Parcel No. WD-1050; 0 Lawrence Drive).
RECOMMENDED ACTION: Motion to Approve.

This easement agreement is going directly to Council to accommodate the CBCWA's construction schedule.

ATTACHMENTS:

Reso25-120, CBCWA De Pere Utility Facilities Easement - 10-25 (clean)

RESOLUTION #25-120

APPROVING UTILITY FACILITIES EASEMENT TO CENTRAL BROWN COUNTY WATER AUTHORITY
(Parcel No. WD-1050; 0 Lawrence Drive)

WHEREAS, to facilitate cathodic protection/impressed current system facilities supporting Central Brown County Water Authority's (CBCWA) water pipeline running within the American Boulevard right-of-way, a formal request has been made by CBCWA to construct above ground and underground facilities within a portion, approximately 0.04 acres, of City's storm water property, commonly known as 0 Lawrence Drive; and

WHEREAS, CBCWA has submitted the attached Easement for new above ground and underground facilities on City-owned Parcel WD-1050 for consideration and approval, pursuant to the terms and conditions contained therein; and

WHEREAS, due to timing issues, this matter has been brought directly to the Common Council for review, with approval of the City Manager.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the Utility Facilities Easement, 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 4th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____

Document Number	UTILITY FACILITIES EASEMENT
This Utility Facilities Easement (including exhibits hereto, this “Agreement”) is made as of the _____ day of November, 2025, by the City of De Pere, a Wisconsin municipal corporation (“Grantor”). WHEREAS, Grantor is the owner of a parcel of land legally described as: Outlot 2 of De Pere Business Park South Addition, a subdivision recorded in Volume 20 of Plats on Pages 125-126 as Document No. 1550790, City of De Pere, Brown County, Wisconsin.	
and commonly referred to as 0 Lawrence Drive, City of De Pere, Wisconsin (“Burdened Parcel”); and	Recording Area Name and Return Address: Atty. Jared W. Smith Boardman & Clark LLP PO Box 927 Madison, WI 53701-0927 PIN: WD-1050

WHEREAS, the Central Brown County Water Authority, a Wisconsin joint local water authority and separate municipal corporation located in Brown County, Wisconsin (“Grantee”) wishes to construct aboveground and underground facilities within a portion of the Burdened Parcel depicted and legally described on the attached **Exhibit A** (the “Easement Area”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby give, grant, convey and warrant to Grantee and the Grantee’s successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, upgrade, add, relocate, and remove the Designated Facilities, as defined below, upon, in, over, through, and across the Easement Area, on the following terms and conditions:

1. **Designated Facilities**: This easement is for cathodic protection / impressed current system facilities supporting Grantee’s water pipeline running within the American Boulevard right-of-way, including but not limited to anode wells, above-ground rectifier and electronics cabinet, underground cables, wires, ducts and conduits, and other appurtenant equipment associated with the cathodic protection / impressed current system owned by Grantee (the “**Designated Facilities**”).
2. **Access**: The Grantee and its agents shall have the right of reasonable ingress and egress to and from the Easement Area over, through, and across the Burdened Parcel, including over the parking lot and private drives, but in exercising those rights of access, Grantee agrees to cause as little disruption to Grantor’s operations as is reasonably possible.
3. **Buildings and Structures**: The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, without the express written consent of the Grantee. Notwithstanding the foregoing, Grantor retains approval authority over any and all Designated Facilities and/or other facilities,

improvements, equipment and/or appurtenances, and the like, that Grantor or Grantee seek to place above ground. Further, the Grantor agrees to contact Diggers Hotline and avoid any excavations near identified utility facilities, including the Designated Facilities, before making any excavations within the Easement Area. Grantee shall not impede the use of any public right of way.

4. Relocation: In the event of any of the Grantee's Designated Facilities requiring relocation in connection with or related to a Grantor project, the relocation costs of said Designated Facilities shall be borne by Grantee. Grantor shall design and construct any Grantor project on the Burdened Parcel in a manner which reasonably minimizes the impact to Grantee's Designated Facilities and rights granted under this Agreement.
5. Landscaping and Vegetation: The Grantor shall not plant or maintain any trees or shrubs within the Easement Area that would interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes, and brush within the Easement Area without replacement or compensation which, within Grantor's reasonable determination, may impact the Designated Facilities. Further, the Grantee may treat the stumps of any trees or brush to prevent re-growth and apply herbicides for tree and brush control in accordance with applicable laws, rules, and regulations.
6. Elevation: After the installation of the Designated Facilities and final grading of the Easement Area, the Grantor agrees not to alter the elevation of the existing ground surface (including any digging, filling, grading, or other land disturbing activity) within the Easement Area without the express written consent of Grantee, which will not be unreasonably withheld.
7. Indemnification: Grantee hereby agrees to indemnify, defend, and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee or of anyone acting under its direction or control or on its behalf, arising out of Grantee's exercise of its rights and responsibilities under this Agreement, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives, contractors, and volunteers. Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Easement.
8. Restoration and Damages: Except as set out in Section 5 above, the Grantee shall restore, cause to have restored, or pay a reasonable sum for all damages to property on Grantor's Lands caused by the construction, maintenance, or removal of said Designated Facilities.
9. Reservation of use by the Grantor: The right is hereby expressly reserved to the Grantor and its heirs, successors, and assigns, of every use and enjoyment of land within the Easement Area consistent with rights herein granted, including but not limited to, use of and access to storm water facilities and drainage ponds.
10. Non-Use; Waiver: Non-use or limited use of the rights granted in this Agreement shall not prevent the Grantee from later use of the easement rights to the fullest extent authorized in this Agreement. No delay or omission by the Grantee or Grantor in exercising any right or power arising out of any default under the

terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by Grantee or Grantor of any of the obligations of the other party to the Agreement shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

11. Covenants Run with Land: The easement granted herein is not personal and shall run with the Burdened Parcel and is binding upon the heirs, successors, and assigns of Grantor and shall benefit the Grantee and its licensees, successors, and assigns.
12. Entire Agreement; Modifications: This Agreement contains the entire understanding between the Grantor and Grantee on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not included herein shall be of any force and effect. This Agreement shall supersede any other oral or written agreements entered into between the Grantor and Grantee on the subject matter herein. To be effective, any and all modifications of this Agreement must be in writing.
13. Authority: Each person executing this Agreement on behalf of a party personally represents and warrants that the person is duly authorized to execute this Agreement in the capacity shown.
14. Severability; Governing Law: If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of the agreement or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without reference to its choice of law provisions.
15. Assignment: All rights of the Grantee under this Agreement shall be assignable by the Grantee, in whole or in part, subject to Grantor's written approval, which such approval shall not be unreasonably withheld.
16. Municipal Status: Nothing contained in this Agreement is intended to be a waiver or estoppel of the Grantor or Grantee to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained in Wis. Stat. §§ 893.80, 895.52, and 345.06. To the extent that indemnification is available and enforceable, Grantee or its insurers will not be liable in indemnity or contribution for an amount greater than the limits of liability for claims established by Wisconsin law.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original Agreement.

[Signature Pages Follow]

By:

Signature _____
Name: _____
Title: _____

Name: _____
 Notary Public, Wisconsin
 My Commission: _____

**EXHIBIT A
TO UTILITY FACILITIES EASEMENT**

Easement Area

Inserted on subsequent page.

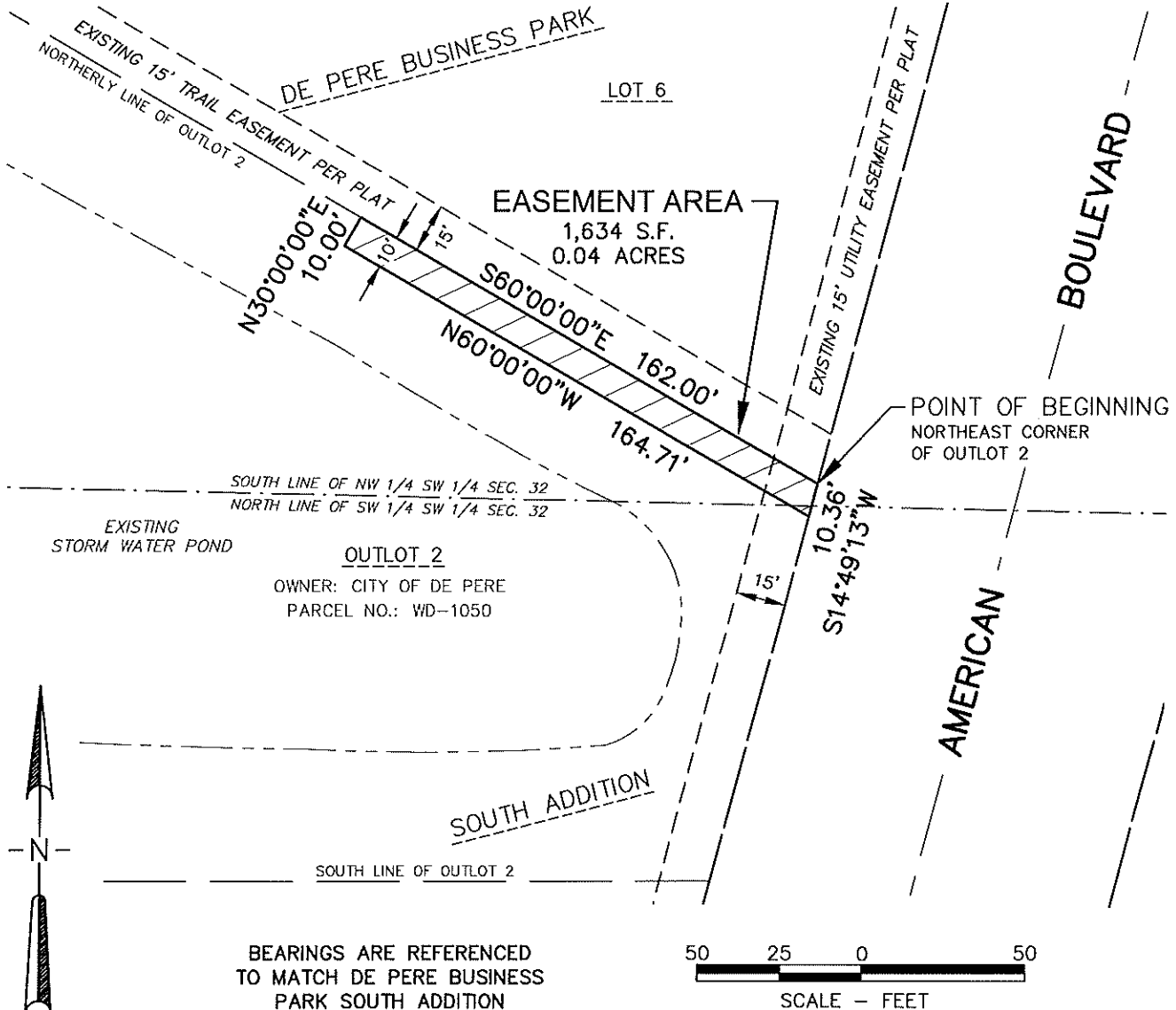
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF A 10' UTILITY FACILITIES EASEMENT

Part of Outlot 2 of De Pere Business Park South Addition, a subdivision recorded in Volume 20 of Plats on Pages 125-126 as Document No. 1550790, being part of the Northwest 1/4 of the Southwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin, containing 1,634 square feet (0.04 acres) of land, being more particularly described as follows:

Beginning at the Northeast corner of said Outlot 2; Thence S14°49'13"W, 10.36 feet along the Westerly right-of-way line of American Boulevard; Thence N60°00'00"W, 164.71 feet; Thence N30°00'00"E, 10.00 feet to the Northerly line of said Outlot 2; Thence S60°00'00"E, 162.00 feet along said Northerly line to the Point of Beginning.



McMAHON
ENGINEERS ARCHITECTS

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

Project No. C0027 092500331.00

Drawn By AMS Date Sept 2025



Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: Development Services
FROM:
SUBJECT: Resolution #25-121 Authorizing Miron Construction Co., Inc. to Award Contracts related to the Construction of a Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin, in an amount totaling \$6,035,448.00.
RECOMMENDED ACTION: Motion to Approve.

ATTACHMENTS:

Reso25-121, Cast in Place Concrete (Miron), Precast Concrete Erection (Miron), Steel (Nimsgern), General Trades (Miron), Roofing (Northern Metal), Aluminum Entrances-Glass (Corcoran), Gypsum Board (HJ Martin), Painting (Omni), Signage (Signarama), Elevator (Otis), Fire Suppression (Fireline), Plumbing (A&J), HVAC (Engelos), Electrical (Pieper), Earthwork (Soper), Rigid Inclusions (Michels), Asphalt (Northeast), Site Concrete (Martell), Fencing (Patriot), Landscaping (Schmalz), Site Utilities (DeKeyser), Bid Recap-City Review_20251029

RESOLUTION #25-121

AUTHORIZING MIRON CONSTRUCTION CO., INC. TO AWARD CONTRACTS
RELATED TO CONSTRUCTION OF A PUBLIC PARKING RAMP IN AN AMOUNT
TOTALING \$6,035,448.00
(Parcel No. ED-875, 230 North Wisconsin Street)

WHEREAS, Miron Construction Co., Inc. (Miron) was authorized, pursuant to Resolution #25-77, to perform design specific architecture and engineering as well as Construction Manager at Risk (CMaR) services for the design and construction of a public parking garage on City-owned Parcel No. ED-875 at 230 North Wisconsin Street; and

WHEREAS, as part of its responsibilities as CMaR, Miron has commenced the online electronic bidding process on behalf of the City for various contracts related to the actual construction of the City's public parking ramp and received various qualifying bids; and

WHEREAS, following a due diligence review of qualifying bids, Miron recommends awarding the following contracts to the lowest qualified bidders, pursuant to the terms and conditions of the contracts bid packages with accompanying bid forms and bid bonds, as attached hereto:

Contract #	Description	Award To	Amount of Award
03.30	Building Cast-in-Place Concrete	Miron Construction Co, Inc.	\$2,223,158.00
03.41	Precast Concrete Erection	Miron Construction Co., Inc.	\$ 995,614.00
05.00	Steel Fabrication and Erection	Nimsgern Steel Corp.	\$ 362,000.00
06.00	General Trades	Miron Construction Co., Inc.	\$ 207,965.00
07.51	Roofing	Northern Metal & Roofing Company, Inc.	\$ 44,000.00
08.40	Aluminum Windows, Entrances, Glass/Glazing	Corcoran Glass and Paint, Inc.	\$ 232,852.00
09.20	Gypsum Board Systems	H.J. Martin and Son	\$ 22,212.00
09.90	Painting	Omni Glass and Paint	\$ 50,718.00
Estimate 3981	Signage	Signarama	\$ 64,797.00
14 21 00	Electric Traction Elevator	Otis Elevator Company	\$ 120,000.00
21	Fire Protection	Fireline Sprinkler LLC	\$ 46,407.00
22	Plumbing	A&J Mechanical Contractors,	\$ 116,262.00

		Inc.	
23.00	HVAC	Engebos Heating & Cooling, LLC	\$ 114,850.00
26.00	Electrical	Pieper Electric	\$ 374,778.00
31.00	Earthwork, Building and Selective Site Demolition	Soper Sewer & Water	\$ 430,002.00
31 63 36	Rigid Inclusion Ground Improvement	Michels Construction, Inc.	\$ 482,300.00
32.12	Asphalt Paving	Northeast Asphalt, Inc.	\$ 66,455.00
32.16	Site Concrete	Martell Construction Inc.	\$ 23,900.00
32.31	Fencing	Kleen Maintenance Co., LLC, d/b/a Patriot Fence and Construction	\$ 14,978.00
3290	Seeding and Landscaping	Schmalz Custom Landscaping	\$ 26,100.00
33	Site Utilities	De Keyser Construction	\$ 16,100.00
Total Award:			\$6,035,448.00

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Miron Construction Inc., as CmaR, is authorized and directed to execute any and all contract documents on behalf of the City of De Pere as required by the various contract numbers listed above and to award said contracts to each of the qualified contractors as indicated.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of November,

2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Resolution #25-121

Page 3 of 3

Nays: _____

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

*** To be provided upon request ***

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

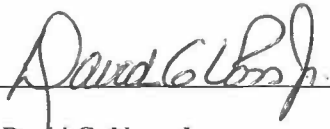
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Nick Mueller

Lead Foreman: Derick Robinson

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: David G. Voss, Jr.

Title: Executive Chairman

Date: 10/15/2025



--- END OF BID FORM ---

BID FORM

00 41 00 -3
Form No. 012 (6/25)

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That MIRON CONSTRUCTION CO., INC.
as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a
municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount
of

Five Percent of Amount bid dollars (\$ 5% of Amount Bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools,
equipment and incidentals necessary to complete the work of Contract 03.30 Building Cast-In-Place Concrete
in accordance with drawings and specifications prepared by the Graef, which
proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be
awarded the contract for said project and Principal shall enter into a contract in accordance with
the BID, then this obligation shall be null and void; otherwise it shall remain in full force and
effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety
to recover any claim hereunder shall be executed within six (6) months from the
date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

Christy Reiland
WITNESS

Rexanne Jensen
WITNESS

MIRON CONSTRUCTION CO., INC.

[Signature]
PRINCIPAL (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Signature]
SURETY (SEAL)
Kelly Cody, Attorney in Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA **all of Green Bay, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of October, 2025



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

*** To be provided upon request ***

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

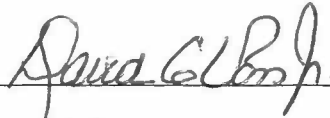
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Nick Mueller

Lead Foreman: Derick Robinson

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: David G. Voss, Jr.

Title: Executive Chairman

Date: 10/15/2025



--- END OF BID FORM ---

BID FORM

00 41 00 -3
Form No. 012 (6/25)

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That MIRON CONSTRUCTION CO., INC.

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Amount bid dollars (\$ 5% of Amount Bid)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 03.41 Precast Concrete Erection in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

Christy Reiland
WITNESS

Kerame Jensen
WITNESS

MIRON CONSTRUCTION CO., INC.

David G. Bosh
PRINCIPAL (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Kelly Cody
SURETY (SEAL)
Kelly Cody, Attorney in Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA **all of Green Bay, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

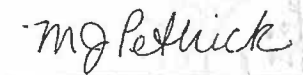
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of October, 2025




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Nimsger Steel Corp
Address: 8705 Frank dr. Minacqua, WI 54548
Telephone Number: 715-356-5919
Contact Person: ROBERT BALY
Email Address: rbally@nimsgersteel.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>05.00</u>	<u>Steel fabrication and erection</u>
_____	_____
_____	_____
_____	_____
_____	_____

Base Bid (In words and figures): Three Hundred Sixty two thousand Dollars
\$ 362,000.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 5,225.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>10/1/25</u>	Addendum #	_____	Dated	_____
Addendum #	<u>2</u>	Dated	<u>10/8/25</u>	Addendum #	_____	Dated	_____

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).	NA	NA
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: PAUL KLAPPA

Lead Foreman: DOUG GELHAUSEN

Bid Form Signatures:

Authorized Signature: Robert L Bally

Printed/Typed Name: ROBERT BALLY

Title: ESTIMATOR

Date: 10-15-25

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Nimsgern Steel Corp.

as Principal, hereinafter called Principal, and Granite Re, Inc.

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

five percent of the amount bid dollars (\$ 5.00%)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 14th day of October, 2025.

In the presence of:

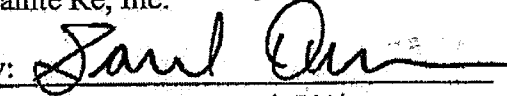

WITNESS


WITNESS
Karla Heffron, Witness

Nimsgern Steel Corp.

By: 
PRINCIPAL (SEAL)

Granite Re, Inc.

By: 
SURETY (SEAL)
Samuel Duchow, Attorney-in-fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU Its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

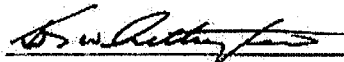
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

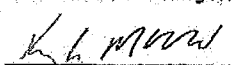
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





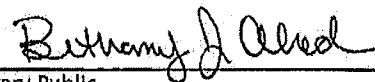
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





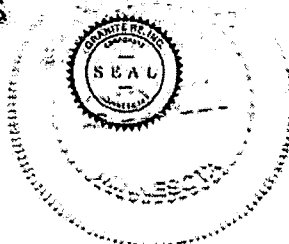
Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14 day of October, 2025





Kyle P. McDonald, Assistant Secretary

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@mironcorp.com
Phone Number: 920.956.6611

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Submitted By:

Company Name: Miron Construction Co., Inc.

Address: 1471 McMahan Drive, Neenah, WI 54956

Telephone Number: 920-969-7000

Contact Person: Mike Voss

Email Address: estimating@miron-construction.com

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
06.00	General Trades

Base Bid (In words and figures):	Two Hundred Seven Thousand Nine Hundred Sixty Five and 00/100	Dollars
	\$ 207,965.00	

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 1,595.00

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum # 1 Dated 09/30/2025 Addendum # 2 Dated 10/07/2025
 Addendum # _____ Dated _____ Addendum # _____ Dated _____

00 41 00 -1
Form No. 012 (6/25)

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	For Standard Fire Extinguishers in lieu of Cartridge	(\$30,320.00)	Deduct
2.	Operated Fire Extinguishers		
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

*** To be provided upon request ***

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

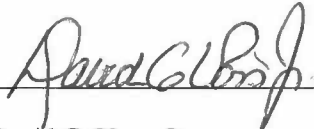
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Nick Mueller

Lead Foreman: Derick Robinson

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: David G. Voss, Jr.

Title: Executive Chairman

Date: 10/15/2025



--- END OF BID FORM ---

BID FORM

00 41 00 -3
Form No. 012 (6/25)

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That MIRON CONSTRUCTION CO., INC.
as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a
municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount
of

Five Percent of Amount bid _____ dollars (\$ 5% of Amount Bid)

for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools,
equipment and incidentals necessary to complete the work of Contract 06.00 General Trades
in accordance with drawings and specifications prepared by the Graef, which
proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be
awarded the contract for said project and Principal shall enter into a contract in accordance with
the BID, then this obligation shall be null and void; otherwise it shall remain in full force and
effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety
to recover any claim hereunder shall be executed within six (6) months from the
date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

Christy Beiland
WITNESS

Rexanne Jensen
WITNESS

MIRON CONSTRUCTION CO., INC.

David G. B. J.
PRINCIPAL (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Kelly Cody
SURETY (SEAL)
Kelly Cody, Attorney in Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA **all of Green Bay, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of October, 2025



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Page 103 of 234

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☐ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

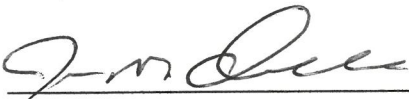
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: _____

Lead Foreman: _____

Bid Form Signatures:

Authorized Signature:  _____

Printed/Typed Name: Jeremy M. Ouellette

Title: General Manager

Date: 10-15-2025

--- END OF BID FORM ---

Please see clarifications attached



Bond Number 2660016

Bid Bond

KNOW ALL BY THESE PRESENTS, That We, NORTHERN METAL & ROOFING CO INC as Principal, and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto City of De Pere as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for _____

DePere Parking Facility - City of DePere, WI / Bid Package #2 Miron Project #250840

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 15 day of October, 20 25

Principal:

NORTHERN METAL & ROOFING CO INC

By: [Signature]

Name Typed: Jeremy Ouellette, General Manager

Title

Witness: [Signature]

**Surety:**

West Bend Insurance Company

By: [Signature]

Name Typed: Karen M Wochos

Title

Witness: [Signature]

Agency Name:

HOMETOWN INS AGENCY OF SHAWANO

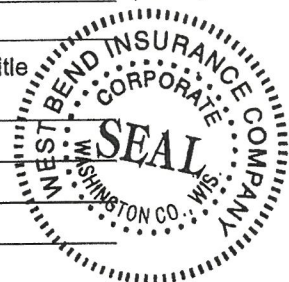
Address:

1207 E GREEN BAY ST

SHAWANO, WI 54166

Phone Number:

(715) 526-6390



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

NB 0192 01 25

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

Page 1 of 1



Bond No. 2660016

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Karen M Wochos

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above Instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin, this 15th day of October, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			NA
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	Add for low iron tempered glass	\$6,983.00	Add
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		NA
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade <u>Glazier</u>	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$126.50	\$189.75
Journeyman	\$126.50	\$189.75
Apprentice	\$126.50	\$189.75

Trade _____	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade _____	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

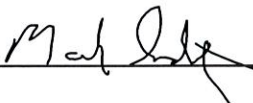
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Eric Verhagen

Lead Foreman: Brady DeValk

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Mark Schultz

Title: VP Glass Division

Date: 10/15/2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Corcoran Glass & Paint, Inc,

as Principal, hereinafter called Principal, and Selective Insurance Company of America,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Three Hundred Six Thousand One Hundred dollars (\$ 306,100) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

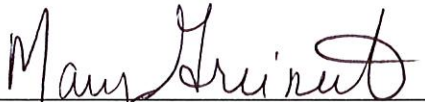
WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract De Pere Parking Facility in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

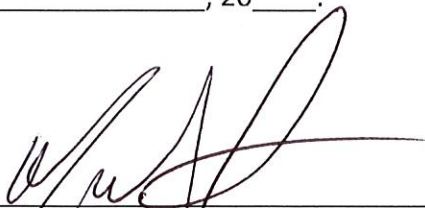
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

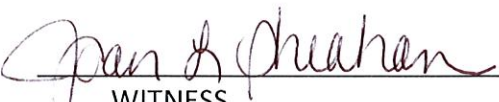
1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 14 day of October, 2025.

In the presence of:


WITNESS


PRINCIPAL (SEAL)


WITNESS


SURETY (SEAL)

Attorney-In-Fact: Nicole Johnson

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Nicole Johnson**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Ten Million Dollars (\$10,000,000.00)**. This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 14th day of October, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines ★



STATE OF NEW JERSEY :

:ss. **Branchville**

COUNTY OF SUSSEX :

On this 14th day of October, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2029
COMMISSION: #2312839

Christine Marie Lawson
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 14th day of October, 2025.

Michael H. Lanza
Michael H. Lanza, SICA Corporate Secretary



SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
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Voluntary Alternates:

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Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

BID FORM

00 41 00 -2
Form No. 012 (6/25)

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: _____

Lead Foreman: _____

Bid Form Signatures:

Authorized Signature: Ryan Paulus 2025.10.15 13:13:52-05'00'

Printed/Typed Name: Ryan Paulus

Title: Estimator

Date: 10-15-25

--- END OF BID FORM ---

BID FORM

00 41 00 -3
Form No. 012 (6/25)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

H.J. Martin & Son, Inc.
320 S Military Ave
Green Bay, WI 54303

SURETY:

(Name, legal status and principal place of business)

West Bend Insurance Company
1900 S 18th Ave
West Bend, WI 53095

OWNER:

(Name, legal status and address)

City of De Pere
335 S. Broadway St.
De Pere, WI 54115

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

De Pere Parking Facility
[Steel Studs/Insulation/Drywall]
De Pere, WI

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of October, 2025.

Sheri Delvaux
(Witness)

H.J. Martin & Son, Inc.
(Principal)



Ellen M. Thyssen
(Title) Corporate Secretary

West Bend Insurance Company
(Surety)

(Seal)

Stacie Schott
Underwriting Assistant (Witness)

Jack Anderson
Jack Anderson, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

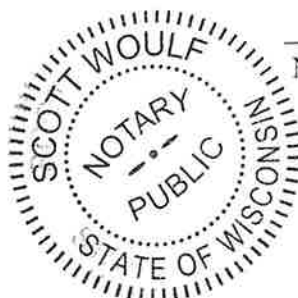
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of WI
County of Brown

On this 15 day of October, in the year 2025, before me personally come(s) Ellen M. Thussen, to me known, who being duly sworn, deposes and says that he/she resides in the City of De Pere, WI that he/she is the Corporate Secretary of the HJ Martin & Son, Inc., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

g m m
Notary Public 6/21/20





Bond No. N/A

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jack Anderson, Rita Jorgenson

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest

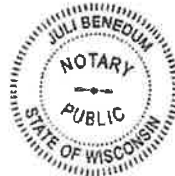
Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 14th day of October, 2025.



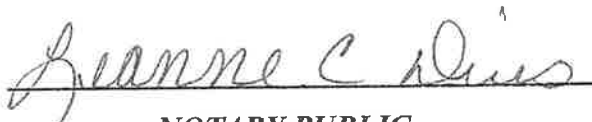
Christopher C. Zwygart
Christopher C. Zwygart
Secretary

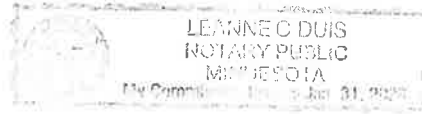
ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 14th day of October, 2025, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **West Bend Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.


NOTARY PUBLIC
My Commission Expires
1/31/2028



SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☐ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$92.00/ hr	\$112.00/hr
Journeyman	\$86.00/hr	\$103.00/hr
Apprentice	\$80.00/ hr	\$94.00/hr

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Adam De Witt

Lead Foreman: Trevor Ernst

Bid Form Signatures:

Authorized Signature: Adam De Witt

Printed/Typed Name: Adam De Witt

Title: Project Manager

Date: 10/13/2025

--- END OF BID FORM ---

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

OMNI GLASS & PAINT, LLC
3530 OMNI DRIVE
OSHKOSH, WI 54904

SURETY:

(Name, legal status and principal place of business)

PENNSYLVANIA INSURANCE COMPANY
10805 OLD MILL ROAD
OMAHA, NE 68154

OWNER:

(Name, legal status and address)

CITY OF DEPERE
335 S. BROADWAY
DE PERE, WI 54115

BOND AMOUNT: FIVE PERCENT (5%) OF TOTAL BID AMOUNT

PROJECT:

(Name, location or address, and Project number, if any)

DEPERE PARKING FACILITY
250 N. WISCONSIN STREET, DEPERE, WI 54115
BID PACKAGE #2

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

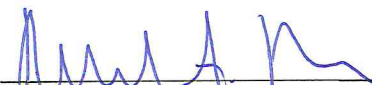
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1ST day of OCTOBER, 2025


(Witness)


(Witness)

RACHEL A. MULLEN

OMNI GLASS & PAINT, LLC

(Principal)


(Title) Executive Asst.

PENNSYLVANIA INSURANCE COMPANY

(Surety)


(Title) SARAH CAMPBELL, ATTORNEY-IN-FACT



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init. AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

051110

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

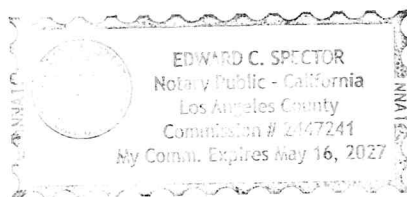
State of California

County of LOS ANGELES

On OCT 01 2025 before me, EDWARD C. SPECTOR, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared SARAH CAMPBELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~it~~ executed the same in ~~his~~/her/~~its~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~its~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Edward C. Spector*
Signature of Notary Public
 EDWARD C. SPECTOR, NOTARY PUBLIC

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

10805 Old Mill Road • Omaha, Nebraska 68154

POWER OF ATTORNEY NO. LOCPAC01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

D. Garcia, Janina Monroe, Rachel A Mullen, Michelle Haase, B. Aleman, Edward C Spector, Ethan Spector, KD Wapato, Jennifer Ochs, Erin Brown, Marina Tapia, Sarah Campbell, Simone Gerhard, Jaren A. Marx, Chase Seyforth, Alysha Mendoza, MB Neely, Sandra Corona

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

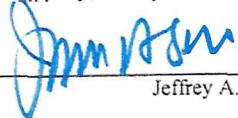
"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

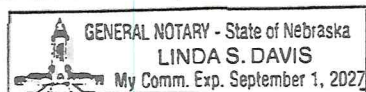
California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

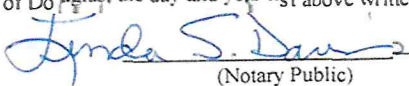
By  Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.




(Notary Public)

I, the undersigned Officer of the **California Insurance Company**, a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company**, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 1st day of October, 2025

 Jeffrey A. Silver, Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Signarama

Address: 743 Vanderperren Way

Telephone Number: 920 393 1100

Contact Person: Ed Schneider

Email Address: eds@signarama-ashwaubenon.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
Estimate 3981	Signage

Base Bid (In words and figures): sixty four thousand seven hundred ninety six and eighty five cents Dollars

\$ 64,796.85

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 0

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>10/15/25</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10/15/25</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$100	\$140
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: _____

Lead Foreman: _____

Bid Form Signatures:

Authorized Signature: Ed Schneider

Printed/Typed Name: Ed Schneider

Title: President

Date: 10/15/25

--- END OF BID FORM ---

October 14, 2025

**TODAY'S FINANCIAL CORP
743 VANDERPERREN WAY
GREEN BAY, WI 54304-5336**

Dear **TODAY'S FINANCIAL CORP**,

We are pleased to present you with this Bid Bond.

Our agency has reviewed your current bid bond need based on the information you have provided to us for this job proposal. If the job is awarded to your company, and final bonds are required, the premium based on the estimated bid amount would be **\$1,788.00**. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Rated A+ (Superior) by the insurance industry credit rating agency AM Best, their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to PARISH INSURANCE AGENCY INC for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

MICHAEL L WHITE
PARISH INSURANCE AGENCY INC

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD162545

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly

Senior Vice President

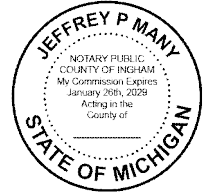
STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029.

Jeffrey P. Many
Jeffrey P. Many

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 14th day of October, 2025.

William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel



Auto-Owners
INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

CONTRACT BOND APPLICATION
(One-Time Bonds Only)

Fax Number: 1-517-327-4827
 Phone Number: 1-800-445-4185 X52570 (MI ONLY)
 1-800-346-0346 X52570 (ALL OTHERS)
contractbonds.und@aoins.com

AGENCY INFORMATIONAgency Name: PARISH INSURANCE AGENCY INC Agency Code: 23-0544-00Producer Name: MICHAEL L WHITE Producer Code: _____Does the agency have Power of Attorney with Auto-Owners? _____ ☐ Yes ☒ No

Bond Type: ☒ Quick Contract Bond ☐ School Bus Bond
 If this is a renewal, what is the bond number? _____

APPLICANT INFORMATIONEntity Type: ☒ Corporation ☐ Joint Venture ☐ LLC ☐ Partnership ☐ IndividualCompany Name: TODAY'S FINANCIAL CORPCompany Mailing Address: 743 VANDERPERREN WAY, GREEN BAY, WI 54304-5336Company Premises Address: 743 VANDERPERREN WAY, GREEN BAY, WI 54304-5336

E-mail Address: _____ Website Address: _____

Phone Number: (920) 393-1100 FEIN: **_***0011 State of Incorporation: WISCONSINType of Work (Electric, Plumbing, Etc.): PREFABRICATED HOUSES, BUILDINGS OR STRUCTURES, FURNISHING AND ERECTING OR ERECTING ONLYHow many years of experience does the contractor have in this type of work? 8What is the monetary value of the largest job completed in the past five years? \$60,000.00What is the total cost to complete your company's work in progress? \$65,000.00Has your company ever been bonded for Bid or Performance & Payment Bonds? _____ ☐ Yes ☒ No

If yes, by what surety company? _____

What is your reason for changing surety companies? _____

Has your company been declined for Bid or Performance & Payment Bonds in the past five years? _____ ☐ Yes ☒ No

If yes, please explain: _____

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? _____

BOND INFORMATION

JOB INFORMATION

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM?..... ☐ Yes ☒ No
IF YES, PLEASE ATTACH A COPY.

Obligee Name: CITY OF DE PERE

Obligee Address: 925 S 6TH ST, DE PERE, WI 54115-1108

Obligee Phone Number: _____ Obligee Fax Number: _____

Job Description: SIGN INSTALLATION

Physical Address of Job: DE PERE WI

Has your company previously operated in this state?..... ☒ Yes ☐ No

Start Date: 10/14/2025 Completion Date: 10/14/2026 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 10/14/2027

For which sector will this job be performed (Federal, Public or Private): Private

BID BOND

Bid Date: 10/14/2025 Bid Amount: \$65,000.00 % of Bid: 5

Invitation Number (if Federal): _____

PERFORMANCE AND PAYMENT BOND

Contract Price: _____ Contract Date: _____ Contract Number (if Federal): _____

Was this job negotiated or bid?_____ If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. _____

\$ _____
2. _____

\$ _____
1. _____

\$ _____
2. _____

\$ _____

SCHOOL BUS BOND

Bond Amount: _____ Term: _____ to _____

Route Number: _____ Personal Net Worth: _____

INDEMNITOR INFORMATION

1. Name: EDWARD SCHNEIDER

Mailing Address: 743 VANDERPERREN WAY, GREEN BAY, WI 54304-5336

Email Address: _____ Social Security Number: ***-**-3938

Phone Number: _____ Business Ownership Percentage: 100.0%

Marital Status: SINGLE Title: PRESIDENT

Name of Spouse: _____ Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

GENERAL COMMENTS

NOTICE TO APPLICANT

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

FRAUD STATEMENTS

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

ALABAMA only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO only: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

FLORIDA only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS only: A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

KENTUCKY only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

OHIO only: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

PENNSYLVANIA only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

TENNESSEE only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VIRGINIA only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

Second, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

Third, that the Company shall have the right, and is hereby authorized but not required:

(a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond;

(b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;

(c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

(1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or

(2) of any breach of the agreements herein contained; or

(3) of the default in discharging such other indebtedness or liabilities when due; or

(4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;

(5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or

(6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:

(a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;

(b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;

(c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;

(d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

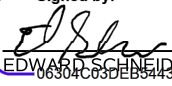
Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

COMPANY INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.

Signed this 14th day of OCTOBER, 2025.

Signed by:

1. 
EDWARD SCHNEIDER, President
06304C03DEB5443...

2. _____

PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners, members and their spouses must sign below.

Signed this 14th day of OCTOBER, 2025.

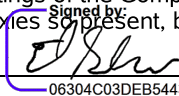
Signed by:

1. 
EDWARD SCHNEIDER
06304C03DEB5443...

2. _____

PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: 
06304C03DEB5443...

10/14/2025 | 3:31 PM CDT

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: BD162545

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, TODAY'S FINANCIAL CORP 743 VANDERPERREN WAY GREEN BAY, WI 54304-5336 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF DE PERE 925 S 6TH ST, DE PERE WI 54115-1108 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for SIGN INSTALLATION

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 14TH day of OCTOBER, 2025.

TODAY'S FINANCIAL CORP

Principal

By _____

Witness



Auto-Owners Insurance Company

Surety

By Niki Conway
Niki Conway Attorney-in-Fact

Susan E. Theisen
Susan E. Theisen Witness



Bond Number BD162545

ACKNOWLEDGEMENT BY SURETY

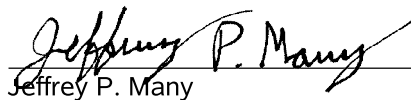
STATE OF MICHIGAN

County of Eaton

On this 14TH day of OCTOBER, 2025, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.




Jeffrey P. Many

Notary Public in the State of Michigan
County of Ingham

JEFFREY P MANY
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY INGHAM
My Commission Expires Jan 26, 2029
Acting in the County of _____

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Certificate Of Completion

Envelope Id: E0EBD766-D222-4700-B431-003C4440BC66

Status: Completed

Subject: Complete with Docusign: Today's Financial Bond.pdf

Source Envelope:

Document Pages: 12

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Mike White

AutoNav: Enabled

mikew@parishinsurance.net

Envelopeld Stamping: Enabled

IP Address: 24.123.87.146

Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original

Holder: Mike White

Location: DocuSign

10/14/2025 3:27:41 PM

mikew@parishinsurance.net

Signer Events

Edward Schneider

eds@signarama-ashwaubenon.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

06304C03DEB5443...

Signature Adoption: Drawn on Device

Using IP Address: 38.52.54.225

Signed using mobile

Timestamp

Sent: 10/14/2025 3:29:48 PM

Viewed: 10/14/2025 3:30:24 PM

Signed: 10/14/2025 3:31:16 PM

Electronic Record and Signature Disclosure:

Accepted: 10/14/2025 3:30:24 PM

ID: b3359dc3-d108-4b27-b8ed-a924ab43a608

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

10/14/2025 3:29:48 PM

Certified Delivered

Security Checked

10/14/2025 3:30:24 PM

Signing Complete

Security Checked

10/14/2025 3:31:16 PM

Completed

Security Checked

10/14/2025 3:31:16 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Parish Insurance Agency (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Parish Insurance Agency:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aj@parishinsurance.net

To advise Parish Insurance Agency of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at aj@parishinsurance.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Parish Insurance Agency

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to aj@parishinsurance.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Parish Insurance Agency

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to aj@parishinsurance.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Parish Insurance Agency as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Parish Insurance Agency during the course of your relationship with Parish Insurance Agency.

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Otis Elevator Company
Address: 2247 Progress Way
Kaukauna, WI 54130
Telephone Number: 920.883.7919
Contact Person: Jon Ollmann
Email Address: jon.ollmann@otis.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>14 21 00</u>	<u>Electric Traction Elevator</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): One Hundred Twenty Thousand Dollars
\$ 120,000

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 1200.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>10/01/25</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10/07/25</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade Elevator Constructors	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$109.75/hr.	\$179.46/hr.
Journeyman	\$102.00/hr.	\$163.96/hr.
Apprentice (Avg.-exact is dependent on year)	\$ 79.69/hr.	\$119.34/hr.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Jon Ollmann

Lead Foreman: Matt Guyette

Bid Form Signatures:

Authorized Signature: _____

Printed/Typed Name: _____

Title: Senior Manager-New Equipment Sales

Date: _____

--- END OF BID FORM ---



October 14, 2025

Jon Ollmann
OTIS ELEVATOR COMPANY
2247 Progress Way
Kaukauna, WI 54130

Re: CITY OF DE PERE
Project: Electric Traction Elevators - De Pere Parking Facility, De Pere, WI
Estimated Contract Price: \$ 125,000.00
Bid Date: 10/15/2025
Surety: SWISS RE LTD

Dear Jon:

Enclosed please find the above captioned bid bond, executed per your request.

It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Anne Potter
Record #3024078

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Otis Elevator Company,
as Principal, hereinafter called Principal, and Swiss Re Corporate Solutions
America Insurance Corporation,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a
municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount
of Five Percent of the Amount Bid dollars (5% of the Amount Bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools,
equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete
Supply Only in accordance with drawings and specifications prepared by the Graef, which
proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

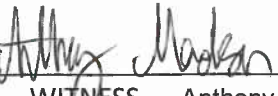
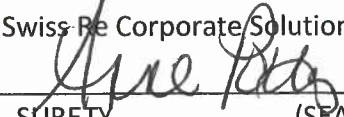
Project Description: Electric Traction Elevators - De Pere Parking Facility, De Pere, WI

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be
awarded the contract for said project and Principal shall enter into a contract in accordance with
the BID, then this obligation shall be null and void; otherwise it shall remain in full force and
effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety
to recover any claim hereunder shall be executed within six (6) months from the
date of this instrument.

Signed and sealed this 14th day of October, 20 25.

In the presence of:

 WITNESS Rosario Luguercio	<u>Otis Elevator Company</u>  PRINCIPAL (SEAL) Frances Rodriguez, Attorney-In-Fact
 WITNESS Anthony Madsen	<u>Swiss Re Corporate Solutions America Insurance Corporation</u>  SURETY (SEAL) Anne Potter, Attorney-In-Fact

SPECIAL POWER OF ATTORNEY

OTIS WORLDWIDE CORPORATION, a Company organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries, and affiliates, (collectively referred to as the "Company"), hereby makes, constitutes and appoints **AON RISK SERVICES NORTHEAST, INC.**, on behalf of certain of its employees as the Company's true and lawful attorneys-in-fact:

Anne Potter
Barbara Pannier
Frances Rodriguez
Francesca Kazmierczak
Jennifer L. Jakaitis
Sandra Diaz
Sandra Winsted
Vilma Gonzales

with full power to execute, seal and deliver on behalf of the Company, surety bonds and documents ancillary thereto issued in the course of the Company's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective December 1, 2021, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **OTIS WORLDWIDE CORPORATION**, as amended or supplemented from time to time, and to bind the Company, thereby as if such writings had been duly executed and acknowledged by officers of the Company.

IN WITNESS WHEREOF, the Company has caused this Special Power of Attorney to be signed by its duly authorized representative this 25 day of February, 2025.

OTIS WORLDWIDE CORPORATION

By: Imelda Suit
Name: Imelda Suit
Title: SVP, Treasury

UNITED STATES OF AMERICA)
STATE OF Connecticut)
COUNTY OF Hartford)

ss: TOWN OF FARMINGTON

On this 25th day of February, 2025, before me, a Notary Public in and for said County and State, personally appeared Imelda Suit, who acknowledged himself to be the SVP, Treasurer of **OTIS WORLDWIDE CORPORATION**, the Company named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes herein contained by signing such document in his capacity as SVP, Treasurer.



Anna Romanowski
Notary Public
ANNA ROMANOWSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
April 30, 2027

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SANDRA DIAZ, DEBRA A. DEMING, PETER HEALY, JENNIFER JAKAITIS, SUSAN A. WELSH, ANNE POTTER, FRANCESCA KAZMIERCZAK,
FRANCES RODRIGUEZ, BEVERLY A. WOOLFORD, VALORIE SPATES, AKLIMA NOORHASSAN, PABLO GARCIA HORCAJO and VILMA GONZALEZ

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of MARCH, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of October, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2024
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	940,032,893
Bonds	1,535,250,095
Common Stock	268,276,053
Other Invested Assets	0
Other Admitted Assets	933,513,489

TOTAL ADMITTED ASSETS 3,677,072,530

LIABILITIES

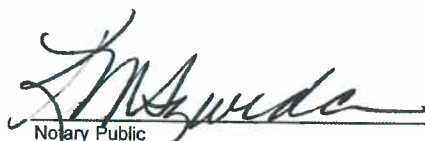
Reserve for Unearned Premiums	278,166,502
Reserve for Losses and Loss Adjustment Expenses	924,477,889
Funds Withheld	251,164,955
Taxes and Other Liabilities	1,014,703,182
Surplus	1,208,560,002

TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS 3,677,072,530

The undersigned, being duly sworn, says: That he is the Senior Vice President of Swiss Re Corporate Solutions America Insurance Corporation, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief, the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2024


David Satory, Senior Vice President
Swiss Re Corporate Solutions America Insurance Corporation

Subscribed and sworn before me,
this 7th day of March 2025.


Notary Public



SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: FIRELINE SPRINKLER LLC
Address: 5036 CLAREMONT DR. APPLETON WI 54913
Telephone Number: 920-841-9180
Contact Person: TRAY HERMSEN
Email Address: TRAY.HERMSEN@FIRELINESPRINKLER.COM

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>21</u>	<u>FIRE PROTECTION.</u>

Base Bid (In words and figures): Forty-Six Thousand, Five Hundred SEVEN Dollars
\$ 46,407.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ \$1,031.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>10-1-25</u>	Addendum #		Dated	
Addendum #	<u>2</u>	Dated	<u>10-8-25</u>	Addendum #		Dated	

BID FORM

00 41 00 -1
Form No. 012 (6/25)

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	USE GALVANIZED PIPE +	\$8,141.00	ADD
2.	Fittings.		
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☐ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM**Labor Rates:**

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade <u>FIRE PROTECTION</u>	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	<u>\$177.00</u>	
Journeyman	<u>\$175.00</u>	
Apprentice	<u>\$125.00</u>	

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: _____

Lead Foreman: _____

Bid Form Signatures:

Authorized Signature: Troy Hermesen

Printed/Typed Name: Troy HERMSEN

Title: SALES EXECUTIVE

Date: 10-15-25

--- END OF BID FORM ---

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fireline Sprinkler, Inc.
315 Badger Drive
Taylor, WI 54659

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Miron Construction
1471 McMahon Drive
Neenah, WI 54956

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Install Standpipe System in Parking Garage

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of October, 2025.

Fireline Sprinkler, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Bayley C. Rewa-Snyder, Attorney-in-Fact

(Witness) Dan Cusenza





Surety Bond No: Bid Bond

Power of Attorney

Principal: Fireline Sprinkler, Inc.
Obligee: Miron Construction

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Bayley C. Rewa-Snyder, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

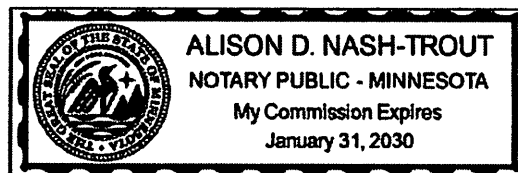


By

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

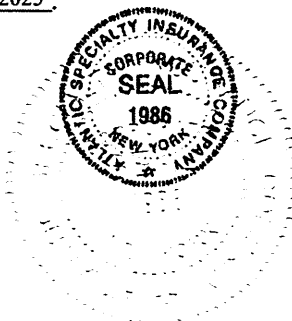


Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 15th day of October, 2025.

This Power of Attorney expires
January 31, 2030



Kara L.B. Barrow, Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: A&J Mechanical Contractors, Inc.

Address: 820 Coronis Way

Telephone Number: 920-366-9334

Contact Person: Clark Wagnitz

Email Address: Clark@ajmci.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>22</u>	<u>Plumbing</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): One Hundred Sixteen Thousand Two Hundred Sixty Two Dollars

\$ 116,262.00 (See attached Proposal GBP100-2025)

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 1,674.17

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>09-30-2025</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10-07-2025</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.	N/A		
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	N/A		
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).	N/A	
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade <u>Plumbing</u>	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$111.82	\$154.24
Journeyman	\$105.89	\$145.35
Apprentice	\$91.82	\$123.83

Trade _____	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade _____	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Clark Wagnitz

Lead Foreman: Paul Nelson

Bid Form Signatures:

Authorized Signature: Clark Wagnitz

Printed/Typed Name: Clark Wagnitz

Title: Senior Project Manager / Estimator

Date: 10-15-2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That A&J Mechanical Contractors, Inc.,

as Principal, hereinafter called Principal, and Old Republic Surety Company

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Bid dollars (\$ 5% of Bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

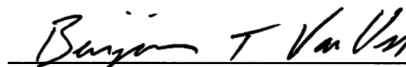
1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:



WITNESS



PRINCIPAL

(SEAL)



WITNESS



SURETY

Attorney-In-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

VICKI R. MEINKE, KATHLEEN SALO, MICHELLE ANDERSON, SHERRY HENDRICKS, BRIANNA R. HAUGE, MARY MEYER,
JOAN SHEAHAN, NICOLE JOHNSON, KERI KASTEIN, DANA LEWIS, SUSAN LOCKWOOD, MICHAEL FEARING,
BROOKE WALL, SARAH SCHUSTER, LYNN OLSON, KARA KEARNEY, OF APPLETON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27TH day of AUGUST, 2025.

OLD REPUBLIC SURETY COMPANY

[Signature]

Assistant Secretary



[Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 27TH day of AUGUST, 2025, personally came before me, Alan Pavlic and Kevin J. Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]
Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24-4064

Signed and sealed at the City of Brookfield, WI this 15th day of October, 2025.

[Signature]
Assistant Secretary

ORSC 22262 (3-06)

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
 1471 McMahon Drive
 P.O. Box 509
 Neenah, WI 54956
 Attention: Nick Mueller
 Email Address: nick.mueller@miron-construction.com
 Phone Number: 920.956.6679

Project: De Pere Parking Facility
 City of De Pere
 De Pere, WI / Bid Package #2
 Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name:

Address: 1717 W Matthew Drive
De Pere WI 54115

Telephone Number: 920/ 338-1818
920/ 217-8282 Cell

Contact Person: Brian Fowle

Email Address: BFowle@EngebosHVAC.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>23.00</u>	<u>HVAC</u>
_____	_____
_____	_____
_____	_____
_____	_____

Note:

Painting of Natural Gas piping by Section 09 91 13
De Pere HVAC Permit of \$12,180 included
(87,000sf x \$.14)

Base Bid (In words and figures): One Hundred Nine Thousand Eight Hundred Fifty Dollars & no/100s

\$ 109,850.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: **ADD** \$ 1,600.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>2025-09-30</u>	Addendum #	_____	Dated	_____
Addendum #	<u>1</u>	Dated	<u>2025-10-07</u>	Addendum #	_____	Dated	_____

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.	5-Year Post Warranty Maintenance Services & Support	\$ 5,000.00	ADD
2.	One payment card-only POF station	No Bid	N/A
3.			
4.	<i>5-Year Post Warranty Maintenance Services & Support August 1st, 2027 thru July 31, 2032 This is for a single Fall P.M. for all scheduled equipment. (Extending Actual Equipment Warranties are not included)</i>		
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			N/A
2.			N/A
3.			N/A

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☐ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).	N/A	N/A
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	HVAC / Sheetmetal	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		\$ 81.38	\$ 114.98
Journeyman		\$ 69.14	\$ 100.25
Apprentice		\$ 62.23	\$ 90.23

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

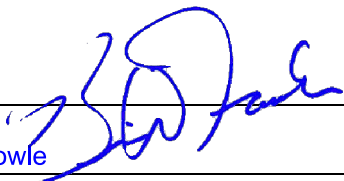
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Matt Kersten / Ryan Hyde

Lead Foreman: Terry Palet

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Brian Fowle

Title: Est/PM

Date: 2025-10-15

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Engebos Heating & Cooling, LLC,

as Principal, hereinafter called Principal, and Merchants National Bonding, Inc.,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent (5%) of Amount Bid dollars (\$5% of Amount Bid) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

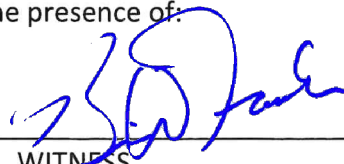
WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

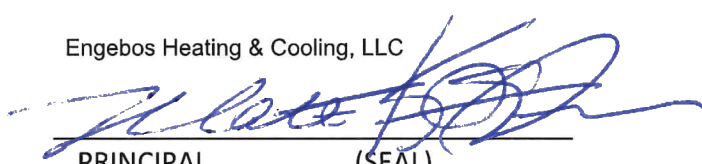
1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:


WITNESS


WITNESS
Gabe Anklam, Account Manager

Engebos Heating & Cooling, LLC

PRINCIPAL (SEAL)

Merchants National Bonding, Inc.

SURETY (SEAL)
Rita Jorgenson, Attorney-in-Fact



ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of WI
County of Brown }

On this 15 day of October, in the year 2025, before me personally come(s)
Matt Kersten, to me known, who being duly sworn, deposes and says that
he/she resides in the City of De Pere that he/she is the President of the
Engebos Heating & Cooling LLC, the corporation described in and
which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Brian Fowle
Notary Public

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

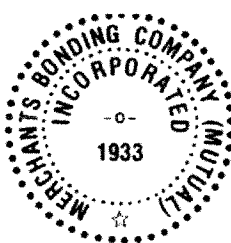
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



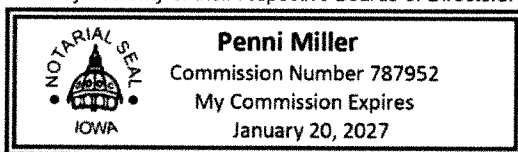
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

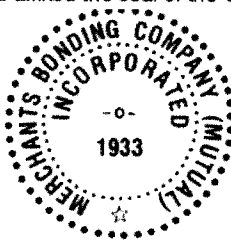


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of October, 2025.



Elisabeth Sandersfeld
Secretary



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

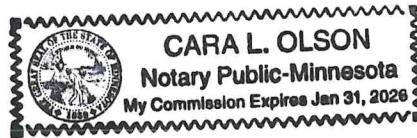
COUNTY OF CHIPPEWA



On this 15th day of October, 2025, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2026



SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Pieper Electric

Address: 731 County Road DDD, Suite 200, Wrightstown

Telephone Number: 920-354-7067

Contact Person: Ben Misikin

Email Address: Ben.Misikin@Pieperpower.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>26.00</u>	<u>Electrical</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): three hundred sixty-seven thousand seven hundred seventy-seven and seventy-seven hundredths Dollars

\$ 367,777.77

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 3,677

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>9/30/2025</u>	Addendum #	<u>2</u>	Dated	<u>10/15/2025</u>
Addendum #	<u> </u>	Dated	<u> </u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.	additional five year warranty	\$7,000	ADD
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	Wireless Area Controllers in Lieu of Independent	\$9,000	Deduct
2.	Generator Relocation	\$10,000	Deduct
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	Electrical	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		\$110.00	\$132.00
Journeyman		\$97.00	\$122.00
Apprentice		\$78.00	\$91.00

Trade		ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman			
Journeyman			
Apprentice			

Trade		ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman			
Journeyman			
Apprentice			

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Ben Misikin

Lead Foreman: Josh Coonen

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Ben Misikin

Title: Project Manager

Date: 10/15/2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That PIEPER ELECTRIC, INC.

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Amount bid dollars (\$ 5% of amount bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of BP #2 De Pere Parking Facility - Electrical Work in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

PIEPER ELECTRIC, INC.

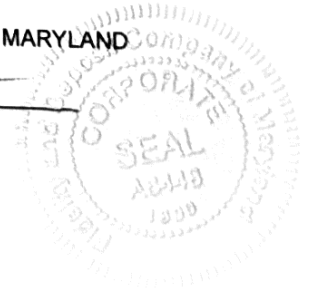
WITNESS

PRINCIPAL (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Joe Anhalt
WITNESS

Trudy A. Szalewski
SURETY (SEAL)
Trudy A. Szalewski, Attorney in Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Kelly CODY, Brian KRAUSE, Roxanne JENSEN, Trudy A. SZALEWSKI, Jeffrey S. MOORE, Marc SACIA of Green Bay, Wisconsin**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 03rd day of March, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 03rd day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

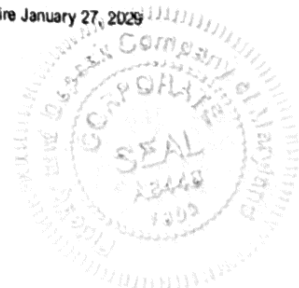
Genevieve M. Maison
Notary Public

My Commission Expires January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@mironcorp.com
Phone Number: 920.956.6611

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Submitted By:

Company Name:	<u>Soper Sewer and Water LLC.</u>
Address:	<u>3420 Jackson Street</u>
Telephone Number:	<u>(920)233-4869</u>
Contact Person:	<u>Matt Marcks</u>
Email Address:	matthewm@sopercompanies.com

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
31.00	Earthwork and Selective Site Demolition

Base Bid (In words and figures): Four Hundred Thirty Thousand Two Dollars Dollars

\$ 430,002.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 6,992.00

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>9.30.25</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10.7.25</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).	\$75.00	
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade Operators	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$139.00	\$171.00
Journeyman	\$125.00	\$154.00
Apprentice	\$108.00	\$137.00

Trade Laborers	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$139.00	\$171.00
Journeyman	\$120.00	\$145.00
Apprentice	\$95.00	\$119.00

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

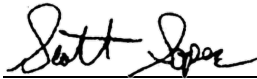
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Matt Marcks

Lead Foreman: TBD

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Scott Soper

Title: Owner/President

Date: 10/15/2025

--- END OF BID FORM ---



10/14/2025

SOPER SEWER AND WATER LLC
3420 Jackson Street, Ste A
Oshkosh, WI 54901

Enclosed please find the attached bond(s) executed per your request.

It is your responsibility to carefully review the bond(s) prior to execution to verify they have been presented on the correct form with the appropriate name(s), bond amounts and dates, and to ensure the bond(s) conform with your needs and instructions to us and provide the appropriate terms to all parties. Any discrepancies, deficiencies or modifications must immediately be brought to our attention in writing. Failing such advice to us, you understand we will have no liability for any deficiencies or discrepancies in or required modifications to the bond(s).

By affixing your signature, executing and providing this bond(s) to the obligee you are verifying and, we will justifiably assume, the bond(s) has been issued correctly with the best interests and requirements of all parties being properly considered.

Sincerely,

J. Ryan Bonding, Inc.



October 14, 2025

Contractor Fax (920)000-0000

Website jryanbonding.com

P.O. Box 465, Hudson WI 54016-0465

Phone 800-535-0006 Fax 715-377-8231

SOPER SEWER AND WATER LLC
3420 Jackson Street, Ste A
Oshkosh, WI 54901

Bid Bond Results Form

DO NOT PUT THIS PAGE WITH YOUR BID-COMplete AND FAX OR EMAIL BACK TO J.RYAN BONDING, INC.

Your Bid Bond is attached. Be sure to **SIGN** your Bid Bond.

It may need to be notarized. If you have any questions, please call.

Project Owner: City of De Pere

Bid Date: 10/15/2025

Project Name: De Pere Parking Facility

Approximate Bid Amount: \$450,000.00

*****IMPORTANT***** If your bid is over 10% of your estimate, you **MUST** call us for approval.

PLEASE LIST THE FIRST THREE BIDDERS WHEN KNOWN AND RETURN VIA FAX OR EMAIL

Bid Security

GR34820

Contractor's Name

Amount

Bid Bond

Check

Low _____ \$ _____

☐☐

2nd _____ \$ _____

☐☐

3rd _____ \$ _____

☐☐

Your Bid If Not Listed Above \$ _____

Comments: _____

By _____ Phone _____ Date _____

PLEASE RETURN TO J.RYAN BONDING BY FAX, EMAIL (bidbonds@jryanbonding.com)

J. Ryan Fax: (715) 377-8231

THANK YOU

RETURNED VIA: email

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Soper Sewer and Water LLC,

as Principal, hereinafter called Principal, and Granite Re, Inc.,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Amount Bid dollars (\$ 5%)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

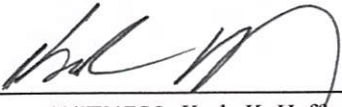
WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 14th day of October, 2025.

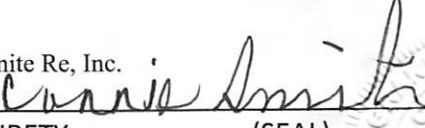
In the presence of:

WITNESS


WITNESS Karla K. Heffron

Soper Sewer and Water LLC
By: _____

PRINCIPAL (SEAL)

Granite Re, Inc.
By: 

SURETY (SEAL)
Connie Smith, Attorney-in-Fact



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

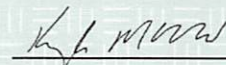
MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





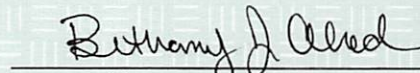
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

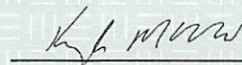
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14th day of October, 2025.





Kyle P. McDonald, Assistant Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Michels Construction, Inc.

Address: 210 W Becher St, Suite 800, Milwaukee, WI 53207

Telephone Number: (414) 290-1920

Contact Person: Colin Taylor

Email Address: cetaylor@michels.us

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>31 63 36</u>	<u>Rigid Inclusion Ground Improvement</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): Four hundred and eighty two thousand and three hundred Dollars

\$ 482,300

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 4,823

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>09/30/2025</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10/07/2025</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.	Rigid Inclusions for Slab on Grade	\$305,000	ADD
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Colin Taylor

Lead Foreman: TBD

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Colin Taylor

Title: Project Manager

Date: October 15, 2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Michels Construction, Inc.,
as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Oblige, hereinafter called City, in the amount of

Five Percent of Amount Bid dollars (\$ 5%)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 3.4 Precast Concrete Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

Diane Cairney
WITNESS

Michels Construction, Inc.

Josh Sul
PRINCIPAL (SEAL)



Haley Pflug
WITNESS

Liberty Mutual Insurance Company

Heather R. Goedtel
SURETY (SEAL)



Heather R. Goedtel, Attorney-in-Fact

Acknowledgment of Corporate Surety

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

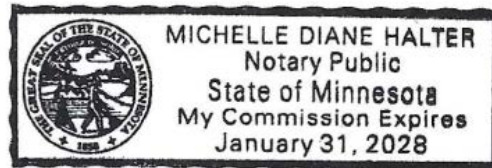
On this 15th day of October, 2025 before me appeared
Heather R. Goedtel, to be known,

who being by me duly sworn did say that she is the aforesaid Attorney-in-Fact of the
Liberty Mutual Insurance Company

a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Michelle Diane Halter
Notary Public Signature

(Notary Seal)





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213516-190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohliger; Brian D. Carpenter; Charles Draper; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hecker; Kelly Nicole Enghausen; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer; Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name:

Northeast Asphalt, Inc.

Address:

1524 Atkinson Dr., Green Bay, WI 54303

Telephone Number:

920-494-0543

Contact Person:

Dave Reichwald

Email Address:

dreichwald@walbecgroup.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
32.12	Asphalt Paving

Base Bid (In words and figures):

Sixty-Six Thousand Four Hundred Fifty-Five

Dollars

\$ 66,455.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 1,275.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum # 1

Dated 9/30/2025

Addendum #

Dated

Addendum # 2

Dated 10/7/2025

Addendum #

Dated

SECTION 00 41 00 - BID FORM**Mandatory Alternates:**

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	TBD	
Journeyman	TBD	
Apprentice	TBD	

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager:

Dave Reichwald

Lead Foreman:

TBD

Bid Form Signatures:

Authorized Signature:

DocuSigned by:
Taylor Tauer
EFAC1837DB28494...

Printed/Typed Name:

Taylor Tauer

Title:

Agent

Date:

October 15, 2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That NORTHEAST ASPHALT, INC.

as Principal, hereinafter called Principal, and WESTERN SURETY COMPANY

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Amount bid dollars (\$ 5% of Amount Bid)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract 32.14 Asphalt Paving Supply Only in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 20 25.

In the presence of:

Chelsea Navinska
WITNESS

Roxanne Jensen
WITNESS

NORTHEAST ASPHALT, INC.

Taylor Tauer
PRINCIPAL (SEAL) TAYLOR TAUER, AGENT

WESTERN SURETY COMPANY

Kelly Cody
SURETY (SEAL)

Kelly Cody, Attorney in Fact

Corporate Seal not required
pursuant to § 180.0120 3(c)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly Cody, Roxanne Jensen, Marc Sacia, Individually of Green Bay, Wisconsin
Trudy A. Szalewski, Brian Krause, Individually of Milwaukee, Wisconsin**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of May, 2023.



WESTERN SURETY COMPANY

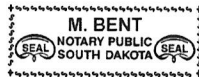
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of October, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**CERTIFICATE OF CORPORATE RESOLUTION
PART OF THE MINUTES OF MEETING OF DIRECTORS**

RESOLVED, that Kurt Bechthold, Mark E. Filmanowicz, Brian Endres, David L. Bechthold, John C. Bartoszek, Brian Enders, Monica Elles, Linda Pawlak, Bridget Kraus, Christopher Urech, Andrew Schmidt, Charles E. Bechthold, Cecilia McCormack, Jake Brucker, Jon Wurzer, Nicholas Ebert, Peter Kozak, Ric Szalewski, Steven Higgins, Taylor Tauer, and Jeremy Barron shall have the authority to sign all contracts for and within the State of Wisconsin and on behalf of Northeast Asphalt, Inc.

I, Mark E. Filmanowicz, do hereby certify that I am the duly elected and qualified Secretary and the custodian of the records of Northeast Asphalt, Inc., a corporation organized and existing under and by virtue of the laws of the State of Wisconsin; that the foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation convened and held in accordance with the law and the bylaws of said corporation on the 11th day of March 2025, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have signed my name this 15 day of October, 2025.



Mark E. Filmanowicz, Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Martell Construction Inc

Address: 1220 Hurlbut Street, Green Bay, WI 54303

Telephone Number: 920-468-8071

Contact Person: Matt Ovans

Email Address: movans@martellco.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>32.16</u>	<u>Site Concrete</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): Twenty Three Thousand Nine Hundred Dollars and 00/100 Dollars

\$ 23,900.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ \$1,200.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>9-30-25</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10-7-25</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Matt Ovans

Lead Foreman: Mike Martell

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Matt Ovans

Title: Vice President

Date: 10-15-25

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That MARTELL CONSTRUCTION, INC.

as Principal, hereinafter called Principal, and MERCHANTS BONDING COMPANY (MUTUAL)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five Percent of Amount bid dollars (\$ 5% of Amount Bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract De Pere Parking Facility
in accordance with drawings and specifications prepared by the Graef, which
proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

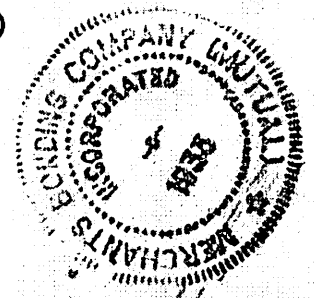
Michelle Phillips
WITNESS

Roxanne Jensen
WITNESS

MARTELL CONSTRUCTION, INC.

Math Evans, V.P. (SEAL)
PRINCIPAL
MERCHANTS BONDING COMPANY (MUTUAL)

Kelly Cody (SEAL)
SURETY
Kelly Cody, Attorney in Fact



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian Krause; Kelly Cody; Roxanne Jensen; Trudy A Szalewski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

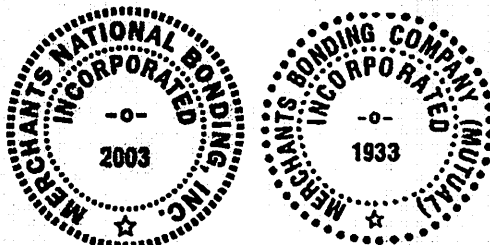
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July 2024.



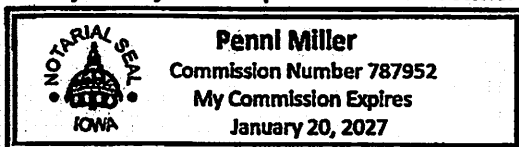
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

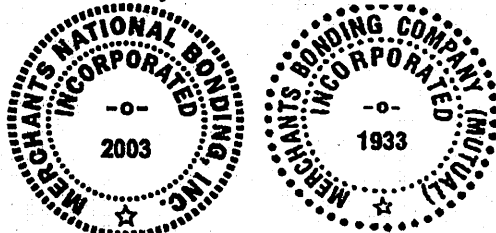
On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of October 2025



Elisabeth Sandersfeld
Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Kleen Maintenance Co LLC dba Patriot Fence and Construction

Address: PO BOX 596 Sussex, WI 53089

Telephone Number: 262-521-0029

Contact Person: Jae Biehl

Email Address: jae@patriotfencing.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>32.31</u>	<u>Fencing</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Base Bid (In words and figures): Fourteen Thousand Nine Hundred Seventy-Eight and 00/100 Dollars
\$ 14,978.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ \$300.00

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>9/30/2025</u>	Addendum #	<u> </u>	Dated	<u> </u>
Addendum #	<u>2</u>	Dated	<u>10/7/2025</u>	Addendum #	<u> </u>	Dated	<u> </u>

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade Fencing	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$125.00	\$125.00
Journeyman	\$125.00	\$125.00
Apprentice	\$125.00	\$125.00

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: _____

Lead Foreman: _____

Bid Form Signatures:

Authorized Signature:  _____

Printed/Typed Name: Sabrina Dyba

Title: Office Admin & Estimating Assistant

Date: 10/15/2025

--- END OF BID FORM ---

Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

KLEEN MAINTENANCE CO. LLC DBA
PATRIOT FENCE AND CONSTRUCTION
LLC
926 Silvernail Road
Pewaukee, WI 53072

Bid Bond No. FED07376

SURETY:

(Name, legal status and principal
place of business)

GRANITE RE, INC.
14001 Quallbrook Drive
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of De Pere
335 S Broadway
De Pere, WI 54115

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

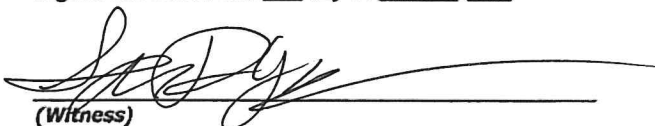
(Name, location or address, and Project number, if any)
De Pere Parking Facility

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

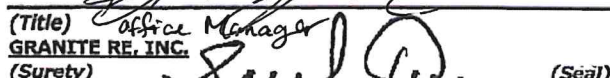
Signed and sealed this 15th day of October, 2025


(Witness)


(Witness) Karla Heffron

KLEEN MAINTENANCE CO. LLC DBA PATRIOT FENCE AND
CONSTRUCTION LLC

(Principal)  (Seal)

(Title) Office Manager
GRANITE RE, INC.
(Surety)  (Seal)

(Title) Samuel Duchow, Attorney-in-Fact

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

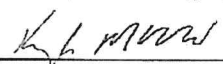
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

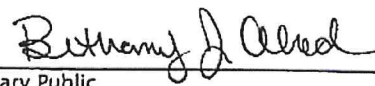


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Notary Public

GRANITE RE, INC.
Certificate

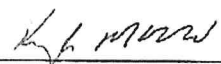
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

15 day of October, 2025





Kyle P. McDonald, Assistant Secretary

SECTION 00 41 00 - BID FORM

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@miron-construction.com
Phone Number: 920.956.6679

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Date and Time: 10/15/2025 @ 2:00pm CST

Bid Submitted By:

Company Name: Schmelz Custom Landscaping
Address: W2484 CR KK Appleton
Telephone Number: 920 733 8223
Contact Person: Nick Schmelz
Email Address: nick@schmelzlandscaping.com

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
<u>3290</u>	<u>Seed + Landscape</u>

Base Bid (In words and figures): Twenty six thousand one hundred Dollars
\$ 26,100

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 375

Addenda:

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum #	<u>1</u>	Dated	<u>10-1</u>	Addendum #	<u>1</u>	Dated	<u>1</u>
Addendum #	<u>2</u>	Dated	<u>10-8</u>	Addendum #		Dated	

BID FORM

00 41 00 -1
Form No. 012 (6/25)

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.	—		—
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.	Substitute Stone For Blue-gray	\$2,200	Deduct
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☒ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).		—
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade <u>Landscape</u>	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	81.50	122.25
Journeyman	↓	↓
Apprentice	↓	↓

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: Nick Schmalz

Lead Foreman: Lon Vander Velden

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Nick Schmalz

Title: Owner

Date: 10/15/2025

--- END OF BID FORM ---

SECTION 00 43 13

CITY OF DE PERE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That Schmalz Custom Landscaping, Inc.,

as Principal, hereinafter called Principal, and Swiss Re Corporate Solutions America Insurance Corporation,

as Surety, hereinafter called Surety, are held and firmly bound unto the City of De Pere, a municipal corporation of the State of Wisconsin, as Obligee, hereinafter called City, in the amount of

Five percent of amount bid dollars (\$ 5% of amount bid)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presence.

WHEREAS, Principal has made a proposal to the City for furnishing all materials, labor, tools, equipment and incidentals necessary to complete the work of Contract Parking Facility
in accordance with drawings and specifications prepared by the Graef, which proposal is by reference made a part hereof, and is hereinafter referred to as the BID.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall be awarded the contract for said project and Principal shall enter into a contract in accordance with the BID, then this obligation shall be null and void; otherwise it shall remain in full force and effect, provided that:

1. The liability of Surety shall in no event exceed the penalty of this bond.
2. Any suits at law or proceedings, in equity brought or to be brought against Surety to recover any claim hereunder shall be executed within six (6) months from the date of this instrument.

Signed and sealed this 15th day of October, 2025.

In the presence of:

Schmalz Custom Landscaping, Inc.

WITNESS

Kelly Cook

WITNESS

PRINCIPAL (SEAL)

Swiss Re Corporate Solutions America Insurance Corporation

Roxanne Jensen

SURETY (SEAL)

Roxanne Jensen, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TRUDY SZALEWSKI, KELLY CODY, ROXANNE JENSEN, and BRIAN KRAUSE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of October, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

To: Miron Construction Co., Inc.
1471 McMahon Drive
P.O. Box 509
Neenah, WI 54956
Attention: Nick Mueller
Email Address: nick.mueller@mironcorp.com
Phone Number: 920.956.6611

Project: De Pere Parking Facility
City of De Pere
De Pere, WI / Bid Package #2
Miron Project # 250840

Bid Submitted By:

Base Bid Summary:

In compliance with the Advertisement for Bids, the undersigned hereby proposes to furnish and perform all work necessary for the completion of the listed Contract for the City of De Pere Parking Structure, in strict accordance with the Specifications and the Drawings mentioned therein, as prepared by the Architect, Graef, 275 West Wisconsin Ave, Suite 300, Milwaukee, WI 53203 dated 9/16/2025. Our bid is for the following:

Contract #	Description
33	Site Utilities

Base Bid (In words and figures): Sixteen Thousand One Hundred Dollars

\$ 16,100.00

Addition to Base Bid if 100% Performance and Payment Bond is Required: ADD \$ 3%

The following Addenda are acknowledged and modifications noted therein have been incorporated into the Bid.

Addendum # 1 Dated 9-30-25 Addendum # 2 Dated 10-07-25
 Addendum # _____ Dated _____ Addendum # _____ Dated _____

SECTION 00 41 00 - BID FORM

Mandatory Alternates:

The following items may be added or deducted from the Base Bid. Alternates will be considered add alternates if not noted otherwise. Alternates left blank will be considered no change in cost to this bid proposal.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Voluntary Alternates:

Contractors are encouraged to suggest voluntary alternates or value engineering ideas. These items may be considered in the evaluation of bids. Provide description and cost impacts in space provided. Attach additional information as required to properly evaluate their inclusion into the project. Include anticipated impacts to other trades work in an attached narrative, if applicable.

Alt. No.	Description	Amount	Add/Deduct
1.			
2.			
3.			

Insurance Requirements:

Contractor has read and agrees to conform with the insurance requirements for the Project as required per Specification Section 00 73 16 – Insurance Requirements.

☐ Yes, the Insurance Requirements are met and are included in the base bid value.

Unit Prices:

Unit prices shall include all costs for materials, labor, installation, equipment, taxes, overhead, and profit. Significant changes to the Contractor's scope may be negotiated on an individual basis.

Unit Price	Description	Add	Deduct
1.	Removal and replacement of unsuitable soil with engineered fill. (\$/CY).	\$58.00	
2.			
3.			
4.			

SECTION 00 41 00 - BID FORM

Labor Rates:

Provide labor rates below for each applicable trade. Rates should be inclusive of all base wages, fringes, benefits, per diems, travel costs, and markups.

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman	\$90.00	\$135.00
Journeyman	\$89.00	\$133.50
Apprentice	\$84.00	\$127.50
	\$82.00	\$121.50

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Trade	ST Rate (\$/hr)	OT Rate (\$/hr)
Foreman		
Journeyman		
Apprentice		

Schedule of Work:

Time is of the essence. Contractor agrees to commence and complete the work in a timely fashion as indicated on the master project schedule. Within five (5) working days of award, Contractor shall provide Miron a complete list of long lead items, submittal schedule, fabrication durations and installation durations for incorporation into the detailed project schedule.

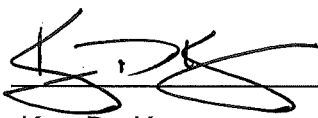
Key Project Personnel:

For contracts in excess of \$100,000, Contractor shall identify the names of their key personnel who will be assigned to the project.

Project Manager: TBD

Lead Foreman: TBD

Bid Form Signatures:

Authorized Signature: 

Printed/Typed Name: Kurt De Keyser

Title: President

Date: 10-15-25

--- END OF BID FORM ---



Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:

(Name, legal status and address)

De Keyser Construction Company, Inc
480 N. Northview Road
Green Bay, WI 54311

SURETY:

(Name, legal status and principal place
of business)

Old Republic Surety Company
18650 W. Corporate Drive, Suite 107
Brookfield, WI 53045

OWNER:

(Name, legal status and address)

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

BOND AMOUNT:

Five Percent of Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

De Pere Parking Garage

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14

day of October, 2025

(Witness)

(Witness)

(Contractor as Principal)

(Title)

(Surety)

Attorney-In-Fact: Nicole Johnson

(Title)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

VICKI R. MEINKE, KATHLEEN SALO, MICHELLE ANDERSON, SHERRY HENDRICKS, BRIANNA R. HAUGE, MARY MEYER, JOAN SHEAHAN, NICOLE JOHNSON, KERI KASTEIN, DANA LEWIS, SUSAN LOCKWOOD, MICHAEL FEARING, BROOKE WALL, SARAH SCHUSTER, LYNN OLSON, KARA KEARNEY, OF APPLETON, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds). as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 27TH day of AUGUST, 2025.

[Signature]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 27TH day of AUGUST, 2025, personally came before me, Alan Paylic and Kevin J Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature]

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24-4064



Signed and sealed at the City of Brookfield, WI this 14 day of October, 2025.

[Signature]

Assistant Secretary

VIZANCE INC



DePere Parking Facility

Bid Date: 10/15/2025 (Updated 10/29/2025)

Section Description	Subcontractor	Bid Day
--- Base Estimate ---		
Cast In Place Concrete	Miron Construction	\$ 2,223,158
Precast Concrete Material (Previously Awarded In BP #1)	Wells	\$ 1,787,579
Precast Concrete Erection	Miron Construction	\$ 995,614
Steel Fabrication and Erection	Nimsgern Steel	\$ 362,000
General Trades	Miron Construction	\$ 207,965
Roofing	Northern Metal & Roofing	\$ 44,000
Caulking	Allowance	\$ 124,500
Aluminum Windows, Entrances, Glass/Glazing	Corcoran Glass & Paint	\$ 232,852
Gypsum Board Systems	H.J. Martin & Sons	\$ 22,212
Painting	Omni Glass & Paint	\$ 50,718
Signage	Signarama Green Bay	\$ 64,797
Parking Access and Revenue Control System (PARCS)	Allowance	\$ 148,200
Elevators	Otis Elevator Company	\$ 120,000
Fire Suppression	Fireline	\$ 46,407
Plumbing	A&J Mechanical	\$ 116,262
HVAC	Engelbos	\$ 114,850
Electrical	Pieper Electric	\$ 374,778
Earthwork, Building and Selective Site Demolition	Soper Sewer & Water	\$ 430,002
Rigid Inclusion Ground Improvement	Michels Corporation	\$ 482,300
Asphalt Paving	Northeast Asphalt	\$ 66,455
Site Concrete	Martell Construction	\$ 23,900
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Seeding and Landscaping	Schmalz Landscaping	\$ 26,100
Site Utilities	De Keyser Construction	\$ 16,100
--- Base Estimate --- Total		\$ 8,095,727
Bronze Storefront in lieu of Anodized Aluminum	Allowance	\$ 9,526
Subtotal		\$ 8,105,253
General Conditions		\$ 297,000
General Requirements		\$ 159,097
Winter Conditions / Temp Heat & Enclosure		\$ 75,000
Dewatering Allowance		\$ 100,000
Rigid Inclusion Testing Allowance		\$ 30,000
Building Permit (Based on Value)	Allowance	\$ 24,316
Subtotal		\$ 8,790,666
Insurance Requirements	0.65%	\$ 57,139
Builder's Risk	0.08%	\$ 7,033
Reproduction Expenses	Allowance	\$ 3,000
Design / Estimating Contingency	0.00%	\$ -
Construction Manager's Contingency	5.00%	\$ 439,533
Collaboration Software	0.15%	\$ 13,406
Subtotal		\$ 9,310,777
Reimbursables		\$ -
Site Survey & Layout		\$ -
Special Site Permitting, (Wells, Air, Environmental) (N.I.C.)		\$ -
Geotechnical Investigation (N.I.C.)		\$ -
Subtotal		\$ 9,310,777
Preconstruction Fee		\$ -
Construction Fee	2.50%	\$ 232,769
Project Construction Subtotal		\$ 9,543,546
Inflation	0.00%	\$ -
Construction Total with Inflation Factor		\$ 9,543,546
Performance and Payment Bond	0.80%	\$ 76,348
Construction Total		\$ 9,619,894
Design Fee	0.00%	\$ -
Hazardous Materials Abatement	NIC	\$ -
Owner FFE	NIC	\$ -
Grand Total		\$ 9,619,894



Request for Common Council Action

MEETING DATE: November 4, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Resolution #25-122 Authorizing an Amendment to the Contract for Construction Manager at Risk (CMaR) with Miron Construction regarding the Guaranteed Maximum Price in connection with the Public Parking Ramp on Parcel ED-875, 230 North Wisconsin, De Pere, Wisconsin.
RECOMMENDED ACTION: Motion to Approve.

On July 15, 2025, the Council authorized the execution of a contract with Miron Construction for Construction Manager at Risk (CMaR) for a public parking ramp at 230 N Wisconsin St. The CMaR agreement and bid-phase scope of services refer to the issuance of a Guaranteed Maximum Price (GMP) as an amendment to the previously awarded CMaR contract. The GMP is intended in part to summarize the estimate of the cost of construction attributable to further development consistent with contract documents and reasonable associated inferences, including contingency items and fees.

This attached GMP amendment is based on the updated construction bid documents and specifications received as part of the bid materials located with the previous agenda item (11) authorizing Miron Construction to award construction contracts, along with reasonably inferred contingency items. Also included in your packet is a previous memo further explaining the CMaR method and GMP delivery.

ATTACHMENTS:

Reso25-122, AIA Document A133-2019 Exhibit A (Unsigned), CMaR Memo-July 2025

RESOLUTION #25-122

AUTHORIZING AMENDMENT TO CONTRACT FOR CONSTRUCTION MANAGER AT RISK WITH MIRON
CONSTRUCTION CO., INC. REGARDING GUARANTEED MAXIMUM PRICE
(Public Parking Garage; Parcel ED-875, 230 North Wisconsin Street)

WHEREAS, Resolution #25-77 authorized Miron Construction Co., Inc. (Miron) to perform Construction Manager at Risk (CMaR) services for the design and construction of a public parking garage on City-owned Parcel No. ED-875 at 230 North Wisconsin Street; and

WHEREAS, the CMaR agreement and bid-phase scope of services refer to the issuance of a Guaranteed Maximum Price (GMP) as an amendment to the previously awarded contract; and

WHEREAS, the GMP amendment is based upon the updated construction bid documents and specifications received to date as part of the bid materials and is intended to summarize the estimate of the cost of construction attributable to further development consistent with contract documents and reasonable associated inferences, including contingency items and fees to establish a Guaranteed Maximum Price.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager and City Clerk are authorized and directed to execute the AIA Document A133-2019 Exhibit A Guaranteed Maximum Price Amendment as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 4th day of November, 2025.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 28th day of October in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 4th day of March in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

City of De Pere Public Parking Garage
De Pere, WI 54115

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Miron Construction Co., Inc.
1471 McMahon Drive
Neenah, WI 54956

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Nine Million Six Hundred Nineteen Thousand Eight Hundred and Ninety-Four dollars (\$ 9,619,894), subject to additions and deductions by Change Order as provided in the

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1431984488)

Contract Documents. All activities/items are considered lump sum value with the exception of the items identified in Article A.3.1.5.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Exhibit 1 – Cost Summary

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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User Notes:

(1431984488)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: July 29, 2026 and final completion by August 31, 2026.

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Addendum No. 01	September 30, 2025	63
	Addendum No. 02	October 7, 2025	24

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Exhibit 2

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Exhibit 3

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Init.

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User Notes:

(1431984488)

Item	Price
Caulking	\$124,500
Parking Access and Revenue Control System (PARCS)	\$148,200
Bronze Storefront in lieu of Anodized Aluminum	\$9,526
General Requirements	\$159,097
Winter Conditions / Temp Heat & Enclosure	\$75,000
Dewatering	\$100,000
Rigid Inclusion Testing	\$30,000
Building Permit	\$24,316
Reproduction Expenses	\$3,000
Construction Manager's Contingency	\$439,533

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

 Tim Kippenhan, President
(Printed name and title)

Init.

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User Notes:

(1431984488)

EXHIBIT 1

 DePere Parking Facility Bid Date: 10/15/2025 (Updated 10/29/2025)		
Section Description	Subcontractor	Bid Day
-- Base Estimate --		
Cast In Place Concrete	Miron Construction	\$ 2,223,158
Precast Concrete Material (Previously Awarded In JBP #1)	Wells	\$ 1,787,579
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Construction Total with Inflation Factor		\$ 9,543,546
Performance and Payment Bond	0.80%	\$ 76,348
Construction Total		\$ 9,619,894
Design Fee	0.00%	\$ -
Hazardous Materials Abatement	NIC	\$ -
Owner FFE	NIC	\$ -
Grand Total		\$ 9,619,894

EXHIBIT 2

SECTION 00 01 10 TABLE OF CONTENTS

ALL SPECIFICATIONS BY GRAEF UNLESS NOTED OTHERWISE (MIRON, CITY OF DE PERE, ETC) PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 01 10 - Table of Contents
- B. 00 11 13 - Advertisement for Bid (Miron)
- C. 00 21 13 - Instructions to Bidders (Miron)
- D. 00 21 13.10 - Master Purchase Agreement (Miron)
- E. 00 21 13.20 - Master Subcontract Agreement (Miron)
- F. 00 21 13.25 - Master Professional Services Agreement (Miron)
- G. 00 31 13.30 - Project Specific Agreement (Miron)
- H. 00 21 13.40 - Project Specific Purchase Agreement (Miron)
- I. 00 21 13.50 - Project Specific Professional Services Agreement (Miron)
- J. 00 24 13 - Scope of Bids (Miron)
- K. 00 31 13 - Scheduling and Sequencing (Miron)
- L. 00 31 32 - Geotechnical Report (ECS Midwest)
- M. 00 41 00 - Bid Form (Miron)
- N. 00 43 13 - Bid Bond (City of De Pere)
- O. 00 73 00 - Supplementary Conditions (Miron)
- P. 00 73 16 - Insurance Requirements (Miron)

TECHNICAL SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 00 00 - General Requirements (Miron)
- B. 01 32 01 - BIM Requirements (Miron)
- C. 01 40 00 - Quality (Miron)
- D. 01 57 13 - Temporary Erosion and Sediment Control

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 02 41 00 - Demolition

2.03 DIVISION 03 -- CONCRETE

- A. 03 05 16 - Underslab Vapor Barrier
- B. 03 10 00 - Concrete Forming and Accessories
- C. 03 20 00 - Concrete Reinforcing
- D. 03 30 00 - Cast-in-Place Concrete
- E. 03 41 00 - Precast Structural Concrete
- F. 03 45 00 - Precast Architectural Concrete

2.04 DIVISION 05 -- METALS

- A. 05 12 00 - Structural Steel Framing
- B. 05 50 00 - Metal Fabrications

- C. 05 52 13 - Pipe and Tube Railings

2.05 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- A. 06 10 53 - Miscellaneous Rough Carpentry

2.06 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 14 00 - Fluid-Applied Waterproofing
- B. 07 21 00 - Thermal Insulation
- C. 07 53 23 - EPDM Thermoset Single-Ply Roofing
- D. 07 62 00 - Sheet Metal Flashing and Trim
- E. 07 84 00 - Firestopping
- F. 07 91 00 - Preformed Joint Seals
- G. 07 92 00 - Joint Sealants
- H. 07 95 13 - Expansion Joint Cover Assemblies

2.07 DIVISION 08 -- OPENINGS

- A. 08 11 13 - Hollow Metal Doors and Frames
- B. 08 11 16 - Aluminum Doors and Frames
- C. 08 41 26 - All-Glass Entrances and Storefronts
- D. 08 44 13 - Glazed Aluminum Curtain Walls
- E. 08 71 00 - Door Hardware
- F. 08 80 00 - Glazing

2.08 DIVISION 09 -- FINISHES

- A. 09 21 16 - Gypsum Board Assemblies
- B. 09 91 13 - Exterior Painting
- C. 09 91 23 - Interior Painting
- D. 09 93 00 - Staining and Transparent Finishing

2.09 DIVISION 10 -- SPECIALTIES

- A. 10 14 00 - Signage
- B. 10 22 13 - Wire Mesh Partitions
- C. 10 44 00 - Fire Protection Specialties
- D. 10 82 13 - Exterior Grilles and Screens

2.10 DIVISION 11 -- EQUIPMENT

- A. 11 12 26.00 - Parking Access and Revenue Control System (PARCS)

2.11 DIVISION 14 -- CONVEYING EQUIPMENT

- A. 14 21 00 - Electric Traction Elevators

2.12 DIVISION 21 -- FIRE SUPPRESSION

- A. 21 05 00 - Common Work Results for Fire Suppression
- B. 21 05 23 - General-Duty Valves for Water-Based Fire-Suppression Piping
- C. 21 05 53 - Identification for Fire Suppression Piping and Equipment
- D. 21 12 00 - Fire-Suppression Standpipes

2.13 DIVISION 22 -- PLUMBING

- A. 22 05 17 - Sleeves and Sleeve Seals for Plumbing Piping

- B. 22 05 23 - General-Duty Valves for Plumbing Piping
- C. 22 05 29 - Hangers and Supports for Plumbing, Piping and Equipment
- D. 22 05 53 - Identification for Plumbing Piping and Equipment
- E. 22 10 05 - Plumbing Piping
- F. 22 10 06 - Plumbing Piping Specialties
- G. 22 14 29 - Sump Pumps

2.14 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

- A. 23 05 00 - Basic HVAC Requirements
- B. 23 05 13 - Common Motor Requirements for HVAC Equipment
- C. 23 05 16 - Expansion Fittings and Loops for HVAC Piping
- D. 23 05 29 - Hangers and Supports for HVAC Piping and Equipment
- E. 23 05 53 - Identification for HVAC Piping and Equipment
- F. 23 05 93 - Testing, Adjusting, and Balancing for HVAC
- G. 23 07 13 - Duct Insulation
- H. 23 09 13 - Instrumentation and Control Devices for HVAC
- I. 23 09 93 - Sequence of Operations for HVAC Controls
- J. 23 11 23 - Facility Natural-Gas Piping
- K. 23 23 00 - Refrigerant Piping
- L. 23 31 00 - HVAC Ducts and Casings
- M. 23 33 00 - Air Duct Accessories
- N. 23 34 23 - HVAC Power Ventilators
- O. 23 37 00 - Air Outlets and Inlets
- P. 23 81 26.13 - Small Capacity Split-System Air Conditioners
- Q. 23 82 00 - Convection Heating and Cooling Units

2.15 DIVISION 26 -- ELECTRICAL

- A. 26 00 00 - Basic Electrical Requirements
- B. 26 05 19 - Low-Voltage Electrical Power Conductors and Cables
- C. 26 05 26 - Grounding and Bonding for Electrical Systems
- D. 26 05 29 - Hangers and Supports for Electrical Systems
- E. 26 05 33.13 - Conduit for Electrical Systems
- F. 26 05 33.16 - Boxes for Electrical Systems
- G. 26 05 53 - Identification for Electrical Systems
- H. 26 09 23 - Lighting Control Devices
- I. 26 09 43 - Networked Lighting Controls
- J. 26 21 00 - Low-Voltage Electrical Service Entrance
- K. 26 24 16 - Panelboards
- L. 26 27 26 - Wiring Devices
- M. 26 28 16.16 - Enclosed Switches
- N. 26 32 13 - Engine Generators
- O. 26 36 00 - Transfer Switches
- P. 26 43 00 - Surge Protective Devices

Issue for Bid

- Q. 26 51 00 - Interior Lighting
- R. 26 56 00 - Exterior Lighting

2.16 DIVISION 27 -- COMMUNICATIONS

- A. 27 10 00 - Structured Cabling
- B. 27 51 29.13 - Rescue Assistance Signal Systems

2.17 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

- A. 28 46 00 - Fire Detection and Alarm

2.18 DIVISION 31 -- EARTHWORK

- A. 31 02 00 - General Requirements for Sitework
- B. 31 10 00 - Site Clearing
- C. 31 22 00 - Grading
- D. 31 23 16 - Excavation
- E. 31 23 23 - Fill
- F. 31 63 36 - Rigid Inclusion Ground Improvement

2.19 DIVISION 32 -- EXTERIOR IMPROVEMENTS

- A. 32 11 20 - Subbase and Aggregate Base Courses
- B. 32 12 16 - Asphalt Paving
- C. 32 13 13 - Concrete Paving
- D. 32 17 23 - Pavement Markings
- E. 32 31 00 - Single Track Cantilever Sliding Gate System
- F. 32 92 19 - Seeding
- G. 32 93 00 - Plants

2.20 DIVISION 33 -- UTILITIES

- A. 33 14 16 - Site Water Utility Distribution Piping
- B. 33 41 00 - Subdrainage
- C. 33 42 11 - Stormwater Gravity Piping

END OF SECTION

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee

From: Daniel Lindstrom, Development Services Director

Date: January 14, 2025

RE: Consideration and possible action on the award of contract for Construction Manager at Risk (CMaR) for a public parking structure at 230 N Wisconsin St (ED-875) to Miron Construction*

Overview

In 2023, the City of De Pere approved a term sheet for redeveloping the former ShopKo retail store at the 200 block of Broadway and Wisconsin Streets. The approved term sheet included development terms for five new mixed-use buildings downtown and a publicly owned parking structure. In July 2024, the City and Developer approved an initial development agreement for the first building (Building "F"), including the sale of the appropriate road right-of-way and parcel for the future parking structure. The development agreement contemplated an approximately 220-240-stall parking structure. The City closed on the parking structure lot on September 24, 2024.

What is Construction Management at Risk (CMaR)

The CMaR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP. The CMaR provides professional services and acts as a consultant to the owner in the design development with the designer and construction phases with the contractor. Often times, the CMaR also provides some of the actual construction of the project depending on the availability of bidders and the expertise the company has. In addition to acting in the owner's interest, the CMaR must manage and control construction costs to not exceed the GMP because contractually any costs exceeding the GMP that are not change orders are the financial liability of the CMaR. An additional benefit to project is have a CMaR with construction experience will create a feedback loop to the designer to ensure they can identify construction challenges before the design is final. As such, they are able to streamline the overall design and bidding process.

Generally, the CMaR will give the Owner a GMP prior to bidding the project. Included in this GMP is a contingency line item to take care of bid overages, reasonably inferred items and other project related items that may arise during construction. By giving the Owner the GMP prior to bids, the CMaR assumes the risk of bids coming in higher as they are contractually bound to deliver the project per the plans and specifications and any additional allowances as defined in his GMP. However to prevent significant padding of the GMP the City has included a professional cost estimator in the contract proposal with the designer to ensure both parties are designing a quality project and at a fair and reasonable price.

RFP Breakdown/Issuance

In October and November, the City prepared and revised two separate Requests for Proposals (RFP) for (1) Design and (2) Construction Manager at Risk (CMaR). The scope of the Request for Proposals Consulting Services - Architecture and Engineering Design Services Public Parking Garage is included within this exhibit.

Proposed Timeline

Below are details of the proposed timeline for the completion of the RFP and consultant selection process, the design process, and the construction process.

Finance and Personnel Committee..... January 14, 2025
Council Approval..... January 21, 2025
Notice to Proceed January 22, 2025

Design Specific – Note: Design kickoff is ahead of CMaR Kickoff

Design Kickoff meeting w/staff..... Week of January 13, 2025
Phase 1 – Conceptual / 30% Design January 31, 2025/March 11, 2025 (F&P)
Phase 1 – 60% Design Week of May 5, 2025
Phase 1 – 90% Design Week of June 10, 2025 (F&P)
Phase 1 – Site Plan Approval June 23, 2025
Phase 1 – 100% Design Week of June 30, 2025
Phase 1 – Final Design Approval Week of July 7, 2025

CMaR Specific

Phase 2 - Issue Invitation to BID Week of July/August 22, 2025
Phase 3 – Construction Management Sept 2025 to June/July 2026.

Received proposals:

The City sent both RFPs directly to 30 potentially interested parties and posted the RFPs to various professional organizational webpages. The City received two proposals – Findorff and Miron Construction

Staff evaluations:

The review team, comprised of the City Administrator, City Attorney, City Engineer, Development Services Director, and Community and Economic Development Specialist, evaluated the proposals based on the following scoring criteria:

Cover Letter (2 pages):.....	0 PTs
Qualifications and Capabilities (up to 10 pages):	15
Project Understanding and Approach (up to 10 pages):	40
Project Timeline (up to 5 pages):.....	15
Budget (up to 2 pages):.....	15
References:	15
Total	100

Both proposals were well-written and had quality references and quality examples. Both proposals reviewed the needs of the City and presented a proposal that staff believes would meet the City's needs for CMaR. Both proposals also have significant experience working with designers. However, after reviewing the proposal, staff felt that the Miron approach with Wells and Midwest Structure engineering, cost and experience with the selected designer was the best fit for the City. Both proposals are listed in the agenda packet.

Cost proposals:

The Findorff team presented a package that included total costs and total hours for a CMaR and expenses for a total of \$564,091. The Miron Team presented a package based on cost per month approach with an added with optional for Park Smart certification. Total proposal cost of \$297,000.

Recommendation

Staff recommends awarding the CMaR for the public parking structure to Miron Construction.

Exhibit: Objectives and Scope

OBJECTIVES

The City seeks to design and construct a parking garage with at least 220 parking spaces. The subject area is described as Lot 1 in Exhibit C. The design shall be done promptly and maximize the number of parking spaces while balancing the need to retain the downtown character.

For information only, the City will evaluate the design proposal based on, but not limited to, the following design objectives:

- A. During the design of the public parking garage, the Parties will work collaboratively to determine whether it is feasible for the public parking garage to include both surface and subgrade parking garage/structure or if it should solely be a surface-level garage. The City is solely responsible for determining the project's total size, height, and scale.
- B. The designer's approach to the project and the design's aesthetic value are viewed by pedestrians, motorists, and visitors to downtown De Pere, and its overall fit with the urban character of the vision for Downtown. The Proposer will use good faith efforts to design and construct the public parking garage complimentary to the structures planned for the conceptual redevelopment. The City envisions involving the public in the design process and allows the public to provide input on the design of the public parking garage throughout said process. The City reserves the sole authority to approve the final design of the public parking garage.
- C. The design's functionality includes how one conveniently and safely enters and exits the garage while minimizing the impact on pedestrian comfort and safety.
- D. The plan is to implement technology investments to make the ramp as self-sufficient and low maintenance as possible (smart lighting fixtures with occupancy sensors, gate arms, LRPs, etc.), consistent with a conceptual theory of operations plan.
- E. The design must include streetscaping in the overall design concept, and there must be ample room for wide sidewalks and decorative streetlamps consistent with the Downtown.
- F. The structure must be designed with high quality, long-term durability, and low maintenance components/elements that withstand the Wisconsin/Midwest climate.
- G. Patron security must be a design priority, and an efficient lighting system is essential. Emergency lighting shall be incorporated in appropriate locations throughout the structure. The design shall include a camera surveillance system at each level in strategic locations where pedestrian and vehicle traffic will occur.
- H. Accessibility requirements must be incorporated in all aspects of the structure.
- I. Appropriate signage and graphics shall be provided to clearly define ingress and egress, emergency and safety information, and any other information necessary for the operation of the garage.
- J. The garage shall accommodate any required mechanical, electrical, fire protection, elevator, and mechanical equipment rooms in compliance with all codes and standards.
- K. Work with the City Department of Public Works to prepare plans to meet required stormwater requirements.

- L. The inclusion of preplanned conduit for electric vehicle charging.
- M. The City of De Pere is committed to fostering, encouraging, and supporting sustainable development and green building practices to the maximum extent possible. Respondent(s) shall demonstrate how sustainable building, parking, and transportation practices can be incorporated into the proposed parking structure's design, management, and operation. Demonstration of sustainable practices shall include a summary of the pros and cons of each, the anticipated maintenance implications, and initial costs and potential savings. The final design should enable the proposed Parking Structure to obtain Parksmart Certification through Green Business Certification, Inc. (GBCI), the certifying body for LEED. Current assumptions are that rooftop solar canopies may be part of the final design. Respondent(s) may include an International Parking Institute/GBCI Parksmart Advisor on their team to demonstrate expertise and familiarity with this standard.

SCOPE OF WORK

Phase 2: Construction Manager at Risk (CmaR)

The Construction Manager at Risk (CmaR) will be expected to provide complete management of construction and installation services for this project. Generally, the CMaR will coordinate and manage all construction services on the project and procure trade subcontracts and owner-direct purchases under the Wisconsin Statutes and public bidding requirements applicable to municipal construction.

The CMaR will be responsible for the project completion and cost of the subcontracts. Direct Owners Purchase items should be identified by the CMaR in the pre-construction phase and managed and coordinated by the CMaR. For those trade subcontracts that are not assigned to the CMaR by the City, the CMaR shall manage that portion of the work but shall not be responsible for that work or the price of that work.

The CMaR will not perform, nor permit the trade subcontractors to perform, the construction, execution, repair, remodeling, or improvements, nor furnish supplies or materials unless the performance or supply complies with public works contracts and bid requirements of the Wisconsin Statutes. Including without limitation Wisconsin Statutes Sections 62.15 and 66.29. During the pre-construction period, the CMaR will also assist in completing the project's design by providing critical reviews and suggestions for improving the project's economy, schedule, and constructability.

The CMaR will also provide cost estimates for the project during pre-construction and provide prebid services to assemble individual bid packages for all sub-contract divisions necessary for the construction of the complete project.

The City will allow the CMaR to self-performance the value of the project. Any self-performance of a portion of the project shall only occur if CMaR submits a sealed bid as part of the public bidding project and before receipt of any other bids. A CMaR that intends to submit any bids for work shall not participate in the bid openings, evaluation, and award process for those parts. Services shall include, but not be limited to:

1. *Construction Management Pre-construction Phase Scope of Services.* Respondents shall participate in the design phase, including, but not limited to:
 - a. Constructability reviews
 - b. Value engineering reviews
 - c. Site logistics plan
 - d. Schedule and phasing coordination

- e. Cost control management
 - f. Establish a direct purchase item list
 - g. Construction documents conversion into subcontractor bid packages
2. *Bid-Phase Scope of Services:* Respondents shall lead the pre-bidding and bidding process, including, but not limited to:
- a. Developing the Master Project Schedule
 - b. Preparation of bid template
 - c. Issue subcontractor bid packages
 - d. Conduct pre-construction conferences and site visits
 - e. Process all addenda
 - f. In conjunction with the City, receive bids from subcontractors and conduct public bid openings (except in the case of the submission of sealed bids from the CMaR under the details above)
 - g. Execute subcontractor agreements
 - h. Review bids and make a recommendation for award to the City
 - i. Issue Guaranteed Maximum Price (an amendment to the CMaR Agreement).
3. *Construction Phase Scope of Services:* Respondents shall provide Project Management at a level of support to be determined as part of any supplemental amendment to the approved Agreement, which typically includes;
- a. Comply with General Conditions & Requirements
 - b. Conduct pre-construction conference
 - c. Periodic update of the Master Construction Schedule
 - d. Lead progress meeting, communications, and meeting minutes
 - e. Attend bi-weekly construction meetings as needed
 - f. Review and prepare monthly progress payment requests; obtain lien waivers
 - g. Provide payment application review and inspection to verify all work is completed
 - h. Periodic update of project cash flow projections
 - i. Act as the project's prime liaison
 - j. Provide construction inspection at a level of support
 - k. Coordinate all change order administration
 - l. Coordinate all types of submittals
 - m. Coordinate all types of testing and Inspections
 - n. Coordinate all sub-contractors
 - o. Direct Owner Purchase Order System – execute and monitor
 - p. Provide construction trailers, storage, equipment, barriers, etc.
 - q. Provide all necessary on-site CMaR personnel
 - r. Develop and issue a punch list;
 - s. Coordinate Substantial Completion and Turnover
 - t. Work with the designer/AE to prepare record drawings of the completed construction, utilizing redline drawings prepared by the designer/AE/CMaR. As-built drawings shall include complete sets of PDF and CAD electronic files and a set of full-scale hard-copy drawings.

NOTE: It shall be the CMaR responsibility to be familiar with and take into consideration, when responding to this RFP, all of the City of De Pere, State of Wisconsin, and federal government requirements, including, but not limited to, construction contract requirements, permitting,

warranty for construction defects, assurance of completion, progress payment requests, construction guidelines (including but not limited to: project planning & technical review, construction costs, energy conservation, environmental & hazardous material review), standards of design, cost certification, affirmative action, substantial completion/permission to occupy and final closeout.