



8/19/2025
Public Hearing + Monthly Regular Board Meeting
Table of Contents

Page(s)	Item
1	Table of Contents
2-4	Agenda Items #3 & #7: Proposed changes to Sec. 60-134, 60-135 & 60-136
5-6	Agenda Items #10: 7/15/2025 Regular Board Meeting Minutes
7-8	Agenda Item #11a: Fire Department Report
9	Agenda Item #11b: Constable Report
10	Agenda Item #12: Treasurer Report
11-15	Agenda Item #13: Town Clerk Contract Renewal
16-21	Agenda Item #14: Town Treasurer Contract Renewal
22-25	Agenda Item #16: ERS Agreement
26-30	Agenda Item #17: Robert E Lee Landfill Testing Contract
31-33	Agenda Item #18: UES Network Service Contract
34-35	Agenda Item #19: Sec. 54-171(g-k) Ordinance Update
36-39	Agenda Item #20: Public Record Request Policy

Sec. 60-134. Existing nonconforming uses.

- A. *Continuation.* Except as otherwise specially provided in this chapter, the lawful nonconforming use of a structure, land or water existing at the time of the adoption or amendment of this chapter may be continued, although the use does not conform with the provisions of this chapter, provided, however:
 - 1. Only that portion of the land or water in actual use may be so continued and the structure may not be extended, enlarged, reconstructed, substituted, moved or structurally altered, except when required to do so by law or order or so as to comply with the provisions of this chapter.
 - 2. The total lifetime structural repairs or alterations shall not exceed 50 percent of the assessed value of the structure at the time of its becoming a nonconforming use unless it is permanently changed to conform to the use provisions of this chapter.
 - 3. Substitution of new equipment may be permitted by the town board if such equipment will reduce the incompatibility of the nonconforming use with the neighboring use.
- B. *Modification.* If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or more restricted classification. Whenever a nonconforming use has been changed to a more restricted nonconforming use or a conforming use, such use shall not thereafter be changed to a less restricted use.
- C. *Abolishment or replacement of existing nonconforming use.* If such nonconforming use is discontinued or terminated for a period of 12 months, any future use of the structure, land or water shall conform to the provisions of the ordinance from which this chapter is derived. When a nonconforming use or structure is damaged by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50 percent of its current assessed value, it shall not be restored except so as to comply with the use provisions of this chapter.
- D. *Transition from nonconforming to conforming.* Once a nonconforming use has been changed to conform, it shall not revert back to a nonconforming use.
- E. *Substitution.* Once the town board has permitted the substitution of a more restrictive nonconforming use for an existing nonconforming use, the substituted use shall lose its status as a legal nonconforming use and become subject to all the conditions required by the town board.

(Code 2006, § 13-1-80)

Sec. 60-135. Existing nonconforming structures, lots and signs.

- A. ~~Generally. The existing lawful use of a building or premises at the time of the enactment or amendment of this section may be continued although such use does not conform with the regulations for the district in which it is located. Except in the agricultural districts, such nonconforming uses shall not be extended. Nonconforming mobile homes shall not be moved, relocated or placed unless in conformity with this section. This section does not apply to preexisting residences located in an A-1 Agricultural District. Existing. All nonconforming lots, signs and/or structures of record as such at the time of the passage of this chapter shall be known as legal nonconforming lots, signs and/or structures if they were legal according to the requirements of the zoning code in force at the time they were established. (See section 48-2, regarding repair/reconstruction of signs.)~~
- B. ~~Existing legal nonconforming uses. All nonconforming lots, signs and/or structures of record as such at the time of the passage of this chapter shall be known as legal nonconforming lots, signs and/or structures if they were legal according to the requirements of the zoning code in force at the time they were established. (See section 48-2, regarding repair/reconstruction of signs.) Modification. Nonconforming structures and signs may be extended, enlarged, reconstructed, substituted, moved or structurally altered under the following conditions:~~
1. ~~Such changes do not cause further encroachment.~~
 2. ~~Such changes do not exceed 50 percent of the current full market value of the structure when considering fair market cost of the alterations.~~
 3. ~~Such changes are required by law (when applicable).~~
 4. ~~Such changes will allow for compliance with provisions within this chapter (when applicable).~~
- C. ~~Change of nonconforming uses. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or a more restricted classification. Whenever a nonconforming use has been changed to a more restricted nonconforming use or a conforming use, such use shall not thereafter be changed to a less restricted use. Abolishment or replacement. When a nonconforming structure or sign is damaged by fire, explosion, flood, the public enemy or other calamity to the extent of more than 50 percent of its current assessed value, it shall not be restored except so as to comply with the provisions of this chapter.~~
- D. ~~Transition from nonconforming to conforming. Once a nonconforming structure has been changed to conform, it shall not revert back to a nonconforming structure.~~

(Code 2006, § 13-1-81)

Sec. 60-136. Changes and substitutions.

Once a nonconforming use or structure has been changed to conform, it shall not revert back to a nonconforming use or structure. Once the town board has permitted the substitution of a more restrictive nonconforming use for an existing nonconforming use, the substituted use shall lose its status as a legal nonconforming use and become subject to all the conditions required by the town board.

{Code 2006, § 13-1-82}



MEETING MINUTES
Town of Peshtigo Monthly Board Meeting
Tuesday, July 15, 2025 at 6 p.m.

- 1) Call to order: **Chairperson Friday** called the meeting to order at 6pm.
- 2) Pledge of allegiance
- 3) Roll call: **All present.**
- Chairperson Friday, Supervisor Coble, Supervisor Wortner, Supervisor Bergeson, Supervisor Joy**
- 4) Verification of proper notice: **Chairperson Friday** verified.
- 5) Approve agenda: **Motion to approve (Coble/Joy). Motion carried- 5 yes.**
- 6) Public comment (*limited to 3 minutes per person with no time donations from others, agenda items only*), start by stating name/address & agenda item(s) to be addressed: **None heard.**
- 7) Announcements: **No announcements.**
- 8) Minute approval – 6/17/2025 Public Hearing + Regular Board Meeting: **Approved via unanimous consent.**
- 9) Reports
 - a. Fire Department: **Chief Folgert** gave report. Semiannual fire inspections are complete. Fundraiser at **Forgotten Fire Winery on July 19th** from 1-4pm- public encouraged and welcomed!
 - b. Constable: **Chairperson Friday** gave report.
 - c. Building Inspector: **Chairperson Friday** gave report. **29 permits YTD.**
- 10) Treasurer Report/Investment Report/Budget YTD vs Actual/Budget Amendments: **Approved via unanimous consent.**
 - a. Approve vouchers & payment of bills: **Treasurer Maney** stated to disregard one of the WPS bills, as it is a duplicate and is now corrected. **Motion to approve (Coble/Joy). Motion carried- 5 yes.**
 - b. New fire truck prepayment option: **Motion to authorize Treasurer Maney** to view rates and make a prepayment if it saves the most money (Coble/Joy). **Motion carried- 5 yes.**
 - c. CDBG-CV update: **Treasurer Maney** stated our final check has been received, most paperwork is complete, with only 1 final submittal before closing the grant.
 - i. Proposed additional Treasurer compensation: **Motion to pay Treasurer Maney \$1,000 bonus for the extra CDBG work, as a result of MSA stepping down (Friday/Wortner). Town Board thanked Jodi for picking up these extra tasks and finalizing paperwork. Motion carried- 5 yes.**
- 11) Town website contract renewal, alternatives: **Motion to approve JBSystems as the new Town website and to switch to .gov website and emails during the process (Joy/Bergeson). Motion carried- 5 yes.**
- 12) Property assessment market adjustment vs revaluation: **Town will send out letters requesting proposals for the following to be due back by the September Regular Board Meeting: full interior/exterior revaluation, exterior revaluation, and market adjustment.**
- 13) Proposed Remote Attendance at Meetings Policy & Resolution: **Motion to approve as presented (Joy/Bergeson). Motion carried- 5 yes.**
- 14) enCodePlus ordinance software update: **Chairperson Friday** updated that the new ordinance link is now live on Town website, under Ordinances and Regulations.
- 15) Plan Commission/Comprehensive Plan update: **Comprehensive Plan is moving forward and PC will consult with Bay Lake again in August.**

16) Capital Improvement Plan update: **Chairperson Friday will meet with Daniel Foth of UW-Extension in August to continue working on a road improvement plan.**

17) Standing Committee Updates:

- a. Buildings & Grounds – Chairperson Coble, Vice Chairperson Bergeson
 - i. Fire hall repair quote(s): **Coble is getting quotes for door repairs/replacements on fire department.**
 - ii. Town Hall cleaning schedule: **Motion to authorize Clerk and Treasurer to change the cleaning schedule as needed, as long as monthly price doesn't increase (Bergeson/Coble).**
Motion carried- 5 yes.
- b. Recycling Center – Chairperson Bergeson, Vice Chairperson Coble: **Bergeson checking on prices for another cardboard dumpster. Motion to authorize Bergeson and Coble to make dumpster changes as needed for operation (Friday/Bergeson). Motion carried- 5 yes.** Clerk Okins is working with Coble to get a credit from Waste Management for mixed materials dumpster overcharge, which was a Waste Management error.
- c. Roads & Ditches – Chairperson Wortner: **Wortner updated that Old Peshtigo and Rader blacktop work is complete. County will be striping road soon- estimated to be completed before end of July.**
 - i. Jopek Rd speed limit: **Jopek Rd was deeded from Town to City of Peshtigo in 1999, so City has jurisdiction over speed limit concerns, etc.**
 - ii. Ordinance update – Sec. 54-63: **Motion to approve as presented (Wortner/Bergeson).**
Motion carried- 5 yes.

18) PFAS contamination updates

- a. DNR: **Updates on website under water tab. DNR announced their next Listening Session will be held at NWTC in Marinette on 9/11/25 from 4-6pm.**
- b. Tyco/JCI: **Updates on website under water tab.**
- c. EPA Superfund designation: **No updates.**
- d. Tyco Litigation: **No updates. Still in litigation.**

19) Upcoming Meetings – Regular Board Meeting Tuesday, August 19, 2025 at 6 p.m.

20) Adjourn: **Unanimous consent to adjourn at 6:41pm.**

Kayla Okins, Clerk 07/23/2025

**Town of Peshtigo Fire Department Report to the Town Board
August 19th 2025**

19 Calls since the July 15th, 2025 Monthly Town Board meeting:

July 16 th	N3407 Rehms Road, EMS Assist
July 16 th	Rader Rd at Green Gables Rd, Arcing Tree on Powerlines
July 25 th	N1514 Shore Drive, Arcing Tree Branches on Powerlines
July 27 th	U.S. Hwy 41 ¼ Mile S. of Roosevelt Rd., Grass Fire
July 28 th	N3407 Rehms Road, EMS Assist
July 28 th	N3407 Rehms Road, EMS Assist
July 29 th	1013 Carney Blvd, Marinette, House Fire Assist
July 31 st	N1827 Dahl Road, I-Phone Crash Alert (False Alarm)
July 31 st	W2855 STH 64, Arcing Tree on Powerlines
July 31 st	N2401 Krause Road, Vehicle Crash
August 3rd	U.S. Hwy 41 at MM 215, I-Phone Crash Alert (False Alarm)
August 5th	N3407 Rehms Road, EMS Assist
August 5th	N3407 Rehms Road, EMS Assist
August 7 th	U.S. Hwy 41 at Exit 212 Ramp, Car Fire
August 9 th	N2972 CTH RW, Downed Tree on Road
August 9 th	N3606 CTH RW, Tree Arcing on Powerlines
August 9 th	U.S Hwy 41 at MM 215, Semi Tractor Crash w/ Diesel Fuel Spill
August 9 th	2814 Harding St., Marinette, Commercial Building Fire
August 18th	N1845 Hale Road, Tree Smoking on Powerlines

Apparatus and Equipment Status:

- Our main engine (E-207) developed a major water leak. It was taken to Rennerts Fire Equipment Service in Markesan and was out of service for a week in order to have the pump, gear box and several valves repaired. Repair costs totaled \$14,117.72.
- All ladders were tested and passed annual inspections per NFPA 1932 by Great Lakes Testing Service at a cost of \$412.
- Three aluminum air cylinders were hydrostatic tested by Abednego at a cost of \$105. 32 old aluminum cylinders were taken out of service for disposal.
- Our old rescue boat, outboard motor, utility trailer and a donated welder were taken out of service and sold through Wisconsin Surplus Auction for \$4,576.

Training:

- We conducted water rescue training with our boat and on-board navigation system.

Fire Prevention, Education and Community Involvement:

- We participated in National Night Out in Peshtigo on August 5th.
- Free smoke alarms are still available for installation at town residences.

Fund Raising & Donations:

- The Steel Mill Saloon donated \$820 from Bingo on Sunday, August 17th. Additionally, we generated \$306 from a 50/50 raffle conducted at the event.
- Letters were sent to Town businesses soliciting donations or sponsorship of fund-raising events to help raise money for equipping our new fire engine. To date, donations received include \$200 from Windjammer, \$250 from Great Lakes Custom Tool and \$900 from The Motor Company. Also, Buy-Rite of Marinette donated a raffle prize item.
- A Fall Sports Raffle and T-shirt sales are being organized as additional fund-raisers to help with the purchase of equipment for the new fire engine. Raffle tickets and more details will be available soon.
- The Wisconsin Public Service Foundation awarded us a \$2,000 Rewarding Responders grant for the purchase of particulate blocking Nomex hoods.

Personnel:

- One firefighter is on light duty for several months due to a non-work-related injury.
- One member (**Mike Dobson**) resigned due to his job and out-of-state travel commitments.
- One resignation pending from **Justin Couillard** who is in the process of being hired by the City of Marinette Fire Department.
- One new hire is in process (**Andrew Glaszcz**) pending successful completion of a medical exam.
- Our roster stands at 22 volunteer firefighters. We are currently accepting applications.

Mike Folgert
Fire Chief



July 2025 Constable Report

- 07/02 Issued citation for several junk vehicles
- 07/02 Dog running loose – gave owner a verbal warning
- 07/05 Dog running loose
- 07/05 Loud dirt bike
- 07/06 Vicious cat
- 07/07 Found dog
- 07/12 Pickup two dogs – owner deceased
- 07/15 Removed one cat (trapped) – owner deceased



TREASURER'S REPORT
July 2025

	Begin	Deposits/Interest	Withdrawals	Ending	Outstanding Receipts	Outstanding Deposits	Register Balance
BMO Checking Account 7013	34,240.28	115,004.58	(103,223.52)	46,021.34	(2,866.54)		43,154.80
BMO Payroll Checking 7734	4,521.07	15,912.00	(15,794.52)	4,638.55	(2,513.62)		2,124.93
BMO Platinium MM 6811	160,906.21	464,626.83	(120,229.27)	505,303.77			505,303.77
BANK TOTALS	199,667.56	595,543.41	(239,247.31)	555,963.66	(5,380.16)	-	550,583.50
PNB Checking - CDBG	8.71	314,122.34	(314,122.34)	8.71	-	-	-
Change Fund	215.00	-	-	215.00	-	-	-
Fire Dept Equipment	277.66	1.03	-	278.69			
Fire Truck	171,236.91	634.59		171,871.50			
Roads	270,972.59	1,004.19	-	271,976.78			
Capital Outlay - Mach & Equip	54,851.58	203.27		55,054.85			
Recycling	12,768.19	47.32		12,815.51			
Revaluation	50,149.28	185.85		50,335.13			
ARPA	45.21	0.17		45.38			
LGIP TOTAL	560,301.42	2,076.42	-	562,377.84	-	-	-
BMO CD				-			
BMO CD Fire Dept.	163,800.99	-	-	163,800.99	-	-	-
TOTAL CASH & INVESTMENTS	923,993.68	911,742.17	(553,369.65)	1,282,366.20	(5,380.16)	-	1,276,986.04

Jodi Maney
Treasurer
toptreasurer@townofpeshtigo.org



TOWN OF PESHTIGO TOWN CLERK CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the TOWN OF PESHTIGO, a body corporate and politic existing pursuant to the laws of the State of Wisconsin hereinafter called the “Town” as party of the first part, and Kayla Okins hereinafter called “Employee” as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to appoint, the Employee as Town Clerk of the Town of Peshtigo under the authority granted to Towns pursuant to Wisconsin State Statutes; and,

WHEREAS, Employee desires employment as the Clerk of the Town.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1. EMPLOYMENT

Town hereby agrees to employ said Employee as Town Clerk of the Town to perform the functions and duties specified herein and to perform such other legally permissible and proper duties and functions as the Board of Supervisors shall from time to time assign.

SECTION 2. TERM

- A. The term of Employee’s employment shall be for the period of January 1, 2026 through April 30, 2027. The Town Clerk must be sworn in at the start of any new contract.
- B. The Employee serves at the pleasure of the Town’s Board of Supervisors and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town’s Board of Supervisors to terminate the services of Employee at any time subject only to the provisions of this Agreement and/or as prescribed by law.
- C. Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement, except as otherwise may be permitted in writing by the Town. The term “employed”, however, shall not be construed to include any occasional part time job performed on the Employee’s time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the Town. In any event, Employee shall not perform any non-Town related business or employment during regularly scheduled Town work hours without the prior written approval of the Town Chairperson or Vice Chairperson if Chairperson is not available.



SECTION 3. JOB DUTIES

The duties of the Town Clerk shall be as follows:

- A. All duties of the Town Clerk as described in Wis. Stat. § 60.33, as may be amended from time to time, Section 2-202 of the Town's Ordinances, as may be amended from time to time, such duties at the lawful direction of the Town Board and those additional duties described herein and attached hereto, if any.
- B. The Town Clerk is expected to assist and support Town officials in their duties and to encourage citizen participation in Town government by providing timely information on the Town website and information during public hearings to help citizens understand the governmental process and the business being conducted, and by serving the department in a professional, courteous and friendly manner to all citizens, business associates and governmental agencies alike.

SECTION 4. COMPENSATION

Compensation for the position of Town Clerk will be as follows:

- A. \$24,000 annual salary plus annual cost of living increase to be determined annually based on Social Security Administration Cost of Living Adjustment (COLA).

COLA is typically available mid-October and will go into effect the following year, i.e. October 2025 COLA determination will take effect January 1, 2026 while October 2026 COLA determination will take effect January 1, 2027.

- B. \$500 one-time payment each month during which an election is held.
- C. \$2000 one-time payment for training of Deputy Clerk, limited to once per calendar year and once per newly hired individual.

The Town will provide Worker's Compensation and Unemployment Compensation, and the employee may further be eligible for Social Security benefits due to employment with the Town. All Town insurance policies shall be in effect for the Town Clerk position. No other benefits, including without limitation, vacation are provided beyond those listed herein.



SECTION 5. HOURS OF WORK

Although salaried, the expectation is that the Employee's office hours at the Town Hall shall primarily be during normal business hours as may be set from time to time by the Town. Current office hours are from 10:00 a.m. to 2:00 p.m. on Tuesdays and Thursdays of each week. The Clerk shall ensure that the office is staffed during the designated office hours. The Town office will be closed on the following holidays if those holidays fall on a day that the Town office would normally be open: 4th of July, Thanksgiving, Christmas Eve, Christmas Day and New Year's Day. It is recognized that Employee will likely need to devote time outside the normal office hours to business of the Town, and that said hours are part of the base compensation of the Employee.

SECTION 6. PERFORMANCE EVALUATION

The Town Chairperson and/or the Town Vice Chairperson will make arrangement to review and evaluate the performance of the Employee annually in September in advance of the adoption of the annual operating budget. The Town Board and Employee may define goals and objectives which they determine necessary for the proper operation of the Town and in the attainment of the Town Boards' policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

SECTION 7. TERMINATION

- A. During the term of this Agreement or any renewals thereof, the Employee may be terminated for cause as defined in s. 17.001 Wis. Stats. However, this Agreement shall automatically be terminated upon failure of both parties to mutually agree to renew this Agreement at the expiration of any term.
- B. In the event Employee is terminated for "just cause" then the Town's only obligation to Employee is to pay all compensation and benefits accrued but unpaid at the date of termination.
- C. Notwithstanding anything to the contrary herein, either party may terminate this Agreement before the expressed termination date by giving written notice of intention to do so to the other party at least ninety (90) days prior to the effective date of the termination, unless the parties agree otherwise in writing.



SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town Ordinances, or any other law.

SECTION 9. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the parties herein.
- C. This agreement shall become effective January 1, 2026 upon approval of the Town Board.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement shall supersede and replace any prior verbal or written agreement between the parties.
- F. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS HEREOF, the Town Board of Supervisors has approved this Agreement and has caused this agreement to be signed and executed on its behalf by its Chairperson.

Signed this _____ day of _____, 20_____.

Jennifer Friday, Chairperson

Kayla Okins, Clerk/Employee



ANNUAL DUTIES OF TOWN CLERK (Attachment to Town of Peshtigo Town Clerk Contract)

Those duties as described in Wis. Stat. § 60.33, Section 2-202 of the Town's Ordinances, such duties at the lawful direction of the Town Board including but not limited to the following:

- Serve as Clerk of the Town Meeting, prepare and distribute the agenda, provide meeting notice and keep a full record of the proceedings.
- Serve as Clerk of the Town board, attend meetings, prepare and distribute the board agendas, provide meeting notice and keep a full record of the proceedings.
- File all accounts approved by the Town board.
- File with the Town board claims approved by the Clerk.
- Perform those duties as required by law related to elections.
- Execute the conveyance of real property, record deeds and other public documents.
- Compose, attest, publish and post ordinances and resolutions, maintain Code of Ordinances and Town website.
- Act as the legal custodian for Town records and associated files, keep Town files neat and orderly for quick and easy retrieval.
- Issue licenses and permits as appropriate once permit or license fee is paid.
- Keep map of school districts and Town zoning up-to-date, maintain the integrity of data when changes are approved.
- Maintain timely performance of duties of the Clerk as required by law regarding the taxation of property.
- Respond to customer and agency inquiries in a timely and courteous fashion.

It is the goal of the Town board that this office encourage citizen participation in Town government by providing timely information on the Town website and during public hearings to help citizens understand the governmental process and the business being conducted and serve the department in a professional, courteous and friendly manner to all citizens, business associates and governmental agencies alike.



TOWN OF PESHTIGO TOWN TREASURER CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025 by and between the TOWN OF PESHTIGO, a body corporate and politic existing pursuant to the laws of the State of Wisconsin hereinafter called the “Town” as party of the first part, and Jodi Maney hereinafter called “Employee” as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to appoint, the Employee as Town Treasurer of the Town of Peshtigo under the authority granted to Towns pursuant to Wisconsin State Statutes; and,

WHEREAS, Employee desires employment as the Treasurer of the Town.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

SECTION 1. EMPLOYMENT

Town hereby agrees to employ said Employee as Town Treasurer of the Town to perform the functions and duties specified herein and to perform such other legally permissible and proper duties and functions as the Board of Supervisors shall from time to time assign.

SECTION 2. TERM

- A. The term of Employee’s employment shall be for the period of January 1, 2026 through April 30, 2027. The Town Treasurer must be sworn in at the start of any new contract.
- B. The Employee serves at the pleasure of the Town’s Board of Supervisors and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the Town’s Board of Supervisors to terminate the services of Employee at any time subject only to the provisions of this Agreement and/or as prescribed by law.
- C. Employee agrees to remain in the exclusive employ of the Town during the term of this Agreement, except as otherwise may be permitted in writing by the Town. The term “employed”, however, shall not be construed to include any occasional part time job performed on the Employee’s time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with the Town. In any event, Employee shall not perform any non-Town related business or employment during regularly scheduled Town work hours without the prior written approval of the Town Chairperson or Vice Chairperson if Chairperson is not available.



SECTION 3. JOB DUTIES

The duties of the Town Treasurer shall be as follows:

- A. All duties of the Town Treasurer as described in Wis. Stat. § 60.34, as may be amended from time to time, Section 2-230 of the Town's Ordinances, as may be amended from time to time, such duties at the lawful direction of the Town Board and those additional duties described herein and attached hereto, if any.
- B. The Town Treasurer is expected to assist and support Town officials in their duties and to encourage citizen participation in Town government by providing timely information on the Town website and information during board meetings and budget hearings to help citizens understand the governmental process and the business being conducted, and by serving the department in a professional, courteous and friendly manner to all citizens, business associates and governmental agencies alike.

SECTION 4. COMPENSATION

Compensation for the position of Town Treasurer will be as follows:

\$24,000 annual salary plus annual cost of living increase to be determined annually based on Social Security Administration Cost of Living Adjustment (COLA).

COLA is typically available mid-October and will go into effect the following year, i.e. October 2025 COLA determination will take effect January 1, 2026 while October 2026 COLA determination will take effect January 1, 2027.

The Town will provide Worker's Compensation and Unemployment Compensation, and the employee may further be eligible for Social Security benefits due to employment with the Town. All Town insurance policies shall be in effect for the Town Treasurer position. No other benefits, including without limitation, vacation are provided beyond those listed herein.

SECTION 5. HOURS OF WORK

Although salaried, the expectation is that the Employee's office hours at the Town Hall shall primarily be during normal business hours as may be set from time to time by the Town. Current office hours are from 10:00 a.m. to 2:00 p.m. on Tuesdays and Thursdays of each week. The Town office will be closed on the following holidays if those holidays fall on a day that the Town office would normally be open: 4th of July, Thanksgiving, Christmas Eve, Christmas Day and New Year's Day. It is recognized that Employee will likely need to devote time outside the normal office hours to business of the Town, and that said hours are part of the base compensation of the Employee.



SECTION 6. PERFORMANCE EVALUATION

The Town Chairperson and/or the Town Vice Chairperson will make arrangement to review and evaluate the performance of the Employee annually in September in advance of the adoption of the annual operating budget. The Town Board and Employee may define goals and objectives which they determine necessary for the proper operation of the Town and in the attainment of the Town Boards' policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

SECTION 7. TERMINATION

- A. During the term of this Agreement or any renewals thereof, the Employee may be terminated for cause as defined in s. 17.001 Wis. Stats. However, this Agreement shall automatically be terminated upon failure of both parties to mutually agree to renew this Agreement at the expiration of any term.
- B. In the event Employee is terminated for "just cause" then the Town's only obligation to Employee is to pay all compensation and benefits accrued but unpaid at the date of termination.
- C. Notwithstanding anything to the contrary herein, either party may terminate this Agreement before the expressed termination date by giving written notice of intention to do so to the other party at least ninety (90) days prior to the effective date of the termination, unless the parties agree otherwise in writing.

SECTION 8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Board of Supervisors, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Town Ordinances, or any other law.



SECTION 9. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the parties herein.
- C. This agreement shall become effective January 1, 2026 upon approval of the Town Board.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement shall supersede and replace any prior verbal or written agreement between the parties.
- F. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS HEREOF, the Town Board of Supervisors has approved this Agreement and has caused this agreement to be signed and executed on its behalf by its Chairperson.

Signed this _____ day of _____, 20_____.

Jennifer Friday, Chairperson

Jodi Maney, Treasurer/Employee



ANNUAL DUTIES OF TOWN TREASURER
(Attachment to Town of Peshtigo Town Treasurer Contract)

Those duties as described in Wis. Stat. § 60.34, Section 2-230 of the Town's Ordinances, such duties at the lawful direction of the Town Board including but not limited to the following (unless contracted through the County or a CPA):

- Attend all regular Town Board meetings, Annual Town Meeting, Annual Budget Workshop and various training sessions, meetings and seminars as directed by the Town Board.
- Provide the Town Board, Chairperson and Department Supervisors timely and informative financial reports on a regular basis and as needed for review of current budget.
- Direct, coordinate, carry out and supervise the financial activities for the Town of Peshtigo.
- Provide receipts as required by State law or ordinance.
- Deposit, as soon as practicable, the funds of the Town in the name of the Town in the public depository designated by the Town.
- Manage funds from licensing and provide receipts.
- Manage the loans and bonds as authorized by the Town.
- Provide information to the Board as requested.
- Conduct banking transactions.
- Cosign checks for all funds disbursed.
- Maintain a system of control to notify the Board so that expenditures do not exceed appropriations.
- File accounts payable.
- Review all purchase invoices and ensure their proper encoding in the computer system by chart of accounts.
- Disburse after approval of the expenditure by the Town Board.
- Process payroll checks for distribution.
- Review and process timesheets.
- Review and monitor the Town's short and long term investments.



- Retain all public records that are required by Wisconsin statutes and/or Federal regulations.
- Perform all tax collection duties required of the Treasurer.
- Collect tax payments, refund overpayments of taxes, balance tax collections and prepare tax collection reports.
- Make partial and final settlement of State, County, school and vocational school taxes.
- Initiate action to collect delinquent personal property taxes and prepare charge back reports for delinquent personal property taxes not received.
- Comply with mandates and processes as directed by the Wisconsin Department of Revenue.
- Assist Town Clerk and Town Board in preparing the annual operational and capital budget.
- Work closely with the Town Clerk and staff to obtain all information needed for any Town auditors.
- Assist and advise the auditors as needed during any audit review as requested by the auditors.
- Handle financial and tax related correspondence.
- Prepare payment vouchers.
- Prepare deferred compensation reports and payments.
- File all employment tax reports and payments to the Federal and State taxing authorities as required.
- Prepare annual W2s and 1099s.
- Prepare annual CT report.

EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN TOWN OF PESHTIGO AND EMERGENCY RESCUE SQUAD, INC

Recitals

WHEREAS, the Town of Peshtigo, being without its own Emergency Medical Services (“EMS services”) and having been served by Emergency Rescue Squad, Inc. for several years, finds it necessary to enter into a formal contractual agreement with Emergency Rescue Squad, Inc., (“Contractor”) to provide these services to the citizens and property of the community and to those traveling through the community; and,

WHEREAS, the parties deem it to be in the best interest of the Town of Peshtigo to obtain EMS services protection by entering into this collaborative agreement regarding the provision of such services; and,

WHEREAS, the Town of Peshtigo deems it to be in its best interest to obtain EMS services and to minimize the cost to its citizens and property taxpayers by entering into this agreement for EMS services with Emergency Rescue Squad, Inc.; and,

WHEREAS, Wisconsin Statute 256.12(2) authorizes municipalities to contract with private EMS services providers to obtain EMS services and Wisconsin Statute 60.565 requires a town board to contract for ambulance services.

NOW, THEREFORE, the Town of Peshtigo enters into the following agreement with Emergency Rescue Squad, Inc. for EMS services on the following terms:

AGREEMENT

SECTION 1: AGREEMENT TERM AND GEOGRAPHIC AREA SERVED

1. **Term of Agreement.** The initial term of this Agreement shall be for three (3) years from January 1, 2025 to December 31, 2027. The term of this Agreement shall be automatically renewed for an additional term of three (3) years and for additional periods of three (3) years thereafter unless a party to this Agreement has provided written notice to the other party of non-renewal within 90 days of the agreement expiring.
2. **Geographic Area Served.** The geographic area to be served under this Agreement is that which constitutes the Town of Peshtigo.
3. **Contractor Provision of Services to Other Municipalities.** The Town of Peshtigo recognizes Emergency Rescue Squad, Inc. may also provide EMS services to all or part of other municipalities.

SECTION 2: CONTRACTOR RESPONSIBILITIES

4. **Coverage.** Contractor shall provide EMS services within the geographic area which constitutes the Town of Peshtigo.
5. **Services Provided.** Contractor shall provide the Town of Peshtigo with EMS services utilizing Contractor’s equipment and personnel pursuant to this Agreement.

6. **Compliance with Law and Protocols.** Contractor shall comply with all applicable federal and state statutes, regulations, and administrative codes relating to governing licensed EMS providers, their employees, and their agents. Contractor will also make best efforts to comply with the most recent version of the Wisconsin Department of Health Service's "Wisconsin EMS Protocols."
7. **Licensure.** Contractor shall obtain and maintain in force all required licenses for providing EMS services pursuant to this Agreement. This requirement includes, but is not limited to, ambulance provider licenses and emergency medical provider practitioner licenses, certifications and training permits as required by federal and state law.
8. **Training.** Contractor shall maintain adequate training programs for the purpose of maintaining the skill, proficiency, and training level of its licensed emergency medical practitioners and vehicle operators. The training shall be provided to ensure all staff, whether employed or independent contractors, are trained at a minimum level satisfying all federal, state and local regulations, and/or conditions of insurability.
9. **Records and Reporting.** Contractor shall prepare and maintain necessary records to meet all federal, state and local reporting requirements, as well as any reporting required by insurance carriers. Contractor shall provide information to the Town of Peshtigo upon request, as described in Section 11, subject to the restrictions under applicable privacy laws such as HIPAA.
10. **Insurance Coverage.** Contractor shall maintain adequate liability, errors and omissions, motor vehicle collision, workers' compensation, and liability coverage for all Contractor personnel performing services pursuant to this Agreement.
11. **Monthly Activity Reports and Audit.** Upon written request by the Town of Peshtigo, Contractor shall provide a written summary of all EMS activities performed on behalf of the Town of Peshtigo pursuant to this Agreement to the Town Clerk or other designated official within 30 days of the request. The report shall include a listing and identification of all EMS calls, to the extent allowed by HIPAA or other state or federal privacy laws, together with any other work performed pursuant to this Agreement. If requested by either party to this Agreement, an in-person meeting between the Town of Peshtigo and Contractor shall be scheduled to discuss the reports and/or audit.

SECTION 3: FINANCIAL ARRANGEMENTS

12. **Compensation.** The Town of Peshtigo shall pay to Emergency Rescue Squad, Inc. for EMS services as described in this Agreement the following annual schedule of payments:

For the year 2025: \$7,500.00 (paid 12/2024);
 For the year 2026 and beyond: \$7,500.00 + an annual cost of living percentage increase to be determined annually based on Social Security Administration Cost of Living Adjustment.

Annual payments shall be made no later than December 1st for the upcoming service year (e.g. payment to be made on or before December 1, 2025 for the year 2026.)
13. **Additional Fees Prohibited.** There shall be no additional fees to those assessed by this Agreement, such as fees to cover capital expenditures, special events, unless first agreed upon in writing by the parties.

SECTION 4: ADDITIONAL AGREEMENT TERMS

14. **Non-Discrimination.** Contractor shall not discriminate in the provision of EMS services in accordance with federal, state, or local laws.
15. **Effective Date.** This Agreement shall become effective and binding upon execution by all parties to this Agreement.
16. **Entire Agreement.** This Agreement is the full and complete agreement between the parties and supersedes all other agreements previously made between the parties relating to EMS services. There are no understandings or agreements between the parties other than those incorporated in writing in this Agreement. This Agreement may not be modified other than in writing and with the written consent of all parties to this Agreement.
17. **Termination.** Any party may terminate this Agreement early upon twelve (12) months prior written notice of the intent to terminate delivered to each party by certified U.S. Mail to the addresses contained in Section 21. Termination may be made with or without good cause. The twelve months' notice of early termination is intended to provide adequate notice to the parties to make other necessary EMS service arrangements.

Emergency Rescue Squad, Inc. may terminate this Agreement if, after written notice, the Town of Peshtigo fails to cure any delinquent payment required under this Agreement within 30 days from said notice.
18. **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, this Agreement shall be construed with the invalid or inoperative provision deleted and the remaining rights and obligations shall be enforced accordingly.
19. **Governing Law and Venue for Disputes.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin. Any proceeding, claim, action or alternative dispute resolution arising out of or relating to this Agreement shall be brought in the Marinette County Circuit Court. The parties agree to waive a request for a trial by jury.
20. **Arbitration.** If the parties to this Agreement have a disagreement regarding implementation or interpretation of any aspect of this Agreement, either party may elect to arbitrate the differences, using the arbitration procedures of Wisconsin Statutes Chapter 788. However, rather than use a panel of three (3) arbitrators, the parties may agree to jointly select a single arbitrator to decide the dispute. Each party shall pay their own attorney's fees and arbitration costs, but costs for the arbitrator and court reporter shall be equally divided between the parties. Specific procedures regarding preparation for, and conduct of, the arbitration proceedings shall be determined by the parties to this Agreement, or as ordered by the Arbitrator by the provisions of Wisconsin Statutes Chapter 788.
21. **Notice.** Notice shall be deemed delivered as of the date of the postmark, shall be sent via certified mail, and addressed to all of the following:

Town of Peshtigo
Attn. Town Clerk
W2435 Old Peshtigo Road
Marinette WI 54143

Emergency Rescue Squad, Inc.
2710 Woleske Road
Marinette WI 54143

IN WITNESS WHEREOF, the undersigned having lawful authority from their respective municipality and EMS service agency have set their hand on the dates set forth below.

Signed this _____ day of _____, 20_____.

Town of Peshtigo Chairperson (Print)

Town of Peshtigo Clerk (Print)

Town of Peshtigo Chairperson (Signature)

Town of Peshtigo Clerk (Signature)

Signed this _____ day of _____, 20_____.

Emergency Rescue Squad, Inc. Representative/Title (Print)

Emergency Rescue Squad, Inc. Representative/Title (Signature)

August 7, 2025

Ms. Kayla Okins, Clerk
TOWN OF PESHTIGO
W2435 Old Peshtigo Road
Marinette, WI 54143

RE: Proposal for 2026 Groundwater Monitoring and Reporting Services - Closed Peshtigo Landfills
WDNR License No. 0432 and 0433

Dear Ms. Okins:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal to the Town of Peshtigo (the Town) to complete groundwater monitoring and reporting services at two closed Town of Peshtigo landfills (the Landfills). The landfills include the Heath Lane Site, License #432 and the Kozuzek Road Landfill, License #433.

This proposal covers sampling and WDNR reporting costs for the June 2026 and December 2026 sampling events.

BACKGROUND

REL's summary of the sampling parameters and activities required at each landfill to remain in compliance with the Wisconsin Administrative Code Chapter NR 507 and the Monitoring Plan requirements is as follows:

Town of Peshtigo - Heath Lane Landfill Site - License #432

Five monitoring points (4 water table wells and 1 piezometer). The wells are sampled semi-annually (June and December) for the following parameters:

- | | | | |
|----------------|---------------|------------|------------------------|
| - GW Elevation | - Temperature | - Hardness | - Odor |
| - Alkalinity | - Color | - Iron | - Turbidity |
| - Chloride | - pH | - COD | - Specific Conductance |

Town of Peshtigo- Kozuzek Road Landfill Site - License #433

Five monitoring points (four water table wells and one piezometer). The wells are sampled semi-annually (June and December) for the following parameters:

- | | | | |
|----------------|---------------|--------|------------------------|
| - GW Elevation | - Temperature | - Odor | - Specific Conductance |
| - Color | - Turbidity | - pH | |

Ms. Kayla Okins, Clerk

TOWN OF PESHTIGO

RE: Proposal for Groundwater Sampling/Reporting Services - 2 Closed Peshtigo Landfills

SCOPE OF WORK

The scope of work includes typical tasks completed at the Landfill site related to required monitoring, data reporting, and inspections.

- Conduct two semi-annual monitoring events in June 2026 and December 2026 at each landfill, and submit groundwater samples for lab analysis for required sampling per WDNR.
- Prepare and submit monitoring data to the WDNR to upload the data collected to the WDNR's Groundwater and Environmental Monitoring System (GEMS) following monitoring events.
- Complete an annual landfill cap and monitoring point inspection, to be completed during the June 2026 monitoring events at each landfill.

PROJECT FEES

REL proposes to perform the June 2026 and December 2026 semi-annual sampling events at the Heath Lane Landfill and Kozuzek Road Landfills, as we currently understand the requirements, for a lump sum of \$4,850 that includes sampling, lab fees, equipment and WDNR submittal. Any non-standard, or unanticipated analytical exceedance may result in additional sampling and/or data review to address WDNR comments or regulatory requirements, which will lead to additional costs. In the event that additional work is needed, REL will provide a cost estimate for the additional services. If the enclosed contract is acceptable, we ask that a copy be signed and returned to our office, as authorization to proceed with the services described.

Please feel free to contact us with any questions, (920) 662-9641.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Cody M. Applekamp, P.G.
Geologist

CMA

ENC.

AGREEMENT FOR ENGINEERING SERVICES

DATE: August 7, 2025

CLIENTS: Ms. Kayla Okins, Clerk
TOWN OF PESHTIGO
W2435 Old Peshtigo Rd
Marinette, WI 54143

Robert E. Lee & Associates, Inc., is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

Proposal for Groundwater Monitoring and Reporting Services at Two Closed Town of Peshtigo Landfills, License No. 0432 and 0433 – June 2026 and December 2026 sampling events.

Lump Sum Contract \$4,850.00

Compensation for the services described in the attached proposal will be on the basis of a lump sum contract to be billed after each semi-annual sampling event. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date.

If acceptable, please sign in the space provided and return one complete copy for our files.

If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Cody M. Applekamp, P.G.
Geologist

ACCEPTED FOR TOWN OF PESHTIGO

Signature

Date

Print Name

ROBERT E. LEE & ASSOCIATES, INC.**STANDARD TERMS AND CONDITIONS****I. SCOPE**

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, the client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and non-salary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
3. General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such non-salary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Non-salary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.
3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.

4. Living and traveling expenses of employees when away from home office on business connected with the project.

5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and

hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006



"Your Total IT Solution Provider"

Network Service Contract

Client: Town of Peshtigo

This service contract covers a period of 2 years from the date of this signed agreement. Service is provided on your site for the period of this contract. This contract provides for continuous and as needed service for two years. This includes a standard rate of \$140.00/ hour reduced to **\$125.00/hour** for normal business hours service and the next business day emergency service.

UES services portal to depart.

During the term of this Agreement, UES Technologies shall be the exclusive provider of IT Services for Client. The client shall not seek or accept similar services from other providers unless prior written approval is obtained from UES Technologies.

Services

Standard service includes but not limited to.

- Network Administration
- Inspection and cleaning of server(s)
- Inspection and cleaning of workstations
- Optimizing server(s) and workstations for performance
- Training
- Software installations
- Software updates (anti-virus and other)
- Cabling inspections
- Back-up reliability and testing
- Network consulting and upgrade recommendations

Service contract covers labor and telephone support for customer at address(s) listed at the bottom of this contract. Extensive telephone and remote support are considered service.

Use of Time

Time billed for work performed during normal hours is \$125 per hour. Normal hours are from 8:00 AM to 5:00 PM Monday thru Friday.

Time required for emergency service during normal hours, work after hours, weekends or holidays would be billed at 1.5 hours per hour.

Items not covered.

This service contract does not cover the cost of parts or consumables, if parts are under warranty by the manufacturer, there will be no charge for the **part** provided under the manufacturer's warranty. There may be a shipping charge billable to the customer if there are any charges to ship back parts to the manufacturer to satisfy the warranty.

Response Time for Network Service

A technician will respond to all on-site requests by the **next business day during normal business hours** from the time of the call. The customer will be billed at \$125.00 per hour for onsite service. Remote login may be an option as well.

After Hours Calls

This contract does not cover after hour's calls; Technicians may be required to stay on site after normal business hours at the discretion of the customer. Any hours needed after 5 PM on any business day will be billed to the customer at a rate of 1.5 hours per hour. If needed, the service can resume the next business day to complete jobs at the normal hourly rate.

UES Technologies cannot be held responsible for loss or damage of data due to user error or equipment failure.

Usage of Hours

UES Technologies will schedule a technician based on the customer's needs.

Liabilities

UES Technologies cannot be held responsible for loss or damage of data due to user error or equipment failure.

UES Technologies cannot be held responsible for electronic errors with paging systems or telephone companies.

UES Technologies will provide a normal business phone number to call. (715-732-9103)

Remote Login Software

To resolve issues quickly, UES Technologies requires the ability to remotely login to the customer's network using a remote software of UES Technologies choice. There will be an additional fee for this service.

Signatures

Client

Customer

Address

Customer Signature

Date

UES Technologies Representative Signature

Date

- F. *Application.* This section is binding on all individuals traveling in and through the Town of Peshtigo in any manner on any and all town roads.
- G. *Route.*
1. All roads in the Town of Peshtigo ~~may be~~ are open to ATVs/UTVs unless otherwise posted. ~~Only roads that have ATV route signs installed are open to ATV/UTV use. The Town of Peshtigo and the Oconto Area ATV club will determine which roads will be signed.~~
 2. The aforementioned routes shall not include any private roads or driveways nor any private property in the Town of Peshtigo. The Town of Peshtigo shall retain the right to close any town roads to ATV/UTV operation for special events, or due to street construction or repair, without advance notice.
- H. *Laws.* The Town of Peshtigo accepts no liability for the operation of ATVs/UTVs on any town roads under the provisions of this section. ATVs/UTVs that operate on the aforementioned roads shall abide by all state laws regulating ATV/UTV operation, ~~including the following:~~
1. ~~Operate in the extreme right hand portion of the traveled part of the road and travel in single file.~~
 2. ~~Speed limit shall not exceed 40 mph unless town speed limits on roadway as posted are lower or by any official ATV/UTV speed limit sign.~~
 3. ~~ATVs/UTVs operated on town roads pursuant to this section shall have the following properly working equipment:~~
 - a. ~~One or more headlights;~~
 - b. ~~A red rear light, and a working red brake light;~~
 - c. ~~Brakes in good mechanical condition; and~~
 - d. ~~A muffler system and such other equipment or devices that comply with the noise level standards as set forth in 23 V.S.A. Section 3505(b), and regulations adopted pursuant thereto.~~
 4. ~~ATVs/UTVs operated on town roads shall be currently registered by the State of Wisconsin in accordance with Wisconsin State Statutes. Registration does not constitute a license to cross or operate an ATV/UTV on public or private roads.~~
 5. ~~At all times while operating an ATV/UTV on town roads, operators born after January 1, 1988 shall have passed an approved safety course. The driver of an ATV/UTV shall obey all State of Wisconsin laws regarding the operation of ATVs/UTVs.~~
 6. ~~Except as otherwise provided in this section, a person may only operate or permit an ATV/UTV owned by him/her or under their control to be operated in accordance with Wisconsin State Statutes and all regulations adopted pursuant thereto.~~
 7. ~~ATVs/UTVs traveling on town roads shall travel on the right side of the road, in single file, and with headlights activated, at a rate of speed not to exceed the posted speed limit.~~
 8. ~~When operating an ATV/UTV under this section, if the ATV/UTV has no turn signals and/or brake lights, the operator shall use hand signals when making turns or stopping.~~
 9. ~~No public or private landowner shall be liable for any property damage or personal injury sustained by any person operating or riding as a passenger on an ATV/UTV or upon a vehicle or other device drawn by an ATV/UTV upon the public or private landowner's property, whether or not the public or private landowner has given permission to use the land unless the public or private landowner charges a cash fee to the operator or owner of the ATV/UTV for the use of the property or unless damage or injury is intentionally inflicted by the landowner.~~
 10. ~~ATV/UTV operators must remain on an approved marked trail or route. Upon failure to do so, Wisconsin DNR and other penalties may apply.~~
 11. ~~It shall be unlawful for any person to consume or have in their possession any open container containing an alcoholic beverage upon any public street, public way, public alley, or public parking lot within the Town of Peshtigo.~~
- I. *Severability.* Should any portion of the section be declared unconstitutional, or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected.

J. *Enforcement.* The Town of Peshtigo Board gives the authority to enforce this section to the Marinette County Sherriff's department, or its designee, as allowed by Wisconsin Statutes. ~~The enforcement officer may order the owner or operator of any vehicle being operated on a highway or street to suspend operation. Verbal or written warnings may be allowed at the discretion of the enforcement authority in this subsection.~~

K. ~~*Penalties.* The penalties set forth in Wis. Stats. § 23.33(13)(a), are adopted herein by reference.~~

(Code 2006, § 10-2-1(b); Ord. No. 2019-601, 6-18-2019)

***Editor's note(s)**— Ord. No. 2019-601, adopted June 18, 2019, amended the title of § 54-171 to read as herein set out. The former §5 54-171 titles pertained to statutes adopted.



Public Record Request Policy
Policy #202508-01

It is the policy of the Town of Peshtigo to provide access to public records pursuant to Wis. Stat. §§ 19.31-19.37 and in reference to the 2025 edition of the *Wisconsin Public Records Law Compliance Guide*.

Public Access to Records

The public may obtain information and access to Town records during normal business hours.

- Tuesdays and Thursdays 10 a.m. – 2 p.m.
- Town Hall, W2435 Old Peshtigo Road, Marinette, Wisconsin, 54143.
- An appointment may be necessary depending upon the request.

Fees for Record Requests

The following fees shall be imposed upon the requester:

- Visual Inspections: No charge.
- Copies/Scans/Faxes: \$0.25 per page for black and white, \$0.50 per page for color (if double-sided, \$0.25 or \$0.50 per side).
- Digital Media: Actual cost of data storage device with minimum charge of \$5.00 for a 4-8 GB flash drive; a quote will be provided to the requester when larger capacity storage device is required.
- Location Costs: Costs associated with locating a record not readily accessible shall be imposed at the hourly pay rate of the lowest paid employee capable of performing the task if said costs total \$50.00 or more.
- Process of Redaction: No charge.
- Shipping/Mailing: Actual cost.
- Prepayment of Fees: Prepayment may be required if the total amount exceeds \$5.00, thereby delaying the process of fulfilling the request until payment is received.

Copy fees excluded from this policy are those set by Wisconsin State Statute.



Access Procedures

A request to inspect or for copies of a record shall be made to the legal custodian who shall, as soon as practicable and without delay, either fulfill the request or notify the requester of the determination to deny the request in whole or in part and the reasons thereof. If the request is in writing, a denial or partial denial of access shall be in writing.

If records are not readily accessible, the legal custodian may send a brief acknowledgment indicating when a response may reasonably be anticipated.

A request shall be deemed sufficient if it reasonably describes the requested record or information. A record request without a reasonable limitation as to the subject matter or length of time represented by the record does not constitute a sufficient request.

If a record contains information that may be disclosed and information that is exempt from disclosure, the legal custodian shall provide the information that may be disclosed and redact the information that is exempt prior to release of the record. The custodian may confer with the Town Attorney prior to releasing any such record and shall follow the guidance of the Town Attorney.

If a record does not exist in the format requested by the requester, the custodian of the record is not required to recreate a document.

If no responsive record exists, the legal custodian shall inform the requester.

The legal custodian may require supervision during inspection or may impose reasonable restrictions on the manner of access to an original record if the record is irreplaceable or easily damaged.

Record Request Form

While not required, a *Public Records Request Form* is available at the Town Hall for the requester's convenience.

Policy Maintenance and Amendments

The Town Board of Supervisors authorizes the Town Clerk and/or Town Attorney to maintain this policy and make amendments according to changes required by Wisconsin State Statute and to update legal custodian of records.



Legal Custodians

Town Clerk: General Town records including Town Board records.

715-582-4332 – email: topclerk@townofpeshtigo.org

Town Treasurer: Town financial records.

715-582-4322 – email: toptreasurer@townofpeshtigo.org

Town Board of Supervisors, Fire Department, Constable: Regular office hours not maintained, 72 hours advance notice of intent to inspect or copy records required. While the Town Clerk is the legal custodian of all records of the Board of Supervisors, Fire Department and Constable, each individual is the custodian of all records generated outside of the Town Hall as well as business conducted outside of the Clerk's knowledge.

Contact information available at the Town Hall or on the Town website.

Municipal Judge and Clerk of Court: Regular office hours not maintained, 72 hours advance notice of intent to inspect or copy records required.

Contact information available at the Town Hall or on the Town website.

Assessor: Tom McGuire, independent contractor.

715-732-4400 or 715-923-9655 – email: topassessor@townofpeshtigo.org

Building Inspector: Bryan Lauritzen, independent contractor.

920-373-7598 – email: procheckwi@gmail.com



Public Records Request Form

Requester's Name* _____

Address* _____

City* _____ **State*** _____ **Zip*** _____

Phone* _____

* Voluntary – Requester is not required to give name or reason for request. If above information is not provided, it is the requester's responsibility to check back at a future date with the record's custodian on availability of records.

Specific records requested _____

Following to be filled out by Custodian of Records:

Request Received Date _____

By: Mail _____ Email _____ In-person _____ Phone _____

Request Approved: Yes _____ Filled by: _____

Reason if denied: _____

Copies Requested: Yes _____ No _____

Copy/Scan/Fax Pages _____ @ \$0.25 / \$0.50 per page \$ _____ Storage Device \$ _____

Location Hours _____ @ \$ _____ per hour = \$ _____ Shipping/Mailing \$ _____

Other Charges _____ \$ _____

Total Cost \$ _____ Paid _____

Notice: If your record request has been denied, you have the right to a review by writ of mandamus under Wis. Stat. § 19.37(1) or upon application to the District Attorney or Attorney General.