

MINUTES

FIRE, LIGHTING & BUILDING

MONDAY – SEPTEMBER 22, 2025 – 3:30 P.M.

COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Keith Klimek, Debbie Sievert, and Tony O'Neill.

Others Attending: Mayor Katie Berman, Clerk-Treasurer Tammy Kasal, Fire & EMS Chief Chuck Gardon, Public Works Director Matt Decur, Police Chief Fred Popp, and Joel Ahrens.

Chair Klimek called the meeting to order at 3:30 p.m.

Motion by Sievert and seconded by O'Neil to approve the agenda. Motion carried 3/0.

Motion by O'Neill and seconded by Sievert to approve the August 20, 2025 meeting minutes. Motion carried 3/0.

Peshtigo Library lease contract:

The proposed Peshtigo Library Amended Lease was reviewed. Discussion was held. Obligation #3 was discussed as the Library requested a change to allow the use of the leased premise by any others approved by the Library. Further discussion will be held at the next meeting with Library representation present.

Building Inspector contract:

The 2025 Building Inspector contract currently includes a fee of \$10,000 and building permit fees. The City of Oconto is proposing an annual fee of \$20,000 and building permit fees. Further discussion will be held at the next meeting.

2026/2027 CIP borrowing:

The proposed Fire, Lighting & Building CIP for 2026 was presented and reviewed. Discussion was held.

Motion by Klimek and seconded by O'Neill to forward the proposed 2026 Fire, Lighting & Building CIP to the Finance & Claims Committee. Motion carried 3/0.

2026 Budget:

The proposed Fire & EMS Department and the City Hall and Community Center budgets for 2026 were reviewed and discussed.

Motion by Klimek and seconded by Sievert to forward the proposed 2026 Fire & EMS Department and the City Hall and Community Center budgets to the Finance & Claims Committee. Motion carried 3/0.

Facility report by Mayor Berman:

- Community Center landscaping has been completed.

Other Matters: None

Set future meeting(s):

The next Fire, Lighting & Building meeting will be scheduled when needed.

Motion by Sievert and seconded by O'Neill to adjourn at 4:46 p.m. Motion carried 3/0.

Tammy Kasal
Clerk-Treasurer

Katie Berman

From: Matt Decur
Sent: Thursday, November 6, 2025 5:20 PM
To: Katie Berman
Subject: RE: Antenna tower at Landmark property

Removal of the antenna is not part of Balestrieri's work and would be included in future demolition phases/projects.

I don't think that the City has any use for or value in the antenna. Contractors may see a salvage value in the antenna that should offset some of the City's cost to remove it.

There are safety and liability implications. Safe removal of the antenna will require specialized equipment (tall boom truck). The condition of the building, height of the antenna, and proximately to streets & neighboring properties warrant general liability insurance meeting the City's minimum requirements for construction contractors.

If Mr. Lesperance has the equipment & insurance to be hired as a contractor and sees salvage value in the antenna, he could submit a cost proposal for the work that may not require bidding or Council approvals.

Matt Decur, P.E.

Director of Public Works
City of Peshtigo
331 French Street Suite A
Peshtigo, WI 54157
(715) 504-0894



From: Katie Berman
Sent: Thursday, November 6, 2025 12:38 PM
To: david dspanglaw.com <david@dspanglaw.com>; Becky <becky@dspanglaw.com>; Matt Decur <mattd@cityofpeshtigo.us>
Cc: Tammy Kasal <tammyk@cityofpeshtigo.us>
Subject: Antenna tower at Landmark property

Hi all,

An inquiry came to me from a guy named **Nathan Lesperance** (spelling to be confirmed) called asking if he can acquire/remove the antenna tower on the Landmark property. {75-619-6122, I have not reached out to him to verify the scope of his request. He left me a voicemail on Wednesday 05, 2025 at 11:03 AM}

Quick plan:

1. **Confirm the demo scope** with Public Works: is the tower included and are salvage rights already with the future demo of this site? What are safety/liability and potential salvage implications?
2. If the tower is **not** in the demo scope, we can declare it **surplus personal property** and dispose of it under our policy (sealed bids/auction or documented direct sale if value is nominal) and require the remover to carry insurance and indemnify the City.
3. If Council prefers to treat it as **no- or low-value "rubbish,"** we can authorize removal via a short **Right-of-Entry & Removal Agreement** with proof of insurance, a refundable site-restoration deposit, and coordination with any safety requirements.

I'd like a quick check-in to help me figure out the best course of action and if we proceed the agreement language.

Thank you for your time,

Katie Berman

Mayor, City of Peshtigo

715-582-3041

331 French Street

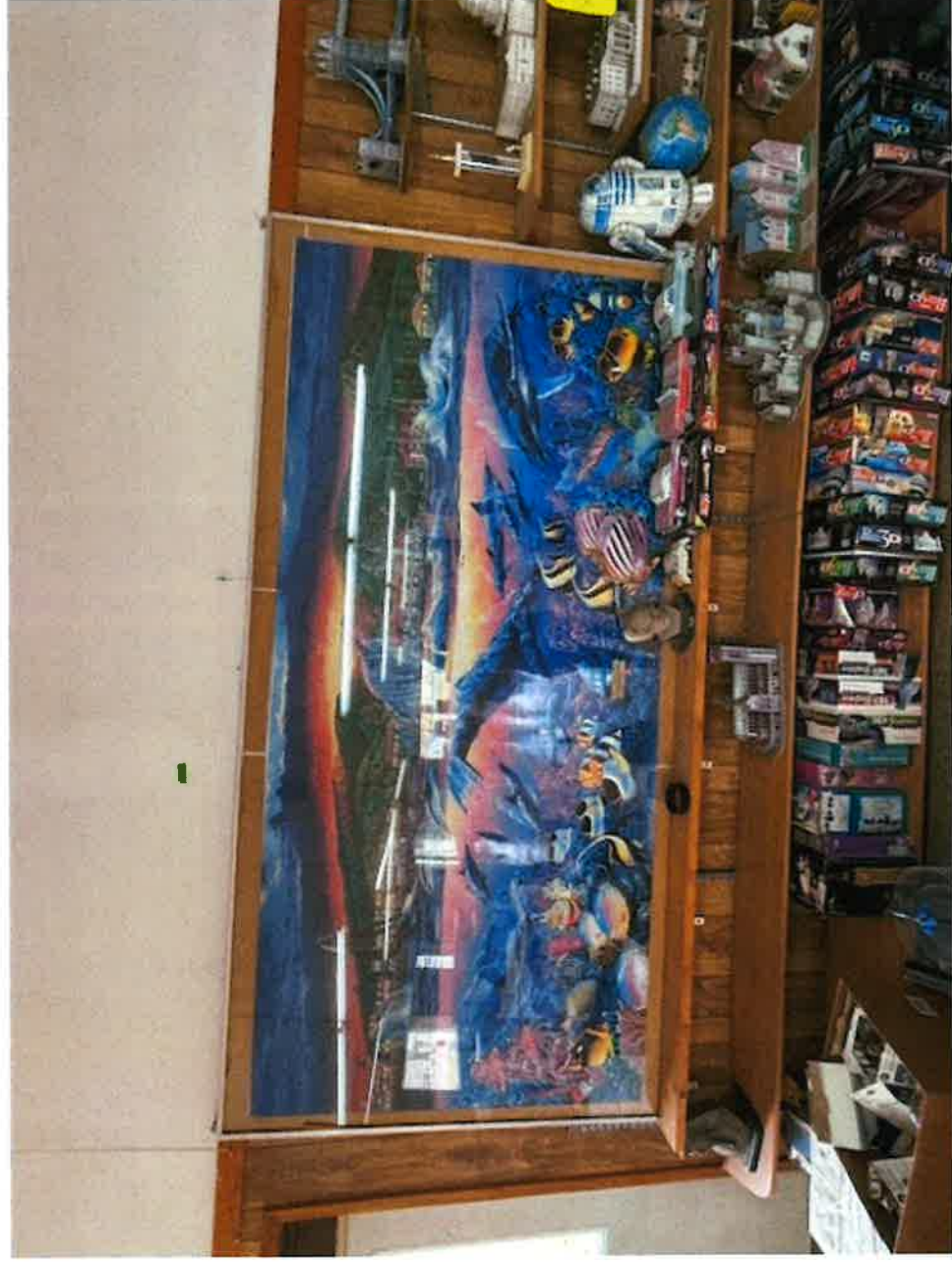
Peshtigo, WI 54157

ci.peshtigo.wi.us





Request by Rob WeSage to donate the below puzzle to City Hall
5ft by 10ft



PROPERTY LEASE

Peshtigo Visitors Center

THIS LEASE, made in the City of Peshtigo, Wisconsin on the 13th day of November, 2025, by the City of Peshtigo, (the "City") a Wisconsin municipal corporation, hereinafter called the "Lessor" and Peshtigo Area Chamber of Commerce of Peshtigo, Wisconsin, hereinafter called the "Lessee".

WITNESSETH, That the Lessor has available a certain building, to wit: an A-Frame structure known as "The Peshtigo Visitors Center", located at 590 Maple Street, Peshtigo, WI 54157, that the Common Council of the City of Peshtigo desires to be utilized for the benefit of the community, and,

WHEREAS, the Lessee has requested the use of said building for its own purposes and in furtherance of its activities as the Peshtigo Area Chamber of Commerce.

NOW, THEREFORE, in consideration of the sum of One Dollar and 00/100 (\$1.00) and the mutual promises and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by the parties, the Lessor does hereby lease to the Lessee and Lessee hereby leases from the Lessor, the building known as "The Peshtigo Tourist Information Booth" (hereinafter the "structure") under the following terms and conditions:

1. The Lease shall be for a Three (3) year term beginning on January 1, 2026 and ending on December 31, 2028, unless earlier terminated as provided for herein.
2. The Lessee covenants and agrees to make such changes and alterations to said structure as may be necessary and approved by the City for its use as a Tourist Information Booth, and further covenants and agrees to maintain and keep in good repair the structure, and every part thereof, together with all fixtures and appliances therein contained. It is further mutually understood and agreed that no major alterations shall be effected in said structure unless the approval of the Common Council of the City of Peshtigo shall first be obtained.
3. The Lessee shall be responsible, at Lessee's cost to maintain said structure and shall keep the same properly painted and the roof, electrical installations and windows in good repair, and shall be liable for all landscaping and general maintenance of said structure.
4. The Lessor shall procure and pay for adequate property and liability insurance upon said structure as approved by the City, naming the City of Peshtigo as an additional insured on said policies.
5. Lessee shall be responsible for all utilities associated with said premises.

6. The Lessee further covenants and agrees at all times during this lease to indemnify and hold the Lessor harmless from any and all liability which might arise out of and by the use of the public of said structure, including without limitation, from and against all claims, suits, causes of action, judgments, damages, losses, penalties, costs, disbursements, expenses and attorneys' fees including suits, losses, claims, causes of action, judgments, damages, penalties, costs, disbursements, expenses and attorneys' fees which may be asserted, alleged, demanded, claimed, recovered or otherwise incurred or sustained by the City as a result of, or in connection with, the use of the Structure by the Lessee, including without limitation, suits, losses, claims, judgments, damages, penalties, costs, disbursements and expenses arising out of the use of the Structure or death or injury to a third party or damage to property of a third party (individually and/or collectively "Claim" or "Claims").
7. The Lessee, at its sole cost and expense, even if any such allegation of liability is groundless, false or fraudulent, shall assume the defense of any such Claim upon written notice from the City. The City shall be entitled, at the City's option to participate in the defense of any such action with its own counsel at the Lessee's expense. The City shall be entitled to all costs and expenses incurred in enforcing this Indemnification Agreement, including but not limited to attorneys' fees and expenses.
8. The Lessee's agreement to defend, indemnify and hold harmless the City under the terms above is independent of, and in addition to, all other rights and recoveries available to the City, whether in law or in equity.
9. It is further understood and agreed by and between the parties hereto that the Lessee shall have the right to occupy said premises as long as said Lessee is an active and functioning organization and as long as said Lessee observes the covenants herein above set forth and it is mutually understood and agreed that in the event the Lessee fails to perform and abide by its several covenants herein contained as determined by the Lessor in its sole discretion, the Lessor may terminate the lease forthwith and the said Lessee shall deliver the said premises to the Lessor.
10. Notwithstanding the above, it is further understood and agreed by and between the parties hereto that in the event it becomes necessary for the Lessor to resume possession of said building, and the Lessor shall be the sole judge of the necessity of assuming control thereof, the Lessor shall so notify the Lessee, who, within one (1) year of being thus notified of the termination of this lease by the Lessor shall vacate said premises.
11. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Wisconsin, County of Marinette.

IN WITNESS WHEREOF, the parties have hereunto caused this lease to be executed in duplicate original and have signed and executed the same by their duly authorized officers, and as of the day and year first above written.

THE CITY OF PESHTIGO WI

By: _____
Katie Berman, Mayor

ATTEST:

By: _____
Tammy Kasal, Clerk-Treasurer

PESHTIGO AREA CHAMBER OF COMMERCE:

By: _____
President

ATTEST

By: _____
Secretary

TRIANGLE PARK LEASE

The City of Peshtigo, Lessor, in consideration of the sum of Three Dollars (\$3.00), One Dollar (\$1.00) per year for three years (November 1st - February 28th of each year) beginning November 1, 2025 and ending February 28, 2028 along with the utility bill for the Christmas Lighting (to be billed by the City of Peshtigo) herein paid by the Peshtigo Chamber of Commerce, Lessee, hereby leases to Lessee the following described parcel located in the City of Peshtigo, Wisconsin known as **TRIANGLE PARK**, to-wit:

Block Thirty-six (36), Plat of the Village of Peshtigo.

Dated this _____ day of _____, _____

THE CITY OF PESHTIGO, LESSOR

By: _____
Katie Berman, Mayor

PESHTIGO CHAMBER OF COMMERCE, LESSEE

By: _____
President

LIBRARY LEASE

THIS LEASE, made this 13th day of November, 2025 by and between the City of Peshtigo, Wisconsin, hereinafter called "Lessor", party of the first part, and Marinette County Consolidated Public Library, hereinafter called the "Lessee", party of the second part.

WITNESSETH:

LEASE:

Lessor hereby leases unto Lessee and Lessee hereby rents as tenant Rooms 150, 151 and 152 on the first floor of the Peshtigo Municipal Building, plus a six (6) foot by eight (8) foot storage room on the second floor of said building, in the City of Peshtigo, Wisconsin, to be occupied and used as a public library only and for no other purpose ("Facilities"), and approximately 425 square feet of lawn area directing in front of the Peshtigo Public Library windows to be used and maintained exclusively as a Pollinator Garden ("Pollinator Garden"), all on the following terms and conditions:

TERM:

1. The term of this Lease shall begin on January 1, 2026 and shall end on the 31st day of December, 2026. This lease may be renewed at the expiration hereof upon such terms and conditions as are then agreeable between the parties.
2. As rent for said premises, Lessee shall pay Lessor at the office of the Peshtigo City Treasurer, Peshtigo Municipal Building, Peshtigo, Wisconsin, the sum of \$7,800.00 payable on the fifth business day of each month in monthly installments of \$650.00 each in advance and without demand, the first payment to be made on or before January 5, 2026.

LESSOR'S OBLIGATIONS:

1. Lessor shall furnish heat, water and electrical service to the leased premises.
2. If during the term of this lease the building is so injured by fire or other casualty, not occurring through Lessee's negligence, that the lease premises are rendered wholly unfit for occupancy and the same cannot be repaired within sixty (60) days from the happening of such injury, then this lease shall cease and terminate from the date of such injury.
3. Lessor may assist the Lessee with initial site preparation of the Pollinator Garden.

LESSEE'S OBLIGATIONS:

As to the Facilities:

1. Lessee shall make no alterations in or to said premises without the consent of Lessor first had and obtained in writing under penalty of forfeiture of this lease and damages. All alterations to said premises shall remain for the benefit of the Lessor, unless otherwise provided in said consent as aforesaid.
2. Other than perimeter wall shelving and stacks, Lessee shall install no shelving or equipment in the leased premises without prior approval of same Lessor.

3. During the term of this lease, and any renewal thereof, the leased premises shall be used for library purposes only and shall not be sublet by Lessee. Lessee may not permit use of the leased premises by any person, club, organization, or group whatsoever for meetings or any other purpose, unless the same is library approved and the purpose is related to normal library functions.
4. Lessee shall provide ordinary janitorial and maintenance service for the leased premises and pay its own charges for telephone service.
5. Lessee shall extinguish lights in the leased premises and lock north and west door of the Peshtigo Municipal Building at the close of evening library hours.
6. Lessee shall keep the leased premises in as good repair as the same are at the commencement of said term, reasonable use and wear thereof and damage by accidental fire or other accidents, not happening through the neglect of Lessee, only excepted.
7. Lessee shall not attach any aerial, antenna wire or any other apparatus for any purpose whatsoever to the interior or exterior of the leased premises, whether permanently or otherwise, without the written consent of the Lessor.
8. Insurance:
 - (A) Each party shall procure and maintain policies of liability insurance, at its own cost and expense, throughout the term of the Lease, insuring Lessor and Lessee from all claims, demands or actions made by or on behalf of any person or persons, firm or corporation and arising from, related to or connected with the Property, for bodily injury to or personal injury to or death of any person, or more than one person, in an amount of not less than \$1,000,000.00 combined single limit per occurrence/aggregate. Said insurance shall be written on an "occurrence" basis and not a "claims made" basis. Said insurance shall also fully cover the indemnity set forth in subparagraph (b) below.
 - (B) Each party shall defend, indemnify, and hold the other harmless against any and all claims, damages and lawsuits arising after the execution hereof, and any orders, decrees or Judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property from loss of life sustained in or about the Property of whatever nature, caused by, resulting from any act, omission or negligence of the other or any employee or agent of the other.

As to the Pollinator Garden:

1. Lessee agrees and shall comply with the terms of the "Proposed Management Plan for Library Pollinator Garden at City Hall", attached hereto and incorporated herein by reference.
2. Lessee shall plant and maintain the Pollinator Garden so as to not unreasonably detract aesthetically or create an unreasonable risk of harm to city residents and library users.
3. Lessee acknowledges and agrees that the City, in its sole discretion, may terminate the rights of Lessee to lease the Pollinator Garden at any time, for violation of the terms of this lease or for any other reason.
4. Lessee agrees to restore the site to its original condition upon non-renewal of the Lease or upon termination by the City as stated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the date and year first written.

In Presence Of:

CITY OF PESHTIGO, LESSOR

BY _____
Katie Berman, Mayor

BY _____
Tammy Kasal, City Clerk

MARINETTE COUNTY CONSOLIDATED
PUBLIC LIBRARY, LESSEE

BY _____

DRAFT
November 5, 2025

**BUILDING INSPECTOR
SERVICE AGREEMENT**

By and Between
CITY OF OCONTO
And
CITY OF PESHTIGO

THIS SERVICE AGREEMENT for the services of a Building Inspector, is made and entered into this ____ day of December, 2025, by and between the City of Oconto, a Wisconsin municipal corporation, of 1210 Main Street, Oconto, Oconto County, Wisconsin (hereinafter "OCONTO") and City of Peshtigo, a Wisconsin municipal corporation, of 331 French Street, Peshtigo, Marinette County, Wisconsin (hereinafter "PESHTIGO").

RECITALS

That PESHTIGO desires to contract for the services of a Building Inspector in the City of Peshtigo, Marinette County, Wisconsin; and

That OCONTO currently has a full-time Building Inspector available for providing building inspection services to another municipality; and

That OCONTO and PESHTIGO desire to enter into an intergovernmental agreement, pursuant to Section 66.0301, Wisconsin Statutes, for the services of a Building Inspector for the City of Peshtigo, Marinette County, Wisconsin;

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

AGREEMENT

1. **SERVICES.** The contracted employee shall serve as Building Inspector, for the City of Peshtigo, Marinette County, Wisconsin, and shall perform such duties and services in accordance with the job description set forth by Section 2-3-9 of the Municipal Code of Ordinances for the City of Peshtigo, as well as Wisconsin Statutes, and as may from time to time be assigned by the appropriate Committee, the Mayor and/or the City Council.
2. **TERM.**
 - A. The term of this Agreement shall commence as of January 1, 2026, and will continue for a one (1) year term, until December 31, 2026, and thereafter shall be considered automatically renewed for successive one (1) year periods unless revised or amended by the parties prior to the end of each year. If either party wishes to dissolve this agreement, a 60 day notice shall be provided in writing.

3. **FEE.** PESHTIGO agrees to pay to OCONTO, for services rendered pursuant to this Service Agreement, an annual fee of \$ 20,000.00, payable quarterly, effective January 1, 2026, through December 31, 2026, and OCONTO shall receive all building permit revenue generated by the issuance of building permits.
4. **DUTIES AND RESPONSIBILITIES OF OCONTO.** The City of Oconto shall:
 - (a) Provide building inspection staffing for the services set forth herein; and
 - (b) Pay, withhold, and be responsible for all payroll taxes, benefits and insurance relating to the Building Inspector provided within this Agreement. PESHTIGO shall not be responsible in any manner or means for claiming such personnel as an employee of the City of Peshtigo, and shall not include such personnel in any plans, policies and practices relating to compensation or benefits.
5. **DUTIES AND RESONSIBILITIES OF PESHTIGO.** The City of Peshtigo shall:
 - (a) Provide input and limited supervision of the Building Inspector providing the services hereunder;
 - (b) Provide the Building Inspector with a week of off-time from standard hours available for inspection services; and
 - (c) Pay all quarterly amounts due to the OCONTO for services rendered pursuant to the terms of this Agreement.
 - (d) Provide administrative staffing and secretarial support for the services set forth herein; and
 - (e) Pay all permit fees monthly due to OCONTO for services rendered pursuant to the terms of this Agreement; and
 - (f) Adopting and revise fees to maintain continuity with the City of Oconto fees.
6. **RELATIONSHIP OF THE PARTIES.** The services that OCONTO renders to PESHTIGO under this Agreement shall be as an independent contractor with respect to PESHTIGO. Nothing contained within this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between the City of Oconto and the City of Peshtigo.
7. **LIMITATION OF LIABILITY.** In no event shall either party be liable to the other or to any third party or any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable or whether or not such party has been advised of the possibility of such damage.
8. **AMENDMENT.** This Agreement may only be amended by an agreement in writing signed by OCONTO and PESHTIGO. No waiver of any provision of this Agreement shall be valid unless in writing and signed by OCONTO and PESHTIGO.
9. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not

affect any other provision of this Agreement and the remaining provisions hereof shall remain in full force and effect.

10. **COVERAGE.** This Agreement constitutes the entire Agreement between the parties with respect to the building inspection services rendered, and there are no further agreements or representations except as contained herein. OCONTO represents to PESHTIGO that it is contractually free to enter into this Agreement for building inspection services and has no employment restraints or other employment obligations existing as of the date of commencement of this Agreement.

11. **CHOICE OF LAW.** This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Wisconsin, and jurisdiction within the County of Oconto.

12. **NOTICE.** Any notices to be given hereunder shall be deemed sufficient if addressed in writing and delivered by registered or certified mail or delivered personally, in the case of the OCONTO, to its principal City office, and in the case of the PESHTIGO to its principal City office.

IN WITNESS WHEREOF, the parties hereby execute this Agreement in multiple originals on the last date written below.

Dated this ____ day of December, 2025.

CITY OF OCONTO

Clifton Martin, Mayor

Brittney M. Burrue, City Administrator

Dated this ____ day of December, 2025.

CITY OF PESHTIGO

Katie Berman, Mayor

Tammy Kasal, Clerk / Treasurer

This document prepared by:
Attorney Frank M. Calvert, City Attorney