Mayor Berman called the meeting to order at 7:00 p.m. with the following present: Alderpersons Brigitte Schmidt, Keith Klimek, Robert Warren, Joel Ahrens, and Tony O'Neill; Attorney David Spangenberg and Clerk-Treasurer Tammy Kasal.

Excused members: Debbie Sievert

Attending: Fire Chief Chuck Gardon, Public Works Director Matt Decur, Building Inspector Joe Last, Fred Meintz, Tom Gryzwa, Gary Motkowski, Taryn Nall, Charles Drees, Drees, Harry & Candy Meintz, Craig Lock, and Gracelyn Giese-Peshtigo Times.

Pledge of Allegiance.

Motion by Warren and seconded by Schmidt to approve the agenda as presented. Motion carried 5/0.

Minutes:
Motion by Warren and seconded by Klimek to approve the minutes of the October 7, 2025 Regular Meeting as presented. Motion carried 5/0.

Persons desiring to be heard from the floor: None

Business and Communications:

- American Water Works Association Award - Fred Meintz

Taryn Nall & Mayor Berman presented the Stewards of Safe Water Recognition Award to Fred Meintz.
Fred Meintz thanked everyone for their support over the years.

- Veterans Day Recognition

Mayor Berman recognized and thanked Veterans for their service.

Reports from Departments, Citizen Boards and Commissions:

- Monthly Building Inspection Report
- Monthly Police Report
- Monthly Fire/EMR Report

Committee Reports:

Industrial Park Oversight – October 3 &30, 2025

- Recommended Council approve the Compliance & Collaboration Notice and the letter of recruitment of property and business owners for committee advisory positions as amended.

Motion by O'Neill and seconded by Warren to approve the Compliance & Collaboration Notice and the letter of recruitment of property and business owners for committee advisory positions. Motion carried 5/0.

Personnel – October 8, 20 & 22, 2025

- Recommended Council approve hiring the candidate selected in closed session for the Department of Public Works as also discussed in closed session.

Motion by Schmidt and seconded by Warren to approve hiring Charles Drees for the Department of Public Works laborer position. Motion carried 5/0.

Water & Sewer – October 14, 2025

- No recommendations for the Common Council.

Finance & Claims – October 22, 2025

- Recommended Council approve the 2026 Fee Schedules.

Motion by Schmidt and seconded by Warren to approve the 2026 Fee Schedules. Motion carried 5/0.

Judiciary – October 29, 2025

- Recommended Council approve amending the meeting time of Council from 7:00 p.m. to 6:00 p.m. under Ordinance 2-187 effective January 1, 2026.

Action on changing the meeting time of Council from 7:00 p.m. to 6:00 p.m. under Ordinance 2-187 will be taken at the December Council Meeting after publication.

Streets & Drainage – October 30, 2025

- Recommended Council approve vacating the alley between Lots 4 & 20 of Block 26 of the Village of Peshtigo Plat running through the City Hall building.

Motion by Warren and seconded by Klimek to approve vacating the alley between Lots 4 & 20 of Block 26 of the Village of Peshtigo Plat running through the City Hall building. Motion carried 5/0.

- Discuss/consider Resolution 2025-10 Supporting the Submission of a FFY 2026-2030 Transportation Alternatives Program (TAP) Application for Preparation of a Safe Routes to School Plan for the City of Peshtigo.

Motion by Warren and seconded by Schmidt to approve Resolution 2025-10 Supporting the Submission of a FFY 2026-2030 Transportation Alternatives Program (TAP) Application for Preparation of a Safe Routes to School Plan for the City of Peshtigo. Motion carried 5/0.

- Recommended Council approve Resolution 2025-11 City of Peshtigo Approval of Changes to the City of Peshtigo Functional Classification System.

Motion by Warren and seconded by Klimek to approve Resolution 2025-11 City of Peshtigo Approval of Changes to the City of Peshtigo Functional Classification System. Motion carried 5/0.

Other Matters: None

Motion by Warren and seconded by O'Neill to adjourn at 7:20 p.m. Motion carried 5/0.

Tammy Kasal
Clerk-Treasurer

Mayor Berman called the meeting to order at 7:00 p.m. with the following present: Alderpersons Debbie Sievert, Keith Klimek, Robert Warren, Joel Ahrens, and Tony O'Neill; Attorney David Spangenberg and Clerk-Treasurer Tammy Kasal.
Excused members: Brigitte Schmidt

Attending: Parks & Recreation Director Lori Tonn, Public Works Director Matt Decur, Joe Murray-Ehlers, Inc. (virtual), Alan Dewitt, and Zthan Dewitt.,.

Pledge of Allegiance.

Motion by Warren and seconded by Sievert to approve the agenda as amended. Motion carried 5/0.

Financial management planning by Ehlers, Inc.:
Joe Murray of Ehlers, Inc. gave a presentation on 5-year forecast projection of the City budget to help the City better plan for the future. The base fee for the city is $15,000 and an additional fee of $1,500 each for additional utility or fund.

Public Hearing:
Resolution No. 2025-13 2026 Budget Adoption and Levy.

Mayor Berman opened the Public Hearing at 7:05 p.m.

Mayor Berman called three times for anyone to speak "for" or "against" Resolution No. 2025-13 2026 Budget Adoption and Levy.

Public comments: None

Mayor Berman declared the Public Hearing closed at 7:06 p.m.

Persons desiring to be heard from the floor: None

Committee Reports:
Finance & Claims

- Discuss/Consider Resolution 2025-12 Awarding the Sale of General Obligation Promissory Notes, Series 2025A.

Joe Murray of Ehlers, Inc. gave a presentation on the $2,355,000 General Obligation Promissory Notes, Series 2025A.

Motion by O'Neill and seconded by Warren to adopt Resolution 2025-12 Awarding the Sale of General Obligation Promissory Notes, Series 2025A. Motion carried 5/0.

- Adopt Resolution No. 2025-13 2026 Budget Adoption and Levy.

Motion by Warren and seconded by Sievert to adopt Resolution No. 2025-13 2026 Budget Adoption and Levy. Motion carried 5/0.

Other Matters: None

Motion by Sievert and seconded by Warren to adjourn at 7:21 p.m. Motion carried 5/0.

Tammy Kasal
Deputy Clerk-Treasurer

NOTICE OF
PUBLIC HEARING
CITY OF PESHTIGO

NOTICE IS HEREBY GIVEN that the Common Council of the City of Peshtigo, Wisconsin, will hold a public hearing on **TUESDAY, DECEMBER 2, 2025 – 7:00 p.m.** at the **City Hall Council Chambers, 331 French St., Peshtigo, WI 54157** to consider proposed amendments to the City of Peshtigo Municipal Code as follows:

1. **ORDINANCE NO 2025-06 – An Ordinance Amending Chapter 26-1 Regulating Manufactured and Mobile Homes**. This proposed ordinance amendment concerns licensing and permitting fees for mobile and manufactured housing and other appropriate updates to the ordinance.
2. **ORDINANCE NO 2025-07 – An Ordinance regulating Mobile Food Vendors.** This proposed ordinance creates section 12-77 to regulate mobile food vendors and their food trucks and trailers within the City.
3. **ORDINANCE NO 2025-08 – AN ORDINANCE Amending the Meeting Time of the Regular Meetings of the Common Council**. This proposed ordinance amendment concerns changing the common council meeting times to the first Tuesday of each calendar month, at the hour of **6:00 p.m.**, or as otherwise scheduled by the Common Council effective January 1, 2026.

At the hearing, interested parties will be given an opportunity to be heard. Copies of the proposed ordinance amendments are available for public inspection at the office of the City Clerk during regular business hours. All persons wishing to express their views are invited to attend. Written comments may also be submitted to the City Clerk prior to the hearing and will be made part of the record.

Dated this 12th day of November, 2025.

By Order of the Common Council,
Tammy Kasal
Clerk-Treasurer

Post: November 12, 2025
Publish: November 12, 2025
Publish: November 19, 2025

MINUTES

JUDICIARY
WEDNESDAY, OCTOBER 29, 2025 – 8:30 A.M.
COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Brigitte Schmidt and Tony O'Neill.
Members excused: Deborah Sievert

Others Attending: Mayor Katie Berman, Clerk-Treasurer Tammy Kasal, Attorney David Spangenberg, Building Inspector Joe Last, Parks & Recreation Director Lori Tonn, and Public Works Director Matt Decur.

Chair Schmidt called the meeting to order at 8:30 a.m.

Motion by Schmidt and seconded by O'Neill to approve the agenda. Motion carried 2/0.

Motion by Schmidt and seconded by O'Neill to approve the minutes of May 1, 2025. Motion carried 2/0.

Manufactured and mobile home communities annual license fee:
A proposed ordinance change for manufactured and mobile homes was reviewed and discussed.

Motion by Schmidt and seconded by O'Neill recommending Council approve Ordinance 2025-06 Amending Chapter 26-1 for Manufactured and Mobile Homes. Motion carried 2/0.

ATV/UTV ordinance and enforcement in Badger Campground and Park:
Parks & Recreation Director Tonn again requested ATV/UTV's be allowed in Badger Campground which is currently restricted by City Ordinance. Discussion was held on current complaints and requests on ATV/UTV's in the park. Further discussion and review of the entire ordinance will be held at a future meeting.

E-bike and e-scooter laws:
Mayor Berman presented Wisconsin State Statutes and a flyer for E-Bike laws. Further review will be held with law enforcement input to see if a City Ordinance would be needed with further restrictions. Mayor Berman will draft information to be distributed at the schools.

Updating ordinance book:
Options were discussed on updating the current Ordinance Book. If the City drafts one itself, it would be very time consuming. A second option is to contract with a vendor to draft a preliminary code and then have the City review and update that. Mayor Berman will obtain information on contracting with a third-party vendor. Further discussion will be held at a future meeting.

Winter parking in city municipal and triangle parking lots:
Discussion was held on the winter parking in the City Hall and Triangle parking lots. Currently parking permits may be obtained for specific properties. It was agreed to add a hold harmless agreement to the application/permit. Attorney Spangenberg will draft the language.

Food truck ordinance:
A preliminary ordinance regulating food trucks was distributed. Attorney Spangenberg will review and compare to the City of Marinette's newly established food truck ordinance.

Motion by Schmidt and seconded by O'Neill recommending Council approve the Mobile Food Vendors Ordinance as to be updated by Attorney Spangenberg. Motion carried 2/0.

Changing council meeting times:
Discussion was held on changing the Council Meeting time to 6:00 p.m.

Motion by Schmidt and seconded by O'Neill recommending Council approve amending the meeting time of Council from 7:00 p.m. to 6:00 p.m. under Ordinance 2-187 effective January 1, 2026. Motion carried 2/0.

Other Matters:
Mayor Berman is reviewing drafting an ordinance regulating shipping containers for mini-homes and storage units.

Motion by O'Neill and seconded by Schmidt to adjourn at 9:49 a.m. Motion carried 2/0.

Tammy Kasal
Clerk-Treasurer

ORDINANCE NO. 2025-06

Amendment to Section 26-1 of City Ordinances

That Sec. 26-1 of the Code of Ordinances, City of Peshtigo, Wisconsin is hereby amended in its entirety to read as follows:

Chapter 26 - MANUFACTURED AND MOBILE HOMES

Sec. 26-1. – License and Monthly Municipal Permit Fee.

(a) There is hereby imposed on each owner of a nonexempt, occupied manufactured or mobile home in the City a monthly license and permit fee as established by the Common Council from time to time and available at the office of the city clerk/treasurer and in accordance with Wis. Stats. § 66.0435 which is hereby adopted by reference and made part of this chapter as if fully set forth herein.

(b) The City shall collect from each licensee an annual license fee as set out in the City of Peshtigo's fee schedule for each 50 spaces or fraction of 50 spaces within the City limits.

(c) For nonexempt, occupied manufactured or mobile homes located in mobile home parks or located land owned by a person other than the manufactured or mobile home owner, the park owner/manager or the land owner shall have the responsibility of collecting and remitting the proper amount from each mobile home owner; provided, however, that the manufactured or mobile home owner shall bear ultimate responsibility or ensuring that the appropriate fee is timely remitted. Owners of occupied, nonexempt manufactured or mobile home, located within the City on the manufactured or mobile home owner's land or otherwise outside a mobile home park, shall be responsible for remitting the appropriate fees.

(d) Parking permit fees shall be paid to the City Clerk-Treasurer on or before the 10th day of the month following the month for which such fees are due in accordance with the terms of this section and such regulations as the City Clerk-Treasurer may reasonably promulgate.

(e) Mobile home park owners/managers of land on which are parked any occupied, nonexempt manufactured or mobile homes are situated shall furnish information to the City Clerk-Treasurer and Assessor on such homes added to their park or land, within five days after arrival of such home, on forms furnished by the City Clerk-Treasurer in accordance with Wis. Stats. § 66.0435.

(f) Owners of nonexempt, occupied manufactured or mobile homes, upon receipt of notice from the City Clerk-Treasurer of their liability for the monthly parking permit fee, shall remit to the City Clerk-Treasurer a cash deposit of in the amount established by the Common Council and available in the office of the City Clerk-Treasurer to guarantee payment of such fees when due to the City. It shall be the full and complete responsibility of the owner/manager of a mobile home park to collect such cash deposits from each occupied, nonexempt mobile home therein and to remit such deposits to the City Clerk-Treasurer. Upon receipt of a notice from the owner or

licensee that the nonexempt, occupied mobile home has been or is about to be removed from the City, the City Clerk-Treasurer shall apply said cash deposit to reduce any monthly parking permit fees for which said owner is liable and refund the balance, if any, to said owner.(f)It shall be unlawful for any person to park a mobile home outside a mobile home park in the City.

(Code 1991, § 7-5-1)

Adopted this _____ day of _____, 2025.

OFFERED BY: _____
Alderperson

SECONDED BY: _____
Alderperson

APPROVED:

_____
Katie Berman, Mayor

ATTEST:
I hereby certify that the foregoing ordinance was duly adopted by the City of Peshtigo at a legal meeting on this _____ day of _____, 2025.

_____
Tammy Kasal
City Clerk-Treasurer

ORDINANCE NO. 2025-07

Ordinance regulating Mobile Food Vendors

That the Code of Ordinances, City of Peshtigo, Wisconsin is amended by adding a Section to be numbered Section 12-77 which shall read as follows:

CHAPTER 12 – BUSINESS REGULATION AND TAXATION

ARTICLE IV – TRANSIENT MERCHANTS

Sec. 12-77. Mobile Food Vendors

(a) Purpose.
The purpose of this Section is to provide guidance on mobile food vending within the city limits, promote the city's vision for its downtown and its aesthetic values, allow mobile food vending as a special amenity, and to protect the health and welfare of residents and visitors.

(b) License Required.
It is unlawful for any person to operate within the city a mobile food unit, as defined in this Section, without having obtained a license for that purpose. A separate license shall be required for each mobile food unit. No person shall then sell or offer food products at any location until the food vendor has been duly licensed. An approved license for use of mobile food facilities must be obtained from the City prior to any mobile food unit operating within the city limits.

1. Mobile Food Unit license. Every mobile food vendor shall obtain an annual mobile food vendor license from the City of Peshtigo.
2. Health Department approval: All mobile food units used for vending food shall be licensed for such use by all applicable health agencies.
3. Renewal. Upon renewal of license, each applicant must provide a new application and the annual fee. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
4. Transfer. A license issued under this Section shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
5. Surrender; alteration; failure to display. On the expiration of a license issued under this Section, the license holder shall surrender the license to the City Clerk. No person shall alter or change in any manner any license issued under the provisions of this Section, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(c) Definitions.

"Mobile food unit" means a licensed and operable motor vehicle, or trailer used to serve, vend, or provide ready-to-eat food or nonalcoholic beverages for human consumption from an approved and fixed location."

"Mobile food vendor" means any business operator or vendor who conducts business from a motor vehicle or trailer upon public streets or private property, referred to in this chapter as "vendor."

"Ice Cream Truck/Cart: **Ice Cream Truck** means a commercial vehicle that serves as a mobile retail outlet for ice cream, poopsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as lang as necessary to complete a sales transaction and in no case longer than 15 minutes, provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic. **"Ice Cream Cart"** means a non-self-propelled wheeled cart, specifically designed and used for keeping storing, or cooling ice cream or frozen treats or beverages for sale by a mobile food vendor, which may be moved by one person without the assistance of a motor.

(d) Scope

The provisions of this chapter apply to mobile food units engaged in the business of cooking, preparing, and distributing food or beverages with or without charge upon or in public and private locations within the City of Peshtigo.

(e) Activities Not requiring a license

EXEMPTIONS:

The provisions of this chapter shall not be applied to:

(1) Lemonade stands;

(2) Ice Cream Trucks/Carts:

(3) Delivery or distribution of food, goods or products ordered or purchased by customers from a source or point of sale other than a mobile food unit operated for the purpose of soliciting customers while located on city streets or private property;

(4) Events which are conducted and held entirely within the confines of Badger Park and which comply with all other provisions of this Chapter and/or relevant city ordinances.

(f) Licensing Process

(1) **Application for License.** A person desiring to operate a mobile food unit must complete and return to the City Clerk, a registration form furnished by the City Clerk and pay the proper license fee for each mobile food unit managed by the person. No mobile food unit shall locate or operate within the city until all necessary licenses have been issued and insurance coverage is presented. In addition to the materials submitted with the application, mobile food vendors operating on privately owned land must submit a written consent of the property owner.

(2) **Approval by Police Department and Clerk.** The application shall be forwarded to the Police Department for review. If the Police Department approves the application and all other requirements are met, the Clerk shall review the application and if appropriate issue the license to the applicant.

(3) **Application denial.** An applicant of a mobile food truck may be denied where:

(i) The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
(ii) The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
(iii) The applicant made a false statement on the application.
(iv) The applicant is under 18 years of age.
(v) Any other reason provided under § 12-72 of the City Ordinances.

(4) **Appeal**. If the permit is denied, the applicant may appeal to the License and Police Committee.

(g) License fee.

An annual licensing fee must be paid with the application for license as designated on the City of Peshtigo municipal fee schedule. If the application is denied, the license fee will be refunded to the applicant.

(h) Term of license.

The licenses issued pursuant to this chapter are not transferrable and are valid for one (1) year from the date of issuance.

(i) Exhibition of license.

(j) Permitted Locations.

1. Mobile food units may operate on private property in the B-1, Neighborhood Business District, B-2 General Commercial District, and B-3 Highway Commercial

District, including parking lots, with the written consent from the property owner. Evidence of such written consent and approval shall be provided to the city prior to the on-site location of the mobile food unit.

2. Mobile food units located on public property shall operate only in the B-1, B-2 and B-3 commercial zones. The city shall approve spaces assigned to mobile food units. Location of a mobile food unit within any public right-of-way or on any public property, other than a site approved by the city, is prohibited.

3. Mobile food vending units shall be prohibited in the following areas:

(i) Any residential zones and abutting rights-of-way.

(ii) City rights-of-way.

(iii) Private streets.

(iv) Parking areas unless it can be demonstrated that the minimum parking requirements are met on each site.

4. Mobile food vending units may be allowed within the prohibited areas in subsections (3)(i) through (iv) of this subsection if approved as part of a special event permit, or when approved to be located on a city-owned property.

5 Mobile food vending may be allowed on city-owned properties approved pursuant to either city contract, or a special event permit.

6. Mobile food vending units shall be located at least 100 feet from an existing eating and drinking place except when the legal owner of the eating and drinking place provides written permission for the vending unit to be located closer. Distance shall be measured using the shortest possible straight line from the closest edge of the mobile food vending unit to the closest edge of the restaurant building.

(k) Insurance.

(1) Liability Insurance. The license holder under this Section shall have in force liability insurance for each mobile food unit.

(2) Proof of Insurance. As evidence of liability insurance, the licensee shall furnish a certificate of liability insurance, for the vehicles for which licenses are sought, said certificate of liability insurance to be acceptable and approved by the City Clerk and issued by a company authorized to do business in the State of Wisconsin, indemnifying the applicant in the amount of $50,000 for damage to property, and $100,000 for injury to one person, and $300,000 for injury to more than one person caused by the operation of said vehicles in the City of Peshtigo. The cancellation or other termination

of any insurance policy issued in compliance with this Section shall automatically revoke and terminate all licenses issued whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the City by first class mail.

(l) Health regulations.

1. All food vendors shall comply with all laws, rules and regulations regarding food preparation and handling, and all vehicles, equipment, and devices used for the handling, storage, transportation and/or sale of food shall comply with all laws, rules and regulations respecting such vehicles, equipment and devices as established by law including without limitation the Marinette County Health Department and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

2. The licensees of the mobile food unit or employees thereof shall abide the request of the city for an initial/annual inspection of the mobile unit at the City Hall.

3. All mobile food units shall be cleaned and serviced as often as necessary to maintain appropriate standards.

(m) Mobile food unit standards.

All mobile vendors licensed under this Section shall conform to the following standards:

1. Mobile food units stationed on public rights-of-way using external signage, bollards, seating, or any other equipment not contained within the vehicle shall not reduce or obstruct the sidewalk to less than five feet.

2. Vendor shall obey any lawful order of a police officer to move to a different permitted location to avoid congestion or obstruction of a public way or to remove the vehicle entirely from the public way if necessary to avoid such congestion or obstruction.

3. No power cable or equipment shall be extended at grade across any city street, alley, or sidewalk.

4. Any exterior lighting used by the mobile food unit shall be designed and placed in such a manner that it does not result in glare or light spillage onto other properties or interfere with vehicular traffic. Lighting shall be directed in a downward manner, so as to minimize light pollution.

5. All identifying information, logos, advertising, or other displays on the exterior of a mobile food unit shall conform to the purposes set forth in Chapter 36 of Peshtigo Ordinances regulating commercial signage.

(n) Conduct of Business.

1. **General Regulations.** The following general regulations apply to mobile food vendors:

(i) Mobile food vending units shall be temporary in nature, and may not operate from the same property more than three days of any calendar week, or 12 days per month, unless the event is sponsored by the City of Peshtigo.

(ii) The hours of operation for mobile vending are limited to 7:00 a.m. to 8:00 p.m. No approved mobile food units shall be left unattended on a public way, nor remain on a public way outside of these allowed hours of operation.

(iii) No portion of the mobile food vending unit may be used as sleeping quarters.

(iv) All attachments to the mobile food vending unit including, but not limited to, signs, lights, overhangs and awnings, shall be maintained in a manner that does not create a hazard to pedestrians, customers or vehicles.

(v) Mobile food vendors shall not obstruct sidewalks, streets, access points, fire lanes, or parking lot circulation by either the location of the mobile food vending unit or its accessories.

(vi) The mobile food vendor shall comply with Wisconsin Electrical Code and the City of Peshtigo Electrical Code, for electrical service to the mobile food vending unit. Electrical lines shall not be located overhead or on the ground in any location to which the public has access.

(vii) All mobile food vending units shall obtain approval of the City of Peshtigo fire department prior to operating in the city if using propane or other combustible fuel and shall comply with all city fire standards.

(viii) Trash and Other Waste.

(1) The mobile food vendor shall leave the site clean and vacant each day, including picking up all trash and litter within 100 feet of the mobile food vending unit.

(2) Trash receptacles not intended for customer use shall be screened from public view and securely covered.

(3) The mobile food vendor shall install and maintain an adequate grease trap in the mobile food vending unit.

(4) Grease shall be properly disposed of per adopted Wisconsin State health regulations.

(5) Wastewater generated by the mobile food vending unit shall be disposed of in a proper manner and documented.

(6) Garbage and recycling receptacles must be supplied by the licensee for the public use. Such receptacles shall be capable of accommodating all refuse generated by the vending activity. The containers must be maintained and emptied regularly.

(ix) Licensee shall park a mobile food unit in an assigned designated area only, unless on private property.

(x Licensee shall be in conformance with applicable city ordinances regarding noise control.

2. **Vehicle Regulations.**

(i) Mobile food trucks used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.

(ii) Amplified music or other sounds from mobile food trucks shall comply with city noise regulations.

(iii) All mobile food trucks shall be entirely self-contained in regard to gas, water, electricity, and equipment required for operation of the unit.

(iv) All mobile food trucks must have a valid license plate and registration as provided by Wisconsin Statute Chapter 341.

(v) No mobile food truck may violate any traffic or parking statute or ordinance when stopping to make sales.

(vi) No flashing or blinking lights or strobe lights are allowed on a mobile food truck or related signage when the truck is parked and engaged in serving customers.

(vii) All mobile food trucks shall comply with all federal, state and local regulations regarding vehicle size requirements.

(viii). The mobile food unit shall be kept in good working condition.

(o) Suspension/Revocation of Permit.

A permit issued under this Section may be suspended or revoked by the City of Peshtigo License and Police Committee. The license for a mobile food unit may be revoked or suspended if the city, in its sole discretion, finds:

(1) Upon written notice of the vendor's failure to comply with the provisions of this chapter, violation of any other provision of the City of Peshtigo Municipal Code or a finding that the mobile food unit's operation is detrimental to the surrounding businesses or to the public due to either appearance or conditions of the unit. The licensee may appeal the revocation within ten days of service of the notice, by requesting a hearing before the Peshtigo city council. If no appeal is applied for, the revocation will take effect on the eleventh day after the date notice was given.

(p) Violation of the provision of this Section.

Any person violating any of the requirements of this Section may be issued a citation and shall be subject to the fines and penalties outlined in Sec. 1-17 of the Peshtigo Code of Ordinances. Each day the violation continues shall be a separate offense. In addition, the license may be suspended or revoked pursuant to subsection "o" above.

(q) Special event permit.

Mobile food vendors may operate on private and public properties as part of an approved special event permit, subject to the following:

(1) Management of vendors, such as vendor selection, booth location and products offered, shall be the responsibility of the event sponsor. Through the special event permit process, the city may regulate the location of vendors to protect the health, safety and general welfare of the public and ensure that the event does not adversely affect the ability of the city to perform its duties and functions.

(2) The event sponsor shall be responsible for ensuring that the vendors who prepare food or beverages on or off site, and who intend to sell or serve food or beverage items to the public, have the required insurance policy as required by the city's current insurance provider. Said insurance shall list the city of Peshtigo as additional insured and will include the endorsement of said policy.

(3) The event sponsor shall be responsible for ensuring that all food vendors have the necessary permits from the Marinette County health district or other applicable state or county regulatory agency.

ORDINANCE NO. 2025-08
Amendment to Regular Meetings of Common Council

Section 2-187(b) of the Code of Ordinances, City of Peshtigo, Wisconsin is hereby amended to read as follows:

ARTICLE III. – MEETINGS

Secs. 2-187 Meetings of the Common Council.

(b) *Regular Meetings.* Regular meetings of the Common Council shall be held on the first Tuesday of each calendar month, at the hour of 6:00 p.m., or as otherwise scheduled by the Common Council. Any regular meeting falling on a legal holiday shall be held on the next following secular day, at the same hour and place, or as otherwise designated by majority vote of the Common Council. All meetings of the Common Council shall be held in the Peshtigo Municipal Building, including special and adjourned meetings, unless another location is designated by the Common Council at a previous meeting.

Effective date. This ordinance shall take effect on January 1, 2026 upon approval and prior publication.

Adopted this _____ day of _____, 2025.

OFFERED BY: _____
Alderperson

SECONDED BY: _____
Alderperson

APPROVED:

_____
Katie Berman, Mayor

ATTEST:
I hereby certify that the foregoing ordinance was duly adopted by the City of Peshtigo at a legal meeting on this _____ day of _____, 2025.

_____
Tammy Kasal
City Clerk-Treasurer

December 2023

Election inspectors for a two-year term beginning January 1, 2026 and ending December 31, 2027. Appointments are made during the year if needed.

ELECTION BOARD

Beverly Kain	(04/02/85)
Deirdre McCormick	(04/06/10)
Shirley Olson	(04/03/12)
Sheryl Gaugh	(04/07/15)
Teresa Krautkramer	(03/16/16)
Judith Stehle	(04/05/16)
Joan Berth	(04/05/16)
Barbara Hay	(04/04/17)
Judy Johannes	(04/03/18)
Gail Bantes	(04/03/18)
Kathy Kane	(04/03/18)
Joyce Caebe	(04/03/18)
Sharon Kasbohm	(03/26/19)
Debra Felker	(04/07/20)
Linda Campbell	(10/27/20)
Cindy Jonet	(10/27/20)
Tammy Lentz	(03/28/22)
Lori Brabant	(03/28/22)
Lou Nesberg	(04/05/22)
Susan Schwenke	(11/01/22)
Mary Hansen	(11/01/22)
Teresa Zempel	(11/08/22)
Mary Plewa	(04/04/23)
Brenda Penkoske	(04/02/24)
Cheryl Behnke	(10/28/24)
Robin Swiatnicki	(10/28/24)
Mary H. Gansebom	(04/05/05) – Republican Party (4/05/25)
Deborah Schroeder	(01/01/26) – Republican Party

CITY OF PESHTIGO BUILDING INSPECTION DEPARTMENT

			NOVEMBER			2025			
DATE	TIME	CONTRACTOR	PERMIT #	PERMIT TYPE	ADDRESS/OWNER	PROJECT COMPLETE	PERMIT COST	PD	PROJECT VALUE
11/4/2025	1:04pm	Self	D006-25	Deck-Steps	751 Oconto/Holt		$30.00	X	$4,000.00
11/6/2025	1:08pm	Self	C027-25	Lean-Too	151 N. Cranberry/Berman		$30.00	X	$800.00
11/11/2025	1:29pm	Self	A016-25	Access. Bld.	320 S. Noquebay/Keller		$30.00	X	$1,990.00
11/13/2025	1:56pm	Compound Con	C028-25	Windows-Siding	161 N. Ellis/Beck		$30.00	X	$26,000.00
11/18/2025	1:30pm	RT Elec. Serv.	E006-25	Elec. Upgrade	401 S. Ellis/Bournonville		$45.00	X	$3,800.00
11/20/2025	1:06pm	Marquardt Elec	E007-25	Garage Service	333 S. Brown/Bruso		$45.00	X	$3,000.00
		Permits-6					$210.00		$39,590.00
	YTD	Permits-73					$4,901.54		$1,403,736.00

MINUTES

FIRE, LIGHTING & BUILDING
TUESDAY – NOVEMBER 11, 2025 – 2:45 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, Public Works Director Matt Decur, Police Chief Fred Popp, Building Inspector Joe Last, and Parks & Recreation Director Lori Tonn.

Chair Klimek called the meeting to order at 2:45 p.m.

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

Motion by Sievert and seconded by O'Neill to approve the September 22, 2025 meeting minutes. Motion carried 3/0.

Landmark property antenna and update:
The City received a request from Nathan Lesperance to remove and keep the large antennae tower on the Landmark building at 310 Oconto Ave. Discussion was held on demolition and liability concerns. Current plans were for the antennae to be demolished along with the rest of building. Mayor Berman will obtain more information from Lesperance on insurance coverage, if he is a contractor, and his plans for removal.

Conceal carry in City Hall:
Discussion was held on conceal carry in City Hall. Carrying by lawful and unlawful people was reviewed. Conceal carry law regulates where a weapon may be carried. Discussion was held that a rule and a sign would unlikely stop a criminal from unlawfully entering City Hall and would restrict law abiding citizens. The consensus of the Committee was to make no changes at this time.

City Hall wall art gift:
Mayor Berman presented a request to donate a large wall art puzzle. Discussion was held and no historical value for the City was found. The request was denied.

2026-2028 Lease of Peshtigo Visitors Center/Tourist Booth:
The proposed Peshtigo Visitors Center Lease with the Chamber was presented and reviewed.

Motion by Klimek and seconded by Sievert recommending Council approve the 2026-2028 Peshtigo Visitors Center/Tourist Booth Lease. Motion carried 3/0.

2026-2028 Lease of Triangle Park:
Discussion was held on the Triangle Park Lease renewal. The lease has been with the Peshtigo Area Chamber of Commerce, but the Peshtigo Woman's Club has been running the program at Triangle Park, so the renewal lease presented is with the Peshtigo Woman's Club.

Motion by Klimek and seconded by O'Neill recommending Council approve the 2026-2028 Triangle Park Lease with the Peshtigo Woman's Club. Motion carried 3/0.

2026 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" versus "sponsored" by the Library.

Motion by Klimek and seconded by Sievert recommending Council approve the 2026 Peshtigo Library Lease. Motion carried 3/0.

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 and one week of time off. Further discussion was held and Mayor Berman clarified Oconto would also like the equivalent of one week's worth of pay with benefit costs of approximately $2,300. The budget only included the expense of $20,000 for Building Inspector contracting.

Motion by Klimek and seconded by O'Neill recommending Council approve the 2026 Building Inspector contract with the City of Oconto for $23,000 with $20,000 to be funded from the 2026 budget and the additional $3,000 to be funded from the General Fund. Motion carried 3/0.

Building Inspector Report – Joe Last:
- October Building Inspection Report was distributed.
- Requested all building permit questions be directed to him.
- Reviewed code enforcement process.

Facility report (see attached) – Matt Decur:
- Reviewed Landmark Building Project.
- Working with Marinette County on installing internet in the new portion of the Library.
- Gave an update on the Drees Community Center water heater and door replacements.

Fire/EMS Chief Report:
- No report as Chief was out on calls.

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 3:57 p.m. Motion carried 3/0.

Tammy Kasal
Clerk-Treasurer

PROPERTY LEASE
Peshtigo Visitors Center

THIS LEASE, made in the City of Peshtigo, Wisconsin on the 13nd 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 Woman's Club, 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
Katie Berman, Mayor

PESHTIGO WOMAN'S CLUB, LESSEE

By: _____
Angelique Wink, 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 WITTNESS 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. Burruel, 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

MINUTES

WATER & SEWER
WEDNESDAY – NOVEMBER 12, 2025 – 8:30 A.M.
COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Thomas Gryzwa, Daniel Seymour, Fred Meintz, and Gary Motkowski.
Members excused: Robert Warren

Others Attending: Mayor Katie Berman, Deputy Clerk-Treasurer Kathy Kennedy, and Public Works Director Matt Decur.

Chair Gryzwa called the meeting to order at 8:28 a.m.

Motion by Gryzwa and seconded by Seymour to approve the agenda. Motion carried 4/0.

Minutes:
Motion by Motkowski and seconded by Gryzwa to approve the minutes of October 14, 2025. Motion carried 4/0.

Water & Sewer disbursements:
The disbursements for Water & Sewer were reviewed.

Communications:

Discuss/consider Mutual Agreement with Marinette County for the Peshtigo River Riverbank Project:
Discussion was held on the Mutual Agreement with Marinette County for the Peshtigo River Riverbank Project for the purpose of coordinating the hauling, stockpiling, crushing, and storage of concrete rubble from the Peshtigo River Streambank Protection and Enhancement Project.

Motion by Motkowski and seconded by Seymour to approve Mutual Cooperation Agreement for Enhancement of the Peshtigo River. Motion carried 4/0.

Discuss/Consider Automated Meter Reading:
Discussion was held on automating meter reading. Public Works Director Matt Decur presented costs and potential savings. The total cost would be approximately $300,000 and could take up to 30 years to recover the cost. This project is not considered a priority, so it may be added to a future CIP.

Discuss/consider Capital Improvement Plan (CIP):
Public Works Director Matt Decur previously presented the Ehlers Public Finance Advisors CIP and the Utility Cash Flow Analysis. The plan was updated to include Clean Water Fund projects and includes the Capital Improvement Plan (CIP) for both sewer and water utility. This information has been submitted to the DNR for the Clean Water Application. Response is expected soon from the DNR on how much the Clean Water Funding forgiveness will be and the committee will be updated at the next meeting.

Discuss/consider 2026 Water & Sewer Utility Budget:
Discussion was held on the Water & Sewer Utility Budget. Public Works Director Matt Decur will be updating the budget with the CIP after a response from the DNR on how much the Clean Water Funding forgiveness will be. The committee will be updated at the next meeting.

Discuss/consider purchase of Aeration Blower Motor:
Discussion was held on the purchase of an Aeration Blower Motor. The blower motor that failed is one of four that were originally purchased in 1964. Public Works Director Matt Decur obtained quotes and recommended the purchase from Kurz Industrial Solutions for $13,895.

Motion by Gryzwa and seconded by Motkowski to approve the purchase of the aeration blower motor from Kurz Industrial Solutions for $13,895. Motion carried 4/0.

Report from Ruekert & Mielke:
A. Wastewater Treatment Plant Facility Plan.
B. Secondary Clarifier Replacement Project.
Kevin Wagner from Reukert & Mielke, Inc will update the committee at the next meeting.

Utility Report by Public Works:

Water Utility
- DNR Waterworks Sanitary Survey was November 4th.
- Hydrant painting, exercising, and winterizing.
- Unregulated Contaminant Monitoring Rule (UCMR) results.

Wastewater Treatment Plant & Sewer Utility
- Cleaning and winterizing Aeration Basins and Clarifiers.
- Aeration Blower motor replacement and maintenance.
- Advanced Operator Certification Application for Vorpahl submitted.

Planning and Projects
- Ruekert Mielke WWTP Facility Plan
- Ruekert Mielke WWTP Clarifier design and Clean Water Fund application
- Ehlers Financial Management Plan, CIP, and budget

Other matters:

Set future meeting(s):
The next Water & Sewer meeting was scheduled for Tuesday, December 9, 2025 at 8:30 a.m.

Motion by Seymour and seconded by Motkowski to adjourn at 8:56 a.m. Motion carried 4/0.

Kathy Kennedy
Deputy Clerk-Treasurer

MINUTES

PARKS & RECREATION
MONDAY, NOVEMBER 24, 2025, 10:00 A.M.
COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Joel Ahrens, Keith Klimek, and Tony O'Neill.

Others Attending: Mayor Katie Berman, Clerk-Treasurer Tammy Kasal, Parks & Recreation Director Lori Tonn, and Mary Lock.

Chair Ahrens called the meeting to order at 10:00 a.m.

Motion by O'Neill and seconded by Klimek to approve the agenda as presented. Motion carried 3/0.

Minutes:
Motion by Klimek and seconded by O'Neill to approve the September 16, 2025 meeting minutes. Motion carried 3/0.

Peshtigo Woman's Club use of large pavilion and band shell for 2026 Bands at Badger:
The Peshtigo Woman's Club requested the waiver of rental fees for the use of the large pavilion and band shell for the 2026 Bands at Badger events as they have donated funds to refinish the exterior of the band shell and interior painting and landscaping at the Drees Community Center. Discussion was held. Mayor Berman requested the free rental for 2026 be approved and reported the budget for the rental revenue account was set based on the waiver of fees for Bands at Badger being approved.

Motion by O'Neill and seconded by Klimek recommending Council approve waiving the 2026 rental fees for the Peshtigo Woman's Club's use of the large pavilion and band shell for the Bands at Badger events. Motion carried 3/0.

Weed Harvester funding:
Parks & Recreation Director Tonn requested a weed harvester be ordered before the end of the year so delivery would be possible before the 2026 season and reported the quoted price may possibly increase $40,000 in 2026. NRDA, WI DNR and Wisconsin Public Service grants are being explored. The DNR grant requires the harvesting permit area be increased. Tonn reported the increased permit application has been submitted, and the permit is expected to be issued in January of 2026. Discussion was held if grant requirements allowed the order and/or any payment before any grant(s) are secured. O'Neill reported after speaking with the NRDA he believes there is be a good chance of receiving that grant, as they spoke about protecting the. Tonn and O'Neill will inquire on grant requirements and report back at the next Parks & Recreation Committee meeting.

Parks & Recreation Director update by Director Tonn:

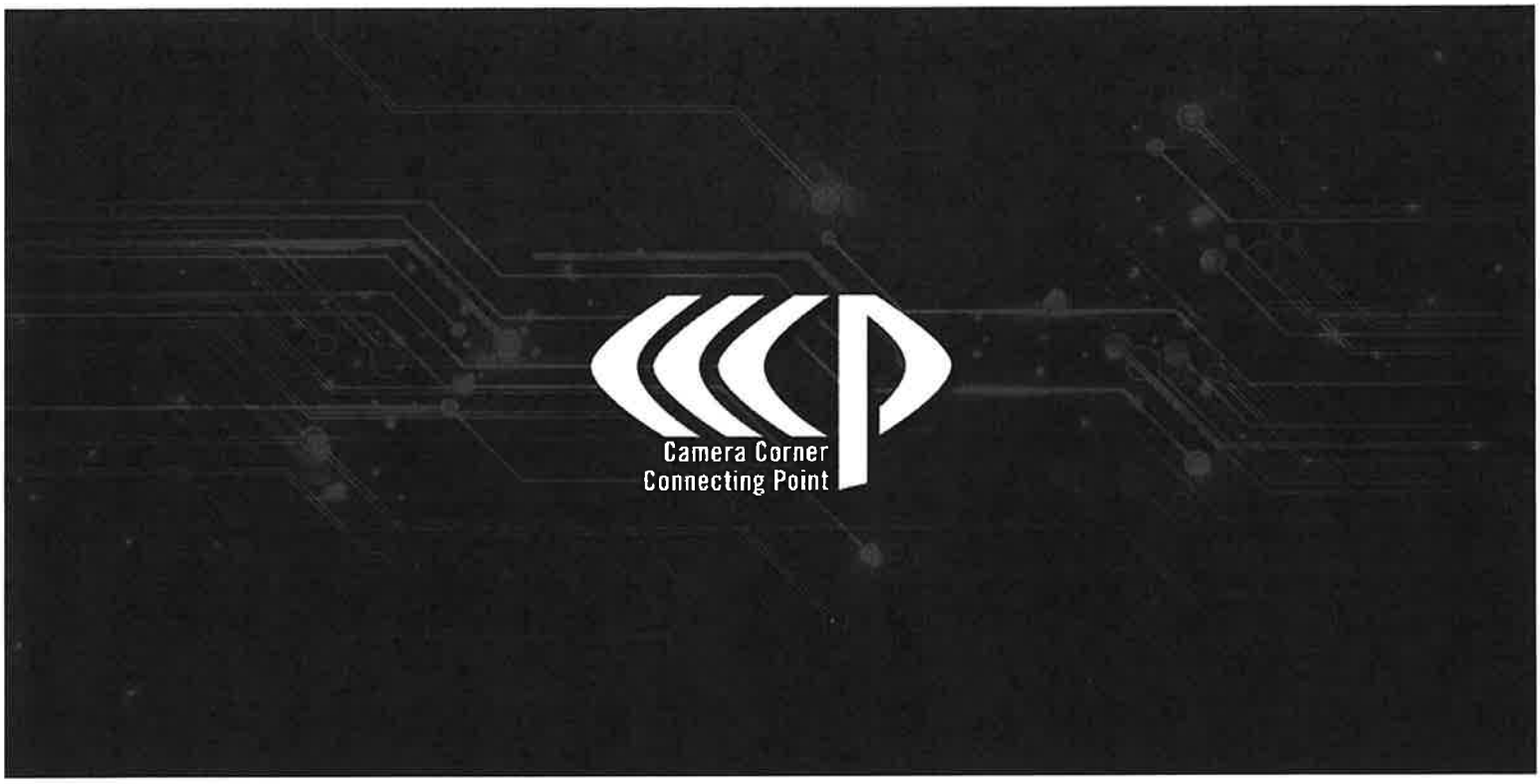
- Parks are closed.
- Fall clean up continues.
- Tree removal in Badger Park and Campground is needed.
- Five campers signed up for winter storage.
- Spring fishermen camping in March/April is expected to be 10 – 15 sites.
- Trunk-R-Treat and Halloween camper weekend was successful.
- Girl Scout Troop #4383 will have a mitten/hat tree at City Hall.
- Santa calling and school ugly sweater contest is scheduled.

Other matters: None

Set future meeting(s) and agenda items:
The next Parks & Recreation meeting was scheduled for Monday, December 15, 2025 at 4:30 p.m.

Motion by Klimek and seconded by O'Neill to adjourn at 10:46 a.m. Motion carried 3/0.

Tammy Kasal
Clerk-Treasurer



We have prepared a quote for you

Laptop Options

Quote # CCCP049001
Version 1

Prepared for:

City of Peshtigo

Tammy Kasal
tammyk@cityofpeshtigo.us

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508



Alderman

Product Details	Qty	Price	Ext. Price
HP ProBook 4 G1i 16" Notebook - WUXGA - 60 Hz - Intel Core Ultra 5 225U - 16 GB - 512 GB SSD - English Keyboard - Pike Silver - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEEE 802.11ax W	6	$1,024.00	$6,144.00
HP Care Pack Onsite - 3 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Labor	6	$116.00	$696.00

Subtotal: **$6,840.00**

Clerk/Treasurer

Product Details	Qty	Price	Ext. Price
SPECIAL PRICING GOOD UNTIL 11/7/25			
HP ZBook 8 G1i 16" Mobile Workstation - WUXGA - 60 Hz - Intel Core Ultra 5 235U - vPro Technology - 16 GB - 512 GB SSD - English Keyboard - Meteor Silver - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - Front Camera/Webcam - IEEE 802.11be Wireless LA	1	$1,669.00	$1,669.00
HP Care Pack Onsite Support with Predictive Detection Alerts - 3 Year - Warranty - 24 x 7 x Next Business Day - On-site - Maintenance - Parts & Labor	1	$119.00	$119.00

Subtotal: **$1,788.00**

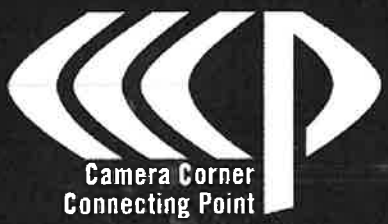
Mayor's Laptop

Product Details	Qty	Price	Ext. Price
SPECIAL PRICING GOOD UNTIL 11/14/25			
HP EliteBook 860 G11 16" Notebook - WUXGA - Intel Core Ultra 5 125U - vPro Technology - 16 GB - 512 GB SSD - English Keyboard - Smart Buy - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - IEE	1	$1,309.00	$1,309.00
HP Care Pack Onsite - 3 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Labor	1	$167.00	$167.00

Subtotal: **$1,476.00**

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508



Police Chief, City Attorney, Fire Chief, Park & Rec Director & Public Works Director

Product Details	Qty	Price	Ext. Price
HP EliteBook 860 G11 16" Touchscreen Notebook - WUXGA - Intel Core Ultra 5 125U - vPro Technology - 16 GB - 512 GB SSD - English Keyboard - Smart Buy - Intel Chip - 1920 x 1200 - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/	5	$1,549.00	$7,745.00
HP Care Pack Onsite - 3 Year - Warranty - 9 x 5 x Next Business Day - On-site - Maintenance - Labor	5	$167.00	$835.00

Subtotal: **$8,580.00**

Services

Product Details		Qty	Price	Ext. Price
Labor	**Setup & Installation - $250.00 Per Device**	13	$250.00	$3,250.00

Subtotal: **$3,250.00**

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508

Camera Corner
Connecting Point

Laptop Options

Bill To:

City of Peshtigo
Tammy Kasal
331 French St
Ste A
Peshtigo, WI 54157
(715) 582-3041
tammyk@cityofpeshtigo.us

Ship To:

City of Peshtigo
Tammy Kasal
331 French St
Ste A
Peshtigo, WI 54157
(715) 582-3041
tammyk@cityofpeshtigo.us

Quote Information:

Quote #: CCCP049001
Version: 1
Delivery Date: 11/07/2025
Expiration Date: 11/14/2025

Sales Rep:
Joshua Adams
Joshua.Adams@cccp.com
(920) 438-0331

Quote Summary

Description	Amount
Alderman	$6,840.00
Clerk/Treasurer	$1,788.00
Mayor's Laptop	$1,476.00
Police Chief, City Attorney, Fire Chief, Park & Rec Director & Public Works Director	$8,580.00
Services	$3,250.00
Total:	**$21,934.00**

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out. Thank you.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the ACP CreativIT website www.acpcreativit.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.

Statement of Work

851 Commerce Ct.,
Buffalo Grove, IL 60089
Website: www.acpcreativit.com

2025 Exchange Migration and Microsoft Configuration

City of Peshtigo, WI

May 30, 2025

Document#: OPP153382

1. Contact Information

Client Name	City of Peshtigo
Project Name	2025 Exchange Migration and Microsoft Configuration
Project Sponsor	Tammy Kasal
Client Mailing Address	331 French Street, Ste. A Peshtigo, WI 54157
Client E-Mail Address	tammyk@cityofpeshtigo.us
Client Phone Number	715.582.3041
ACP Client Contact	Joshua Adams
Phone Number	920.438.0331
E-Mail Address	joshua.adams@cccp.com
Project ID	OPP153382

This Statement of Work (SOW) dated May 30, 2025 formally retains **ACP CreativIT LLC** (ACP) to provide professional services (The Services) as described in this document for **City of Peshtigo, WI** (Client) and is governed by the terms and conditions herein.

PROPRIETARY INFORMATION

All the materials contained herein are the exclusive property of ACP CreativIT and are therefore copyrighted. This material is presented for the purpose of identifying and presenting proposed services and may not be disclosed in any manner to anyone other than the addressee, employees or an authorized representative of the addressed firm. No portion of these materials may be reproduced, stored in a retrieval system, or transmitted in any form by any means - electronic, mechanical, photocopying, recording, or otherwise - without the prior written approval of ACP CreativIT. Any such request should be addressed to the ACP CreativIT Point of Contact identified above.

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2. Project Overview

City of Peshtigo, WI (Client) desires a smooth transition to Microsoft 365, Defender for Endpoint, and Intune with minimal disruption. The project scope includes initiating the project with a kick-off meeting, introducing the project team, and identifying key stakeholders and subject matter experts. We will verify alignment on the project scope, establish rules of engagement, and assess risks. The analysis and preparation phase involves reviewing client-provided documentation, verifying access, and assessing the mail environment and topology. We will build the foundation by setting up necessary accounts, provisioning the Microsoft 365 tenant, and configuring identity management.

The project will also include configuring Exchange, performing migration testing, and managing change. The migration pilot will involve preparing pilot groups, syncing mailbox data, and finalizing migration batches. Post-migration activities include enabling Defender for 365 policies, updating mail flow, and decommissioning legacy servers. Intune enrollment and configuration will be conducted, along with planning and preparation for Microsoft Defender for Endpoint. The project will be coordinated through weekly status calls and action item tracking.

The following Statement of Work outlines the requirements, project plan and pricing associated with this effort (hereinafter referred to as "The Services"). Except where specifically indicated otherwise, work will be performed remotely during Standard Business Hours. Any work not specifically detailed in the services below is considered out of scope.

3. Work Breakdown and Phases (The Services)

Project Initiation

- Project kick-off
- Introduction of project team
- Identification of subject matter experts and key stakeholders
- Verify alignment on project scope
- Establish rules of engagement
- Alignment on engagement dependencies
- Risk assessment
- Requirements definition (e.g., privileged access to required systems)

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3. Work Breakdown and Phases (The Services) – cont.

Analysis & Preparation

- Review client provided environmental documentation (Mail Flow diagrams, Infrastructure Visio, Mapping of user mailboxes and databases)
- Review existing/create new Mailflow diagram
- Review and data collection of mail environment and topology
- Verify access into client environment
- Review Exchange Mail flow connectors and scope
- Review Exchange topology and validate update (CU) status
- Review Microsoft 365 email domain status
- Identify user and resource migration scope
- Document Exchange (Source) mail flow rules
- Document Exchange (Source) distribution lists with membership
- Document Exchange (Source) SSL certificates
- Perform Exchange migration readiness health check
- Identification of mail enabled line of business applications & devices
- Review workstation client configuration (OS and MS Office suite)
- Review ISP configuration
- Review existing IdM/IdP solution(s)
- Review user synchronization and authentication workflow
- Review authentication requirements (e.g., MFA, geo-location, etc.)
- Review conditional access requirements and enforcement status (admins, end users)
- Verify Entra Connect health agents are installed on each Domain Controller
- Install IDFix and evaluate user sync readiness
- Review client position around Entra ID 3rd party app consent
- Review audit logging enablement status
- Discuss/apply company branding for login splash screen

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3. Work Breakdown and Phases (The Services) – cont.

Building the Foundation

- Setup Valimail account for DMARC Monitoring
- Provision Microsoft 365 GOV tenant
- Add custom e-mail domains to Microsoft 365 (up to 5)
- Coordinate changes to external DNS for domain validation (if required)
- Identify Entra Connect & Hybrid Configuration Server(s)
- Configure "breakglass" admin account

Identity Management

- Entra Connect pre-installation verification
- Installation of Entra Connect
- Deploy Entra Connect sync client configuration
- User experience performance optimization
- Performance testing and tuning of authentication profile
- Verify publicly routable UPN suffixes for objects in migration scope (if needed)

Exchange Configuration

- Configure conditional access rules per client requirements (MFA, geo-location, etc.)
- Run Microsoft connectivity analyzer to validate required communication to Microsoft 365
- Deploy Exchange Online hybrid configuration based on client requirements
- Configure Hybrid for Exchange 2019 with central mail flow (on-prem mail flow routing)
- Performance testing and tuning of Exchange hybrid configuration
- Deployment of mail flow rules and Exchange Online policies (MRM, Quota, Retention)
- Advanced Exchange Online configuration (Retention policies, archiving, journaling)
- Deploy/Update Exchange Authentication policies (SPF, DKIM, DMARC)
- Verify Entra Connect Exchange Hybrid configuration
- Configure 365 Spam filter to compatible settings for existing mail filtering appliance/service
- Configure Defender for 365 threat policies according to best practices (will not be enabled until mailflow changes to be delivered directly to 365)
- Verify mail flow configuration for use with on-prem mail filtering appliance
- Verify mail flow configuration for use with Message Archiving appliance/service
- Verify mail flow configuration for use with any third-party applications/services
- Configuration of on-prem mail relay to put in place of Exchange server
- Enable logging to obtain IP addresses for devices that are currently relaying off the internal Exchange server

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3. Work Breakdown and Phases (The Services) – cont.

Migration Testing

- Execute test remote move migration to Exchange Online
- Review migration logs & verify remote move transferred data successfully
- Verify mailflow to transferred accounts (Internal, external, inbound, outbound, etc.)
- Verify calendar free/busy cross-forest functionality
- Verify Outlook and mobile device connectivity

Change Management

- Prepare pilot and go-live migration schedule(s)
- Identify roles and responsibilities for migration activities
- Identify communication, training and enablement requirements
- Work with the client to prepare service change communications

Migration Pilot

- Prepare pilot migration group (up to 5 mailboxes)
- Update license assignments and verify Exchange Online is enabled for accounts
- Work with Client to distribute service change communications
- Prepare up to 2 remote move migration batch(s)
- Sync mailbox data
- Review sync logs for failures
- Finalize migration batch(s)
- Review sync logs for failures

Migration Go-Live

- Prepare production mailbox migration groups (up to 5)
- Update license assignments and verify Exchange Online is enabled for accounts
- Work with Client to distribute service change communications
- Sync mailbox data
- Review sync logs for failures
- Finalize migration batch(s)
- Review sync logs for failures

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3. Work Breakdown and Phases (The Services) – cont.

Post-Migration

- Enable Defender for 365 policies
- Configure end user quarantine notifications
- Update and validate mailflow to Exchange Online
- Update mailflow diagram
- Admin training/overview of Exchange Online administrative functions (up to 2 hours)
- Decommission legacy on-prem Exchange Server(s)
- Put mail relay in place of Exchange Server after decommission
- Add IPs of old Exchange servers as secondary IPs on mail relay server (if required)
- Review Valimail DMARC reports and enforce DMARC policy

Intune Enrollment & Configuration

- Configure MDM Authority for Intune
- Update Entra Connect for Hybrid Entra Join
- Configure Bulk Windows Enrollment policy
- Onboard Windows PC's with Intune MDM service
- Obtain client requirements for Office package and patching schedule
- Prepare Microsoft 365 Apps profile
- Prepare Microsoft 365 Apps update configuration profile
- Deploy new Microsoft 365 Apps profile to a series of test devices (up to 5). Verify removal and re-installation of Microsoft 365 Apps
- Work with client to draft change communication
- Deploy new Microsoft 365 Apps profile to all devices (up to 10 groupings)

DFE - Planning and Preparation

- Review the system requirements and ensure compatibility with your organization's infrastructure
- Identify the number of endpoints to be protected and determine the licensing requirements
- Ensure that the prerequisite components, such as Windows 10 or Windows Server 2016 and later, are in place
- Identify a dedicated client point of contact responsible for the deployment and establish communication channels
- Identify existing A/V and EDR solutions in place currently and develop plan for removal procedure (optional)

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3. Work Breakdown and Phases (The Services) – cont.

DFE - Accessing and Configuring Microsoft Defender for Endpoint

- Review the system requirements and ensure compatibility with your organization's infrastructure
- Identify the number of endpoints to be protected and determine the licensing requirements
- Ensure that the prerequisite components, such as Windows 10 or Windows Server 2016 and later, are in place
- Identify a dedicated client point of contact responsible for the deployment and establish communication channels
- Identify existing A/V and EDR solutions in place currently and develop plan for removal procedure (optional)

DFE - Endpoint Preparation

- Identify the appropriate deployment method: Group Policy, Microsoft Endpoint Configuration Manager, Microsoft Intune, or other supported deployment tools
- Determine the installation method: using a command line, scripts, or deployment tools
- Create deployment packages or scripts for silent installations on endpoints
- Ensure that endpoints have internet connectivity or can access Windows Update for continuous updates

DFE - Endpoint Enrollment

- Configure the appropriate connection settings to establish communication between endpoints and the Microsoft Defender for Endpoint service
- Utilize automatic enrollment methods, such as Group Policy or Mobile Device Management (MDM) solutions, to streamline the enrollment process
- Identify / Deploy Azure subscription for ARC and Defender service billing
- Prepare Log Analytics workspace
- Deploy Azure Arc resource
- Onboard Windows Servers into the Azure ARC service (up to 4 servers)
- Activate Defender EDR licensing via Azure ARC service

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3. Work Breakdown and Phases (The Services) – cont.

DFE - Policy Configuration

- Define and review security policies with client organization
- Configure security policies according to the organization's requirements
- Configure settings for threat protection, firewall, device control, network protection, and other relevant features
- Customize policies based on different user groups, departments, or geographical locations
- Run performance analyzer for Defender for Endpoint

DFE - Monitoring and Response Configuration

- Set up alerts and notifications to receive real-time information on security incidents and threats
- Configure automated response actions, such as blocking or isolating devices, based on predefined triggers or threat levels
- Provide API information to integrate with other client security solutions, such as Security Information and Event Management (SIEM) systems, for centralized monitoring and response (optional)

DFE - Testing and Validation (Pilot)

- Coordinate with client for removal of existing A/V solution and deployment of Defender EDR
- Conduct tests on a subset of endpoints to ensure proper functionality and adherence to security policies
- Verify using Microsoft provided sample threats that threat detection, incident response, and reporting mechanisms are working as expected
- Monitor and analyze the results to fine-tune configurations, if necessary

DFE - Service Enablement

- Roll out the deployment to the remaining endpoints in a phased approach or based on the deployment plan
- Monitor the deployment progress and address any issues or concerns promptly
- Review any incidents and alerts with Client and provide remediation guidance/recommendations (up to 2 weeks following Go-Live) (up to 8 hours)
- Provide 365 admin training session (up to 1 hour)

Project Coordination

- Weekly engagement project status calls and action item tracking

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4. Anticipated Project Start and Duration

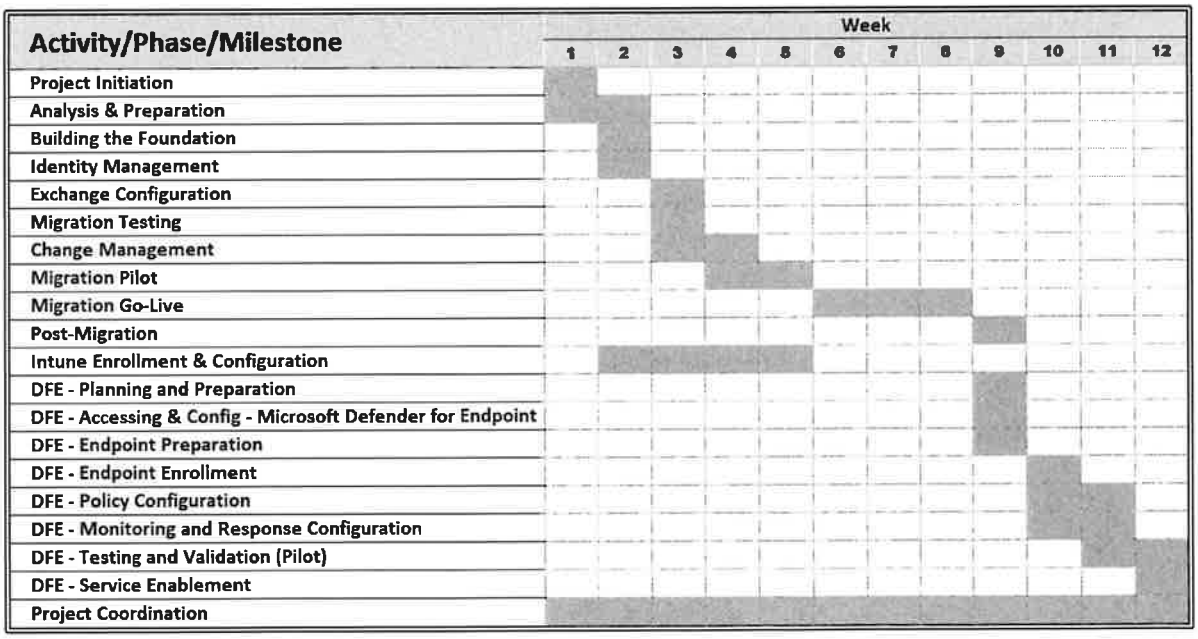
The anticipated commencement of this project is estimated to occur 2-4 weeks from the execution of this agreement.

Once begun, the anticipated duration of this project is 12-14 weeks.

Project Start and Duration is subject to coordination between ACP and Client and may further be affected by the readiness of each party, availability of any third-party materials, and any other necessary considerations in order to properly establish project dates. Project Start and Duration information above is therefore subject to adjustment, though any significant adjustments should be documented in a Change Control.

The pricing of this effort is based on ACP's ability to perform The Services within the expected project duration. Alterations to schedule by Client or third parties may require project Change Control as outlined below.

Working together as a team, ACP will perform the services with a structured plan, while providing flexibility as needed in support of the needs of the Client and project as a whole. The following waterfall is provided to offer a sense of the schedule applied to the above Services.



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5. Responsibilities and Project Assumptions

- Client is responsible for procurement of required licensing
- Client will assign a primary point of contact for the engagement
- Client will provide all necessary access, resources and equipment on timely basis
- Client will actively manage client resources and assets towards maintaining the schedule and avoiding unnecessary delays.
- Client will be responsible for conducting all user acceptable testing
- Client will be responsible for distribution of communication and awareness tasks to the Client organization
- Client is responsible for configuring mail profiles on Macs and mobile devices
- Domains included in the migration have not been tied to previous Office 365 Tenants
- Client will be responsible for converting all mailboxes, resource objects and groups to cloud-only if desired
- Required Exchange CU's will have been installed by the Client organization
- It will be the Client's responsibility to ensure good working backups of the Exchange environment have been captured prior to the start of and during the engagement
- User UPN's match logins
- All resources being migrated are within the Exchange Online quota
- Client will provide VM to use as internal mail relay
- Former A/V and/or EDR solution has an automated way to remove Clients from end user devices
- Client will use Group policy for Defender for Endpoint deployment
- Client utilizes Entra Connect for syncing of users and workstations
- Clients must be running up-to-date version of the operating system
- Workstations/servers are at a minimum Windows 10 / Server 2016
- Client has an existing Azure subscription or will procure an Azure subscription for Server-based licensing
- Client has proper licensing for Intune and Defender for Endpoint

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6. Out Of Scope

Work beyond the efforts listed above should be considered out of scope to this SOW. Without limitation, some Out of Scope items include:

- Customized reporting
- Manual reconfiguration of workstations and/or endpoints
- Configuration or reconfiguration of mobile devices
- Reconfiguration of third-party mail enabled applications and devices (unless specified in SoW)
- Installation of Windows, Windows Server or Exchange Updates
- Configuration or reconfiguration of existing spam filter threat policies
- Delegate calendar permissions or public folder permissions
- Configuration or reconfiguration of backups
- Updating UPN names to match usernames or vice versa
- Conversion of mailboxes, resource objects and groups to cloud-only if desired
- Building virtual machine for internal mail relay
- Policy, whitelist, and blacklist duplication in Defender for 365
- Configuration or reconfiguration of end user PC's outside client installation
- Mobile devices and servers
- Virus/malware/ransomware outbreaks
- Firewall reconfiguration
- Manual removal of prior A/V and/or EDR client(s)
- Installation of client OS updates and security patches

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7. Invoicing Schedule

The fee for this work and the payment schedule are as follows:

Payment Milestone	Amount
Execution of this Agreement	$10,500.00
Provision M365 GOV Tenant ***(Building the Foundation)***	$10,500.00
Sync mailbox data ***(Migration Go-Live)***	$10,500.00
Commencement of Service Engablement	$10,500.00
Total:	**$42,000.00**

- Standard Business Hours are defined as 8:30 AM to 5:00 PM Local Time.
- Any service or work not specifically defined in this document is considered out of scope and would require a Change Control to this document.
- Any Change Control may result in additional services and/or fees.

8. Anticipated Needed Licensing

The Professional Services proposed in this agreement assume that the Client retain appropriate licensing. While it is not included in this agreement, the table below provides an estimate of the required license costs.

License (Azure Subscription)	Unit Price	Qty	Ext Price
NCE Microsoft Defender for Endpoint Server	$ 5.46	5	$27.30
		Total	**$ 27.30**

Microsoft NCE Licensing (*10% discount*) - *Annual Commitment Billed Monthly*[1]	Unit Price	Qty	Ext Price
NCE Office 365 G3 (Gov't Community Cloud Pricing)	$ 24.15	31	$ 748.65
NCE Enterprise Mobility + Security G3 (Gov't Community Cloud Pricing)	$ 10.19	42	$ 427.98
NCE Microsoft 365 G5 Compliance (Gov't Community Cloud Pricing)	$ 13.44	31	$ 416.64
NCE Microsoft Defender for Endpoint P2 - GCC (Gov't Private Cloud)	$ 5.46	42	$ 229.32
NCE Microsoft Defender for Office 365 (Plan 1) (Gov't Community Cloud Pricing)	$ 2.10	47	$ 98.70
NCE Exchange Online (Plan 2) (Gov't Community Cloud Pricing)	$ 4.20	26	$ 109.20
		Total	**$ 2,030.49**

[1] ***Detail of licensing presented separately***

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9. Change Control

A project change ("change") is defined as anything that has a material effect on the scope, fee, deliverables, or duration of the SOW. Changes may be requested by ACP or Client or may result from issues arising from third parties at any time during the performance of the services. ACP will evaluate any such submitted or consequential change together with the Client and if mutually accepted, prepare a change order to this SOW describing the change. The change will only be effective upon execution of the change order by both parties.

Changes can also occur as the result of an item or items in either the Requirements and Expectations or Out of Scope sections not occurring in the manner or timeframe identified. In such instance, ACP will bring the circumstance to the Client's attention, work with the Client to minimize the overall impact of the SOW and document the effect of the change.

10. Special Considerations

- **Planned Down Time -** ACP CREATIVIT will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CREATIVIT will make every effort to minimize any interruption.
- **Testing -** ACP CREATIVIT will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.
- **First day of Service -** On the first day of service, ACP CREATIVIT will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.
- **Return Policies -** We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.
    - Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).
    - Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.
    - All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.
    - A RETURN AUTHORIZATION ("R.A") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.ACP CreativIT.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.
    - Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.
- ACP CreativIT inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

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11. Statement of Work Signoff

***** This SOW is Valid for 45 days from document preparation date *****

ACP Project ID: OPP153382

IN WITNESS WHEREOF, the parties hereto have this Statement of Work to be executed by their authorized agents as of the date below written.

City of Peshtigo, WI

Signature Date

Name Title

ACP CreativIT LLC

Signature Date

Name Title

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12. Terms and Conditions

The following terms together with the information contained on the face of this Statement of Work and any referenced documents constitute the agreement ("Agreement") between **ACP CreativIT LLC** (ACP) and Client.

1 Term; Termination

1.1 This Agreement will become effective upon execution by both **ACP** and Client. The Services will begin on the Service Start Date and continue until the Service End Date as indicated on the front of this form, unless earlier terminated in accordance with Section 1.2 immediately below

1.2 Termination for Convenience. Either party may terminate any Service or this Agreement with written notice to the other party at least one hundred and eighty (180) days in advance of the termination date.

1.3 If no Service End Date is specified on the front of this form, this Agreement shall continue until terminated by one of the parties in accordance with Section 1.2 immediately above.

2 Invoicing

2.1 Unless otherwise indicated on the front of this form, invoices for Services will be rendered every 2 weeks.

2.2 **ACP** will also invoice Client for actual travel and living expenses incurred during performance of the Services including, but not limited to, airfare, mileage, lodging, auto rental, meals, and incidentals. Invoices for expenses will be rendered monthly.

2.3 Amounts due hereunder are payable 30 days following the Client's receipt of invoice, unless within 10 business days of Client's receipt thereof, Client objects in writing to any charge included therein, in which case Client shall remit the undisputed portion and immediately commence good faith discussions to resolve the dispute.

2.4 Fees for any hardware and/or software itemized in the SOW shall be invoiced upon the earlier of either i) shipping from the **ACP** or its distributor to Customer or ii) when received by **ACP** if the SOW requires **ACP** to configure or adapt such items prior to delivery to Customer.

3 Confidentiality

3.1 Each party acknowledges that information provided by the other in connection with this Agreement may contain confidential and proprietary data and unauthorized disclosure of such information may result in damage to the disclosing party. The term "Confidential Information" denotes any and all technical, business and healthcare related information disclosed in any manner or form including, but not limited to, business strategies, methodologies, trade secrets, pricing, software programs, relationships with third parties, Client lists, patient lists and information regarding Clients, vendors, employees, affiliates, and patients. Both parties agree to hold Confidential Information in confidence until it no longer becomes confidential through no action by such party, not to make use of it other than as required for the performance of this Agreement, to release it only to employees or consultants requiring such Confidential Information and not to release or disclose it to any other third party. The duties and obligations to protect Confidential Information will survive for three years after completion of this Agreement.

3.2 If **ACP** qualifies as a Business Associate under the provisions of HIPAA while performing the Services, **ACP** agrees to execute a Business Associate Agreement in a form that is mutually agreeable to the parties prior to commencing work on the Services.

4 Ownership

4.1 Upon payment of the Fee, work product first created by **ACP** and identified as a Deliverable in the Statement of Work will become the sole property of Client including all associated intellectual property rights.

4.2 **ACP** shall acquire no ownership interest in any of Client's data, confidential information, or other proprietary information.

4.3 Notwithstanding the foregoing, **ACP** will retain all rights in its proprietary methodologies for delivery of its services used by **ACP** during the course of this Agreement including, but not limited to, descriptions of the Services, document templates and project tools ("ACP Tools & Methodology"). Client acknowledges that the ACP Tools & Methodology are Confidential Information as defined herein. **ACP** grants to Client at no additional charge a worldwide, non-exclusive, non-transferable license to use the ACP Tools & Methodology internally in connection with any deliverables identified in the Statement of Work.

5 Indemnification

5.1 Each party hereby indemnifies and holds the other party harmless against all damages, liabilities, and expenses (including legal costs and attorney fees) related to a third-party claim arising from or in connection with a party's breach of the terms of Section 3 or 4 of this Agreement.

5.2 Client agrees to defend, indemnify and hold ACP harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses, of any kind or nature, (including reasonable attorney's fees) arising out of or resulting from ACP's (or its employees' and agents') actions under this Agreement except as are caused by ACP's gross negligence or intentional misfeasance or are otherwise ACP's responsibility pursuant to the terms of paragraph a) of this Section 5.

5.3 Each party's obligation to indemnify the other party as specified in this Section 5 will survive the expiration or termination of this Agreement.

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6 Limitation of Warranty and Liability

6.1 ACP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFTIS) OF ANY KIND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 With the exception of claims related to a violation of Section 5, Indemnification, Client's sole and exclusive remedy, and ACP's sole and exclusive liability for a claim of any nature arising as a result of this Agreement shall be limited to ACP's decision to either: 1) correct any defective Service at no additional cost to Client; or 2) refund the amount paid by Client to ACP hereunder during the six (6) month period immediately preceding the event giving cause to such claim.

6.4 No action arising out of the Services, regardless of the form of action, may be brought by Client more than ninety (90) days after ACP completes the activity under which the claim arises.

7 Independent Contractor

7.1 ACP is an independent contractor. Client will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee's pay on behalf of ACP's employees or contractors.

8 Employee Non-solicitation

8.1 Both parties agree not to solicit, directly or indirectly through subsidiaries, holding companies, partnerships, or any other financially related firms; nor to tender an offer of employment nor place on their payroll nor contract with any present employee or subcontracted service provider's employee who becomes known to the other party in connection with the proper performance of this Agreement during the term of this Agreement and continuing for at least one (1) year after its termination. In the event one party hires or contracts with an employee of the other party or a subcontracted service provider's employee contrary to the terms of this Agreement, the former party agrees to pay the latter party liquidated damages, and not as a penalty, an amount equal to the total compensation, including salary, wages, bonuses, commissions, and employee benefits, which said employee received during the prior twelve (12) months of his or her employment. This provision for liquidated damages shall not limit remedies against either party for any other breach of this paragraph, nor shall it preclude either party from asserting any cause of action independent of this provision.

9 General

9.1 Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent except to a party that acquires substantially all of the assets or a majority of the stock of the party. ACP may also unilaterally assign its rights and obligations under this Agreement to any subcontractor or affiliate that agrees to be bound by the terms of this Agreement.

9.2 This Agreement supersedes preprinted terms on any Client generated order and all prior written and oral understandings between ACP and Client with respect to the subject matter hereof.

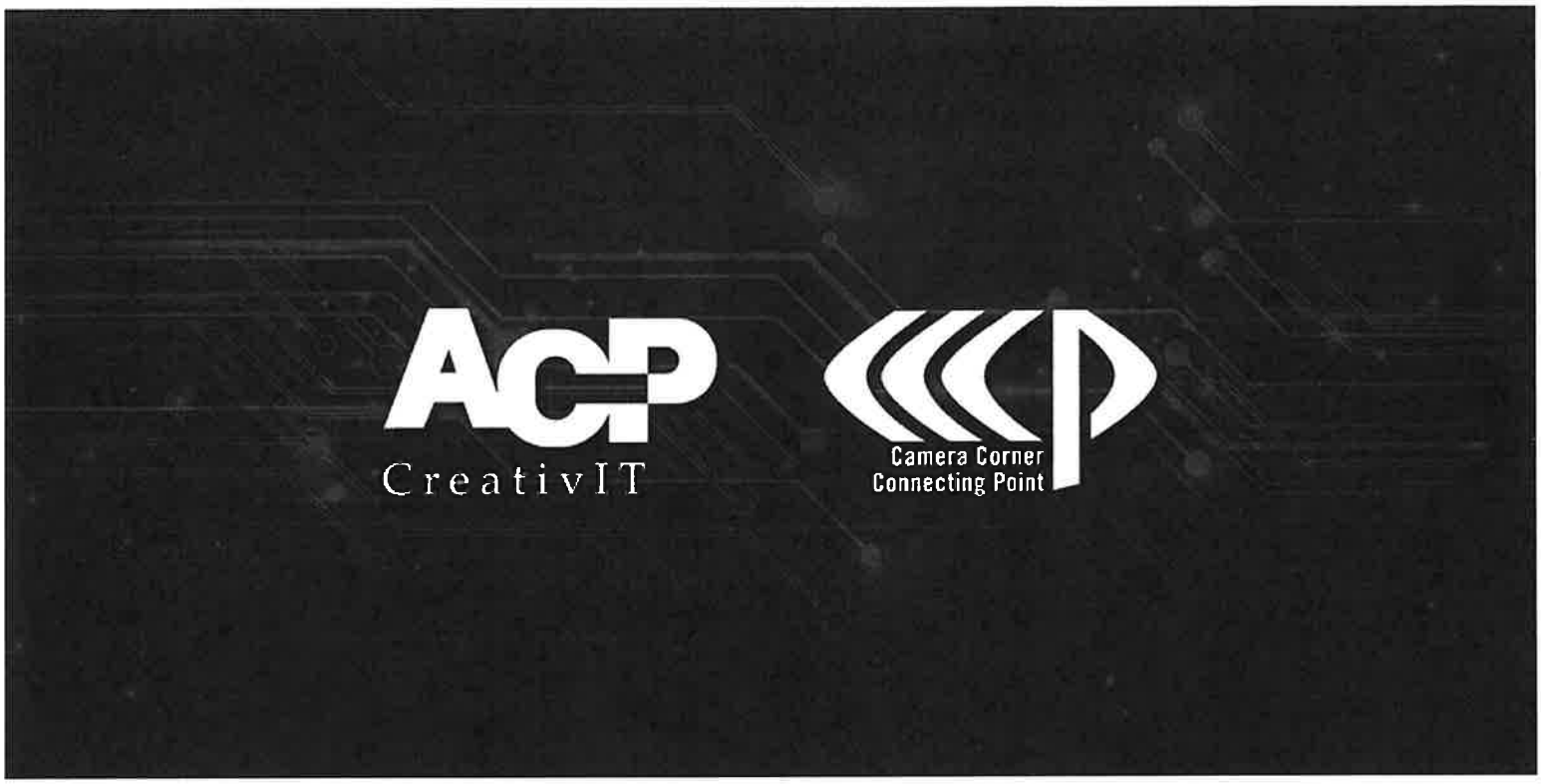
9.3 The terms of this Agreement may be modified only by a written change order signed by authorized representatives of both parties.

9.4 This Agreement will take precedence in the event of a conflict between the terms of this Agreement and any Statement of Work.

9.5 Fees and expenses under this Agreement are exclusive of all taxes including, state and local use, sales, property, and similar taxes. Client agrees to pay any such taxes.

9.6 The laws of the Commonwealth of Massachusetts will govern this Agreement.

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We have prepared a quote for you

MS Licensing

Quote # CCCP047425
Version 1

Prepared for:

City of Peshtigo

Tammy Kasal
tammyk@cityofpeshtigo.us

529 N. Monroe Avenue
Green Bay, WI 54301
www.cccp.com
(920) 435-5353

ACP CreativIT

Camera Corner Connecting Point

Office 365 Government G3 licensing

Product Details	Qty	Price	Ext. Price
NCE Office 365 G3 (Governmental Community Cloud Pricing) (Annual Commitment, Monthly Billing)	26	$24.15	$627.90
NCE Enterprise Mobility + Security G3 (Governmental Community Cloud Pricing) (Annual Commitment, Monthly Billing)	42	$10.19	$427.98
NCE Microsoft 365 G5 Compliance (Governmental Community Cloud Pricing) (Annual Commitment, Monthly Billing)	26	$13.44	$349.44
NCE Microsoft Defender for Endpoint P2 - GCC (Government Private Cloud) (Annual Commitment, Monthly Billing)	42	$5.46	$229.32
NCE Microsoft Defender for Office 365 (Plan 1) (Governmental Community Cloud Pricing) (Annual Commitment, Monthly Billing)	46	$2.10	$96.60
NCE Exchange Online (Plan 2) (Governmental Community Cloud Pricing) (Annual Commitment, Monthly Billing)	22	$4.20	$92.40
NCE Microsoft Defender for Endpoint Server (Annual commitment, monthly billing)	5	$5.46	$27.30

Subtotal: **$1,850.94**

529 N. Monroe Avenue
Green Bay, WI 54301
www.cccp.com
(920) 435-5353

MS Licensing

Bill To:

City of Peshtigo
Tammy Kasal
331 French St
Ste A
Peshtigo, WI 54157
(715) 582-3041
tammyk@cityofpeshtigo.us

Ship To:

City of Peshtigo
Tammy Kasal
331 French St
Ste A
Peshtigo, WI 54157
(715) 582-3041
tammyk@cityofpeshtigo.us

Quote Information:

Quote #: CCCP047425
Version: 1
Delivery Date: 05/30/2025
Expiration Date: 05/24/2025

Sales Rep:
Joshua Adams
Joshua.Adams@cccp.com
(920) 438-0331

Quote Summary

Description	Amount
Office 365 Government G3 licensing	$1,850.94
Total:	**$1,850.94**

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC.

All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out. Thank you.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the ACP CreativIT website www.acpcreativit.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.