

MINUTES

STREETS & DRAINAGE

TUESDAY – AUGUST 18, 2026, 4:30 P.M.

COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Robert Warren, Keith Klimek, and Joel Ahrens.

Others Attending: Mayor Katie Berman, Joe Nystrom-Peshtigo Historical Day Committee, and Kelly Heroux-Peshtigo National Bank.

Chair Warren called the meeting to order at 4:30 p.m.

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

Minutes:

Motion by Warren and seconded by Klimek to approve the July 21, 2026 meeting minutes.

Motion carried 3/0.

Peshtigo National Bank request to alley located between 240 & 250 French St.:

Kelly Heroux from Peshtigo National Bank requested the City vacate the alley lying between the properties located at 240 and 250 French St. Currently the Peshtigo National Bank is maintaining that area with blacktopping and snow removal. The City has not been providing that service. The bank is limited on parking and would like to add additional parking spaces. It was also noted traffic currently cuts through that area to avoid the traffic lights causing a safety concern.

Motion by Warren and seconded by Ahrens recommending Council approve vacating the alley between Outlots 20 & 21 of Assessors Plat 4 known as 240 French St. and Outlot 22 of Assessors Plat 4 known as 250 French St. Motion carried 3/0.

Street Use/Special Event Permit for Peshtigo Historical Day Parade on September 26, 2026:

The Street Use/Special Event Permit for Peshtigo Historical Day Committee for a parade on September 26, 2026, was reviewed and discussed. The Committee agreed to waive any additional fees as the City is a sponsor of the event.

Motion by Warren and seconded by Klimek recommending Council approve the Street Use/Special Event Permit for Peshtigo Historical Day Committee for a parade on September 26, 2026, with any additional fees to be waived. Motion carried 3/0.

Street Use/Special Event Permit for the Peshtigo Historical Day event in and around Badger Park on August 15, 2026:

The Street Use/Special Event Permit application for Peshtigo Historical Day Committee for the Peshtigo Historical Day event in and around Badger Park on September 26, 2026, was reviewed and discussed. The Committee agreed to waive any additional fees as the City is a sponsor of the event.

Motion by Warren and seconded by Ahrens recommending Council approve the Street Use/Special Event Permit for the Peshtigo Historical Day Committee for the Peshtigo Historical Day event in and around Badger Park on September 26, 2026, with any additional fees to be waived. Motion carried 3/0.

Fireworks Display Permit to the Peshtigo Historical Day Committee for the Peshtigo Historical Day on September 26, 2026:

The Fireworks Display Permit application for Peshtigo Historical Day on September 26, 2026 was reviewed and discussed.

Motion by Warren and seconded by Klimek recommending Council approve a Fireworks Display Permit to the Peshtigo Historical Day Committee for the Peshtigo Historical Day on September 26, 2026. Motion carried 3/0.

Pay application No. 3 for West Park Dr. Reconstruction Project:

Pay Application No. 3 for the West Park Drive Reconstruction Project was reviewed.

Motion by Warren and seconded by Ahrens recommending Council approve Pay Application No. 3 for the West Park Drive Reconstruction Project in the amount of \$175,682.97. Motion carried 3/0.

2026 Ford F-150 purchase with CIP Funds:

A quote from Ewald Automotive Group for a 2027 Ford F-150 at the state contract price of \$42,693.00 was reviewed for the Streets Department. This 2027 vehicle would replace the previously approved purchase of a 2026 Ford F-150, as the 2026 model is no longer available for purchase.

Motion by Warren and seconded by Klimek recommending Council approve updating the purchase of the Streets Department truck from a 2026 to a 2027 Ford F-150 from Ewald Automotive Group for \$42,693.00 to be funded from the CIP Funds and the sale of the 2019 pickup truck to the Sewer Department. Motion carried 3/0.

Safe Step, LLC annual sidewalk evaluation and repair contract:

The sidewalk repair proposal from Safe Step, LLC to continue work for another year was reviewed.

Motion by Warren and seconded by Klimek recommending Council approve the annual sidewalk repair proposal from Safe Step, LLC to be funded from the CIP Fund. Motion carried 3/0.

Street Use/Special Event Permit to the M&M Children's Museum for an Annual Scavenger Hunt in Badger Park on September 12, 2026:

The Street Use/Special Event Permit for Peshtigo Historical Day Committee for the M&M Children's Museum for an Annual Scavenger Hunt in Badger Park on September 12, 2026, was reviewed and discussed. This is for an event only and is not a street closure. The Committee agreed to waive any additional fees as the City is a sponsor of the event.

Motion by Warren and seconded by Klimek recommending Council approve the Street Use/Special Event Permit for the M&M Children's Museum for an Annual Scavenger Hunt in Badger Park on September 12, 2026, with any additional fees to be waived. Motion carried 3/0.

Streets & Drainage report: None

Other matters:

Review Street Use/Special Event Permit application submission time frame.

Set future meeting:

The next Streets & Drainage meeting was scheduled for Tuesday, September 22, 2026, at 4:30 p.m.

Motion by Warren and seconded by Klimek to adjourn at 5:04 p.m. Motion carried 3/0.

Tammy Kasal
Clerk-Treasurer

Permit Application

Name of the event: Run to Remember

Name of organization and contact and/or the individual(s) responsible for application: _____

Peshigo PD Officer Cohen

Physical address of applicant or organization: 331 French Street

Email address: Codyc@ci.peshigo.wi.gov

Applicant Phone Number: 715-587-6293

Day-of Contact Person and Information: See Above

Please indicate here if the applicant is the individual in charge of the event ☒ YN If there is a secondary contact, please list Name, Phone, Address and email address as well: _____

Estimated number of persons participating: 50

Date, start and end times requested for street use and/or park location: _____

6/03/2026 7am - 11am Badger Park

Please list additional day/time for setup and take down of event: _____

Same day as above

Street and/or Park where event is being held: N Emery Ave / Badger Park

Accurate description of the portion of the street(s) and parks (or portions of) being requested for use (attach maps if necessary): _____

Map attached

Description of event with details, example, music, food, bouncy house, games, or alcoholic beverages being served: Run / Walk

City services requested for the event (e.g., Public Works Department, Parks and Recreation, Police Department or Fire/EMR Departments) and times you need these, example extra garbage cans, barricades or traffic signs: PD, FD, ERS

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Peshtigo Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Streets and Drainage Committee, Parks and Recreation Committee or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**



Signature of Applicant

09/08/26

Date



Signature of Representative from City Clerks Office

9/9/26

Date

OFFICE USE ONLY

Estimated cost of City services requested/notes (to be completed by Department Heads): _____

Requirements of Applicant: _____

Recommended by:

W. B. Muller ☒ Y ☐ N
Signature of Director of Public Works

[Signature] ☒ Y ☐ N
Signature of Chief of Police

Signature of Parks and Recreation Director Y/N

Decision of City Council (required):
____ Approved ____ Denied

Charles P. Gordon ☒ Y ☐ N
Signature of Fire/EMS Chief

Date Approved _____

Total Amount to be Paid \$ _____ **Rec. #** _____

Permit Fees will include \$50 administrative fee plus other costs as determined by City Staff.

GL 10-44130
Code 128

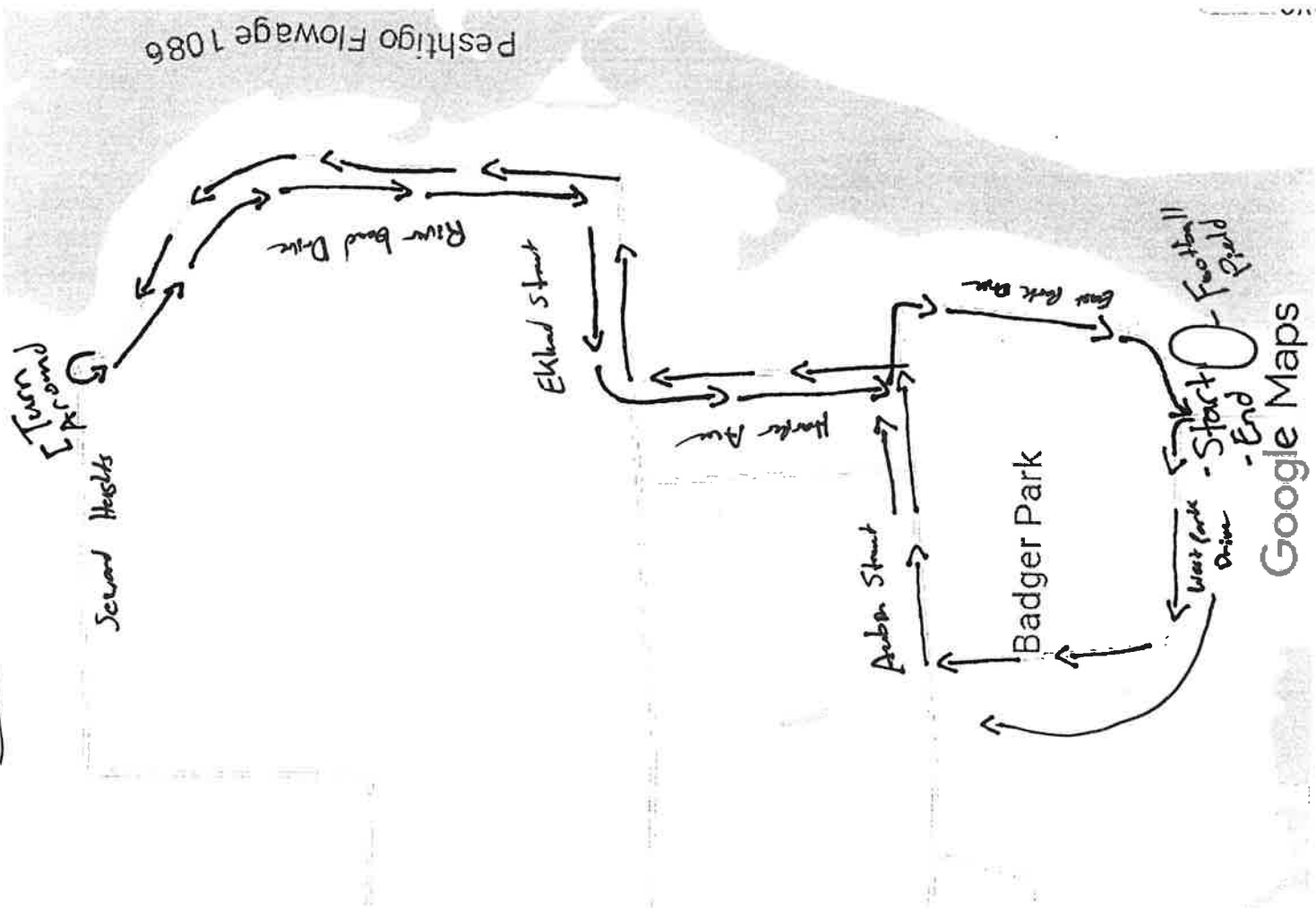
Other costs may include, but are not limited to:

- Traffic Barricades, first 8 no charge, \$5.00 each additional
- Traffic Signs (i.e., Road Closed), No Charge for First 4, \$5.00 each additional
- Traffic Control Equipment Delivery and Pick up, Hourly rate for 2 workers, truck & trailer: \$150.00
- Extra garbage can, \$10.00 each additional

GL 10-46315
Code 207

Permit fees to be paid no later than one week prior to event.

Original



Google Maps



Point (x, y) = (0, 0)

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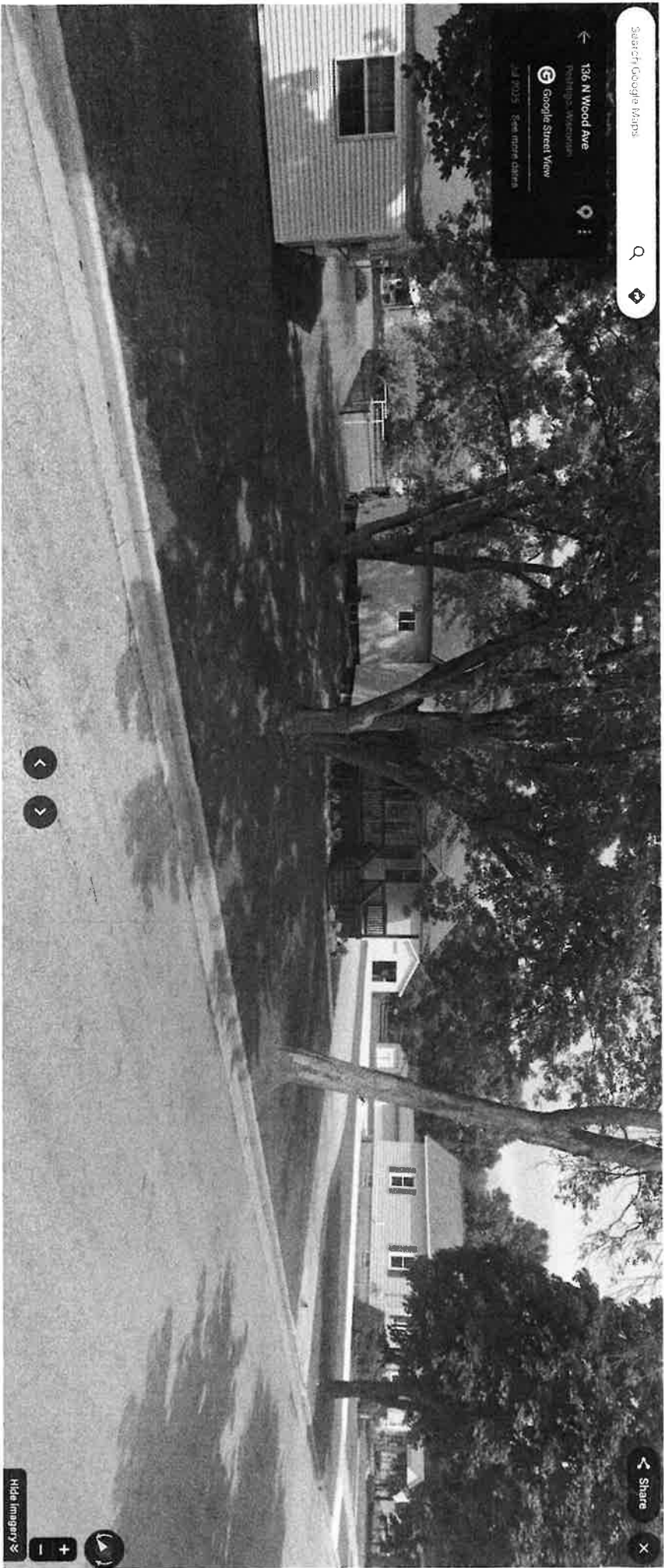
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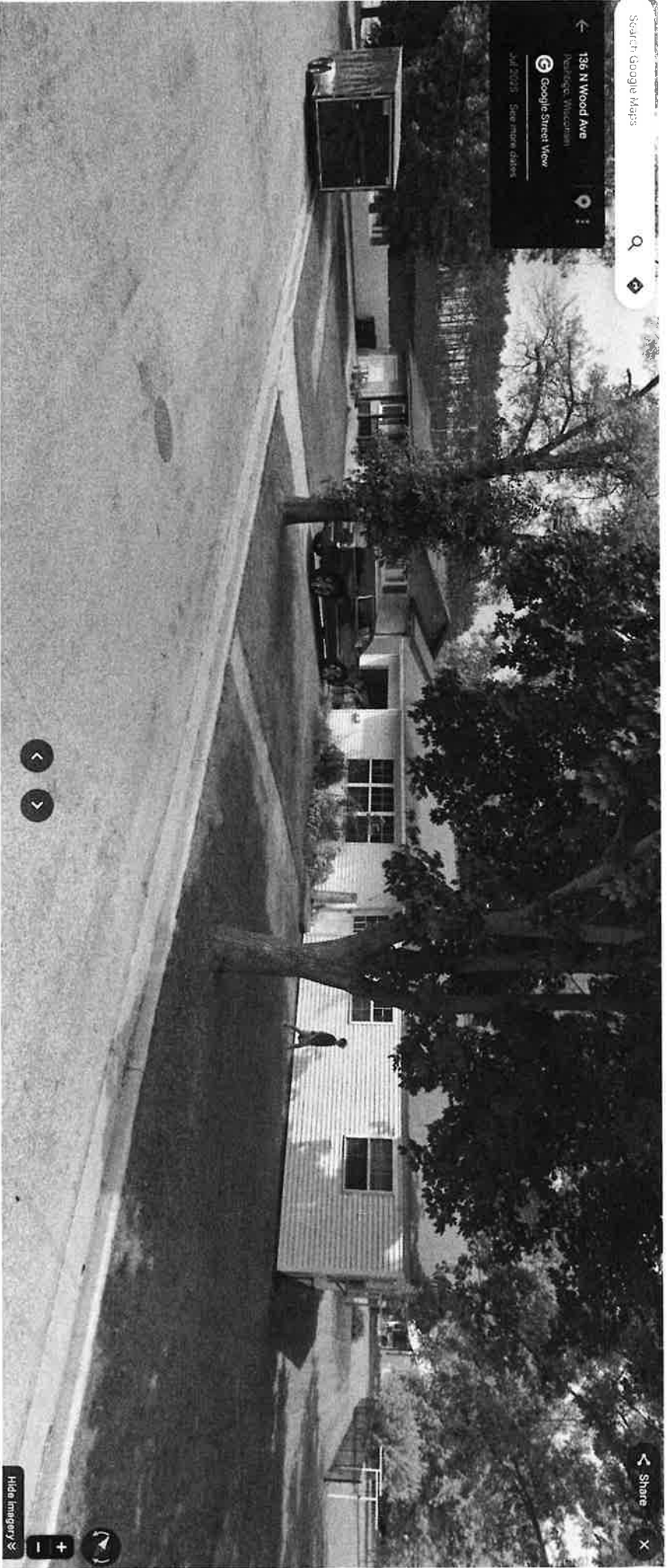
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SECTION 00 62 76
APPLICATION FOR PAYMENT NO. 4

To: City of Peshtigo
From: Peters Concrete Company
Contract: 3589-26-01
Project: 2026 W Park Drive Reconstruction
For work accomplished through the date of: 9/15/2026

1. Original Contract Price:	\$803,132.50
2. Add (Deduct) by Revised Quantities:	
3. Net change by Change Orders and Written Amendments (+ or -):	\$13,944.00
4. Current Contract Price (1 plus 2 plus 3):	\$817,076.50
5. Total completed and stored to date:	\$ 743,200.10
6. Retainage (per Agreement): * 5% of first 50% completed / 2.5% after 50% completed	
* <u>2.50%</u> % of contract after 50% of total completed work:	\$ 20,426.91
<u> </u> % of stored material:	\$ -
Total Retainage:	\$20,426.91
7. Total completed and stored to date less retainage (5 minus 6):	\$722,773.19
8. Less previous Application for Payments:	\$528,131.69
9. Due this Application (7 minus 8):	\$194,641.50

Record of Previous Payments:

1. <u>6/12/2026</u>	<u>\$77,438.63</u>	4 <u> </u>
2. <u>7/9/2026</u>	<u>\$275,010.09</u>	5 <u> </u>
3. <u>8/12/2026</u>	<u>\$175,682.97</u>	6 <u> </u>

Sub-Total \$528,131.69

Accompanying Documentation:

SUBMITTED:

By: Tracy Behnke Date: 9/16/2026
CONTRACTOR (Authorized Signature)

RECOMMENDED:

By: H. Lindenberg Date:
ENGINEER (Authorized Signature)

APPROVED:

By: Date:
OWNER (Authorized Signature)

APPROVED:

APPLICATION FOR PAYMENT

By: Date:
Z:\Sewer Excavation Dept\Job Files\JOBS 2026\26821 PESHTIGO PARK DRIVE\26821 Unit Price Payment Request PR4 REV 4/8/15 00 62 76-1

REQUEST AND CERTIFICATE FOR PAYMENT, containing
CONTRACTOR'S signed Certification is attached.

PROJECT NAME: 2025 W. Park Drive Reconstruction - LRP

REQUEST NUMBER: 4
ENGINEERS PROJECT NO: 3589-26-01

ITEM NO.	DESCRIPTION OF WORK (B)	SCHEDULED QUANTITY (C)	SCHEDULED UM	UNIT PRICE (D)	SCHEDULED Amount	Work Completed		This Request (F)		Total Completed and Stored to Date (E+F+G)	
						Previous Request (E)	Quantity	Amount	Quantity	Amount	Quantity
Allowances											
1	Allowances - Spec Section 01 21.00 Schedule of Allowances, Complete	1	LS	\$ 1,500.00	\$ 1,500.00						
Base Bid											
2	Inlet Protection, Install and Maintain, Complete	8	EACH	\$75.00	\$ 600.00	1	\$ 75.00		\$ -		\$ -
3	Ditch Checks, Install and Maintain, Complete	60	LF	\$7.00	\$ 420.00		\$ -		\$ -		\$ -
4	Culvert Pipe Checks, Install and Maintain, Complete	12	EACH	\$18.00	\$ 216.00		\$ -		\$ -		\$ -
5	Tracking Pad, Complete	1	EACH	\$500.00	\$ 500.00		\$ -		\$ -		\$ -
6	Turtle Fence, Install and Maintain, Complete	1,825	LF	\$ 5.00	\$ 9,125.00	1,825	\$ 9,125.00		\$ -		\$ -
7	Slit Fence, Install and Maintain, Complete	1,950	LF	\$2.00	\$ 3,900.00	1,950	\$ 3,900.00		\$ -		\$ -
8	Temporary Traffic Control, Complete	1	LS	\$20,680.00	\$ 20,680.00	1.00	\$ 20,680.00		\$ -		\$ -
9	Sawing Asphalt Full Depth, Complete	400	LF	\$1.95	\$ 780.00	200	\$ 390.00		\$ -		\$ -
10	Sawing Concrete Full Depth, Complete	40	LF	\$2.95	\$ 118.00	20	\$ 59.00		\$ -		\$ -
11	Remove Asphalt Pavement, Complete	6,600	SY	\$0.90	\$ 5,940.00	6,600	\$ 5,940.00		\$ -		\$ -
12	Concrete Curb & Gutter, 30-inch, Complete	2,475	LF	\$16.43	\$ 40,664.25	2,200	\$ 36,146.00		\$ -		\$ -
13	Concrete Sidewalk, 6-inch, Complete	1,450	SF	\$7.94	\$ 11,513.00	1,200	\$ 9,528.00		\$ -		\$ -
14	Concrete Sidewalk, Pedestrian Warning Fields, Complete	50	SF	\$33.00	\$ 1,750.00	25	\$ 825.00		\$ -		\$ -
15	Concrete Driveway, 6-inch, Complete	165	SF	\$7.94	\$ 1,310.10	130	\$ 1,032.20		\$ -		\$ -
16	Concrete Flumps, Complete	25	SF	\$33.00	\$ 875.00	15	\$ 525.00		\$ -		\$ -
17	Concrete Sidewalk, 4-inch, Complete	12,350	SF	\$7.29	\$ 90,031.50	11,500	\$ 83,835.00		\$ -		\$ -
18	Riprap, Medium, 12-inch Thick, Complete	75	SY	\$44.00	\$ 3,300.00	75	\$ 3,300.00		\$ -		\$ -
19	Geogrid Reinforcement, Type II, Complete	8,100	SY	\$1.50	\$ 12,150.00	8,100	\$ 12,150.00		\$ -		\$ -
20	Site Clearing, Complete	17	STA	\$750.00	\$ 12,750.00	28	\$ 21,000.00		\$ -		\$ -
21	Earthwork, Unclassified Excavation, Complete	8,100	SY	\$15.67	\$ 126,927.00	8,100	\$ 126,927.00		\$ -		\$ -
22	Earthwork, Excavation Below Subgrade, Complete	2,050	CY	\$23.00	\$ 47,150.00		\$ -		\$ -		\$ -
23	Crushed Aggregate Base Course, Gradation No. 3, 4-inch Thick, Complete	500	SY	\$6.36	\$ 3,180.00	500	\$ 3,180.00		\$ -		\$ -
24	Crushed Aggregate Base Course, Gradation No. 4, 12-inch Thick, Complete	7,225	SY	\$9.20	\$ 66,470.00	7,225	\$ 66,470.00		\$ -		\$ -
25	Asphaltic Concrete Binder Pavement, 3 LT 58-28 S, 2-inch Thick, Complete	6,950	SY	\$9.80	\$ 68,110.00		\$ -		\$ -		\$ -
26	Asphaltic Concrete Surface Pavement, 5 LT 58-28 S, 1 1/2-inch Thick, Complete	6,950	SY	\$8.00	\$ 55,600.00		\$ -		\$ -		\$ -
27	Asphaltic Concrete Driveways, 5 LT 58-28 S, 2-inch Thick, Complete	925	SF	\$6.35	\$ 5,873.75		\$ -		\$ -		\$ -
28	Pavement Marking, Complete	1	LS	\$16,500.00	\$ 16,500.00	1	\$ 16,500.00		\$ -		\$ -
29	Signs, Complete	21	EACH	\$250.00	\$ 5,250.00	16	\$ 4,000.00		\$ -		\$ -
30	Landscaping, Topsoil, Fertilize, Seed, and Mulch, Complete	4,350	SY	\$9.85	\$ 42,847.50	3,000	\$ 29,550.00		\$ -		\$ -
31	Erosion Control Blanket, Topsoil, Fertilize, Seed, and Temporary Erosion Control Blanket, Complete	975	SY	\$10.05	\$ 9,798.75	975	\$ 9,798.75		\$ -		\$ -
32	Trees, American Linden, 1.5-2-inch Diameter, Complete	2	EACH	\$900.00	\$ 1,800.00	2	\$ 1,800.00		\$ -		\$ -
33	Trees, Autumn Blaze Maple, 1.5-2-inch Diameter, Complete	1	EACH	\$900.00	\$ 900.00	1	\$ 900.00		\$ -		\$ -
34	Trees, Honey Locust, 1.5-2-inch Diameter, Complete	2	EACH	\$900.00	\$ 1,800.00	2	\$ 1,800.00		\$ -		\$ -
35	Storm Sewer Inlet, Type B, Complete	8	EACH	\$3,700.00	\$ 29,600.00	8	\$ 29,600.00		\$ -		\$ -
36	Storm Sewer Pipe, Reinforced Concrete Class (III), 12-inch, Complete	175	LF	\$89.15	\$ 15,601.25	175	\$ 15,601.25		\$ -		\$ -
37	Storm Sewer Pipe, Reinforced Concrete Class (III), 15-inch, Complete	112	LF	\$85.00	\$ 9,520.00	112	\$ 9,520.00		\$ -		\$ -
38	Storm Sewer Pipe, Reinforced Concrete Class (III), 18-inch, Complete	56	LF	\$89.40	\$ 5,006.40	56	\$ 5,006.40		\$ -		\$ -
39	Storm Sewer Elliptical Pipe, Reinforced Concrete Class (III), 29-inch by 45-inch, Complete	60	LF	\$288.00	\$ 17,280.00	60	\$ 17,280.00		\$ -		\$ -
40	Apron Endwall, RCP, 12-inch, Complete	2	EACH	\$1,950.00	\$ 3,900.00	2	\$ 3,900.00		\$ -		\$ -
41	Apron Endwall, RCP, 15-inch, Complete	4	EACH	\$2,020.00	\$ 8,080.00	4	\$ 8,080.00		\$ -		\$ -
42	Apron Endwall, RCP, 18-inch, Complete	2	EACH	\$2,125.00	\$ 4,250.00	2	\$ 4,250.00		\$ -		\$ -
43	Apron Endwall, Elliptical RCP, 29-inch by 45-inch, Complete	2	EACH	\$3,420.00	\$ 6,840.00	2	\$ 6,840.00		\$ -		\$ -
44	Corrugated Metal Pipe, 12-inch, Complete	20	LF	\$65.50	\$ 1,310.00	20	\$ 1,310.00		\$ -		\$ -
45	Corrugated Metal Pipe, 15-inch, Complete	90	LF	\$53.50	\$ 4,815.00	90	\$ 4,815.00		\$ -		\$ -
46	Apron Endwall, CMP, 12-inch, Complete	2	EACH	\$155.00	\$ 310.00	2	\$ 310.00		\$ -		\$ -
47	Apron Endwall, CMP, 15-inch, Complete	4	EACH	\$185.00	\$ 740.00	4	\$ 740.00		\$ -		\$ -
48	Beitman Privacy Vinyl Fence or Equal, 6-Foot High, Complete	300	LF	\$63.98	\$ 19,194.00		\$ -		\$ -		\$ -
49	Thermoplastic Coating, Complete	1	EACH	\$7,950.00	\$ 7,950.00		\$ -		\$ -		\$ -
Total											
Less Retainage					\$ 808,826.50		\$ 548,558.60		\$ 194,641.50		\$ 743,200.10
TOTAL											\$ (20,426.91)
Amount Previously Paid											\$ 722,773.19
Amount Due This Request											\$ 528,131.69
Amount Due This Request											\$ 194,641.50

**SECTION 00 63 63
CHANGE ORDER NO.: 2**

Owner: City of Peshtigo Owner's Project No.: 3589-26-01
 Engineer: Robert E. Lee & Associates, Inc. Engineer's Project No.: 3589-26-01
 Contractor: PETERS CONCRETE
 Project Name: 2026 W. Park Drive Reconstruction
 Contract No.: 3589-26-01
 Date Issued: August 14, 2026 Effective Date of Change Order: August 14, 2026
 The Contract is modified as follows upon execution of this Change Order:

Description:

- Add pedestal curb along school parking lot entrance and exit – 60 lineal feet at \$68.90 per lineal feet = \$4,134.00
- Add 6" depth concrete driveway with rebar at campground exit – 30 square feet at \$22.00 per square foot = \$660.00.
- Concrete mobilization for additional work at \$3,050.00.
- Sawcut/removal for additional work at \$650.00.
- School parking lot asphalt – 658 square feet @ \$7.45 per square foot = \$4902.10.
- Total estimated increase = \$13,396.10.

Attachments:

Peters Concrete Breakdown

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 803,132.50	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
Increase/decrease from previously approved Change Orders: \$ 13,944.00	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 817,076.50	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Increase this Change Order: \$ 13,396.10	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ 830,472.60	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Signatures on Page 2

	Recommended by Engineer (if required)	Accepted by Contractor
By:	<u>A. Lindenberg</u>	<u></u>
Title:	<u>Project Manager</u>	<u></u>
Date:	<u>September 21, 2026</u>	<u></u>
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	<u></u>	<u></u>
Title:	<u></u>	<u></u>
Date:	<u></u>	<u></u>

Peshtigo Change Order #2

DATE: 8/12/2026

<u>Item Description</u>	<u>Unit</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Amount</u>
Ped Curb	LF	60	\$68.90	\$4,134.00
6" Concrete w/ Rebar	SF	30	\$22.00	\$660.00
Concrete MOB	EA	1	\$3,050.00	\$3,050.00
Sawcut / Removal	LS	1	\$650.00	\$650.00
Asphalt	SF	658	\$7.45	\$4,902.10

TOTAL: \$13,396.10

TASK ORDER

This is Task Order No. 2026-01,
consisting of 3 pages
City of Peshtigo
Private Utility Support Services

In accordance with the Agreement between City of Peshtigo (Owner) and Ruekert & Mielke, Inc. (Engineer) dated July 7, 2022, Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Private Utility Support Services
- B. Description: Provide engineering and observation services to permit, coordinate, monitor and manage private utility infrastructure work on behalf of the City of Peshtigo.

2. Services of Engineer

The Work authorized by this agreement includes Permitting, Observation, Project Communication and Coordination Services. The project services could include the following work tasks:

- Meet with City staff to review work objectives, define the review process, and discuss project issues as needed.
- Review plans for project areas; provide comments if revisions required.
- Provide information on City standards for street and other restoration.
- Review and approve schedule for project area defined in permit.
- Attend any required meetings as needed for permit approvals.
- Provide periodic observation of work in right-of-way and other City permit areas.
- Provide a weekly email summary of project progress.
- Perform punch list for restoration of permit areas.
- Update permit status in a format acceptable to the City.
- Attend site meetings.
- Review permit closeout when notified by private utility to confirm and recommend permit closure.
- Consult with City Public Works staff as necessary.
- Coordinate with private utility consultant and contractor as necessary.

3. Owner's Responsibilities

- Provide guidance and direction on City standards and preferences.
- Review and approve permits, work start, and work closure, as appropriate.

4. Times for Rendering Services

Phase

Annual

Completion Date

Based on permits received and work completed by private utility contractors

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Lump Sum, or Estimate of Compensation for Services</u>
Support Services	Standard Hourly Rates	Time and Materials Basis Not to Exceed \$23,000

TASK ORDER

B. The terms of payment are set forth in the Standard Terms and Conditions.

C. Anticipated roles for this project will be billed at our ***Private Utility Observation Services*** rates, as follows:

1. Project Manager/Review: \$149/HR
2. Construction Review Technician II: \$115/HR
3. Administrative Assistant: \$84/HR

6. Consultants

None.

7. Other Modifications to Standard Terms and Conditions

None.

8. Attachments

None.

9. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / City of Peshtigo Master Agreement

TASK ORDER

TASK ORDER NO. 2026-01
PRIVATE UTILITY SUPPORT SERVICES
Between City of Peshtigo
and
Ruekert & Mielke, Inc.
Dated February 23, 2026

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement Amendment between Owner and Engineer, dated July 7, 2022, which are incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 27, 2026.

OWNER:

City of Peshtigo

Signature: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: Ryan T. Amtmann

Name: Ryan T. Amtmann, P.E.

Title: Vice President

Date: February 23, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Name: Kevin J. Wagner, P.E.

Title: Project Manager

Address: 1400 Lombardi Avenue
Green Bay, WI 54304

Email: kwagner@ruekert-mielke.com

Phone: (920) 876-6382

MEMORANDUM OF UNDERSTANDING AND Escrow Agreement

THIS AGREEMENT, made and entered into this _____ day of _____ 2026, by and between the City of Peshtigo, Wisconsin, a municipal corporation ("City"), and Brightspeed _____ ("Utility"), sometimes referred to collectively herein as the "Parties," as follows:

RECITALS

WHEREAS, pursuant to Wis. Stat. sec. 86.16, Wis. Stat. sec. 61.34 and Wis. Admin Code ch. PSC 130, City has adopted by ordinance Section 40.48 and Section 40.49 of the City of Peshtigo Municipal Code which sets forth permitting, reconstruction and restoration requirements for the location of utility facilities within the public right-of-way;

WHEREAS, the City owns and maintains rights-of-way in the public trust for transportation and other public purposes; and

WHEREAS, Utility is a "public utility" as defined in sec. 196.01 Wis. Stats.; and

WHEREAS, Utility intends to install approximately 4 miles of fiber optic cable within the City owned rights-of-way,

WHEREAS, the City desires to support the expansion of fiber optics networks to increase access to vital broadband connections and capacity to our residents and businesses in a manner reasonably consistent with such terms as are applicable to other similar contractors or providers; and

WHEREAS, Utility desires to construct a fiber optics network within the City to provide commercial and residential broadband connectivity and related services (the "Network") through the installation of conduit, fiber optics, handholds, cabinets, and related underground and above-ground broadband infrastructure ("Network Facilities") within the City of Peshtigo during (the "Project"); and

WHEREAS, City will incur significant costs to manage utility access to and use of City rights-of-way throughout the Project including, but not limited to, the management function costs specified in Wis. Admin. Code sec. PSC 130.05(1) ("City Management Costs");

WHEREAS, Utility acknowledges and agrees that the estimated City Management Costs of **\$25,000.00** for the Project are reasonable and has agreed to establish an escrow account with the City to fund the prompt and equitable repayment of such City Management Costs. As defined below, under section 3 Permits subsection e. Scope.

WHEREAS, the Parties elect to enter into this Memorandum of Understanding ("MOU") to facilitate the timely, safe, and effective installation of Network Facilities, to acknowledge and establish mutual expectations regarding permitting.

NOW, THEREFORE, BE IT MUTUALLY AGREED as follows:

1. **RECITALS.** The above Recitals are hereby incorporated and form a part of this Agreement.
2. **SCOPE OF PROJECT.** The Network is planned for the geographic area of the City, with Network Facilities installed throughout the City solely at Utility's cost and expense.
3. **PERMITS.** Utility shall timely apply for and pay all fees and costs required by City ordinance and those reasonably related to any and all permits, inspections, and issuance of permits required for the Network or installation of Network Facilities. The Parties further agree as follows:
 - a. The Utility shall provide the City with the proposed work to be done in six geographically compact groupings known as Permitted Areas (PA), with sufficient lead time to allow the City to conduct the locates efficiently and timely. The Parties shall meet before the commencement of the installation of the Network Facilities for each PA and periodically thereafter as mutually agreeable to discuss and agree upon a work schedule, staging, and desired completion times.
 - b. Applications shall be submitted via email to the Director of Public Works. Address and geographical area information shall be provided by Utility. The Parties shall coordinate packaging or grouping applications to allow for the efficiency of time and costs and avoid exceeding City's operational capacity. Utility will pay the sum of \$ [REDACTED] for each PA permit, in lieu of all fees and costs reasonably related to any and all permits, and inspections associated with the Public ROWs,
 - c. Drawings. The City agrees that the sample drawings attached as Exhibit A outline in sufficient detail the type of information Utility will generally be required to submit to the City to obtain the appropriate permit. Utility shall be responsible for knowledge of the City Code of Ordinances and other applicable state and local permit standards and shall use best efforts to submit permit applications that are complete, forthright, and accurate. The City will work in good faith to assist Utility when more information is required.

- d. **Applications and Approvals.** Both parties shall use their best efforts to facilitate accurate and prompt review of all necessary permits through timely, accurate submittal and payments of the permit application, and timely review and response once completed applications are submitted by Utility. The City will use best efforts to respond to complete, accurate, and paid permit applications within twenty (20) calendar days.
- e. **Scope.** An individual PA may cover a large geographic area of the City but will be limited to a maximum of five thousand linear feet (5,000 LF) per application. Utility Permits may cover multiple streets, and all impacted street corridors shall be listed in the location field of the permit.
- f. **Post Construction Record Drawings.** Upon completion of work in a permitted area, Utility will provide record drawings and will reference the previously approved permit number along with all impacted streets in the location field. The City will not charge a fee for the record drawings permits. The record drawings are to be submitted digitally by Utility to the City in GIS format.
- g. **Street and sidewalk openings.** In undertaking street or sidewalk openings in connection with the installation of Network Facilities, Utility will fully comply with and be bound by the requirements of Sec. 40-49 of the City of Peshtigo Code of Ordinances. Any costs arising out of compliance, in addition to the issuance of permits and inspections addressed in 3.b., will be the responsibility of the Utility.

4. DEPOSIT OF FUNDS. City will acknowledge receipt of \$25,000.00 from Utility for a permit to cover 6 separate permitted areas from the Utility and agrees to hold that amount in an escrow account for the sole benefit of the City in accordance with the terms of this Agreement to fund the City Management Costs for functions undertaken to manage utility access and use of the right-of-way.

5. DISBURSEMENT OF ESCROW FUNDS. The City is hereby authorized to disburse the Escrow Funds as follows: The City shall disburse funds to its general account sufficient to pay any invoice received from Ruekert & Mielke, Inc. for services in connection with the Project. The City shall submit an invoice to the Utility within five (5) days of disbursement. The Utility may object to any draw which it believes inappropriate within 15 days of receipt of the invoice from the City.

- i. In no event shall Utility draw funds or City disburse funds from the escrow account for any other purpose other than the payment of costs related to and in connection with the City Management Costs as defined above.

- ii. Should the funds in escrow be determined by the Parties to be inadequate to cover the estimated costs of the Project, the Utility agrees to deposit an additional sum with the City to be held in escrow to cover the revised projected costs.

6. RELEASE OF FUNDS. Upon completion of the Project including compliance with the requirements of part 3, and written acceptance of improvements by the City, signed by the City Mayor, remaining funds, if any, in the escrow account, may be disbursed to Utility and this Agreement shall terminate and no party shall have any further rights, duties or obligations.

7. NOTICES. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered by hand or sent by electronic mail (with hard copy to follow), or sent, postage prepaid, by registered, certified or express mail and shall be deemed given so delivered by hand, or if mailed, when received as follows:

To the City: Matt Decur, P.E., Director of Public Works
331 French Street
Peshtigo, WI 54157
(715) 504-0894
mattd@cityofpeshtigo.us

To BRIGHTSPEED John Smith
000 Junction Rd.
Anytown WI 00000
(123) 456-7899- Cell
(715)012-3456- Office
John.Smith@Brightspeed.com

Installer: To be provided by utility to City when the installer is retained following prequalification to perform work for this project.

7. NON-WAIVER OF RECOVERY RIGHTS. Nothing in this Agreement shall be deemed a waiver of the City's right to recover actual costs for repair, restoration or other damages in connection with or relating to the Project.

8. ENTIRE AGREEMENT/AMENDMENTS. This Agreement constitutes the entire agreement between the Parties as to the Project and any amendment shall be in writing and signed by both Parties.

9. APPLICABLE LAW. Wisconsin law shall apply to the interpretation of this Agreement and the resolution of any disputes arising from it between the Parties with proper venue being Marinette County, Wisconsin..

10. **DRAFTING/INTERPRETATION.** This Agreement was mutually drafted, and its interpretation shall not be construed against either party in whole or in part. The Parties are experienced market participants, represented by legal counsel, and enter into this Agreement fully informed and advised of their legal rights and the effects of the terms and conditions of the Agreement stated herein and executed below.

IN WITNESS THEREOF, the parties herein witness and execute this Agreement on this _____ day of _____ 2026.

Signatures to follow:

BRIGHTSPEED

John Smith, Director-Network Construction

CITY OF PESHTIGO, WISCONSIN

Katie Berman, Mayor

Tammy Kasal, City Clerk

Approved as to form:

David Spangenberg, City Attorney

CITY OF PESHTIGO

Telephone 715-582-3041

331 French Street - Suite A - Peshtigo, WI 54157



SUPPLEMENTAL CONDITIONS for STREET EXCAVATION PERMITTING and UNDERGROUND UTILITIES

DEFINITIONS

City Utilities: Water, Sanitary Sewer and Storm Sewer Mains, Leads, Services, Laterals and related structures.

City Staff: City Director of Public Works or City Consultant Engineers

Proposed Utility: Any private linear utility that is proposed, including but not limited to: water, sanitary, storm, electric, gas and communications utility not owned by the City, another Municipality, Marinette County or the State of Wisconsin.

Proposed Utility Structure: Any private utility structure that is proposed, including but not limited to: hydrants, valves, manholes, poles, vaults, or other above or underground structures.

Penetration: Any excavation or ground disturbing activity, including borings, wells, grounding rods, poles or posts.

Road Crossing: Any utility crossing of or utility work within a public roadway, whether main line, service line, or transmission line.

Site: Any distinct portion of the project area where work is completed at one time. This may be as large as a street block, or as small as a single excavation, depending on the timing and operations involved with the work.

Service permit: Street excavation permit for installation or maintenance of single utility service line for work completed at a single utility structure or connection point within the City right-of-way.

Small Utility Permit: Street excavation permit for installation or maintenance of small (private) utilities

GENERAL UTILITY PROJECT PERMITTING

1. Any utility work within the public right-of-way requires a street excavation permit. Any connections from a private utility within the right-of-way to a private property requires a service permit if the existing utility is directly adjacent to the property. If an existing utility is not adjacent to the property, an extension of the utility within the right-of-way is required, and a street excavation permit is required. Extension of private utilities cannot occur outside the right-of-way unless a property easement is utilized or secured.

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2. Any utility project that exceeds 1 mile in cumulative corridor length or 1 square mile in total area of City impact (not area of disturbance) shall be permitted incrementally, by distinct project permit areas (DPPAs). A DPPA shall not exceed 1 square mile in size of City impact. Each DPPA will be permitted and approved separately, and the City will make the determination of how many DPPAs can be permitted and active at one time.
3. The proposed utility owner or contractor must provide plans for utility work within each DPPA, showing enough design information for City staff to determine if the proposed utility locations and design can meet the utility separation requirements provided below. These plans will be reviewed by City staff and either approved or returned with comments to be addressed for resubmittal.
4. City staff will release a DPPA for construction once the initial utility design has been approved and there is capacity for additional DPPAs. City staff will not release a new DPPA until an active DPPA has been closed out. All hardscape restoration shall be completed and approved by City staff before closing out of a DPPA.
5. As part of the closeout process for each DPPA, the utility owner or contractor must provide as-builts of the utilities installed, that accurately show the utilities as installed.
6. Utility owner or contractor will need to provide an electronic shapefile as-built of the entire utility project once all DPPAs have been completed in order to close out the project.
7. Individual services installed outside of a DPPA will be permitted individually, as a service permit. Any structure installation work or any other work within the right-of-way must be submitted as a small utility permit.

PERMITTED UTILITY SEPARATION REQUIREMENTS

8. The permitted utility work shall maintain 5-foot horizontal separation between proposed utility or utility structures and existing underground City utilities, including hydrants. Due to some sections of right-of-way within the City containing a large number of existing utilities, this requirement may be lessened to a minimum of 3-foot separation distance.
9. The permitted utility work shall maintain 2-foot minimum vertical separation from proposed utility or utility structure to any other City utility.
10. The permitted utility work shall maintain 1-foot minimum separation when bypassing curb stops and signs.
11. Road crossing shall be minimized and confined to street intersections to the extent practicable. Mainline facilities shall be extended across any streets where future utility service is to be accommodated. All road crossings, starting 3-feet before back of curb and extending under roadway to 3-feet past back of opposite curb, shall be 3-foot minimum depth.

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12. For any proposed utility crossings that cannot maintain a clearance of 2 vertical feet over existing water, sewer or storm mains, water services, sewer laterals or storm leads or laterals, the City requires potholing prior to construction or televising of the existing City utility after construction. This work will be done at the expense of the contractor.
13. For all proposed utility structures that include penetrations greater than 4' in depth, existing water service and sanitary laterals shall be potholed or located prior to structure installation.
14. For all proposed utility structures that include penetrations greater than 3' in depth, existing storm sewer shall be potholed or located prior to structure installation or repaired if encountered during installation.
15. Proposed utility structures may be located within the City right-of-way (ROW). Structures located in sidewalk panels will need to be placed in the center of the panel (parallel to the roadway) with the edge of the structure flush with the back edge of the panel (relative to the roadway). If there is an existing obstruction at the back of the sidewalk (vertical curb, fence, etc.), the structure can be shifted forward enough to account for the subsurface dimensions of the structure. Structures shall not be located in driveways.
16. Proposed utility structures cannot be located over existing City utilities.
17. Any deviation from the above Utility Separation Requirements due to constraining circumstances would need to be approved by City staff on a case-by-case basis.

UTILITY DAMAGE

18. Any damage to any existing utilities must be reported to the appropriate utility contact and also to City staff immediately. Contractor shall follow standard communication protocols for damage to gas utilities and notify City staff once emergency and gas utility services have been notified.
19. Damage to any public utility within ROW must be repaired or replaced within the timeframe required by the corresponding utility. Damage to a sewer or water main or lateral shall be repaired immediately. Permitted street excavation and utility installation work will stop until repair has been started or scheduled to the satisfaction of the City. If repairs are not completed within the permitted timeframe, the City reserves the right to repair city utilities and invoice costs directly to contractor for that utility damage as well as for any future utility damage on the project.

RESTORATION REQUIREMENTS

20. Softscape restoration requirements:
 - i. 4" of screened topsoil minimum, seed, and fertilizer
 - ii. Hydro mulch or biodegradable erosion matting. No loose straw is permitted.
 - iii. Submittals for seed and erosion mat shall be provided for approval prior to the start of softscape restoration.

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21. Hardscape restoration requirements:

- i. All hardscape removal requires straight and continuous saw-cutting to full depth. Any damage to adjacent hardscape or curb and gutter shall be replaced at Contractor's expense.
- ii. Any sidewalk panel excavation (or potholing) requires a full panel replacement. Any driveway apron excavation (or potholing) requires a full apron panel replacement. Any concrete roadway excavation (or potholing) requires a full concrete panel replacement. Review of all panel replacements shall be completed with City Staff prior to replacement.
- iii. Any asphalt excavation (or potholing) shall be restored with a rectangular patch that extends a minimum of 6 inches beyond the excavation limits in any direction (i.e., a 12" diameter pothole would require a 2' x 2' restoration patch). Multiple patches near each other within a given section of roadway will require a full continuous patch.
- iv. Hot mix asphalt must be used for all asphalt roadway restoration. Concrete must be used for all concrete roadway restoration. The composition and depths of roadway restoration will be determined in the sole discretion of City staff on a case-by-case basis.
- v. Stone backfill is allowed around proposed linear utilities up to 1' above, and around proposed utility structures, up to 6" around. Above stone backfill, cementitious/granular backfill is required up to the stone base.
- vi. 4" of 1½-inch stone is required for sidewalk base; 12" of 1½-inch stone is required for asphalt or concrete road base.
- vii. 4" of concrete is required for residential sidewalk panels; 6" of concrete is required for driveway panels and aprons; 8" of concrete is required for industrial driveway panels and aprons.

22. Temporary Hardscape restoration requirements:

- i. Temporary hardscape restoration shall be completed as soon as excavation and structure installation work has been completed unless permanent hardscape restoration can be completed instead.
- ii. Temporary restoration for sidewalks will be the use of 2" thick cold patch in place of concrete.
- iii. Temporary restoration for roadways will be the use of 4" thick cold patch asphalt in place of hot mix asphalt or concrete.
- iv. Temporary hardscape restoration areas must be monitored on a weekly basis, with sweeping of loose stones or material, and repairs to any rough surfaces or potholes.

23. All permanent hardscape restoration must be completed within four weeks of the start of excavation work for a site or within two weeks after the completion of utility installation work for a site, whichever is shorter. All softscape restoration must be completed within five weeks of the start of excavation work for a site, or within three weeks of the completion of utility installation work for a site, whichever is shorter. If there is outstanding restoration work that exceeds these limits at the end of any calendar month, all excavation and installation work will be shut down until this restoration work has been completed.

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ALLOWED WORK SCHEDULE

24. In general, normal work hours of 7:00 AM – 7:00 PM are allowed Monday through Friday. No work is allowed on Saturdays without prior approval from the City. No work is allowed on Sundays or holidays observed by the City.

25. Excavation work may take place from the spring thaw until the ground freezes again in winter. The City ordinance states these dates to be from May 15th to November 15th. All hardscape restoration must be completed by November 15th of any given year.

In addition to these requirements, Contractor shall follow City Specifications and shall contact City staff with any questions.



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MEMORANDUM

To: Streets and Drainage Committee/ City Common Council

From: Interim Director of Public Works

Date: _____

Re: Commercial Refuse Collection Service Policy

Background

The City of Peshtigo currently provides municipal refuse collection services to residential and commercial properties utilizing City-owned collection equipment designed for collection of standard refuse carts. Several commercial properties generate refuse volumes significantly exceeding those of typical residential customers. In some instances, individual commercial establishments utilize six to eight refuse carts per collection cycle while receiving the same level of municipal service as lower-volume customers. The City does not own or operate equipment for commercial dumpster collection. As a result, collection of excessive refuse volumes from certain commercial properties requires disproportionate use of City labor, equipment, fuel, maintenance resources, and collection time.

Purpose

The purpose of this policy is to establish reasonable service limits for commercial refuse collection while ensuring efficient and sustainable operation of the City refuse collection program.

Findings

1. The City refuse collection system was established primarily to provide residential service to City of Peshtigo residents.
2. City collection vehicles are designed to collect standard refuse carts and are not equipped for commercial dumpster collection.
3. Certain commercial properties generate refuse volumes substantially greater than typical residential customers.
4. Collection of excessive numbers of refuse carts increases labor costs, route times, vehicle wear, fuel consumption, and replacement costs.
5. Establishing reasonable service limits is necessary to preserve long-term efficiency and financial sustainability of the City's solid waste collection program.

Proposed Policy

1) Standard Service Level

- a) Commercial properties may receive a maximum of two (2) City-issued refuse carts for municipal collection.

2) Properties Exceeding Service Limits

- a) Any commercial property requiring:
 - i) More than two (2) refuse carts;
 - ii) Additional collection volume beyond the two-cart limit; or
 - iii) Collection services inconsistent with standard municipal refuse operationsshall be required to obtain refuse collection services through a private waste hauler.

3) Existing Commercial Customers (Grandfather Provision)

- a) Commercial customers currently utilizing more than two (2) refuse carts as of the policy effective date shall be permitted to continue receiving service on a temporary basis for a transition period of 3 months from policy adoption.
- b) During the implementation period, affected businesses shall have the opportunity to:
 - i) Reduce refuse generation to comply with the two-cart maximum; or
 - ii) Make arrangements for refuse collection through a private waste hauler.
- c) At the end of the transition period, commercial properties exceeding the two-cart maximum limit shall no longer be eligible for municipal collection service beyond the approved two-cart limit and the City shall discontinue collection of refuse containers exceeding the two-cart maximum.

4) New Commercial Customers

- a) Commercial properties requesting refuse collection service after the effective date shall not be eligible for City service if anticipated refuse volumes exceed the two-cart limit.

Administrative Authority

The Director of Public Works shall have authority to determine the number of refuse carts assigned to a commercial property, evaluate compliance, provide written notice to affected property owners, establish implementation procedures, and recommend exceptions to the Common Council.

Exceptions

Temporary exceptions may be approved for community events, seasonal activities, emergency situations, or other temporary conditions deemed to be in the public interest. Exceptions exceeding ninety (90) days shall require Common Council approval.

Recommendation

Staff recommends that the Streets and Drainage Committee review and endorse the proposed Commercial Refuse Collection Service Policy establishing a maximum service level of two (2) City-issued refuse carts for commercial properties.



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The proposed policy is intended to improve operational efficiency, reduce disproportionate use of City resources by high-volume commercial refuse generators, and preserve the long-term sustainability of the City's residential refuse collection program.

The proposed policy includes a grandfather provision allowing existing commercial customers currently receiving service above the proposed limit a reasonable transition period to either reduce refuse volumes, or obtain private collection services.

Staff further recommends that the policy be adopted on a twelve (12) month trial basis to evaluate its effectiveness, operational impacts, administrative practicality, and impacts on affected businesses. During the trial period, staff will monitor implementation, customer compliance, service demand, and any unforeseen operational issues.

At the conclusion of the twelve-month evaluation period, staff shall report back to the Streets and Drainage Committee and Common Council with findings and recommendations regarding:

1. Continuation of the policy as adopted;
2. Modification of the policy based on operational experience;
3. Expansion or reduction of service limitations; and
4. Whether the policy should be formally incorporated into the City of Peshtigo Code of Ordinances.

Should the Committee concur with the proposed policy, staff further recommends that the Committee forward a favorable recommendation to the Common Council for adoption of the policy with an implementation date determined by the Council.

Proposed Committee Motion

"Motion to recommend approval of the Commercial Refuse Collection Service Policy, including the grandfather provision for existing commercial customers, and forward the policy to the Common Council with a recommendation for adoption on a twelve (12) month trial basis, after which staff shall evaluate the effectiveness and practicality of the policy and provide recommendations regarding potential codification into the City Code."



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