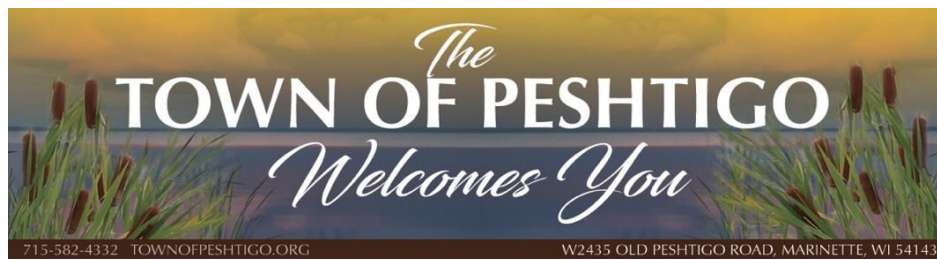




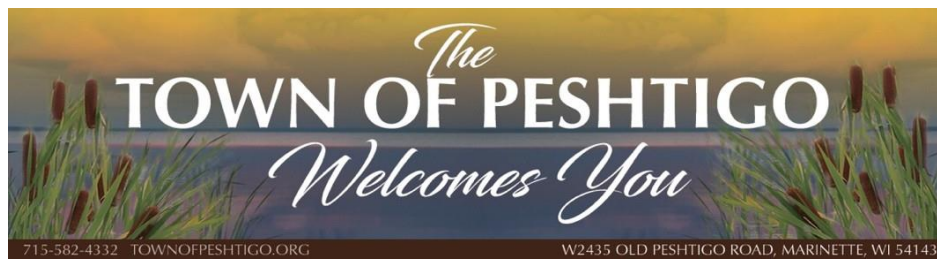
**6/18/2024 Monthly Board Meeting
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26-31	Agenda Item #11c(ii): Chapter 2 thru Section 2-76 proposed ordinance changes



MEETING MINUTES
Town of Peshtigo Monthly Board Meeting
Tuesday, May 21, 2024 at 6 p.m.

- 1) Call to order: **Chairperson Friday** called the meeting to order at 6:00pm.
- 2) Pledge of allegiance
- 3) Roll call: **All present.**
Chairperson Friday, Supervisor Coble, Supervisor Wortner, Supervisor Bergeson, Supervisor Joy
- 4) Verification of proper notice: **Chairperson Friday** verified.
- 5) Approve agenda: **Wortner** motion to approve/Second by **Joy**. Motion carried with 5 yes.
- 6) Public comment, limited to 15 minutes (*in-person attendees only, limited to 3 minutes per person with no time donations from others, agenda items only*), please be prepared to come forward to the table, speak clearly into the microphone, start by stating name/address & agenda item(s) to be addressed: **None heard.**
- 7) Announcements:
 - a. **Wendel Johnson** gave report on KWT's completed control burn. He thanked Road Foreman **Keith Swallow** for mowing boundaries, etc. to prepare for the burn. Trails are functional,
 - b. **Bellin Health** donated an AED to the Town hall as a thank you to the Fire Department for assisting in road closures for their 5K run/walk.
 - c. Treasurer **Jodi Maney** and Deputy **Kathy Brandt** attended QuickBooks training in early May.
 - d. **Marinette County Sherriff** updated **Chairperson Friday** of low staffing at the jail, therefore inmates cannot assist with ditch cleanup at this time. He's hoping to reinstate that program soon.
 - e. **DNR & Tyco** updates can be found on Town website, under the water tab.
 - f. **EPA's Superfund Designation** update from the March 2022 petition by **Cindy Boyle** and **Jeff Lamont** could be 2-3 years until designation determination and another 3-4 years for remedial phase.
 - g. Update on **PFAS lawsuit**- TOP is still in litigation. **Chairperson Friday** reached out to **G&E Law** on behalf of a resident request to have them speak to the public again. **G&E** confirmed they have not done that in the past and stated "most appropriate public statement is that the town is involved in litigation & can't provide further comment beyond its public filings."
 - h. The next 'Thursdays with Friday' will be May 23, 2024 from 12-2pm.
- 8) Minute approval
 - a. 4/16/2024 Regular Board Meeting: **Approved via unanimous consent.**
 - b. 5/7/2024 Special Board Meeting: **Joy** motion to approve/Second by **Wortner**. Motion carried with 5 yes votes.
- 9) Reports
 - a. Fire Department: **Chairperson Friday** gave report.
 - b. Constable: **Chairperson Friday** gave report.
 - c. Building Inspector: **Chairperson Friday** gave report.
 - d. **Marinette County Board**: **Board Rep. Dave Buechler** stated the County Board is discussing **ATV/UTV to be open 365 days/year**, as well as easements with the **UW Campus**.
- 10) Treasurer Report/Investment Report/Budget YTD vs Actual/Budget Amendments: **Joy** motion to approve/Second by **Bergeson**. Motion carried with 5 yes votes.
- 11) Approve vouchers & payment of bills: **Wortner** motion to approve/Second by **Joy**. Motion carried with 5 yes votes.



- 12) Financial audit: **Advisory motion made by resident at April Town Meeting. Chairperson Friday was quoted at \$55k for 5-year audit. No motion made.**
- 13) Cyber Security insurance: **No motion to change from current policy.**
- 14) Board of Appeals resignation: **Chairperson Friday announced that Wayne Gerondale resigned from Board of Appeals and thanked him for his many years of service. We are currently looking to fill positions: Board of Appeals Chairperson, Board of Appeals Alternate, and Plan Commission Alternate.**
- 15) Ad hoc committee updates:
- a. CDBG-CV – Chairperson Friday, Treasurer Maney
 - i. Town Hall improvement update, discussion with possible action: **Chairperson Friday motion to award bid to GPS, contingent on obtaining additional funds of \$182k or more and timeline extension from WI DOA/Second by Joy. Motion carried with 5 yes votes.**
 - b. Ordinance/Policy Review Committee – Chairperson Friday, Vice Chairperson Wortner: **Chairperson Friday stated the committee had its 2nd meeting- will be reviewing Chapters 1 & 2 and will bring changes to Board for review ASAP.**
- 16) Standing Committee Updates:
- a. Buildings & Grounds – Chairperson Coble, Vice Chairperson Joy
 - i. Fire Department drain repair: **Coble, Joy, and Chief Folgert will be meeting with the low bidder next week, prior to awarding the bid.**
 - b. Recycling Center – Chairperson Bergeson, Vice Chairperson Coble
 - i. Employee resignation, potential hiring: **Bergeson announced Paul McClain’s resignation and motioned for approval to hire an additional part-time Recycling Center Attendant, with pay NTE \$19 per hour/Second by Wortner. Motion carried with 5 yes votes.**
 - c. Roads & Ditches – Chairperson Wortner, Vice Chairperson Joy
 - i. Green Gable Road blacktopping culvert repair
 - ii. Old Peshtigo Road culvert replacement
 - iii. Hale School Road culvert replacement
 - iv. Hale School Road blacktop repair by Harbor Road**Chairperson Friday motion to approve the above road work (i-iv) on Green Gable Road, Old Peshtigo Road, and Hale School Road NTE \$25,000/Second by Bergeson. Motion carried with 5 yes votes.**
 - v. Right-of-way tree cutting: Rehms Road, Krause Road from Hwy BB to Dahl Road & Dahl Road to Hwy BB: **Joy motion to approve tree cutting NTE \$25,000/Second by Friday. Motion carried with 5 yes votes.**
 - vi. Approve hiring of additional part-time workers: **Chairperson Friday motion to authorize Wortner and Joy to hire 2 part-time road maintenance employees, with pay NTE \$20 per hour/Second by Wortner. Motion carried with 5 yes votes.**
- 17) Upcoming Meetings
- a. Board of Review, Tuesday, June 4, 2024 at 9 a.m.
 - b. Regular Board Meeting, Tuesday, June 18, 2024 at 6 p.m.
- 18) Motion to Adjourn: **Joy motion to adjourn at 6:53pm/Second by Wortner. Motion carried with 5 yes.**

Kayla Okins, Clerk 05/23/2024

**Town of Peshtigo Fire Department Report to the Town Board
June 18, 2024**

6 Calls since the May 21st, 2024 Monthly Town Board meeting:

5/21/24	W1679 Old Peshtigo Road, Tree Down in Roadway
5/22/24	N3376 Rehms Road, Tree Burning on Powerlines
5/23/24	W2833 County B, Transformer/Utility Pole Fire
5/27/24	W2807 Hale Road, Tree Down in Roadway
6/5/24	W2435 Old Peshtigo Road, Tree on Powerlines
6/6/24	W3193 State Hwy 64, Vehicle Crash and Fire

Apparatus and Equipment Status:

- All apparatus and equipment are functioning properly and ready to respond.
- New tires were installed on Brush 1.
- Pressure switch was replaced on the fire station air compressor.
- A new remote controlled search light was mounted on the rescue boat.

Training:

- Pressure testing of all fire hose was wrapped up this week. Almost 9,000 feet of hose was tested with very few failures.
- Joint Water Rescue training with Cities of Marinette and Menominee Fire Departments was conducted over the course of three evenings last week.
- Chief and Assistant Chief will be attending the Wisconsin State Fire Chief's Association annual conference this week in Wisconsin Dells.

Fire Prevention, Education and Community Involvement:

- Biannual fire code inspections are currently being conducted for all town businesses and places of assembly. All inspections should be completed by June 30th.
- Free smoke alarms are still available for installation at households within the Town of Peshtigo.

Fund Raising & Donations:

- The Zion Lutheran Church in Marinette has awarded us a grant from their Endowment Fund to be used for the purchase of search rope kits.

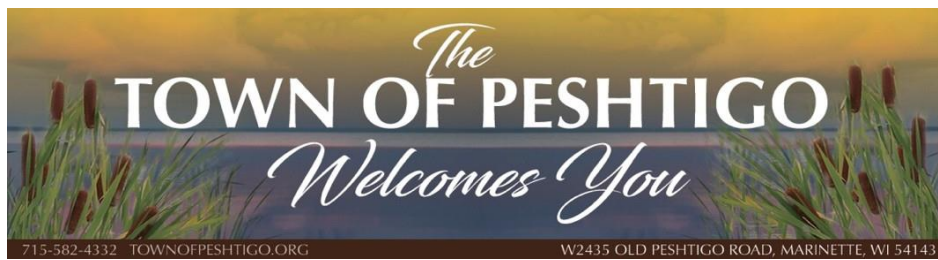
Personnel:

- Chad Jacobson has been hired as a probationary firefighter.
- One new applicant has been interviewed and being scheduled for a pre-employment medical exam.
- Our current roster stands at 22 volunteer firefighters. We are accepting applications.

Other:

- Fire station floor drain project has been completed. Thanks to Keith for letting us park two fire trucks in the town garage for a week while the project was underway.

Mike Folgert
Fire Chief



May 2024 Constable Report

05/08/2024 Animals at large.

05/11/2024 Yard full of rubbish.

05/12/2024 Animals at large.

05/21/2024 Missing cat.

05/22/2024 Animals at large, with damage to property.

05/31/2024 Animals at large.



TREASURER'S REPORT **May 2024**

		Begin	Deposits/Interest	Withdrawals	Ending	Outstanding Receipts	Outstanding Deposits	Register Balance
BMO Checking Account	7013	54,556.14	26,598.47	(53,533.27)	27,621.34	(4,766.62)		22,854.72
BMO Payroll Checking	7734	6,103.62	14,994.00	(16,854.60)	4,243.02	(1,508.58)		2,734.44
BMO Plantinum MM	6811	226,587.58	1,070.80	(5,298.74)	222,359.64			222,359.64
BANK TOTALS		287,247.34	42,663.27	(75,686.61)	254,224.00	(6,275.20)	-	247,948.80
PNB Checking - CDBG		8.71	-	-	8.71	-	-	-
Change Fund		215.00	-	-	215.00	-	-	-
Fire Dept Equipment		262.53	1.20	-	263.73			
Roads		95,939.58	436.95	-	96,376.53			
Capital Outlay - Mach & Equip		123,902.49	564.30	-	124,466.79			
Recycling		12,072.55	54.98	-	12,127.53			
ARPA		130,583.32	594.73	-	131,178.05			
LGIP TOTAL		362,760.47	1,652.16	-	364,412.63	-	-	-
BMO CD		270,043.07	3,419.13	-	273,462.20	-	-	-
BMO CD Fire Dept.		155,711.88		-	155,711.88	-	-	-
TOTAL CASH & INVESTMENTS		1,075,986.47	47,734.56	(75,686.61)	1,048,034.42	(6,275.20)	-	1,041,759.22

Jodi Maney
Treasurer
toptreasurer@townofpeshtigo.org



1500 N. Casaloma Drive
Suite 100
Appleton, WI 54913

P: (920) 545-2083
TF: (888) 958-0803
F: (920) 757-2401

www.msa-ps.com

5/23/2024

Jennifer Friday
Town of Peshtigo
W2435 Old Peshtigo Rd
Marinette, WI 54143
topchair@townofpeshtigo.org
(715) 316-1698

Re: CDBG-CV Project Administration Services – Proposed Amendment #1

Dear Ms. Friday,

We are writing to propose an amendment to our existing professional services agreement with the Town of Peshtigo ("Town"), specifically concerning the administration of your Community Development Block Grant – Coronavirus (CDBG-CV) award. As you are aware, our current agreement covers a range of administrative services intended to ensure the successful management and execution of your CDBG-funded project. However, due to unforeseen circumstances, additional resources and time have become necessary to fulfill these commitments effectively.

The proposed amendment seeks to increase the allocation for CDBG grant administration services by \$5,000. This adjustment is crucial to cover additional expenses that have arisen during the project's extended timeline. The increased funding will ensure that MSA Professional Services can continue to provide the high level of support and expertise required to successfully navigate the complexities of the CDBG program.

As the project has progressed, there have been necessary adjustments and expansions to the original project timeline. These modifications, while essential for the project's success, have required additional planning, coordination, and oversight. In addition, various unforeseen challenges have emerged, which have required additional expertise and time beyond what was initially anticipated in the original professional services agreement.

At MSA Professional Services, we are committed to ensuring the successful administration of your CDBG-CV grant. The additional \$5,000 will be utilized to cover the extra hours of work, which have been necessary support the project's successful completion. We are dedicated to providing the Town of Peshtigo with exceptional service and support throughout this process.

We appreciate your consideration of this proposed amendment. We believe that these additional resources are essential to maintaining the integrity and success of the project. Please feel free to contact us with any questions or if further information is needed to facilitate the approval of this amendment.

Thank you for your continued trust in MSA Professional Services.

Sincerely,

A handwritten signature in blue ink that reads "Benjamin Andrews".

Benjamin Andrews, Community Development Specialist
MSA Professional Services, Inc.



Amendment

Amendment No: 1

MSA Project Number: 21668001
Date of Issuance: 05/23/2024

This is an amendment to the Agreement dated _____ and _____ does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1500 N. Casaloma Drive, Appleton, WI 54913

Phone: (920) 545-2083

Representative: Brittney Mitchell

Email: bmittchell@msa-ps.com

TOWN OF PESHTIGO (OWNER)

Address: W2435 Old Peshtigo Rd, Marinette, WI 54143

Phone: (715) 582-4332

Representative: Jennifer Friday Email: topchair@townofpeshtigo.org

Project Name: CDBG-CV Administration

The project scope has changed due to: Extension to Project Timeline (See Cover Letter)

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: 06/01/2024
Approximate Completion Date: 12/30/2024

The lump sum fee for the work is: \$5,000

Any attachments or exhibits referenced in this Amendment are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

TOWN OF PESHTIGO

Jennifer Friday
Town Chairperson
Date: _____

MSA PROFESSIONAL SERVICES, INC.

Brittney Mitchell
Brittney Mitchell
Team Leader-Funding
Date: 5/23/2024



Professional Services Agreement

MSA Project Number: R-21668001

This AGREEMENT (Agreement) is made today 9/9/2022 by and between TOWN OF PESHTIGO (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: CDBG CV 22-04 Administration

The scope of the work authorized is: See Attachment A

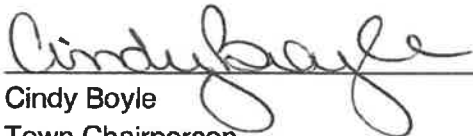
The schedule to perform the work is: Approximate Start Date: 9/9/2022
Approximate Completion Date: 3/30/2024

The lump sum fee for the CDBG Administration is: \$10,000
The estimated fee for Environmental Review (2) is: \$4,000
The estimated fee for Labor Standards Monitoring is: \$6,500

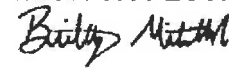
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Payment for these services will be on a lump sum basis for the General Administration and on an hourly basis for the Environmental Review and Labor Standards Monitoring.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

TOWN OF PESHTIGO


Cindy Boyle
Town Chairperson
Date: 9-21-22

MSA PROFESSIONAL SERVICES, INC.


Brittney Mitchell
Team Leader
Date: 09/08/2022


Art Bahr
Project Manager
Date: 09/08/2022

W235 Old Peshtigo Road
Marinette, Wisconsin 54143
Phone: 920-883-5983

1500 N. Casaloma Dr. Suite 100
Appleton, WI 54913
Phone: 920-545-2086

Attachment A

Scope of Services

Scope of Services: CDBG Administration

Working in conjunction with the Town of Peshtigo (OWNER), MSA agrees to provide services for CDBG Administration, Environmental Review, and Labor Standard Monitoring as hereinafter stated. The liability related to the administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

SECTION 1: CDBG Administration

Lump Sum Fee: \$10,000

MSA proposes to provide administrative assistance services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current CDBG Implementation Handbook. Administrative Services are outlined as follows:

1. Contracting assistance with DOA; review the Owner/DOA contract for accuracy & timeline
2. Recordkeeping – CDBG Program and Project Files
 - a. Establish and Maintain CDBG Program Administration Files
 - b. Establish and monitor Project Construction/Labor Standards Compliance files, Prime and Subcontractors
3. Financial Management Assistance
 - a. Establish the Grant Account according to 24 CFR 570.497 and Treasury Circular 1075;
 - b. Request fund according to Federal Attachment O, OMB Circular A-102 and Treasury Circular 1075;
 - c. Establish system to handle program income according to CFR 570.494 Attachment E, OMB Circular A-102;
 - d. Maintain financial records as required in Circular A-87; Attachments C, G and H, OMB Circular A-102;
 - e. Assist Owner in establishing separate checking accounts to disburse funds and pay bills (all checks reviewed and approved by Owner prior to disbursement). Owner will cut all checks to be disbursed by CDBG program;
 - f. Advise Owner to schedule/conduct "single audit(s)" as may be required by CDBG program.
4. Provide assistance to Owner to satisfy Equal Opportunity Requirements
 - a. Develop and maintain demographic profiles of the community by census data - relating to race, ethnicity, sex, age and head of households;
 - b. Develop and maintain racial, ethnic, gender, age and handicap data showing in the extent to which these categories of persons have participated in, or benefited from, CDBG programs and activities;

- c. Document all equal opportunity related activities including compliance monitoring;
 - d. Include all applicable equal opportunity language in bidding specifications and contract documents;
 - e. Complete and submit the required equal opportunity reports/attend DOA monitoring visits.
- 5. Provide assistance to Owner to Satisfy Federal Labor Standards Requirements as detailed in Section 3.
- 6. DOA Monitoring Assistance
 - a. Prepare and submit semi-annual reports to DOA/Owner;
 - b. Attend, assist Owner at all DOA program monitoring visits
- 7. Citizen Participation Compliance Assistance
 - a. Assist with creation of CDBG Committee, as applicable;
 - b. Assist Owner with the implementation of Citizen Participation Plan, per DOA requirements;
 - c. Attend/conduct required citizen participation hearing to provide the public with information regarding the CDBG program (near project completion);
 - d. Assist Owner in responding to citizen questions, complaints and/or grievances
- 8. Assist with Close-Out of CDBG Program
 - a. Advise owner to schedule/conduct final "single audit";
 - b. Submit the final report;
 - c. Submit the Certificate of Completion;
 - d. Submit the final report; Submit the Minority Business Enterprise/Women Business Enterprise Contractor/Subcontractor Record

2: CDBG-PF Environmental Review (2)

\$4,000 (estimated fee)

- 1. Environmental Review
 - a. Prepare a Desktop Environmental Review Record according to 24 CFR Part 58 requirements to include
 - i. Review of maps and records available on publicly accessible websites and portals
 - ii. Completion and submission of Review Record and associated documentation
 - b. Request release of funds after environmental review is completed.
 - c. Desktop environmental review does not include:
 - i. Archeological survey
 - 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - ii. Hydrological study
 - 1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
 - iii. Contaminated soil/hazardous waste mitigation

1. Any archeological survey, whether performed by MSA staff or requiring a third-party consultant shall be contracted as a reimbursable expense
- iv. Publication
 1. Any necessary publication shall be published by the Owner or contracted as a reimbursable expense.

SECTION 3: Provide Federal Labor Standards Monitoring for Construction Project(s) **\$6,500 (estimated fee)**

1. Serve as Labor Standards Officer on behalf of Owner
2. Secure/utilize current federal wage rate schedules, per CDBG requirements
3. Include (or provide for inclusion if requested) all applicable federal labor standards information in all bidding specifications and contract documents
4. Conduct required pre-construction conference and review wage requirements, funding processes and procedures, and payment procedures per all funding agencies as it relates to construction
5. Assist Owner with on-the-job employee interviews (HUD Form 11) and compare interviews to payrolls received; follow up on discrepancies between interviews and payroll documents
6. Review contractor & all sub-contractor payroll records for Davis-Bacon wage rate compliance on a weekly basis during construction:
 - a. Verify signed Certificate of Compliance attached to Payroll report
 - b. Verify that payroll reports include the following:
 - i. Name and Address of employees
 - ii. Employee Identification number
 - iii. Federal classification
 - iv. Base wage hourly amount
 - v. Fringe benefit hourly amount
 - vi. Standard Deductions
 - vii. Other Deductions (with explanations)
 - viii. Identified Apprentice(s) and current level in certified program
 - c. Verify receipt of required attachments to the payrolls:
 - i. Union Wage Sheet, or Documentation of Approved Fringe Plan(s), i.e. name, address, phone number, and frequency of deposit on behalf of employees
 - ii. Authorization of "Other" deductions, i.e. Child Support orders, signed plan/insurance/savings enrollment sheets
 - iii. Apprentice Contracts and corresponding Union Contract including ratios of journeymen to apprentices
6. Assist Owner in resolving labor standards compliance issues

4: CDBG Administration - The Owner's Responsibility

The OWNER will:

1. Examine all studies, reports, estimates, and other documents presented by MSA.

2. Provide such legal, financial, accounting, public facilities, appraisals, easements, and insurance counseling services as may be required for the grant administration.
3. Provide MSA with copies of existing estimates, quotes, reference material, and other documents used to create the grant application and Grant Agreement.
4. Designate MSA as a project partner and specify that contractors and engineering staff associated with the project respond to MSA Professional Services, Inc. regarding any grant administration needs.
5. Designate in writing a person to act as the Owner's representative with respect to the services to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to services covered by this Agreement.
6. Advertise and make arrangements for public notice(s) and/or meeting(s). The Town will be responsible for all notice and publishing costs.
7. Specific responsibilities related to any additional services required.

5: Equal Opportunity

MSA agrees to comply with the following Equal Opportunity provisions:

1. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the ground of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
2. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
3. Executive Order 11246, as amended, provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin in any place of employment during the performance of federally assisted construction contracts in excess of \$2,000.

ATTACHMENT B: RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$150/hr.
Geographic Information Systems (GIS)	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects	\$ 85 – \$190/hr.
Municipal Advisor	\$150 – \$190/hr.
Planners	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

MSA PROFESSIONAL SERVICES, INC. (MSA) – GENERAL TERMS AND CONDITIONS OF SERVICES

1. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

5. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

6. In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all

work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

8. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

9. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

10. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

11. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or

individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

12. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

13. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

14. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

15. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Chapter 1 GENERAL PROVISIONS¹

Sec. 1-1. Title of Code; citation.

These collected ordinances shall be known and referred to as the "Code of Ordinances, Town of Peshtigo, Wisconsin." References to the Code of Ordinances, Town of Peshtigo, Wisconsin, shall be cited as follows: "Sec. 1-1, Code of Ordinances, Town of Peshtigo, Wisconsin." This Code may also be referred to and cited as the "Municipal Code of the Town of Peshtigo, Wisconsin."

(Code 2006, § 1-1-1)

~~State law reference(s) — Authority of towns and counties to codify ordinances, Wis. Stats. § 66.0103.~~

Sec. 1-2. Definitions and rules of construction.

The following rules or meanings shall be applied in the construction and interpretation of ordinances codified in this Code of Ordinances unless such application would be clearly inconsistent with the plain meaning or intent of the ordinances:

Acts by agents. When an ordinance requires an act be done by a person that may be legally performed by an authorized agent of that principal person, the requirement shall be construed to include all acts performed by such agents.

Adult. The term "adult" means a person who has attained the age of 18 years, except that for purposes of investigating or prosecuting a person who is alleged to have violated any provision of this Code or any other ordinance of the town, the term "adult" means a person who has attained the age of 17 years **as provided in Wis. Stats. § 990.01(3).**

~~State law reference(s) — Gender, Wis. Stats. § 990.001(3).~~

Board, town board, board of supervisors. The terms "board," "town board," "board of supervisors" and similar expressions refer to the chairperson and supervisors of the town board of the Town of Peshtigo, Wisconsin.

Bond schedule or schedule of bonds. The terms "bond schedule" or "schedule of bonds" means the official consolidated list maintained and available for inspection in the town clerk's office that lists the amounts of all bonds required pursuant to this Code as determined from time to time by the town board.

Code and Code of Ordinances. The terms "Code," "Code of Ordinances" and "Municipal Code" when used in any section of this Code shall refer to this Code of Ordinances, Town of Peshtigo, Wisconsin, unless the context of the section clearly indicates otherwise.

Conjunctions. Where a provision involves two or more items, conditions, provisions, or events connected by any of the conjunctions "and," "or," "either ... or," or "neither ... nor," the conjunction shall be interpreted as follows, provided that in appropriate cases the terms "and" and "or" are interchangeable:

- (1) The term "and" indicates that all the connected items, conditions, provisions or events shall apply.

~~*State law reference(s) — Towns generally, Wis. Stats. § 60.001 et seq.; general town powers, Wis. Stats. § 60.01; publication or posting of ordinances and resolutions, Wis. Stats. § 60.80; execution of ordinances, contracts, and other instruments, Wis. Stats. § 61.50.~~

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- (2) The term "or" indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.
 - (3) The terms "either...or" and "neither...nor" indicate that the connected items, conditions, provisions, or events shall apply singly, but not in combination.

Delegation of authority. Whenever a provision appears requiring the head of a department or other officer of the town to do some act or perform some duty, it shall be construed to authorize such department head or officer to designate, delegate and authorize subordinates to the required act or perform the required duty unless the terms of the provision designate otherwise.

Department; board; agency. The name or title of any department, board, or agency, unless otherwise specifically stated otherwise, shall be read as though the words "of the Town of Peshtigo, Wisconsin" were added thereto.

Fee schedule or schedule of fees and charges. The terms "fee schedule" or "schedule of fees and charges" means the official consolidated list maintained and available for inspection in the town clerk's office that lists rates for utility or other public enterprises, fees of any nature, deposit amounts and various charges as determined from time to time by the town board.

Fine. The term "fine" shall be the equivalent of the term "forfeiture," and vice versa.

Following. The term "following," when used by way of reference to any Code section, means the section next following that in which the reference is made.

Gender. Every term in this Code or in other town ordinances referring to gender shall be gender neutral.

~~State law reference(s) — Gender, Wis. Stats. § 990.001(2).~~

General rule. All words and phrases shall be construed according to their plain meaning in common usage. However, words or phrases with a technical or special meaning shall be understood and construed according to that technical or special meaning if such is the intent of the town board.

Governing authority, governing body. The terms "governing authority" or "governing body" mean the town board of the Town of Peshtigo, Wisconsin.

Interpretation. In the interpretation and application of any provision of this Code, it shall be held to be the minimum requirement adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than any general provisions imposed by this Code, the provision imposing the greater restriction or regulation shall be applicable.

Joint authority. All words purporting to give a joint authority to three or more town officers or employees shall be construed as giving such authority to a majority of such officers or other persons.

~~State law reference(s) — Similar provisions, Wis. Stats. § 990.001(8).~~

Land. The term "land" includes lands, tenements and hereditaments and all rights thereto and interests therein.

~~State law reference(s) — Land, Wis. Stats. § 990.01(18).~~

Law. The term "law" means and denotes applicable federal law, the state constitution and statutes, this Code, ordinances and resolutions of the county, and, when appropriate, any and all rules and regulations that may be promulgated thereunder.

May. The term "may" is to be construed as being permissive.

Minor. The term "minor" means a person who has not attained the age of 18 years, except that for purposes of investigating or prosecuting a person who is alleged to have violated a state or federal criminal law or any civil

law or municipal ordinance, the term "minor" does not include a person who has attained the age of 17 years **as provided in Wis. Stats. § 990.01(20).**

State law reference(s) — Minor, Wis. Stats. § 990.01(20).

Month. The term "month" means a calendar month.

State law reference(s) — Month, Wis. Stats. § 990.01(21).

Number. Terms in the singular include the plural. Terms in the plural include the singular.

State law reference(s) — Singular and plural, Wis. Stats. § 990.001(1).

Oath. The term "oath" shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an oath; and in such cases the terms "swear" and "sworn" shall be equivalent to the terms "affirm" and "affirmed."

State law reference(s) — Oath, Wis. Stats. § 990.01(24).

Ordinance. The term "ordinance" means a legislative act of the town governing body of a general and permanent nature.

Owner. The term "owner," as applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety, of the whole or of a part of such building or land.

Penalty schedule or schedule of penalties. The terms "penalty schedule" or "schedule of penalties" means the official consolidated list maintained and available for inspection in the town clerk's office that sets forth forfeitures and other penalties for violation of the various provisions of this Code as determined from time to time by the town board.

Person. The term "person" means any of the following entities: natural persons, corporations, partnerships, associations, bodies politic or any other entity of any kind which is capable of being sued.

State law reference(s) — Person, Wis. Stats. § 990.01(26).

Personal property. The term "personal property" includes every species of property except real property.

State law reference(s) — Personal property, Wis. Stats. § 990.01(27).

Preceding. The term "preceding" when used by way of reference to any Code section, means the section next preceding that in which the reference is made.

State law reference(s) — Preceding, Wis. Stats. § 990.01(30).

Property. The term "property" includes real, personal and mixed property.

State law reference(s) — Property, Wis. Stats. § 990.01(31).

Public place. The term "public place" means any place subject to the primary control of any public agency including, but not limited to, any park, street, public way, cemetery, schoolyard or adjacent open space and any lake or stream.

Publication. The term "publication" in a newspaper of any notice or other matter indicated to be for a stated number of weeks means one insertion each week, unless specifically stated to be for more than one day in each week.

Real property or real estate. The term "real property" or "real estate" includes lands, tenements and hereditaments.

State law reference(s) — Property, Wis. Stats. § 990.01(32).

Reasonable time or reasonable notice. The term "reasonable time" or "reasonable notice" shall be deemed to mean only such time as may be necessary for the prompt performance of the act required.

Repeal. When any ordinance having the effect of repealing a prior ordinance is itself repealed, such repeal shall not be construed to revive the prior ordinance or any part thereof, unless expressly so provided.

Resolution. The term "resolution" means a legislative act of the county governing authority of a special or temporary character.

Shall. The term "shall" is mandatory.

Sidewalk. The term "sidewalk" means any portion of a street between the curb, or the lateral line of the roadway, and the adjacent property line, intended for the use of pedestrians.

Signature; subscription. The term "signature" or "subscription" includes a mark when the person cannot write.

~~State law reference(s) — Signature, Wis. Stats. § 990.01(38).~~

Singular and plural. Every word in these ordinances referring to the singular number only shall also be construed to apply to several persons or things, and every word in these ordinances referred to in the plural number shall also be construed to apply to one person or thing.

State. The term "the state" or "this state" means the State of Wisconsin.

Statute. The term "statute," unless otherwise specifically stated, refers to the indicated portion of the Wisconsin Statutes.

Street. The term "street" includes any highway, street, avenue, boulevard, road, alley, lane or viaduct in the town, dedicated or devoted to public use.

~~State law reference(s) — Highway, Wis. Stats. § 990.01(12).~~

Sworn. The term "sworn" includes the term "affirmed" in all cases where by law an affirmation may be substituted for an oath.

~~State law reference(s) — Sworn, Wis. Stats. § 990.01(41).~~

Tenant; occupant. The terms "tenant" and "occupant," applied to a building or land, include any person holding a written or oral lease or who occupies the whole or part of such building or land, either alone or with others.

Tense. The use of any verb in the present tense shall not preclude the interpretation of the verb in the future tense where appropriate.

Town. The term "town" means the Town of Peshtigo, Marinette County, Wisconsin.

Will. The term "will" is to be construed as being mandatory.

Wisconsin Administrative Code, Wis. Admin. Code. The term "Wisconsin Administrative Code" and its abbreviation as "Wis. Admin. Code" means the Wisconsin Administrative Code as of the adoption of this Code, as amended or renumbered from time to time.

Wisconsin Statutes and Wis. Stats. The term "Wisconsin Statutes" and its abbreviation as "Wis. Stats." means the Wisconsin Statutes for the year 2003-2004, as amended.

Written and in writing. The terms "written" and "in writing" shall be construed to include any representation of words, letters or figures, whether by printing or otherwise.

Year. The term "year" means a calendar year.

(Code 2006, § 1-1-2)

State law reference(s) — Written, in writing, Wis. Stats. § 990.01(48); definitions and rules of construction, Wis. Stats. §§ 990.001, 990.01.

Sec. 1-3. Computation of time.

In computing any period of time prescribed or allowed by this Code, the following rules of construction apply:

- (1) The time within which an act is to be done or proceeding had or taken shall be computed by excluding the first day and including the last; and when any such time is expressed in hours, the whole of Sunday and of any legal holiday, from midnight to midnight, shall be excluded.
- (2) If the last day within which an act is to be done or proceeding had or taken falls on a Sunday or legal holiday, the act may be done or the proceeding had or taken on the next secular day.
- (3) When the last day within which a proceeding is to be had or taken or an act done, which consists of any payment to or the service upon or the filing with any officer, agent, agency, department or division of the state or of the county, or a town, school district or other subdivision of the state, of any money, return, statement, report, notice or other document, falls on a Saturday and the duly established official office hours of such officer, agent, agency, department or division to which such payment is to be made or upon which such service is to be made or with which such return, statement, report, notice or other document is required to be filed, do not include any office hours thereof on such Saturday, such proceeding may be had or taken or such act may be done on the next succeeding day that is not a Sunday or a legal holiday.
- (4) Regardless of whether the time limited in any ordinance for the taking of any proceeding or the doing of an act is measured from an event or from the date or day on which such event occurs, the day on which such event took place shall be excluded in the computation of such time.
- (5) The expression "legal holiday" as used in this section means any statewide legal holiday provided in Wis. Stats. § 995.20. When an act is permitted to be done by the use of the postal service, and the last day within the time prescribed by law for performing such act falls on a legal public holiday under federal law, or other holiday designated by the president such that the postal service does not receive registered mail or make regular deliveries on that day, the day shall be considered a legal holiday for purposes of this section.

State law reference(s) — Computation of time for state procedures, Wis. Stats. § 990.001(4); legal holidays, Wis. Stats. § 995.20.

Sec. 1-4. Conflict of provisions.

- (a) If the provisions of different chapters conflict with each other, the provisions of each individual chapter shall control all issues arising out of the events and persons intended to be governed by that chapter.
- (b) If the provisions of different sections of the same chapter conflict with each other, the provision which is more specific in its application to the events or persons raising the conflict shall control over the more general provision.
- (c) If any of the provisions hereof conflict, and the conflict cannot be resolved by application of subsections (a) and (b) of this section, the more stringent regulation shall apply and the specific provision shall prevail over the general.

(Code 2006, § 1-1-3)

Sec. 1-5. Separability of provisions.

If any provision of this Code is for any reason held to be invalid or unconstitutional by reason of any decision of any court of competent jurisdiction, such decision shall not affect the validity of any other provisions of this Code.

(Code 2006, § 1-1-4)

~~State law reference(s)—Severability, Wis. Stats. § 990.001(11).~~

Sec. 1-6. Effective date of ordinances.

- (a) *Code.* The Code of Ordinances, Town of Peshtigo, Marinette County, Wisconsin, shall take effect as provided by state law.
- (b) *Subsequent ordinances.* All ordinances passed by the town board subsequent to the adoption of the Code of Ordinances, except when otherwise specifically provided, shall take effect from and after their publication or legal posting.

(Code 2006, § 1-1-5)

Sec. 1-7. Provisions considered as continuation of existing ordinances.

The provisions appearing in this Code so far as they are the same as those of the town's 2006 Code and of ordinances existing at the time of adoption of this Code shall be considered as continuations and not new enactments.

Sec. 1-8. Catchlines of sections.

The catchlines of the several sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections, nor as any part of the sections; nor, unless expressly so provided, shall they be so deemed when any such sections, including the catchlines, are amended or reenacted.

~~State law reference(s)—Headings of statutes, Wis. Stats. § 990.001(6).~~

Sec. 1-9. References to chapters or sections.

All references to chapters or sections are to the chapters and sections of this Code unless otherwise specified.

Sec. 1-10. History notes, references, and editor's notes.

The history notes appearing in parentheses after sections of this Code are not intended to have any legal effect but are merely intended to indicate the source of matter contained in the section. References and editor's notes following certain sections are inserted as an aid and guide to the reader and are not controlling nor meant to have any legal effect.

Sec. 1-11. Certain ordinances not affected by Code.

The adoption of this Code shall not act to repeal any ordinances, parts of ordinances, or resolutions of prior Code provisions relating to the following subjects and not conflicting with the provisions of this Code, except that some of the following provisions may be amended by this Code:

- (1) Any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this Code;
- (2) Any ordinance or resolution promising or guaranteeing the payment of money for the town, or any contract or obligations assumed by the town;
- (3) The administrative ordinances or resolutions of the town not in conflict or inconsistent with the provisions of this Code;
- (4) Any appropriation ordinance or resolution;
- (5) Any right or franchise granted by the common council to any person, firm or corporation;
- (6) Any ordinance or resolution dedicating, naming, establishing, locating, relocating, opening, closing, paving, widening, vacating, etc., any street or public way in the town;
- (7) Any ordinance or resolution establishing or prescribing the street grades of any streets in the town;
- (8) Any ordinance or resolution providing for local improvements or assessing taxes or special assessments therefor;
- (9) Any ordinance or resolution dedicating or accepting any plat or subdivision in the town;
- (10) Any ordinance annexing property to the town;
- (11) Any ordinance or resolution regulating the erection, alteration, repair, maintenance, demolition, moving or removal of buildings or other structures;
- (12) Zoning ordinances; dwelling building code; and other building code ordinances;
- (13) Charter ordinances;
- (14) The issuance of corporate bonds and notes of the town of whatever name or description;
- (15) Water and sewer rates, rules and regulations and sewer and water main construction.

Sec. 1-12. Effect of repeals.

The repeal or amendment of any provision of this Code or of any other ordinance or resolution of the common council shall not:

- (1) Affect any rights, privileges, obligations or liabilities which were acquired or incurred or which had accrued under the repealed or amended provision, unless the town has expressly reserved the right to revoke such right, privilege, obligation or liability.
- (2) Affect any offense, penalty or forfeiture, or prosecution for any offense, or levy of any penalty or forfeiture that has arisen prior to the repeal or amendment of the relevant provision of any ordinance or resolution. The preceding sentence shall not preclude the application of a lesser penalty or forfeiture if the new amending or repealing provision contains such a lesser penalty or forfeiture. The procedure for prosecution of any violations of ordinances repealed or amended shall be conducted according to the procedure set forth in the new amending or repealing provision or other procedure currently in effect.

Sec. 1-13. Amendments; language of amendments; new material; repeals.

- (a) All ordinances passed subsequent to this Code that amend, repeal or in any way affect this Code may be numbered in accordance with the numbering system of this Code and printed for inclusion in this Code. When subsequent ordinances repeal any chapter, article, division, section or subsection or any portion of a chapter, article, division, section or subsection, such repealed portions may be excluded from the Code by omission from affected reprinted pages; and the subsequent ordinances, as numbered and printed or omitted, in the case of repeal, shall be prima facie evidence of such subsequent ordinances until such time that this Code and subsequent ordinances numbered or omitted are readopted as a new Code of Ordinances by the council.
- (b) Amendments to any of the provisions of this Code may be made by amending such provisions by specific reference to the section number of this Code in substantially the following language: "That section ____ of the Code of Ordinances, Town of Peshtigo, Wisconsin, is hereby amended to read as follows:...." The new provisions shall then be set out in full as desired.
- (c) If a new section not heretofore existing in the Code is to be added, the following language may be used: "That the Code of Ordinances, Town of Peshtigo, Wisconsin, is amended by adding a section to be numbered ____, which section reads as follows:...." The new section **may shall** then be set out in full as desired.
- (d) All sections, divisions, articles, chapters or provisions desired to be repealed must be specifically repealed by section, division, article or chapter number, as the case may be.

Sec. 1-14. Effect of amendments to Code.

Any and all additions and amendments to this Code, when passed in such form as to indicate the intention of the town board to make the addition or amendment a part of this Code, shall be deemed to be incorporated in this Code so that reference to the town's Code shall be understood and intended to include such additions and amendments.

Sec. 1-15. Keeping Code current; reviser's amendments.

As each ordinance or resolution affecting this Code becomes effective, the clerk shall forward such ordinance or resolution to the reviser, who shall incorporate the ordinance or resolution into this Code. The reviser shall make no substantive changes to such ordinances and resolutions but may renumber, rearrange and edit them without first submitting them to the town board; and such rearranging, renumbering and editing shall not affect the validity of such ordinances and resolutions or the provisions of this Code affected by such ordinances and resolutions.

Sec. 1-16. Publication and posting of ordinances and resolutions.

- (a) *General requirement.* All ordinances and bylaws shall be signed by the town board and countersigned by the town clerk. The town clerk shall publish as a Class 1 notice under [Wis. Stats. ch. 985](#) or post in at least three places in the town likely to give notice to the public, the following, within 30 days after passage or adoption:
 - (1) Resolutions, motions and other actions adopted by the town meeting, or in the exercise of powers, under [Wis. Stats. § 60.10](#). Posting may be utilized for ordinances without penalties.
 - (2) Ordinances adopted by the town board.

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- (3) Resolutions of general application adopted by the town board and having the effect of law.
- (b) *Ordinances and resolutions imposing penalties.* If any penalty or forfeiture is imposed in an adopted ordinance or resolution, the ordinance or resolution shall be published as a Class 1 notice under [Wis. Stats. ch. 985](#) and shall take effect on the day after its publication or a later date if expressly prescribed. If an ordinance or resolution imposes a forfeiture, posting may not be used in lieu of publication.
- (c) *Posting in lieu of publication.* If there is no newspaper published in the town, the town board may in lieu of newspaper publication have copies of ordinances and bylaws posted in at least three public places in the town and proof thereof filed and recorded by the town clerk, and the same shall take effect the day after the proof of posting has been filed and recorded, or at a later date if expressly provided in the ordinance or bylaw.
- (d) *Affidavit of posting.* If an ordinance, resolution, motion or other action is posted under this section, the town clerk shall sign an affidavit attesting that the item was posted as required by this section and stating the date and place of posting. The affidavit shall be filed with other records under the jurisdiction of the clerk.
- (e) *Effective dates of ordinances and resolutions.* An ordinance, resolution, motion or other action required to be published or posted under this section shall take effect the day after its publication or posting, or at a later date if expressly provided in the ordinance, resolution, motion or action.

(Code 2006, § 2-3-17)

~~State law reference(s)—Similar provision, Wis. Stats. § 60.80.~~

Sec. 1-17. General penalty.

- (a) *General penalty.* Except where a penalty is provided elsewhere in this Code, any person who shall violate any of the provisions of this Code shall upon conviction of such violation be subject to a penalty, which shall be as follows:
- (1) *First offense.* Any person who shall violate any provision of this Code shall, upon conviction thereof, forfeit not less than \$25.00 nor more than \$500.00, together with the costs of prosecution and, in default of payment of such forfeiture and costs of prosecution, shall be imprisoned in the county jail until such forfeiture and costs are paid, but not exceeding 90 days.
- (2) *Second offense.* Any person found guilty of violating any ordinance or part of an ordinance of this Code who shall previously have been convicted of a violation of the same ordinance within one year shall upon conviction thereof, forfeit not less than \$50.00 nor more than \$1,000.00 for each such offense, together with costs of prosecution and in default of payment of such forfeiture and costs shall be imprisoned in the county jail until such forfeiture and costs of prosecution are paid, but not exceeding six months.
- (b) *Continued violations.* Each violation and each day a violation continues or occurs shall constitute a separate offense. Nothing in this Code shall preclude the town from maintaining any appropriate action to prevent or remove a violation of any provision of this Code.
- (c) *Other remedies.* The town shall have any and all other remedies afforded by the state statutes in addition to the forfeitures and costs of prosecution above.

(Code 2006, § 1-1-6)

~~State law reference(s)—Statutory limitation of penalties for violation of county and municipal ordinances, Wis. Stats. § 66.0109; actions for violations of ordinances, appeals, Wis. Stats. § 66.0114; citations for certain ordinance violations, Wis. Stats. § 66.0113; town authority to prohibit certain conduct and provide forfeitures for violations, Wis. Stats. § 60.23.~~

Sec. 1-18. Alternative juvenile dispositions and sanctions.

The court may impose alternative juvenile dispositions and sanctions as provided in chapter 34.

~~State law reference(s)—Juvenile Justice code, Wis. Stats. § 938.01 et seq.; juvenile courts, Wis. Stats. § 48.03 et seq.; disposition in juvenile cases, Wis. Stats. § 48.33.~~

Sec. 1-19. Clerk to maintain copies of documents incorporated by reference.

Whenever any standard code, rule, regulation, statute or other written or printed matter is adopted by reference, it shall be deemed incorporated in this Code as if fully set forth herein, and the town clerk shall maintain in his office a copy of any such material as adopted and as amended from time to time. Materials on file at the town clerk's office shall be considered public records open to reasonable examination by any person during the office hours of the town clerk subject to such restrictions on examination as the clerk imposes for the preservation of the material.

(Code 2006, § 1-1-7)

Sec. 1-20. Tampering with Code or other public documents and notices.

- (a) It is unlawful and a violation of this Code, punishable as set forth in this chapter, for any person, with intent to injure or defraud, to destroy, damage, remove, or conceal, any public record of the town including, but not limited to, this Code.
- (b) It is unlawful and a violation of this Code, punishable as set forth in this chapter, for any person to intentionally damage, alter, remove, or conceal any public notice, posted as authorized by law, before the expiration of the time for which the notice was posted.

~~State law reference(s)—Similar provision, Wis. Stats. § 946.72; publication of legal notices, public newspapers, and fees, Wis. Stats. § 985.01 et seq.~~

Sec. 1-21. Fees established by resolution; fee schedule.

Fees for permits, licenses, and other town services shall be as established from time to time by resolution or ordinance, as required by law, of the town board and set forth in the separate fee schedule adopted and maintained by the town. A copy of the fee schedule is available for inspection and copying in the office of the town clerk.

Chapter 2 ADMINISTRATION¹

ARTICLE I. IN GENERAL

Sec. 2-1. Official newspaper; legal posting.

- (a) The town shall use posting pursuant to the state statutes **Wis. Stats. § 19.84** as its means of giving notice.
- (b) When posting is utilized, the following three usual and customary locations for posting shall be town shall utilize one public place and the official municipal website:
 - (1) Town hall, W2435 Old Peshtigo Road
 - (2) **www.townofpeshtigo.org**
 - ~~(2) Bulletin board at N3900 State Highway 180.~~
 - ~~(3) Bulletin board at W716 County Road B.~~
- (c) When publication is required, the town will utilize a newspaper deemed to have sufficient coverage in the town.

(Code 2006, § 2-1-6)

~~State law reference(s) — Publication of legal notices, public newspapers, and fees, Wis. Stats. § 985.01 et seq.; official city newspapers, Wis. Stats. § 985.06.~~

Secs. 2-2—2-20. Reserved.

ARTICLE II. TOWN STATUS AND POWERS

Sec. 2-21. Legal status; general town powers.

- (a) The **town** ~~Town of Peshtigo, Marinette County, Wisconsin~~, is a body corporate and politic, with those powers granted by law. The town shall be designated in all actions and proceedings by its name, as the Town of Peshtigo.
- (b) The town may:
 - (1) Sue and be sued.
 - (2) Acquire and hold real and personal property for public use and convey and dispose of the property.
 - (3) Enter into contracts necessary for the exercise of its corporate powers.

¹~~State law reference(s) — Towns generally, Wis. Stats. § 60.001 et seq.; general town powers, Wis. Stats. § 60.01; general village law, Wis. Stats. § 61.91 et seq.; general municipality law, Wis. Stats. § 66.0101 et seq.~~

(Code 2006, § 2-1-1)

~~State law reference(s)—Town powers generally, Wis. Stats. § 60.01.~~

Sec. 2-22. Powers based on state law.

The town meeting having, by action of the citizenry at an annual meeting, directed the town board to exercise all powers relating to towns and conferred on town boards by [Wis. Stats. ch. 61](#), the town shall have said powers through its board. This is a continuing grant of powers. This action adopting village powers was reconfirmed by action of the town meeting on July 8, 2003.

(Code 2006, § 2-1-2)

~~State law reference(s)—Powers of town meeting, Wis. Stats. § 60.10; general village law, Wis. Stats. § 61.91 et seq.~~

Secs. 2-23—2-47. Reserved.

ARTICLE III. TOWN MEETINGS

DIVISION 1. GENERALLY

Sec. 2-48. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Annual town meeting means the town meeting held under [Wis. Stats. § 60.11](#).

Special town meeting means a town meeting, other than the annual town meeting, held under [Wis. Stats. § 60.12](#).

Town meeting means the annual town meeting or a special town meeting.

(Code 2006, § 2-2-1)

~~State law reference(s)—Similar provision, Wis. Stats. § 60.001.~~

Sec. 2-49. Powers of town meeting.

~~(a) —Direct powers. Town meeting may:~~ Direct powers, directives or grants of authority to town board, authorization to town board to appropriate money pursuant to [Wis. Stats. § 60.10](#).

~~(1) —Raise money. Raise money, including levying taxes, to pay for expenses of the town, unless the authority has been delegated to the town board under subsection (b)(1) of this section.~~

~~(2) —Town offices and officers.~~

~~a. —Fix the compensation of elective town offices under Wis. Stats. § 60.32 unless the authority has been delegated to the town board under subsection (b)(1) of this section.~~

~~b. —Combine the offices of town clerk and town treasurer under Wis. Stats. § 60.305(1).~~

~~c. —Combine the offices of town assessor and town clerk under Wis. Stats. § 60.305(2).~~

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- d. — Establish or abolish the office of town constable and establish the number of constables.
Abolition of the office is effective at the end of the term of the person serving in the office.
 - e. — Designate the office of town clerk, town treasurer or the combined office of clerk and treasurer as part time under Wis. Stats. § 60.305(1)(b).
- (3) — *Election of town officers.*
- a. — Adopt a plan under Wis. Stats. § 5.60(6), to elect town board supervisors to numbered seats.
 - b. — Provide under Wis. Stats. § 8.05(3)(a), for the nomination of candidates for elective town offices at a nonpartisan primary election.
- (4) — *Public waterways.* Appropriate money for the improvement and maintenance of a public waterway under Wis. Stats. § 30.30.
- (5) — *Cemeteries.* Authorize the acquisition and conveyance of cemeteries under Wis. Stats. § 157.50.
- (6) — *Administrator agreements.* Approve agreements to employ an administrator for more than three years under Wis. Stats. § 60.37.
- (b) — *Directives or grants of authority to town board.* Except as provided under subsection (c) of this section, directives or grants of authority to the town board under this subsection may be general and continuing or may be limited as to purpose, effect or duration. Resolutions adopted by a town meeting directing or authorizing the town board to exercise one of the optional powers of this subsection shall include language that makes the intent of those attending the town meeting clear. A resolution adopted under this subsection shall specify whether the directive or grant is general and continuing or whether it is limited as to purpose, effect or duration. A resolution that is continuing remains in effect until rescinded at a subsequent town meeting by a number of electors equal to or greater than the number of electors who voted for the original resolution. This subsection does not limit any authority otherwise conferred on the town board by law. By resolution, the town meeting may:
- (1) — *Raise money.* Authorize the town board to raise money, including levying taxes, to pay for expenses of the town.
 - (2) — *Membership of town board in populous towns.* If the town has a population of 2,500 or more, direct the town board to increase the membership of the board under Wis. Stats. § 60.21.
 - (3) — *Exercise of village powers.* Authorize the town board to exercise powers of a village board under Wis. Stats. § 60.22. A resolution adopted under this subsection is general and continuing.
 - (4) — *General obligation bonds.* Authorize the town board to issue general obligation bonds in the manner and for the purposes provided by law.
 - (5) — *Purchase of land.* Authorize the town board to purchase any land within the town for present or anticipated town purposes.
 - (6) — *Town buildings.* Authorize the town board to purchase, lease or construct buildings for the use of the town, to combine for this purpose the town's funds with those of a society or corporation doing business or located in the town, and to accept contributions of money, labor or space for this purpose.
 - (7) — *Disposal of property.* Authorize the town board to dispose of town property, real or personal, other than property donated to and required to be held by the town for a special purpose.
 - (8) — *Watershed protection; soil and water conservation.* Authorize the town board to engage in watershed protection, soil conservation or water conservation activities beneficial to the town.
 - (9) — *Appointed assessors.* Authorize the town board to select assessors by appointment under Wis. Stats. § 60.307.
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- ~~(10) Compensation of elective town offices.~~ Authorize the town board to fix the compensation of elective town offices under Wis. Stats. § 60.32.
- ~~(c) Authorization to town board to appropriate money.~~ The town meeting may authorize the town board to appropriate money in the next annual budget for:
- ~~(1) Conservation of natural resources.~~ The conservation of natural resources by the town or by a bona fide nonprofit organization under Wis. Stats. § 60.23.
- ~~(2) Civic functions.~~ Civic and other functions under Wis. Stats. § 60.23.
- ~~(3) Insects, weeds and animal diseases.~~ The control of insect pests, weeds or plant or animal diseases within the town.
- ~~(4) Rural numbering systems.~~ Posting signs and otherwise cooperating with the county in establishment of a rural numbering system under Wis. Stats. § 59.07.
- ~~(5) Cemetery improvements.~~ The improvement of a town cemetery under Wis. Stats. § 157.50.

(Code 2006, § 2-2-2)

State law reference(s)—Powers of town meeting, Wis. Stats. § 60.10.

Secs. 2-50—2-71. Reserved.

DIVISION 2. MEETINGS

Sec. 2-72. Annual town meeting.

- ~~(a) Date.~~ The annual town meeting shall be held on the second Tuesday of April of each year; provided, however, that the date of the meeting may be changed to a date that is within ten days after the second Tuesday in April. The annual town meeting may be held in the town or in any village or city within or adjoining the Town of Peshtigo. **The town shall hold an annual town meeting pursuant to Wis. Stats. § 60.11, adhering to date, location, adjournment, notice, jurisdiction and poll list as provided within the statute.**
- ~~(b) Location.~~ The annual town meeting shall be held at the location of the last annual town meeting unless the location is changed by the town board. If the town board changes the location, it shall publish a Class 2 notice under Wis. Stats. ch. 985 stating the location of the meeting, not more than 20 nor less than 15 days before the date of the meeting.
- ~~(c) Adjournment.~~ The annual town meeting may be recessed to a time and date certain if the resumed meeting is held within 30 days after the date of the meeting originally scheduled. Business not acted on at the annual meeting, or within the 30 days allowed for adjourning and reconvening the meeting, shall be left to the next annual meeting or taken up by a special town meeting convened under Wis. Stats. § 60.12.
- ~~(d) Notice.~~ No public notice of the annual town meeting is required if the meeting is held on the second Tuesday in April. If the meeting is held at any other time, notice of the time and date of the meeting shall be given under Wis. Stats. § 60.12(3).
- ~~(e) Jurisdiction.~~ The annual town meeting may transact any business over which the town meeting has jurisdiction.
- ~~(f) Poll list.~~ The annual town meeting may require the clerk of the town meeting to keep a poll list with the name and address of every elector attending the meeting.

(Code 2006, § 2-2-3)

State law reference(s)—Annual town meetings, Wis. Stats. § 60.11.

Sec. 2-73. Special town meetings.

- (a) ~~Who may convene.~~ A special town meeting may be convened if: A special town meeting may be convened pursuant to Wis. Stats. § 60.12, adhering to time, date and purpose to be stated; notice; location; adjournment and jurisdiction as provided within the statute.
- (1) ~~Called by a town meeting.~~
- (2) ~~A written request, signed by a number of electors equal to not less than ten percent of the votes cast in the town for governor at the last general election, is filed with the town clerk.~~
- (3) ~~Called by the town board.~~
- (b) ~~Time, date and purpose to be stated.~~ If a special town meeting is requested or called under subsection (a) of this section, the time, date and purpose of the meeting shall be stated in the request or as part of the call.
- (c) ~~Notice.~~ The town clerk shall, not more than 20 nor less than 15 days before the date of a special town meeting, publish a Class 2 notice of the meeting under Wis. Stats. ch. 985. The notice shall state the purpose, date, time and location of the meeting. If notice is posted instead of published, the same time and content requirements apply.
- (d) ~~Location.~~
- (1) ~~A special town meeting may be held in the town or in any village or city within or adjoining the town.~~
- (2) ~~A special town meeting shall be held where the preceding annual town meeting was held, unless the location is changed by the town board.~~
- (e) ~~Adjournment.~~ A special town meeting may be recessed to a time and date certain if the resumed meeting is held within 30 days after the date of the originally scheduled meeting.
- (f) ~~Jurisdiction.~~ Any business which may be transacted at an annual town meeting may be transacted at a special town meeting.

(Code 2006, § 2-2-4)

State law reference(s)—Special town meetings, Wis. Stats. § 60.12.

Sec. 2-74. Presiding officer at town meetings.

- (a) ~~Who presides.~~ If present, the town board chairperson shall chair the town meeting. If the town board chairperson is absent, another town board supervisor shall chair the town meeting. If no town board supervisor is present, the town meeting shall elect the chairperson of the meeting. Presiding officer, duties and enforcement activity pursuant to Wis. Stats. § 60.13.
- (b) ~~Duties.~~ The town meeting chairperson shall conduct the meeting's proceedings in accordance with accepted parliamentary procedure.
- (c) ~~Enforcement authority.~~ The town meeting chairperson shall maintain order and decorum and may order any person to leave a town meeting if the person has conducted himself in a disorderly manner and persisted in such conduct after being directed by the chairperson to cease the conduct. If the person refuses the chairperson's order to withdraw, the town meeting chairperson may order a constable or other law enforcement officer to take the person into custody until the meeting is adjourned.

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(Supp. No. 1)

(Code 2006, § 2-2-5)

State law reference(s)—Similar provision, Wis. Stats. § 60.13.

Sec. 2-75. Procedure at all town meetings.

- (a) ~~Qualified voters.~~ Any qualified elector of the town may vote at a town meeting. **Qualified voters, method of action, necessary votes, order of business, reconsideration of actions pursuant to Wis. Stats. § 60.14.**
- b) ~~Definition.~~ A qualified elector means an individual who is a U.S. citizen, 18 years of age or older, and who has been a resident of the town for at least ten days on the date a town meeting is held.
- (c) ~~Method of action; necessary votes.~~ All actions of a town meeting shall be by vote. All questions shall be decided by a majority of the electors voting.
- (d) ~~Order of business.~~ At the beginning of the town meeting, the town meeting chairperson shall state the business to be transacted and the order in which the business will be considered. No proposal to levy a tax, except a tax for defraying necessary town expenses, may be acted on out of the order stated by the town meeting chairperson.
- (e) ~~Reconsideration of actions.~~
 - (1) ~~No reconsideration of any vote shall be had at any town meeting unless it is taken by a majority vote within one hour from the time such vote shall have been passed, or if taken later than one hour, unless it is sustained by a number of votes equal to a majority of all the names entered on the poll list at such town meeting up to the time the motion therefor shall be made. All other questions upon motions at a town meeting shall be determined by a majority of the electors voting.~~
 - (2) ~~No action of a town meeting may be reconsidered at a subsequent town meeting held prior to the next annual town meeting unless a special town meeting is convened under Wis. Stats. § 60.12(1)(b) or (c), and the written request or the call for the meeting states that a purpose of the meeting is reconsideration of the action.~~

(Code 2006, § 2-2-6)

State law reference(s)—Similar provision, Wis. Stats. § 60.14.

Sec. 2-76. Clerk of town meetings.

The town clerk shall serve as clerk of the town meeting. If the town clerk is absent, the deputy town clerk, if the town has one, shall serve as town meeting clerk. If the deputy clerk is absent, the town meeting chairperson shall appoint a clerk of the meeting. The clerk of the town meeting shall keep a poll list if required by the annual town meeting under Wis. Stats. § 60.11(7). The town meeting minutes shall be signed by the clerk of the town meeting and filed in the office of the town clerk within five days after the meeting. **Clerk and duties of clerk pursuant to Wis. Stats. § 60.15.**

(Code 2006, § 2-2-7)

State law reference(s)—Similar provisions, Wis. Stats. § 60.15.

Secs. 2-77—2-95. Reserved.