

Tuesday, February 10, 2026
5:00 p.m.

Tomahawk City Hall
23 N 2nd Street, Tomahawk, WI

**BOARD
MEMBERS**

STEVEN E. TASKAY
MAYOR

JEFF KAHLE
DISTRICT 2

DALE ERNST
DISTRICT 2

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DISTRICT 3

WILL GARSKE
AT LARGE REP

The Board meeting will be held both in person and virtually. If you are attending remotely, you can do so by either of the following ways:

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AGENDA

- A. **Call to Order**
- B. **Public Comments** (During this item on the agenda the Board listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- C. **Other Business**
 - 1. Spill Response Service for Sanitary Release Along W Grand Ave (County Rd S)
- H. **Set Time and Date of Next Meeting**
 - 1. Regular Meeting – February 24, 2026 at 5:30 p.m.
- I. **Meeting Adjournment**

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

**Confirmation of Client Request for Services
Between Cedar Corporation (ENGINEER)
and City of Tomahawk (CLIENT)**

Authorization to Perform Environmental Site Investigation Services

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Spill Response Assessment Services for Sanitary Release along W Grand Ave, Tomahawk, WI

Project Description: The CLIENT was issued a Notice of Violation in December, 2025 for a wastewater sanitary sewer overflow (SSO) event in the City of Tomahawk, WI. The location of the SSO occurred at a culvert on the west side of W Grand Ave. The spill was documented by the Wisconsin Department of Natural Resources (WDNR) to have flowed through a railroad culvert, immediately west of W Grand Ave, and into the adjoining wetland area which buffers an inlet of the Wisconsin River.

Several actions have already taken place, including immediate repair of the sanitary main, removal of approximately 40 yards of impacted soils, approximately 3,000 gallons of spilled fluids, and installation of silt fences to contain the spill. Additionally, public notification and well sampling efforts have been initiated by the CLIENT. Based on the January 30, 2026 call with the CLIENT and WDNR, ENGINEER is proposing to break the WDNR-requested tasks into Phase I and Phase II services. This Project will include further remedial efforts being enforced by WDNR. A description of the proposed work is outlined below.

Proposed Scope of Work: The following is the proposed scope of work for ENGINEER to provide Spill Response Assessment Services:

1. Phase I Services (Winter Sampling)

- a. ENGINEER will mobilize a Scientist and/or Assured Wetland Delineator to determine and field locate spill extents before the end of March 2026. CLIENT will assist ENGINEER's staff on access to the wetland areas. Two-days are anticipated for the field sampling and mapping tasks.
- b. ENGINEER will conduct soil/sediment sampling procedures for chemical laboratory analysis of the following parameters: Fecal Coliform, BOD, Phosphorus, Total Kjeldahl Nitrogen, Nitrate, Ammonia (nitrogen), and pH. No more than 14 soil/sediment sample locations will be performed. Due to winter conditions, ENGINEER will likely need to chop/shovel through ice and snow to collect samples. Water samples will be collected for the same parameters and including Temperature, Specific Conductance, pH, and Dissolved Oxygen. One water sample will be collected at the spill site, one water sample will be collected at the down-stream side of the berm in the wetlands, and one water sample will be collected at the Wisconsin River inlet where the wetlands enters the inlet.
- c. ENGINEER will expedite sample shipping for Fecal Coliform due to its short hold time.
- d. ENGINEER will sample each location and will be staked and mapped with a GPS for GIS-mapping and interpretation.
- e. ENGINEER will prepare one Spill Response Documentation Report (letter report) summarizing Spill Response Assessment activities, findings, and recommendations. Scope will include one meeting with WDNR to discuss report and Phase II.

2. Phase II Services (Post Thaw Evaluation)

- a. ENGINEER will mobilize to Site after the thaw to re-evaluate conditions including, sampling and mapping of new extents from previously staked locations to determine stabilization. One day is anticipated for the field sampling and mapping tasks.
- b. ENGINEER will conduct soil/sediment sampling procedures for chemical laboratory analysis of the following parameters: Fecal Coliform, BOD, Phosphorus, Total Kjeldahl Nitrogen, Nitrate, Ammonia (nitrogen), and pH. All previously sampled locations from Phase I sampling will be visually inspected for impacts. Locations determined to not be impacted will not be sampled. No more than 10 soil/sediment sample locations will be performed. Water samples will be collected for the same parameters and including, Temperature, Specific Conductance, pH, and Dissolved Oxygen. One water sample will be collected at the spill site, one water sample will be collected at the down-stream side of the berm in the wetlands, and one water sample will be collected at the Wisconsin River inlet where the wetlands enters the inlet.
- c. ENGINEER will expedite sample shipping for Fecal Coliform due to its short hold time.
- d. ENGINEER will sample each location and will be staked and mapped with a GPS for GIS-mapping and interpretation.
- e. ENGINEER will prepare one Spill Response Documentation Report (letter report) summarizing Spill Response Assessment activities, findings, and recommendations. Documentation including total gallons pumped, tons hauled, landfill tickets, photos, and daily reports from the CLIENT will be included.

CLIENT is responsible for remedial cleanup/removal activities. The analytical laboratory analysis will be performed by the CLIENT's contracted analytical provider and CLIENT will be invoiced directly. The estimated analytical fees for Phase I and II is between \$5,000 and \$6,000.

Oversight and/or documentation of physical removal is not included with the above Scope. Oversight and documentation of physical removal can be included under additional scope and fee.

Method of Compensation: Work will be completed on a Lump Sum basis for \$15,650.00, as detailed below. Reference Attachment A – Standard Conditions.

<u>Phase I Spill Response Assessment Services:</u>	<u>Fee:</u>
Soil/Sediment Sampling/Surveying	\$4,750.00
Spill Response Documentation	\$3,210.00
Phase I Total	\$7,960.00

<u>Phase II Spill Response Assessment Services:</u>	<u>Fee:</u>
Soil/Sediment Sampling/Surveying	\$4,180.00
Spill Response Documentation	\$3,510.00
Phase II Total	\$7,690.00

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date. ENGINEERING standard rates are subject to change annually.

Project No. _____
Date: February 5, 2026

Timetable: Proposed work can be scheduled immediately following authorization.

Project Task	Estimated Time of Completion (week of)
Project Authorization	February 9, 2026
WDNR Work Plan Submittal	February 16, 2026
Phase I Field Work	February 23, 2026
Phase I Report	March 16, 2026
WDNR Meeting	April 6, 2026
Phase II Field Work	April 13, 2026
Phase II Report	May 11, 2026

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 20__.


CITY OF TOMAHAWK

CEDAR CORPORATION

By: _____

By: Dan O'Connell, PG, CPG

Name: _____

Name: 

Title: _____

Title: Environmental Services Director

By: _____

By: Brandon Strelow

Name: _____

Name: 

Title: _____

Title: Client Manager

Attachment A - Standard Conditions

PART I - DESCRIPTION OF SERVICES

- 1.1 CEDAR CORPORATION** agrees to provide professional services for the PROJECT as more completely described in this Agreement.
- 1.2 CEDAR CORPORATION** agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

- 3.1** Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar

Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

- 3.2** Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

- 3.3** If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

- 4.1 STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed

issued by Client are specifically objected to by Cedar Corporation.

- 4.2 CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

- 4.3 SAFETY.** Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

- 4.4 DELAYS.** If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

- 4.5 TERMINATION.** Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected

unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

- 4.6 OPINIONS OF PROBABLE CONSTRUCTION COST.** Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

- 4.7 RELATIONSHIP WITH CONTRACTORS.** Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise

the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

- 4.8 CONSTRUCTION REVIEW.** For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or

omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

4.10 ALLOCATION OF RISKS. To the fullest extent permitted by law, Cedar Corporation shall indemnify and hold harmless, Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Cedar Corporation or Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants in the performance and furnishing of Cedar Corporation's services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, Cedar Corporation's total

liability to Client and anyone claiming by, through, or under Client for any cost, loss, or damages caused in part by the negligence of Cedar Corporation and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Cedar Corporation's negligence bears to the total negligence of Client, Cedar Corporation, and all other negligent entities and individuals.

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such

documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.