

MINUTES

PERSONNEL

WEDNESDAY – AUGUST 12, 2026 – 12:00 P.M.
COUNCIL CHAMBERS, MUNICIPAL BUILDING

Members present: Chair Brigitte Schmidt, Robert Warren, and Tony O'Neill.

Others Attending: Mayor Katie Berman, Clerk-Treasurer Tammy Kasal, and Police Chief Derek Koronkiewicz.

Chair Schmidt called the meeting to order at 12:00 p.m.

Motion by Schmidt and seconded by Warren to approve the agenda. Motion carried 3/0.

Meeting Minutes:

Motion by Warren and seconded by O'Neill to approve the July 20, 2026 meeting minutes.
Motion carried 3/0.

Closed Session:

Motion by Schmidt and seconded by Warren to move into Closed Session per:

WI S.S. 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility & WI S.S. (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of:

- a. Police Department candidates for lieutenant and full-time officer opening
- b. Appointment of Wastewater Treatment Plant Lead Operator/Operator-in-Charge, effective upon the retirement of current Operator-in-Charge.
- c. DPW Director vacancy and Interim staffing.
- d. Contract with Teamsters Union Local 662.

Motion carried 3/0.

CLOSED SESSION 12:05 p.m. – 1:22 p.m.

Motion by Schmidt and seconded by Warren to move into Open Session. Motion carried 3/0.

Motion by Schmidt and seconded by Warren recommending Council approve hiring the Wastewater Treatment Plant Lead Operator/Operator-in-Charge candidate as discussed in Closed Session. Motion carried 3/0.

Motion by Schmidt and seconded by Warren to approve advertising for DPW Director. Motion carried 3/0.

Motion by Schmidt and seconded by Warren recommending Council approve paying a DPW interim rate of an additional \$2.00 per hour each to City employees Mark Madden, Rich Sparks, and Jason Stibbe. Motion carried 3/0.

Motion by Schmidt and seconded by Warren recommending Council approve Task Order No 2026-06 with Ruekert & Mielke, Inc. for interim DPW assistance. Motion carried 3/0.

Motion by Schmidt and seconded by Warren recommending Council approve the Authorization to Perform Professional Engineering Services with Cedar Corporation for interim DPW assistance. Motion carried 3/0.

Other Matters: None

Set future meeting(s):

The next Personnel meeting was scheduled for Monday, August 24, 2026 at 8:00 a.m.

Motion by Schmidt and seconded by Warren to adjourn at 1:35 p.m. Motion carried 3/0.

Tammy Kasal
Clerk-Treasurer

TASK ORDER

This is Task Order No. (2026-06),
consisting of 2 pages
DPW Assistance

Task Order

In accordance with the Paragraph 1.01 of the Agreement between City of Peshtigo (Owner) and Ruekert & Mielke, Inc. (Engineer) dated July 7, 2022, Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: DPW Assistance

B. Description: Providing DPW assistance for engineering/infrastructure related tasks as directed by the Mayor.

2. Services of Engineer

Kevin Wagner, P.E., will be the primary contact for providing DPW assistance. Don Heikkila, P.E., will be the secondary contact for providing DPW assistance. All other R/M staff will be available as necessary to perform services and will be charged at the normal hourly rates as shown on Attachment 1.

Kevin Wagner and/or Don Heikkila will be billed out at a discounted rate of \$165/hour for a total of 40 hours per month or a total of 480 hours per year. The discounted rate of \$165/hour is guaranteed for up to 480 hours per year. Kevin's primary assignment will be to provide DPW Assistance services as directed by the Mayor. There may be times when Don Heikkila needs to fill in for Kevin and provide DPW Assistance.

3. Owner's Responsibilities

Provide all information necessary to complete this task order.

In consideration of discounted rate being offered for DPW assistance services, the City of Peshtigo may consider utilizing Ruekert & Mielke, Inc. for other engineering/infrastructure related engineering services utilizing this Master Services Agreement and subsequent task orders.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
On-going	On-going

5. Payments to Engineer

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

In accordance with the standard rates as shown in Attachment No. 1.

B. The terms of payment are set forth in Article 4 of the Agreement.

6. Other Modifications to Agreement

Exclusions: Certifications, permit signing, DPW operations, staff HR functions, snow plowing.

7. Documents Incorporated by Reference

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

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is August 12, 2026.

OWNER:

City of Peshtigo

ENGINEER:

Ruekert & Mielke, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: Ryan Amtmann Digitally signed by Ryan Amtmann
Date: 2026.08.11 12:37:22 -05'00'

Name: Ryan T. Amtmann, P.E.

Title: Chief Growth Officer

Date: August 11, 2026

DESIGNATED REPRESENTATIVE FOR TASK ORDER (Per Paragraph 7.03.A)

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Name: Kevin Wagner, P.E.

Title: Municipal Team Leader

Address: 1400 Lombardi Ave., Ste. 101S
Green Bay, WI 54304

Email: kwagner@ruekert-mielke.com

Phone: 920-486-6627

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates set forth in this Schedule include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Task Order.

B. Schedule:

Hourly rates for services performed on or after the date of the Task Order are:

STANDARD HOURLY RATES

ENGINEERING SERVICES

Engineer 6 (Senior PM)	195.00
Engineer 5 (PM)	181.00
Engineer 4 (Proj Engineer)	166.00
Engineer 3	148.00
Engineer 2	139.00
Senior Designer	141.00
Designer	124.00
Engineer Technician	112.00

ADMINISTRATIVE SERVICES

Administrative Assistant	89.00
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SPECIALIZED SERVICES

Senior SCADA Analyst 2	209.00
Senior SCADA Analyst 1	162.00
SCADA Analyst 1	125.00

Note: Rates will be updated on January 1st of each year.

Project No.

Date: August 12th, 2026

**Confirmation of Client Request for Services
between Cedar Corporation (ENGINEER)
and City of Peshtigo (CLIENT)**

Authorization to Perform Professional Engineering 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: 2026 Interim Director of Public Works Assistance

Scope of Work: ENGINEER will provide interim Public Works Director support services to the City of Peshtigo. Services may include, but are not limited to, coordination with Public Works staff, review of ongoing operations and projects, attendance at meetings, project management assistance, review of regulatory and compliance obligations, evaluation of staffing and operational needs, coordination with consultants, contractors, utility operators, and regulatory agencies, and other administrative and management activities typically associated with the duties of a Public Works Director as requested by the City Mayor.

The intent of this scoping phase is to ensure continuity of operations and that no critical tasks, deadlines, or obligations are missed during the transition period.

Upon completion of the scoping phase, ENGINEER will prepare a recommended scope of services and level of effort for continued interim support under a separate agreement amendment or lump-sum contract.

Method of Compensation:

Scoping Phase: Work will be completed on a Time & Materials basis for \$185/hour, estimated to be 24 hours per week.

Interim DPW Phase: Work will be completed on a Lump Sum Basis for \$TBD per week.

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.

Timetable: Work will be completed no later than three weeks from the date of this agreement.

Standard Conditions: This agreement references and the parties will abide by the Standard Conditions outlined in Attachment A, included herein as a part of this agreement.

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

Project No.

Date: August 12th, 2026

CITY OF PESHTIGO

By: _____

Name: Katie Berman

Title: Mayor

By: _____

Name: _____

Title: _____

CEDAR CORPORATION

By: _____

Name: Teal Spellman, P.E.

Title: Project Manager

By: _____

Name: Mike Kaster, P.E.

Title: Municipal Engineering Team Lead

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 are 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.