

Cumberland Municipal Utility Committee Monthly Meeting

Cumberland City Hall

950 1st Ave., Cumberland, WI 54829

Date 6/19/2025

Time: 10:30 AM

Page 1 of 3

Attendance:

Jordan Peichel (Utility Manager)	P	Mayor Dan Shoemaker	P	Randy Reeg (City Administrator)	P
Craig Turcott (Committee President)	P	Tom Schroeder	A	John Anderson (Committee Secretary)	P
Bill Lussier (City Liaison)	P	Michael Benjamin	P		

Other Attendees : Katie Goins

Respectfully submitted by

This minutes template includes a complete standardized agenda. Items in bold will be covered during the respective monthly meeting.

TOPIC	DISCUSSION
1) Call to Order	President Turcott called the meeting to order @ 10:30 A.M.
2) Public Comment	None
3) Discuss and approve Utility Committee meeting minutes of May 22, 2025	Michael Benjamin made a motion to approve the Utility Committee meeting minutes of May 22, 2025. Bill Lussier seconded. Motion adopted.
4) STRATEGIC a. Project Prioritization b. Capital Plan c. Finance Plan d. Rate Impacts	4)c. No update 4)d. No update
5) Quarterly Performance a. Budget—Plan-vs. Actual b. Utilization	
6) OPERATIONS	
<u>Electric Utility</u> 1. Discussion and possible action relating to Electric Utility capital projects including:	6)1.a. Waiting for Brightspeed to return a signed version of the final agreement.

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TOPIC	DISCUSSION
a. Brightspeed pole attachment agreement 2. Discussion and possible action relating to Electric Utility capital projects including: a. TBD	
<u>Water Utility</u> 3. Discussion and possible action relating to Water Utility operations including: a. Change Order #2 from Olympic Builders for Well #6 a decrease of \$13,762.94. b. AFP #4 from Olympic Builders for Well #6 in the amount of \$182,000.00 c. AFP #5 from CTW Corporation for Well #6 in the amount of \$52,801.00 d. An agreement with the Cumberland Fire Department to mount equipment to the water tower. 4. Discussion and possible action relating to Water Utility capital projects including: a. Watermain extension policy (example: Island Avenue)	6)3.a. Bill Lussier made a motion to recommend the City Council approve Change Order #2 from Olympic Builders for Well #6 a decrease of \$13,762.94. Craig Turcott seconded. Motion adopted. 6)3.b. Michael Benjamin made a motion to recommend the City Council approve payment of AFP #4 from Olympic Builders for Well #6 in the amount of \$182,000.00. Bill Lussier seconded. Motion adopted. 6)3.c. Bill Lussier made a motion to recommend the City Council approve payment of AFP #5 from CTW Corporation for Well #6 in the amount of \$52,801.00. John Anderson seconded. Motion adopted. 6)3.d. Pending an official agreement currently being drafted by the city attorneys. No action taken. 6)4.a. Tyler Hastings from CBS² has given Randy a tool to better estimate the cost to provide new service to a site. Jordan will investigate with the county if a property owner would be able to put in their own septic service and well within the city. A private well is not allowed within an existing well head.
<u>Sewer Utility</u> 5. Discussion and possible action relating to Sewer Utility operations including: a. Possible policy on sewer credit b. CMAR report c. DMR permit review	6)5.a. Policy to be drafted. 6)5.b. Annual update from Katie Goins. No action taken. 6)5.c. DMR should be DNR. DNR is requiring additional testing going forward. Year one will cause incremental operating expenses with the possibility of additional capital expenses in year two and beyond.

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TOPIC	DISCUSSION
d. Lift #9 repair e. Lift #8 repair quote 6. Discussion and possible action relating to Sewer Utility operations including: a. Street projects-DeSantis quotes	6)5.d. Bill Lussier made a motion to recommend the City Council approve \$25,322.10 to replace two pumps in Lift #9 that are on the verge of failing. John Anderson seconded. Motion adopted. 6)5.e. Emergences quote of \$3,786.14 to repair the guide rails on Lift #8. No motion required. 6)6.a. Michael Benjamin made a motion to recommend the City Council approve the DeSantis Excavating quote for replacement of the manhole and connections to the laterals at Western Ave and Marshall St in the amount of \$14,000 Bill Lussier seconded. Motion adopted.
OTHER UTILITY TOPICS	
7. Manager's Update	The maintenance shop project has been officially closed with the PSC and came in ~\$1,000 below the original budget. An open house is planned for July 23rd including the police department, fire department and street department. The street lighting project received PSC approval and is moving forward as planned. Temporary lighting will be installed until the new lights arrive in August.
8. Motion to convene in closed session pursuant of Wis. Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises.	Bill Lussier made a motion to convene in closed session pursuant of Wis. Stat. §19.85(1)(c) to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercises responsibility. a. Lead Lineman b. Probation period Michael Benjamin seconded. Motion adopted via unanimous roll call vote.
9. Motion to reconvene in open session and take any action as may be necessary or appropriate arising out of the closed session.	John Anderson made a motion to reconvene in open session and take any action as may be necessary or appropriate arising out of the closed session. Bill Lussier seconded. Motion adopted. Bill Lussier made a motion to recommend the City Council end the probation period for Ryan Rudeen with a wage increase of \$0.84 and promote him to Lead Lineman with a wage increase of \$3. Michael Benjamin seconded. Motion adopted.
10. Adjourn	Meeting unanimously adjourned @ 12:07.



Building a Better World
for All of Us™

July 14, 2025

RE: Main Street Lighting
Cumberland, Wisconsin
SEH No. CUMBE 170820

Jordan Peichel, CMU Manager
Randy Reeg, City Administrator
Cumberland, WI 54840

Dear Randy and Jordan:

Please find Application for Payment No. 1 from Simon Electric Construction Company, Inc. for the above referenced project. The application is in the amount of \$178,778.03 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made to the contractor.

Work items within this Application include all removals, and the lighting conduit, wiring, and concrete light bases on the west side of the project. Also included is the directional boring of conduits as required under sidewalks and intersections. This is an increased amount from the original plan estimated quantities, due to the need to work around new concrete areas installed prior to the lighting PSC approval.

If you have any questions, please contact me at 715.861.4987 or bcunningham@sehinc.com.

Sincerely,

Bryan Cunningham, PE (WI)
Project Manager

Enclosure

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 S. Main St., Suite 100, WI 54868

SEH is an equal opportunity employer | www.sehinc.com | 715.720.6200 | 800.472.5881 | 888.908.8166 fax

Application for Payment
(Unit Price Contract)
No. 1

Eng. Project No.: CUMBE 180720

Location: Cumberland, WI

Contractor Simon Electric Construction Company, Inc.

Contract Date April 21, 2025

345 St. Croix Ave

New Richmond, WI 54017

Contract Amount 871,379.95

Contract for Main Street Lighting

Application Date 7/10/25

For Period Ending 7/3/25

Item No.	Item	Unit	Est. Qty	Quantity to Date	Unit Price	Total Price
01 71 13.1	MOBILIZATION	LS	1	1	\$6,400.00	\$6,400.00
02 41 33.1	REMOVE CONCRETE SIDEWALK	SY	600		9.40	
26 56 19.1	REMOVE LIGHT FOUNDATION	EACH	52	54	450.00	\$24,300.00
26 56 19.2	REMOVE UNDERGROUND WIRE	LF	4815	4815	0.80	\$3,852.00
26 56 19.3	LIGHTING UNIT TYPE SPECIAL 1	EACH	25		12,350.00	
26 56 19.4	LIGHTING UNIT TYPE SPECIAL 2	EACH	8		13,040.00	
26 56 19.5	LIGHTING UNIT TYPE SPECIAL 3	EACH	4		12,700.00	
26 56 19.6	LIGHTING UNIT TYPE SPECIAL 4	EACH	7		13,390.00	
26 56 19.7	LIGHT BASE TYPE SPECIAL 1	EACH	33	16	2,360.00	\$37,760.00
26 56 19.8	LIGHT BASE TYPE SPECIAL 2	EACH	11	5	2,640.00	\$13,200.00
26 56 19.9	SERVICE CABINET	EACH	1	1	14,600.00	\$14,600.00
26 56 19.10	EQUIPMENT PAD	EACH	1	1	3,100.00	\$3,100.00
26 56 19.11	HANDHOLE	EACH	4	1	2,140.00	\$2,140.00
26 56 19.12	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF	4500	3700	6.65	\$24,605.00
26 56 19.13	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH BORED	LF	800	1135	21.20	\$24,062.00
26 56 19.14	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1-INCH	LF	2000	1100	6.00	\$6,600.00
26 56 19.15	CONDUIT RIGID NONMETALLIC SCHEDULE 40 1-INCH BORED	LF	400	645	20.60	\$13,287.00
26 56 19.16	UNDERGROUND WIRE 1/C 4 AWG	LF	10000	2400	2.36	\$5,664.00
26 56 19.17	UNDERGROUND WIRE 1/C 6 AWG	LF	7800	2960	1.87	\$5,535.20
26 56 19.18	UNDERGROUND WIRE 1/C 8 AWG	LF	11135	2160	1.23	\$2,656.80
26 56 19.19	UNDERGROUND WIRE 1/C 10 AWG	LF	300		0.83	
26 56 19.20	UNDERGROUND WIRE 1/C 3/0 AWG	LF	60	60	7.09	\$425.40
26 56 19.21	CONTROLS SYSTEM STARTUP	LS	1		4,200.00	
26 56 19.22	NECY MVOLT ENC AIR	EACH	1		2,200.00	
26 56 19.23	RPODBA 4S WH G2	EACH	1		410.00	
26 56 19.24	RSBOR 6 IM BK	EACH	5		430.00	
26 56 19.25	SPEAKER WIRE #12/2	LF	5605		1.30	
32 12 50.1	SAWCUT CONCRETE	LF	1000		5.38	
Total Contract Amount						\$188,187.40

Application for Payment (continued)

Total Contract Amount	\$ 871,379.95	Total Amount Earned	\$ 188,187.40
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: _____	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 188,187.40
AFP No. 2: _____	AFP No. 7: _____	LESS 5 % RETAINAGE	\$ 9,409.37
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 178,778.03
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ _____
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 178,778.03

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Main Street Lighting, Cumberland, WI, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

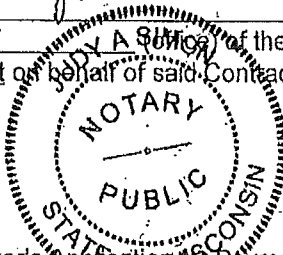
Date 7/10, 2025 Simon Electric Construction Company, Inc
(Contractor)

COUNTY OF ST CROIX
STATE OF WI)
SS

By [Signature]
(Name and Title) President

Before me on this 10 day of July, 2025, personally appeared Joseph K Simon
say that he is the President of the Contractor above mentioned that he executed the
above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires 7-7-26



[Signature]
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

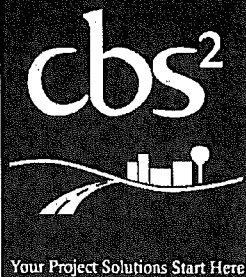
Short Elliott Hendrickson Inc.

By [Signature]
Date 7/14/25

City of Cumberland

By _____

Date _____



Date: June 25, 2025

RE: Well #6 Wellhouse
Cumberland, WI
CBS² CUMBE 21001

Mr. Randy Reeg
City Administrator
City of Cumberland
950 1st Ave
Cumberland, WI 54829

Dear Randy,

Please find Application for Payment No. 5 from Olympic Builders General Contractors, 405 North Star Road, Holmen, Wisconsin for construction of the above referenced project. The application is in the amount of \$118,220.85 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made to the contractor.

Work completed from May 21, 2025, through June 23, 2025, includes: General Requirements, Supervision, Metals, Framing – Materials, Roofing, Wall, Soffit, Insulation, Carpentry – Labor, Gypsum Assemblies, Painting, FRP Panels – Materials, and Electrical – Labor.

Please approve and sign the Application for Payment. If you have any questions, please contact me at 715.861.7428.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon L. Strand'.

Jon Strand, PE
Project Manager

js

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Contractor's Application for Payment

Owner: <u>City of Cumberland</u> Engineer: <u>CBS Squared, Inc.</u> Contractor: <u>Olympic Builders General Contractors, Inc.</u> Project: <u>Well #6 Wellhouse</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>CUMBE21001</u> Contractor's Project No.: <u>844</u>																								
Application No.: <u>5</u> Application Date: <u>6/23/2025</u> Application Period: From <u>5/21/2025</u> to <u>6/23/2025</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 707,200.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ 655.20</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 707,855.20</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td style="text-align: right;">\$ 458,513.00</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td> a. <u>5%</u> X \$ 458,513.00 Work Completed</td> <td style="text-align: right;">\$ 22,925.65</td> </tr> <tr> <td> b. <u>5%</u> X _____ Stored Materials</td> <td></td> </tr> <tr> <td> c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 22,925.65</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 435,587.35</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 317,366.50</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 118,220.85</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)</td> <td style="text-align: right;">\$ 272,267.85</td> </tr> </table>		1. Original Contract Price	\$ 707,200.00	2. Net change by Change Orders	\$ 655.20	3. Current Contract Price (Line 1 + Line 2)	\$ 707,855.20	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 458,513.00	5. Retainage		a. <u>5%</u> X \$ 458,513.00 Work Completed	\$ 22,925.65	b. <u>5%</u> X _____ Stored Materials		c. Total Retainage (Line 5.a + Line 5.b)	\$ 22,925.65	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 435,587.35	7. Less previous payments (Line 6 from prior application)	\$ 317,366.50	8. Amount due this application	\$ 118,220.85	9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$ 272,267.85
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Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>Olympic Builders General Contractors, Inc.</u>																									
Signature: <u><i>Julio Fahnke</i></u> Date: <u>6/23/2025</u>																									
Recommended by Engineer By: _____ Title: <u>Project Manager</u> Date: <u>06/25/2025</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE21001
Contractor:	Olympic Builders Gen. Contr., Inc.	Contractor's Project No.:	844
Project:	Well #6 Wellhouse		
Contract:			

Application No.: 5 Application Period: From 05/21/25 to 06/23/25 Application Date: 06/23/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Work Completed		Materials Currently Stored (not in d)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item U / F (%)	Balance to Finish (F - J)	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work					Value of Work Completed to Date (E X G) (\$)
Original Contract											
	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00		\$ 2,500.00		\$ 2,500.00	83%	\$ 500.00
	Bond	1	LS	\$ 7,960.00	\$ 7,960.00		\$ 7,960.00		\$ 7,960.00	100%	\$ -
	General Requirements	1	LS	\$ 38,620.00	\$ 38,620.00		\$ 27,500.00		\$ 27,500.00	71%	\$ 11,120.00
	Supervision	1	LS	\$ 31,260.00	\$ 31,260.00		\$ 20,500.00		\$ 20,500.00	66%	\$ 10,760.00
	Testing	1	LS	\$ 4,275.00	\$ 4,275.00		\$ 3,500.00		\$ 3,500.00	82%	\$ 775.00
	Final Cleaning	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	0%	\$ 1,000.00
	Closeout/O&M	1	LS	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0%	\$ 1,500.00
	Concrete - Materials	1	LS	\$ 17,420.00	\$ 17,420.00		\$ 17,420.00		\$ 17,420.00	100%	\$ -
	Concrete - Labor	1	LS	\$ 24,626.00	\$ 24,626.00		\$ 24,626.00		\$ 24,626.00	100%	\$ -
	Metals	1	LS	\$ 2,810.00	\$ 2,810.00		\$ 2,810.00		\$ 2,810.00	100%	\$ -
	Trusses - Materials	1	LS	\$ 2,544.00	\$ 2,544.00		\$ 2,544.00		\$ 2,544.00	100%	\$ -
	Framing - Materials	1	LS	\$ 4,128.00	\$ 4,128.00		\$ 4,128.00		\$ 4,128.00	100%	\$ -
	Roofing/Walk/Soffit - Materials	1	LS	\$ 21,257.00	\$ 21,257.00		\$ 21,257.00		\$ 21,257.00	100%	\$ -
	Roof Hatch - Materials	1	LS	\$ 3,960.00	\$ 3,960.00		\$ 3,960.00		\$ 3,960.00	100%	\$ -
	Insulation	1	LS	\$ 4,230.00	\$ 4,230.00		\$ 4,230.00		\$ 4,230.00	100%	\$ -
	Frames/Doors/Hardware	1	LS	\$ 9,645.00	\$ 9,645.00		\$ 9,645.00		\$ 9,645.00	100%	\$ -
	Fiberglass Windows - Materials	1	LS	\$ 1,945.00	\$ 1,945.00		\$ 1,945.00		\$ 1,945.00	100%	\$ -
	Carpentry - Labor	1	LS	\$ 47,757.00	\$ 47,757.00		\$ 46,000.00		\$ 46,000.00	96%	\$ 1,757.00
	Gypsum Assemblies	1	LS	\$ 11,230.00	\$ 11,230.00		\$ 11,230.00		\$ 11,230.00	100%	\$ -
	Painting	1	LS	\$ 8,260.00	\$ 8,260.00		\$ 3,000.00		\$ 3,000.00	36%	\$ 5,260.00
	Epoxy Flooring	1	LS	\$ 3,340.00	\$ 3,340.00		\$ -		\$ -	0%	\$ 3,340.00
	FRP Panels - Materials	1	LS	\$ 2,488.00	\$ 2,488.00		\$ 2,488.00		\$ 2,488.00	100%	\$ -
	Specialties	1	LS	\$ 1,154.00	\$ 1,154.00		\$ -		\$ -	0%	\$ 1,154.00
	Plumbing	1	LS	\$ 38,456.00	\$ 38,456.00		\$ 27,000.00		\$ 27,000.00	70%	\$ 11,456.00
	HVAC	1	LS	\$ 17,420.00	\$ 17,420.00		\$ 4,000.00		\$ 4,000.00	23%	\$ 13,420.00
	Electrical - Materials	1	LS	\$ 31,890.00	\$ 31,890.00		\$ 26,000.00		\$ 26,000.00	82%	\$ 5,890.00
	Electrical - Labor	1	LS	\$ 51,555.00	\$ 51,555.00		\$ 28,500.00		\$ 28,500.00	55%	\$ 23,055.00
	Electrical - Generator	1	LS	\$ 54,900.00	\$ 54,900.00		\$ -		\$ -	0%	\$ 54,900.00
	Electrical - Integration	1	LS	\$ 57,520.00	\$ 57,520.00		\$ -		\$ -	0%	\$ 57,520.00
	Asphalt Paving	1	LS	\$ 16,230.00	\$ 16,230.00		\$ -		\$ -	0%	\$ 16,230.00
	Excavation/backfill	1	LS	\$ 45,637.00	\$ 45,637.00		\$ 38,700.00		\$ 38,700.00	85%	\$ 6,937.00
	Underground utilities	1	LS	\$ 59,250.00	\$ 59,250.00		\$ 59,250.00		\$ 59,250.00	100%	\$ -
	Horizontal Directional Drilling	1	LS	\$ 32,540.00	\$ 32,540.00		\$ 32,540.00		\$ 32,540.00	100%	\$ -
	Restoration	1	LS	\$ 10,733.00	\$ 10,733.00		\$ 1,200.00		\$ 1,200.00	11%	\$ 9,533.00
	Process Piping	1	LS	\$ 9,860.00	\$ 9,860.00		\$ 4,500.00		\$ 4,500.00	46%	\$ 5,360.00
	Process Valves/specialties	1	LS	\$ 17,580.00	\$ 17,580.00		\$ 17,580.00		\$ 17,580.00	100%	\$ -
	Process - Labor	1	LS	\$ 6,120.00	\$ 6,120.00		\$ -		\$ -	0%	\$ 6,120.00
	Chemical Equipment	1	EA	\$ 3,100.00	\$ 3,100.00		\$ 2,000.00		\$ 2,000.00	65%	\$ 1,100.00
					\$ -		\$ -		\$ -		\$ -

Unit Price

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved

1 of 3

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE21001
Contractor:	Olympic Builders Gen. Contr., Inc.	Contractor's Project No.:	844
Project:	Well #6 Wellhouse		
Contract:			

Application No.: 5		Application Period: From 05/21/25 to 06/23/25		Application Date: 06/23/25							
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
						\$ -		\$ -		\$ -	
Original Contract Totals						\$ 707,200.00	\$ 458,513.00	\$ -	\$ 458,513.00	65%	\$ 248,687.00

Contractor's Application for Payment

Owner's Project No.:	
Engineer's Project No.:	CUMBE21001
Contractor's Project No.:	844

A	B	C	D	E	F	G	H	I	J	K	L
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Original Contract and Change Orders												
Project Totals	\$	707,855.20		\$	458,513.00	\$	-	\$	458,513.00	65%	\$	249,342.20

AFP 05 Work Completed & Stored to Date	
General Requirements	\$ 15,000.00
Supervision	\$ 13,000.00
Metals	\$ 2,810.00
Framing - Materials	\$ 428.00
Roofing/Wall/Soffit - Materials	\$ 20,257.00
Insulation	\$ 4,230.00
Carpentry - Labor	\$ 42,000.00
Gypsum Assemblies	\$ 11,230.00
Painting	\$ 3,000.00
FRP Panels - Materials	\$ 2,488.00
Electrical - Labor	\$ 10,000.00
AFP 05 Work Completed	\$ 124,443.00
Total Work Completed to Date	\$ 458,513.00
AFP 05 Amount Due	\$ 118,220.85

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 21001
Contractor:	Olympic Builders General Contractors	Contractor's Project No.:	
Project:	Well #6 Wellhouse		
Contract:			

Application No.:	05	Application Period:	From 05/21/25 to 06/23/25	Application Date:	06/23/25
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A	B	C	D	E	F	G	H	I	J	K	L						
														Contract Information		Work Completed	
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated In the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (net in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - I) (\$)	AFP 05 To Date	AFP 05 Quantities				
Original Contract																	
	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00		\$ 2,500.00		\$ 2,500.00	83%	\$ 500.00	\$ 2,500.00	\$ -				
	Bond	1	LS	\$ 7,960.00	\$ 7,960.00		\$ 7,960.00		\$ 7,960.00	100%	\$ -	\$ 7,960.00	\$ -				
	General Requirements	1	LS	\$ 38,620.00	\$ 38,620.00		\$ 27,500.00		\$ 27,500.00	71%	\$ 11,120.00	\$ 27,500.00	\$ 15,000.00				
	Supervision	1	LS	\$ 31,260.00	\$ 31,260.00		\$ 20,500.00		\$ 20,500.00	66%	\$ 10,760.00	\$ 20,500.00	\$ 13,000.00				
	Testing	1	LS	\$ 4,275.00	\$ 4,275.00		\$ 3,500.00		\$ 3,500.00	82%	\$ 775.00	\$ 3,500.00	\$ -				
	Final Cleaning	1	LS	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -	0%	\$ 1,000.00	\$ -	\$ -				
	Closeout/O&M	1	LS	\$ 1,500.00	\$ 1,500.00		\$ -		\$ -	0%	\$ 1,500.00	\$ -	\$ -				
	Concrete - Materials	1	LS	\$ 17,420.00	\$ 17,420.00		\$ 17,420.00		\$ 17,420.00	100%	\$ -	\$ 17,420.00	\$ -				
	Concrete - Labor	1	LS	\$ 24,626.00	\$ 24,626.00		\$ 24,626.00		\$ 24,626.00	100%	\$ -	\$ 24,626.00	\$ -				
	Metals	1	LS	\$ 2,810.00	\$ 2,810.00		\$ 2,810.00		\$ 2,810.00	100%	\$ -	\$ 2,810.00	\$ 2,810.00				
	Trusses - Materials	1	LS	\$ 2,544.00	\$ 2,544.00		\$ 2,544.00		\$ 2,544.00	100%	\$ -	\$ 2,544.00	\$ -				
	Framing - Materials	1	LS	\$ 4,128.00	\$ 4,128.00		\$ 4,128.00		\$ 4,128.00	100%	\$ -	\$ 4,128.00	\$ 428.00				
	Roofing/Wall/Soffit - Materials	1	LS	\$ 21,257.00	\$ 21,257.00		\$ 21,257.00		\$ 21,257.00	100%	\$ -	\$ 21,257.00	\$ 20,257.00				
	Roof Hatch - Materials	1	LS	\$ 3,960.00	\$ 3,960.00		\$ 3,960.00		\$ 3,960.00	100%	\$ -	\$ 3,960.00	\$ -				
	Insulation	1	LS	\$ 4,230.00	\$ 4,230.00		\$ 4,230.00		\$ 4,230.00	100%	\$ -	\$ 4,230.00	\$ 4,230.00				
	Frames/Doors/Hardware	1	LS	\$ 9,645.00	\$ 9,645.00		\$ 9,645.00		\$ 9,645.00	100%	\$ -	\$ 9,645.00	\$ -				
	Fiberglass Windows - Materials	1	LS	\$ 1,945.00	\$ 1,945.00		\$ 1,945.00		\$ 1,945.00	100%	\$ -	\$ 1,945.00	\$ -				
	Carpentry - Labor	1	LS	\$ 47,757.00	\$ 47,757.00		\$ 46,000.00		\$ 46,000.00	96%	\$ 1,757.00	\$ 46,000.00	\$ 42,000.00				
	Gypsum Assemblies	1	LS	\$ 11,230.00	\$ 11,230.00		\$ 11,230.00		\$ 11,230.00	100%	\$ -	\$ 11,230.00	\$ 11,230.00				
	Painting	1	LS	\$ 8,260.00	\$ 8,260.00		\$ 3,000.00		\$ 3,000.00	36%	\$ 5,260.00	\$ 3,000.00	\$ 3,000.00				
	Epoxy Flooring	1	LS	\$ 3,340.00	\$ 3,340.00		\$ -		\$ -	0%	\$ 3,340.00	\$ -	\$ -				
	FRP Panels - Materials	1	LS	\$ 2,488.00	\$ 2,488.00		\$ 2,488.00		\$ 2,488.00	100%	\$ -	\$ 2,488.00	\$ 2,488.00				
	Specialties	1	LS	\$ 1,154.00	\$ 1,154.00		\$ -		\$ -	0%	\$ 1,154.00	\$ -	\$ -				
	Plumbing	1	LS	\$ 38,456.00	\$ 38,456.00		\$ 27,000.00		\$ 27,000.00	70%	\$ 11,456.00	\$ 27,000.00	\$ -				
	HVAC	1	LS	\$ 17,420.00	\$ 17,420.00		\$ 4,000.00		\$ 4,000.00	23%	\$ 13,420.00	\$ 4,000.00	\$ -				
	Electrical - Materials	1	LS	\$ 31,890.00	\$ 31,890.00		\$ 26,000.00		\$ 26,000.00	82%	\$ 5,890.00	\$ 26,000.00	\$ -				
	Electrical - Labor	1	LS	\$ 51,555.00	\$ 51,555.00		\$ 28,500.00		\$ 28,500.00	55%	\$ 23,055.00	\$ 28,500.00	\$ 10,000.00				
	Electical - Generator	1	LS	\$ 54,900.00	\$ 54,900.00		\$ -		\$ -	0%	\$ 54,900.00	\$ -	\$ -				
	Electical - Integration	1	LS	\$ 57,520.00	\$ 57,520.00		\$ -		\$ -	0%	\$ 57,520.00	\$ -	\$ -				
	Asphalt Paving	1	LS	\$ 16,230.00	\$ 16,230.00		\$ -		\$ -	0%	\$ 16,230.00	\$ -	\$ -				
	Excavation/backfill	1	LS	\$ 45,637.00	\$ 45,637.00		\$ 38,700.00		\$ 38,700.00	85%	\$ 6,937.00	\$ 38,700.00	\$ -				
	Underground utilities	1	LS	\$ 59,250.00	\$ 59,250.00		\$ 59,250.00		\$ 59,250.00	100%	\$ -	\$ 59,250.00	\$ -				
	Horizontal Directional Drilling	1	LS	\$ 32,540.00	\$ 32,540.00		\$ 32,540.00		\$ 32,540.00	100%	\$ -	\$ 32,540.00	\$ -				
	Restoration	1	LS	\$ 10,733.00	\$ 10,733.00		\$ 1,200.00		\$ 1,200.00	11%	\$ 9,533.00	\$ 1,200.00	\$ -				
	Process Piping	1	LS	\$ 9,860.00	\$ 9,860.00		\$ 4,500.00		\$ 4,500.00	46%	\$ 5,360.00	\$ 4,500.00	\$ -				
	Process Valves/specialties	1	LS	\$ 17,580.00	\$ 17,580.00		\$ 17,580.00		\$ 17,580.00	100%	\$ -	\$ 17,580.00	\$ -				
	Process - Labor	1	LS	\$ 6,120.00	\$ 6,120.00		\$ -		\$ -	0%	\$ 6,120.00	\$ -	\$ -				
	Chemical Equipment	1	LS	\$ 3,100.00	\$ 3,100.00		\$ 2,000.00		\$ 2,000.00	65%	\$ 1,100.00	\$ 2,000.00	\$ -				
Original Contract Totals					\$ 707,200.00		\$ 458,513.00	\$ -	\$ 458,513.00	65%	\$ 248,687.00						
Change Orders																	
Change Order 01	Winter Concrete Pouring	1	LS	\$ 14,418.14	\$ 14,418.14	1.00	\$ 14,418.14		\$ 14,418.14	100%	\$ -	\$ 14,418.14	\$ -				
Change Order 02	Deduct Winter Concrete Pouring Cost	1	LS	\$ (14,418.14)	\$ (14,418.14)	1.00	\$ (14,418.14)		\$ (14,418.14)	100%	\$ -	\$ (14,418.14)	\$ -				
Change Order 02	Erosion Mat Upgrade	1	LS	\$ 655.20	\$ 655.20		\$ -		\$ -	0%	\$ 655.20	\$ -	\$ -				
Change Order Totals					\$ 655.20		\$ -	\$ -	\$ -	0%	\$ 655.20						
Original Contract and Change Orders																	
Project Totals					\$ 707,855.20		\$ 458,513.00	\$ -	\$ 458,513.00	65%	\$ 249,342.20						



Your Project Solutions Start Here

Date: June 26, 2025

RE: Island Avenue Watermain Extension
Cumberland, WI
CBS² CUMBE 25001

Randall Reeg, City Administrator
City of Cumberland
950 1st Ave
Cumberland, WI 54829

Dear Mr. Reeg,

Please find Application for Payment No. 1 from DeSantis Excavating LLC, 2117 6 ¼ Street, Cumberland, Wisconsin for construction of the above referenced project. The application is in the amount of \$126,579.71 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made to the contractor.

Work completed from April 21, 2025, through June 17, 2025, includes: Quality Control, Maintenance of Traffic, Mobilization, Remove Pavement, Clear and Grub Tree, Excavation Below Subgrade, Granular Borrow, Silt Fence, Erosion Mat, Turf Establishment, Crushed Aggregate Base Coarse, Hot Mix Asphalt Pavement, Adjust Manhole, 6-Inch Concrete Diamond Driveway with 6-Inch Base, Concrete Diamond, 6-Inch Ductile Iron Water Main, Fittings, 6-Inch Hydrant Lead, Hydrant, 6-Inch Hydrant Lead, 1-Inch Corporation Stops, 1-Inch Curb Stops and Boxes, 1.5-Inch Corporation Stops, 1.5-Inch Curb Stops and Boxes, 1.5-Inch Service Pipe, 2-Inch Thick Insulation, Connect to Existing Water Main, and Connect to Existing Water Service.

Please approve and sign the Application for Payment. If you have any questions, please contact me at 715.505.8633.

Sincerely,

Tyler Hastings, PE
Project Manager

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Contractor's Application for Payment

Owner: <u>City of Cumberland</u> Engineer: <u>CBS Squared, Inc.</u> Contractor: <u>DeSantis Excavating LLC</u> Project: <u>Island Avenue Watermain Extension</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>CUMBE 25001</u> Contractor's Project No.: _____																								
Application No.: <u>01</u> Application Date: <u>6/18/2025</u>																									
Application Period: <u>From 4/21/2025 to 6/17/2025</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 134,094.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 134,094.00</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 133,241.80</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. 5% X \$ 133,241.80 Work Completed</td><td style="text-align: right;">\$ 6,662.09</td></tr><tr><td> b. 5% X \$ - Stored Materials</td><td style="text-align: right;">\$ -</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 6,662.09</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 126,579.71</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td></td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 126,579.71</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)</td><td style="text-align: right;">\$ 7,514.29</td></tr></table>		1. Original Contract Price	\$ 134,094.00	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 134,094.00	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 133,241.80	5. Retainage		a. 5% X \$ 133,241.80 Work Completed	\$ 6,662.09	b. 5% X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 6,662.09	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 126,579.71	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ 126,579.71	9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$ 7,514.29
1. Original Contract Price	\$ 134,094.00																								
2. Net change by Change Orders	\$ -																								
3. Current Contract Price (Line 1 + Line 2)	\$ 134,094.00																								
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 133,241.80																								
5. Retainage																									
a. 5% X \$ 133,241.80 Work Completed	\$ 6,662.09																								
b. 5% X \$ - Stored Materials	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ 6,662.09																								
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 126,579.71																								
7. Less previous payments (Line 6 from prior application)																									
8. Amount due this application	\$ 126,579.71																								
9. Balance to finish, including retainage (Line 3 - Line 4, plus 5c)	\$ 7,514.29																								
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
Contractor: <u>DeSantis Excavating LLC</u>																									
Signature: <u>Kyle P DeSantis</u> Date: <u>6/27/2025</u>																									
Recommended by Engineer By: <u>[Signature]</u> Title: <u>Project Manager</u> Date: <u>6/26/2025</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 25001
Contractor:	DeSantis Excavating LLC	Contractor's Project No.:	
Project:	Island Avenue Watermain Extension		
Contract:			

Application No.: 01 Application Period: From 04/21/25 to 06/17/25 Application Date: 06/18/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Work Completed			Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Completed in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
S01 45 00-01	Quality Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -
S01 55 25-01	Maintenance of traffic	1	L.S.	\$ 300.00	\$ 300.00	1.00	\$ 300.00		\$ 300.00	100%	\$ -
S01 71 13-01	Mobilization	1	L.S.	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ 4,500.00	100%	\$ -
S02 41 33-01	Remove Pavement	692	S.Y.	\$ 4.00	\$ 2,768.00	692.00	\$ 2,768.00		\$ 2,768.00	100%	\$ -
S31 11 00-01	Clear and Grub Tree	5	Each	\$ 1,000.00	\$ 5,000.00	1.00	\$ 1,000.00		\$ 1,000.00	20%	\$ 4,000.00
S31 23 10-01	Excavation Below Subgrade (EBS)	300	C.Y.	\$ 1.00	\$ 300.00	300.00	\$ 300.00		\$ 300.00	100%	\$ -
S31 23 10-02	Granular Borrow (EBS)	300	C.Y.	\$ 1.00	\$ 300.00	300.00	\$ 300.00		\$ 300.00	100%	\$ -
S31 25 10-01	Silt Fence	50	L.F.	\$ 2.00	\$ 100.00	200.00	\$ 400.00		\$ 400.00	400%	\$ (300.00)
S31 25 10-02	Erosion Mat	50	S.Y.	\$ 5.00	\$ 250.00	50.00	\$ 250.00		\$ 250.00	100%	\$ -
S32 92 12-01	Turf Establishment	1	L.S.	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ 12,000.00	100%	\$ -
S32 11 26-01	Crushed Aggregate Base Coarse	192	C.Y.	\$ 30.00	\$ 5,760.00	192.00	\$ 5,760.00		\$ 5,760.00	100%	\$ -
S32 12 18-01	Hot Mix Asphalt Pavement	160	Ton	\$ 180.00	\$ 28,800.00	142.71	\$ 25,687.80		\$ 25,687.80	89%	\$ 3,112.20
S32 12 18-02	Adjust Manhole	1	Each	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -
S32 18 40-01	6-Inch Concrete Driveway with 6-Inches Base	286	S.F.	\$ 16.00	\$ 4,576.00	216.00	\$ 3,456.00		\$ 3,456.00	76%	\$ 1,120.00
S32 18 40-02	Concrete Diamond	1	Each	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		\$ 1,200.00	100%	\$ -
S33 11 00-01	6-Inch Ductile Iron Water Main	370	L.F.	\$ 90.00	\$ 33,300.00	360.00	\$ 32,400.00		\$ 32,400.00	97%	\$ 900.00
S33 11 00-02	Fittings	161	LB.	\$ 20.00	\$ 3,220.00	161.00	\$ 3,220.00		\$ 3,220.00	100%	\$ -
S33 11 00-03	6-Inch Gate Valve and Box	2	Each	\$ 1,800.00	\$ 3,600.00	2.00	\$ 3,600.00		\$ 3,600.00	100%	\$ -
S33 11 00-04	Hydrant	1	Each	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ 7,000.00	100%	\$ -
S33 11 00-05	6-Inch Hydrant Lead	6	L.F.	\$ 100.00	\$ 600.00	6.00	\$ 600.00		\$ 600.00	100%	\$ -
S33 11 00-06	1-Inch Corporation Stops	3	Each	\$ 500.00	\$ 1,500.00	3.00	\$ 1,500.00		\$ 1,500.00	100%	\$ -
S33 11 00-07	1-Inch Curb Stops and Boxes	3	Each	\$ 300.00	\$ 900.00	4.00	\$ 1,200.00		\$ 1,200.00	133%	\$ (300.00)
S33 11 00-08	1-Inch Service Pipe	62	L.F.	\$ 80.00	\$ 4,960.00	136.00	\$ 10,880.00		\$ 10,880.00	219%	\$ (5,920.00)
S33 11 00-09	1.5-Inch Corporation Stops	1	Each	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -
S33 11 00-10	1.5-Inch Curb Stops and Boxes	1	Each	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -
S33 11 00-11	1.5-Inch Service Pipe	90	L.F.	\$ 80.00	\$ 7,200.00	110.00	\$ 8,800.00		\$ 8,800.00	122%	\$ (1,600.00)
S33 11 00-12	2-Inch Thick Insulation	16	S.F.	\$ 10.00	\$ 160.00	32.00	\$ 320.00		\$ 320.00	200%	\$ (160.00)
S33 11 00-13	Connect to Existing Water Main	1	Each	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -
S33 11 00-14	Connect to Existing Water Service	4	Each	\$ 200.00	\$ 800.00	4.00	\$ 800.00		\$ 800.00	100%	\$ -
Original Contract Totals					\$ 134,094.00		\$ 133,241.80	\$ -	\$ 133,241.80	99%	\$ 852.20

Unit Price

EJCDC C-620 Contractor's Application for Payment
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1 of 2

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland										Owner's Project No.:	
Engineer:	CBS Squared, Inc.										Engineer's Project No.:	CUMBE 25001
Contractor:	DeSantis Excavating LLC										Contractor's Project No.:	
Project:	Island Avenue Watermain Extension											
Contract:												

Application No.:	01	Application Period:	From	04/21/25	to	06/17/25	Application Date:	06/18/25
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A	B	C	D	E	F	G	H	I	J	K	L
Bld Item No.	Description	Item Quantity	Units	Contract Information		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											
				\$ -		\$ -		\$ -			\$ -
				\$ -		\$ -		\$ -			\$ -
Change Order Totals				\$ -		\$ -		\$ -			\$ -
Original Contract and Change Orders											
Project Totals				\$ 134,094.00		\$ 133,241.80		\$ -		99%	\$ 852.20

<u>AFP 01 Work Completed</u>	
Quality Control	\$ 1,000.00
Maintenance of traffic	\$ 300.00
Mobilization	\$ 4,500.00
Remove Pavement	\$ 2,768.00
Clear and Grub Tree	\$ 1,000.00
Excavation Below Subgrade (EBS)	\$ 300.00
Granular Borrow (EBS)	\$ 300.00
Silt Fence	\$ 400.00
Erosion Mat	\$ 250.00
Turf Establishment	\$ 12,000.00
Crushed Aggregate Base Coarse	\$ 5,760.00
Hot Mix Asphalt Pavement	\$ 25,687.80
Adjust Manhole	\$ 500.00
6-Inch Concrete Driveway with 6-Inches Base	\$ 3,456.00
Concrete Diamond	\$ 1,200.00
6-Inch Ductile Iron Water Main	\$ 32,400.00
Fittings	\$ 3,220.00
6-Inch Gate Valve and Box	\$ 3,600.00
Hydrant	\$ 7,000.00
6-Inch Hydrant Lead	\$ 600.00
1-Inch Corporation Stops	\$ 1,500.00
1-Inch Curb Stops and Boxes	\$ 1,200.00
1-Inch Service Pipe	\$ 10,880.00
1.5-Inch Corporation Stops	\$ 1,000.00
1.5-Inch Curb Stops and Boxes	\$ 500.00
1.5-Inch Service Pipe	\$ 8,800.00
2-Inch Thick Insulation	\$ 320.00
Connect to Existing Water Main	\$ 2,000.00
Connect to Existing Water Service	\$ 800.00
AFP 01 Work Completed to Date	\$ 133,241.80
AFP 01 Payment	\$ 126,579.71

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Cumberland	Owner's Project No.:	
Engineer:	CBS Squared, Inc.	Engineer's Project No.:	CUMBE 25001
Contractor:	DeSantis Excavating LLC	Contractor's Project No.:	
Project:	Island Avenue Watermain Extension		
Contract:			

Application No.:	01	Application Period:	From 04/21/25 to 06/17/25	Application Date:	06/18/25
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A	B	C	D	E	F	G	H	I	J	K	L	M
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of BM Item (C X E)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (H X G)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / K)	Balance to Finish (L - J)	AFP 01 Quantities
Original Contract												
501.45.00-01	Quality Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -	1
501.53.23-01	Maintenance of traffic	1	L.S.	\$ 300.00	\$ 300.00	1.00	\$ 300.00		\$ 300.00	100%	\$ -	1
501.71.13-01	Mobilization	1	L.S.	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ 4,500.00	100%	\$ -	1
507.41.33-01	Remove Pavement	692	S.Y.	\$ 4.00	\$ 2,768.00	692.00	\$ 2,768.00		\$ 2,768.00	100%	\$ -	692
511.05-01	Clear and Grub Tree	5	Each	\$ 3,000.00	\$ 15,000.00	1.00	\$ 3,000.00		\$ 3,000.00	20%	\$ 4,000.00	1
511.29.50-01	Excavation Below Subgrade (EB)	300	C.Y.	\$ 1.00	\$ 300.00	300.00	\$ 300.00		\$ 300.00	100%	\$ -	300
511.29.50-01	Granular Borrow (GB)	300	C.Y.	\$ 1.00	\$ 300.00	300.00	\$ 300.00		\$ 300.00	100%	\$ -	300
511.29.50-01	Shi Fence	50	L.F.	\$ 2.00	\$ 100.00	200.00	\$ 400.00		\$ 400.00	400%	\$ (300.00)	200
511.29.50-01	Erosion Mat	50	S.Y.	\$ 5.00	\$ 250.00	50.00	\$ 250.00		\$ 250.00	100%	\$ -	
517.91.12-01	Turf Establishment	1	L.S.	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ 12,000.00	100%	\$ -	1
517.11.28-01	Crushed Aggregate Base Course	192	C.Y.	\$ 30.00	\$ 5,760.00	192.00	\$ 5,760.00		\$ 5,760.00	100%	\$ -	192
517.11.28-01	Hot Mix Asphalt Pavement	160	Ten	\$ 180.00	\$ 28,800.00	142.71	\$ 25,647.80		\$ 25,647.80	89%	\$ 3,152.20	142.71
517.12.18-01	Adjust Manhole	1	Each	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -	1
517.18.40-01	6-inch Concrete Driveway with 6-inch Base	215	S.F.	\$ 16.00	\$ 3,440.00	215.99999	\$ 3,458.00		\$ 3,458.00	76%	\$ 1,120.00	215.99999
517.18.40-01	Concrete Diamond	1	Each	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		\$ 1,200.00	100%	\$ -	1
517.11.00-01	6-inch Ductile Iron Water Main	370	L.F.	\$ 90.00	\$ 33,300.00	360.00	\$ 32,400.00		\$ 32,400.00	87%	\$ 900.00	360
517.11.00-01	Fittings	161	L.B.	\$ 20.00	\$ 3,220.00	161.00	\$ 3,220.00		\$ 3,220.00	100%	\$ -	161
517.11.00-01	6-inch Gate Valve and Box	2	Each	\$ 1,800.00	\$ 3,600.00	2.00	\$ 3,600.00		\$ 3,600.00	100%	\$ -	2
517.11.00-01	Hydrant	1	Each	\$ 7,000.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ 7,000.00	100%	\$ -	1
517.11.00-01	6-inch Hydrant Lead	6	L.F.	\$ 100.00	\$ 600.00	6.00	\$ 600.00		\$ 600.00	100%	\$ -	6
517.11.00-01	6-inch Corporation Stops	3	Each	\$ 500.00	\$ 1,500.00	3.00	\$ 1,500.00		\$ 1,500.00	100%	\$ -	3
517.11.00-01	6-inch Curb Stops and Boxes	3	Each	\$ 300.00	\$ 900.00	4.00	\$ 1,200.00		\$ 1,200.00	133%	\$ (300.00)	4
517.11.00-01	6-inch Service Pipe	62	L.F.	\$ 80.00	\$ 4,960.00	138.00	\$ 10,880.00		\$ 10,880.00	219%	\$ (5,920.00)	138
517.11.00-01	1.5-inch Corporation Stops	1	Each	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ 1,000.00	100%	\$ -	1
517.11.00-01	1.5-inch Curb Stops and Boxes	1	Each	\$ 500.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100%	\$ -	1
517.11.00-01	1.5-inch Service Pipe	90	L.F.	\$ 80.00	\$ 7,200.00	110.00	\$ 8,800.00		\$ 8,800.00	122%	\$ (1,600.00)	110
517.11.00-01	12-inch Thick Insulation	19	S.F.	\$ 10.00	\$ 190.00	32.00	\$ 320.00		\$ 320.00	200%	\$ (160.00)	32
517.11.00-01	Connect to Existing Water Main	1	Each	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		\$ 2,000.00	100%	\$ -	1
517.11.00-01	Connect to Existing Water Service	4	Each	\$ 200.00	\$ 800.00	4.00	\$ 800.00		\$ 800.00	100%	\$ -	4
Original Contract Totals					\$ 234,094.00		\$ 193,241.80	\$ -	\$ 193,241.80	89%	\$ 852.20	
Change Orders												
				\$ -	\$ -		\$ -		\$ -		\$ -	
				\$ -	\$ -		\$ -		\$ -		\$ -	
Change Order Totals					\$ -		\$ -	\$ -	\$ -		\$ -	
Original Contract and Change Orders												
Project Totals					\$ 234,094.00		\$ 193,241.80	\$ -	\$ 193,241.80	89%	\$ 852.20	



Speed and Innovation is Our WaterMark

CBS Squared
Attn: Ms. Claudia De Valk
770 Technology Way
Chippewa Falls, WI 54729

July 11, 2025

Subject: Cumberland Well #6 Testing and Rehabilitation

Dear Claudia,

Thank you and the City for taking the time on the call with Dave Johnson, State Hydrogeologist. To combat the higher than anticipated manganese levels, we propose the following workscope:

- Mobilize to site, remove test pump out of Well #6 (already included in that separate cost proposal), disinfect and relocate this test pump to the Test Well, chlorinate the well, utilize existing house power and flush to waste. Take field manganese readings and let flush overnight
- Return the next day, take field manganese readings, remove test pump from test well, disinfect. Acidize permanent well with 50 gallons of inhibited hydrochloric acid, 10 gallons of hydroxyacetic acid, and 1 gallon of Aqua Clear PFD. Surge well with brush to remove surface debris. Install temporary test pump into permanent well, fill tank and surge between well and tank while monitoring pH. Let stand overnight
- Return the next day and surge between well and tank, if pH is below 3.0 SU, neutralize water and flush to waste until pH is above 5.0. Chlorinate well with pH balanced chlorine solution at 200 ppm. Surge between well and tank while monitoring free chlorine.
- Return the next day and surge between well and tank, if free chlorine is below 100 ppm, add additional chlorine and repeat. If above 100 ppm, neutralize chlorine and flush well to waste, collecting field manganese readings and one lab sample.
- Pull pump at a date to be determined

Total Cost: \$13,830, anticipated mobilization July 17th (likely acidize that following Monday due to contact times).

Please do not hesitate to reach out with any questions.

Sincerely,

CTW Corporation
W. Hunter Cummins, PE

WATER TOWER RADIO EQUIPMENT LEASE AGREEMENT

THIS WATER TOWER RADIO EQUIPMENT LEASE AGREEMENT (this "Lease") is entered into this ___ day of ___, _____ (the "Commencement Date") between the City of Cumberland, ("CITY") a municipal corporation and the Cumberland Fire District, Inc ("FIRE DISTRICT"), a joint fire department comprised of the Town of Cumberland, Town of Crystal Lake, City of Cumberland, Town of Maple Plains, and Town of Lakeland.

In consideration of the terms and covenants of this Lease, and for other good and valuable consideration, the parties agree as follows:

1. Definitions.

- a. "Property" – The City of Cumberland's parcel upon which a municipal water tower is located (the "Tower"). A further description of the Property within which the Leased Premises will be located is attached hereto as Exhibit A.
- b. "Leased Premises" – That part of the Property which FIRE DISTRICT will lease for the purposes described in this Lease. A further description of the Leased Premises is attached hereto as Exhibit B.

2. Lease. Subject to the terms and conditions of this Lease, CITY leases to FIRE DISTRICT and FIRE DISTRICT leases from CITY the Leased Premises for the purposes described in this Lease and according to the terms and conditions also described in this Lease. Subject to the terms and conditions contained herein, this Lease grants FIRE DISTRICT: (1) the ability to place its antenna, equipment, personal property, and improvements associated with FIRE DISTRICT's need for wireless/radio communications as approved by the Federal Communications Commission (the "FCC") on the Tower and Leased Premises (the "Facilities"); and (2) access to its Facilities within the Leased Premises via foot or motor vehicle 24 hours per day, 7 days per week, subject to restrictions contained in this Lease. The actual location of the Facilities on the Tower and Leased Premises shall be in the approximate location as shown on Exhibit C attached hereto, with final approval by CITY.

3. Term. The initial term of this Lease shall be five (5) years, commencing upon the Commencement Date. The parties shall have the right to extend this Lease for four (4) additional five (5) year terms, subject to the terms and conditions of this Lease. This Lease shall automatically be renewed for each successive renewal term unless either Party notifies the other of its intention not to renew the Lease at least six (6) months prior to the expiration of the original or any renewal term. Notwithstanding the foregoing, if FIRE DISTRICT fails to begin installation of the Facilities and Equipment within 60 days of the Commencement Date, this Lease shall be deemed terminated unless the Parties mutually agree otherwise in writing. If FIRE DISTRICT has failed to install its Facilities or Equipment upon the Leased Premises within 12 months of the Commencement Date, CITY may choose to terminate this Lease. If termination is chosen, CITY will inform FIRE DISTRICT in writing.

4. Rent.

a. FIRE DISTRICT is not liable for any rent payment under this lease and CITY shall not expect any such rental payments. However, the CITY may require rental payments in the future and will provide FIRE DISTRICT with six (6) months' notice of such intent. If rent is then owed, the Parties shall execute a new agreement outlining the terms of the rental amount, payment, and other related aspects.

5. Use. FIRE DISTRICT may use the Leased Premises for the installation, operation, and maintenance of Facilities for the transmission and reception of radio communication signals in such frequencies as may be assigned to FIRE DISTRICT by the FCC in accordance with the provisions of this Lease. FIRE DISTRICT shall use the Leased Premises in compliance with all federal, state, and local laws and regulations. If for any reason FIRE DISTRICT's use of the Leased Premises fails to comply with any federal, state or local law and FIRE DISTRICT fails to bring its use within compliance within thirty (30) days of written notice of such noncompliance, or such earlier time as applicable law requires, this Lease shall be terminated as provided herein, unless sooner authorized by applicable law. CITY agrees to reasonably cooperate with FIRE DISTRICT in obtaining, at FIRE DISTRICT's expense, all licenses and permits required for FIRE DISTRICT's use of the Leased Premises, but this Lease in no way constitutes approval of any permits or licenses which may need to be issued by CITY. FIRE DISTRICT'S use of the Leased Premises shall

be non-exclusive and in the event CITY makes space available for one or more users that may wish to utilize space on the Water Tower, it is expected that all users, including FIRE DISTRICT, cooperate.

6. Installation of Improvements. Access. Utilities.

a. FIRE DISTRICT shall have the right, at its sole cost and expense, to install, operate and maintain the Facilities on the Leased Premises, which Facilities include radio transmitting and receiving antennas. FIRE DISTRICT's installation of all such Facilities shall be done according to plans approved by CITY, and no Facilities or property shall be subsequently relocated without CITY's approval which approvals shall not be unreasonably withheld or delayed. The Facilities shall remain the exclusive property of FIRE DISTRICT, subject to the provisions of Paragraph 8 of this Lease.

b. FIRE DISTRICT may update or replace the Facilities from time to time with the prior written approval of CITY, provided that the replacement Facilities are not greater in number or size than the existing Facilities and provided that their location on the Leased Premises is satisfactory to CITY. FIRE DISTRICT shall submit to CITY a proposal for any such replacement Facilities, and for any supplemental materials as may be reasonably requested for CITY's evaluation and approval, which approval shall not be unreasonably withheld or delayed. All costs for required structural studies will be paid by FIRE DISTRICT within 30 days of receipt of a detailed invoice.

c. FIRE DISTRICT shall ensure that all Facilities and leasehold improvements are constructed in accordance with CITY's specifications and according to a site plan approved by CITY. The Facilities and all equipment stored or operated therein, for the benefit of FIRE DISTRICT, shall remain the exclusive property of FIRE DISTRICT, subject to the provisions of Paragraph 8 of this Lease.

d. FIRE DISTRICT shall have the ability to access the Lease Premises to the extent necessary for FIRE DISTRICT to access to its Facilities the base of the Tower at no additional charge to FIRE DISTRICT. All routine site maintenance will be by foot, with vehicle access by vehicle only in emergency situations.

e. FIRE DISTRICT, at all times during this Lease, shall have access to the Leased Premises and the Equipment Shelter in order to install, operate and maintain its transmission Facilities. FIRE DISTRICT shall have access to the Tower only with the approval of CITY and in the presence of an employee of CITY. FIRE DISTRICT shall request access to the Tower twenty-four (24) hours in advance and CITY's approval thereof shall not be unreasonably withheld or delayed. Any employee, agent, representative, or invitee of FIRE DISTRICT who desires the access the Tower pursuant to this Lease must first sign a liability waiver in a form provided by CITY.

f. FIRE DISTRICT shall provide CITY with "as built" drawings of the Facilities installed on the Tower and any other Facilities or leasehold improvements installed on the Leased Premises which show the actual location of all Facilities and leasehold improvements. Such drawings shall be accompanied by a complete and detailed inventory of all Facilities and property actually placed on the Tower.

g. FIRE DISTRICT shall have sole responsibility for the maintenance, repair, and security of its Facilities, personal property, and any other leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

h. FIRE DISTRICT will adhere to all OSHA safety requirements.

i. All antennae panels will be painted to match the Tower.

j. Any additional costs for servicing or maintaining the Tower or Leased Premises that are due to the presence of the installation of the Facilities or other leasehold improvements will be the responsibility of FIRE DISTRICT.

k. CITY will notify FIRE DISTRICT at least forty-five (45) days in advance of the date when the Tower is scheduled to be painted, repaired, rebuilt or scheduled for general maintenance. The parties will cooperate to determine which of the following two options will be used to address the impact of the Facilities on the cost of painting or repairing the Tower: 1) Shortly before the painting/repairing date, FIRE DISTRICT will place a temporary antenna array on a crane parked near the site. FIRE DISTRICT will then remove the Facilities from the Tower and the painting will proceed as it normally does. Once the painting or repair is finished, FIRE DISTRICT will then re-attach the Facilities where they were and will have them painted to match the newly repaired/painted Tower. All

costs incurred in removing the Facilities, placement of a temporary antenna array, reattaching and painting the Facilities shall be the sole responsibility of FIRE DISTRICT; or 2) The contractor will bid on the cost of painting/repairing the Tower without the Facilities. The contractor will then bid on the cost of painting/repairing the Tower with FIRE DISTRICT Facilities left in place. The contractor will then proceed to paint/repair the Tower with FIRE DISTRICT's Facilities left in place. FIRE DISTRICT will reimburse CITY for the difference between the two bids.

7. Reasonable Approval. Both parties shall not unreasonably withhold or delay approvals required under this Lease.

8. Interference.

a. FIRE DISTRICT's installation, operation, and use of its Facilities or leasehold improvements under this Lease shall not damage or interfere in any way with CITY's Tower operations or related repair and maintenance activities. CITY, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the Leased Premises and to temporarily interfere with FIRE DISTRICT's Facilities and leasehold improvements as may be necessary in order to carry out any of such activities. CITY agrees to give reasonable advance notice of such activities to FIRE DISTRICT and to reasonably cooperate with FIRE DISTRICT to carry out such activities with a minimum amount of interference with FIRE DISTRICT's transmission operations.

b. FIRE DISTRICT shall operate its telecommunication facility/Facilities in a manner that will not cause radio frequency interference to any and all of the CITY's current and future communications equipment. FIRE DISTRICT shall operate its telecommunications facility/Facilities in a manner that will not cause radio frequency interference to the operations of other subtenants, lessees, and/or licensees' operations which predate installation of FIRE DISTRICT'S telecommunications facilities under this lease. Any lease subsequent to this lease by the CITY which permits the installation of telecommunications equipment on the site shall include the following provision:

Tenant agrees to operate its transmission facilities/Facilities so as to not create unreasonable radio frequency interference with the present transmission operations of the CITY or FIRE DISTRICT or its successors. In the event such interference occurs, FIRE DISTRICT agrees to correct such interference within 48 hours of written notice or cease use of its Facilities.

Said clause may be enforced by either the CITY or FIRE DISTRICT, either jointly or individually at the party's sole expense. The CITY shall be under no obligation to enforce said clause on behalf of FIRE DISTRICT. Without limiting any other remedy at law or equity, FIRE DISTRICT shall have the right to terminate this lease upon 30 days written notice in the event its reception or transmission is interfered with by other antenna equipment, or obstacles constructed or operated in FIRE DISTRICT'S reception or transmission paths.

c. This Lease is made with the knowledge of both parties that CITY has no current tenant on the Tower.

d. In the event that FIRE DISTRICT's transmission operations interfere with any type of electronic reception or transmission of any other parties in the surrounding area, FIRE DISTRICT agrees to use its reasonable best efforts to remedy such interference in accordance with applicable regulations and standards of the FCC and any other governing body. FIRE DISTRICT warrants that it shall maintain all of its Antenna Facilities in full compliance with all applicable regulations of the FCC and other governing bodies. FIRE DISTRICT will be responsible for correcting any intermod problems with other users of the Tower or Leased Premises, should they occur due to the Facilities installed and operated by FIRE DISTRICT. In the event the interference cannot be eliminated, CITY may immediately terminate this Lease and the easement granted hereunder, whereafter FIRE DISTRICT shall immediately remove all of its personal property, Facilities, and other fixtures which interfere with CITY's use of the Leased Premises and Tower.

9. Termination.

a. Except as otherwise provided herein, this Lease may be terminated by one party upon thirty (30) days written notice to the other party only as follows:

1) By either party, upon a default of any covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default to the other party, provided that such thirty (30) day period shall be extended as reasonably necessary in the event that the party alleged to be in default is proceeding in good faith with due diligence to cure such default but is unable to do so within such thirty (30) day period;

2) By FIRE DISTRICT, if it is unable to obtain or maintain any license, permit, or other governmental approval

necessary for the construction and/or operation of the transmission Facilities or FIRE DISTRICT business;

3) By CITY, if it determines in its sole discretion and for any reason, that the Tower is structurally unsound for use as a water tower, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower or the Property from any source, or factors relating to condition of the Property; or

4) By CITY, if FIRE DISTRICT's use of the Property becomes illegal under any federal, state or local law, rule or regulation.

b. If the Tower is destroyed, dismantled, or removed, FIRE DISTRICT shall have the right to construct its own tower, at its cost, of design approved by CITY, which approval shall not be unreasonably withheld or delayed, at a location as close as reasonably possible to the location of the Tower so as to give FIRE DISTRICT similar radio signal coverage as FIRE DISTRICT enjoyed from the Tower. If a replacement water tower is constructed anywhere on CITY's property, FIRE DISTRICT shall have the right to place FIRE DISTRICT's antenna and appurtenance on top of the new replacement water tower at FIRE DISTRICT's cost and in a similar manner as FIRE DISTRICT's antenna and appurtenance on the existing Tower.

c. Upon termination of this Lease for any reason, FIRE DISTRICT shall remove all of its equipment, personal property, Antenna Facilities, structure and leasehold improvements from the Tower and the Property within sixty (60) days after the date of termination, and shall restore the Tower and the Leased Premises to the condition it was in on the Commencement Date of the term of this Lease ordinary wear and tear excepted, all at FIRE DISTRICT's sole cost and expense. Any such property which is not removed by end of said sixty (60) day period shall become the property of CITY.

10. Insurance.

a. FIRE DISTRICT shall provide Comprehensive General Liability Insurance coverage, including premises/operations coverage, independent contractor's liability, personal injury, death, damage to personal property, completed operations coverage, contractual liability coverage, and CITY will be held harmless for acts of outside vendors in a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and Five Million Dollars (\$5,000,000.00) aggregate, and name CITY as an additional insured on such policy or policies.

b. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

c. FIRE DISTRICT shall provide to CITY, prior to Commencement Date, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Wisconsin, which includes all coverage required above and contains evidence of the waiver of subrogation contained above. Said certificate shall also provide that the coverage may not be concealed, nonrenewable, or materially changed without thirty (30) days prior written notice to CITY.

11. In the event that it is established that FIRE DISTRICT's operation of the Facilities is determined to be medically related to a health problem, CITY must notify FIRE DISTRICT of the related issues. In the event that FIRE DISTRICT causes, permits or allows such activities determined to be medically related to a health problem to continue, CITY shall have the right to immediately terminate this Lease if FIRE DISTRICT fails to discontinue or remedy the operation within 60 days of written notice of any such relationship.

12. Damage or Destruction of Property. If the Leased Premises, Tower, or Facilities are destroyed or damaged so as, in FIRE DISTRICT's judgment to render the site unusable for the intended purpose provided herein, FIRE DISTRICT may elect to terminate this Lease upon thirty (30) days written notice to CITY.

13. Indemnification. Except for the negligent acts or willful misconduct of CITY's agents or employees, FIRE DISTRICT agrees to indemnify, defend, and hold harmless CITY and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by CITY or for which CITY may be held liable, which arise from the negligence, willful misconduct, or other fault of FIRE DISTRICT or its employees, agents, or subcontractors in the performance of this Lease or from the installation, operation, use, maintenance, repair, removal, or presence of FIRE DISTRICT's Facilities, leasehold improvements, or other property on the Leased Premises and/or Tower, including but not limited to electrical interference or health problems caused by FIRE

DISTRICT's transmission operations, and specifically including the representations and warranties of Paragraph 14(b) of this Lease.

14. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

If to CITY, to:
City of Cumberland
Attn: City Administrator
950 1st Avenue
Cumberland, WI 54829

If to FIRE DISTRICT, to:
Cumberland Fire District
1060 Water Street
Cumberland, WI 54829

15. Representations and Warranties.

a. CITY warrants that (1) it has full right, power, and authority to execute this Lease; and (2) to the best of its knowledge, it has good and unencumbered title to the Leased Premises free and clear of any liens or mortgages, except as may be disclosed by review of title. CITY warrants that FIRE DISTRICT shall have the quiet enjoyment of the Property/Leased Premises during the Term of this Lease in accordance with its terms.

b. CITY warrants that it has no knowledge of any substance, chemical, or waste (collectively, "Substance") on the site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

c. FIRE DISTRICT represents and warrants that it shall not bring any Substance onto the Leased Premises.

d. FIRE DISTRICT, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of FIRE DISTRICT, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect FIRE DISTRICT use of the Property/Leased Premises, FIRE DISTRICT shall have the right to cancel this Lease immediately upon written notice to CITY.

16. Assignment. FIRE DISTRICT may not assign or sublet this Lease without the prior written consent of CITY.

17. Miscellaneous.

a. Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

b. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Wisconsin.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

e. This Lease is subject to all zoning approvals and building permits.

f. Nothing in this Lease shall be construed as a waiver or limitation of the CITY's governmental immunities set forth in Wisconsin law, including without limitation Wis. Stat. § 893.80.

SIGNATURE PAGE FOLLOWS

THE UNDERSIGNED LESSOR (CITY) HEREBY AGREES TO LEASE THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN

CUMBERLAND FIRE DISTRICT

Signature:_____

Print Name:_____

Title:_____

CITY OF CUMBERLAND

Signature:_____

Print Name: Daniel C. Shoemaker

Title: Mayor

Signature:_____

Print Name: Arlene Frisinger

Title: City Clerk

ORDINANCE #2025-813

An Ordinance Amending Section 13.02(11)(k) Regarding Sewer Credits

The Common Council of the City of Cumberland does hereby amend and ordain Section 13.02(11)(k) as follows:

(k) Effective January 1, 2026, any residential customer wishing to receive credits towards their sewer bill for water used for lawn and garden sprinkling that does not ultimately reach and is not processed by our sewer treatment plant must purchase a deduct meter from the utility and have it installed by a licensed plumber, the installation of which must be inspected by a representative of the City of Cumberland.

PASSED, ADOPTED AND APPROVED this 5th day of August 2025.

Daniel C. Shoemaker, Mayor

Date Adopted: August 5, 2025

Date Published: August 13, 2025

Effective Date: January 1, 2026

ATTEST:

This ordinance was passed by the Common Council of the City of Cumberland, Barron County, Wisconsin, at a duly noticed and convened regular meeting held on August 5, 2025.

Arlene Frisinger, Clerk