

Public Safety Committee

October 22, 2025

The Public Safety Committee of the City of Cumberland met on Wednesday, October 22, 2025, 9:00 A.M., at the Cumberland City Hall, 950 1st Avenue.

Mayor Shoemaker called the Public Safety Committee to order at 9:00 am at City Hall. The meeting was properly advertised, and all interested parties were notified.

The committee members present were Mayor Shoemaker, Laursen, Anderson and Schullo. Others present were Chief Wolfe, Arlene Frisinger Bill Lussier, and Randy Reeg.

A motion was made by Laursen, seconded by Anderson, to approve September 24, 2025, meeting minutes. Motion carried.

A motion was made by Schullo, seconded by Laursen, to recommend to council to eliminate cat licensing from Ordinance 12.10 (3). Motion carried.

Chief Updates:

The drop off area behind the Elementary School is working very well.

Lussier called the Finance, Licensing and Personnel committee to order at 9:20 a.m.

A motion was made by Schullo, seconded by Laursen, to go into closed session per WI Stat 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 that requires a closed session discussing the following:

- a. Proposed 2026-2027 agreement with Cumberland Professional Police Association.
- b. Police Department wages and staffing.

Roll call vote. In favor: Lussier, Laursen, Anderson, and Schullo. Opposed: None. Motion carried.

A motion was made to reconvene into open session to take any action as may be necessary or appropriate arising from the closed session. No action was taken.

A motion was made by Schullo, seconded by Anderson, to adjourn the Public Safety meeting at 10:11 a.m.

A presentation of the 2026 Budget was given by Randy Reeg.

A motion was made by Laursen, seconded by Anderson, to adjourn at 9:31 a.m. Motion carried.

Respectfully submitted by,

Arlene Frisinger, Clerk

City of Cumberland

AGREEMENT

Between the City of Cumberland, Wisconsin and Blake and Ryan Byrd

Regarding the Ownership, Operation, and Maintenance of Emergency Warning Sirens

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the City of Cumberland, Wisconsin (hereinafter referred to as the "City") and Blake and Ryan Byrd (hereinafter collectively referred to as the "Byrds").

RECITALS

WHEREAS, the Byrds have purchased and installed a series of emergency warning sirens in and around the City of Cumberland that are used for public safety purposes; and

WHEREAS, the City recognizes the public benefit and safety value provided by these sirens; and

WHEREAS, the Cumberland Municipal Electric Utility has supported the installation of the sirens by providing utility poles and electrical connections at no charge; and

WHEREAS, the Byrds desire to retain ownership of the sirens while they are able to maintain them, but wish to provide for transfer of ownership to the City upon their deaths or sooner at their discretion; and

WHEREAS, both parties desire to establish the terms and conditions under which the sirens will be maintained, operated, and governed.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Ownership

1.1 The Byrds shall retain ownership of all emergency warning sirens currently installed and identified on the map attached hereto and incorporated by reference as Figure A.

1.2 Upon the death of both Blake and Ryan Byrd, or at any earlier time at their discretion, ownership of the sirens shall transfer to the City of Cumberland without compensation.

1.3 The Byrds may not transfer ownership or control of the sirens to any individual, organization, or entity other than the City of Cumberland.

1.4 If the Byrds become unable or unwilling to maintain legal ownership for any reason, ownership shall automatically and immediately transfer to the City.

2. Installation and Expansion

2.1 The sirens listed in Figure A constitute the full and current system covered by this Agreement.

2.2 No additional sirens shall be installed within or around the City without the prior

written approval of the City of Cumberland.

3. Operation and Coordination

3.1 The Byrds shall ensure that the sirens are operated in compliance with all applicable federal, state, and local laws and regulations.

3.2 Operation of the sirens shall be conducted under the guidance and direction of the City of Cumberland Chief of Police, the Barron County Sheriff, and Barron County Emergency Management.

3.3 The Byrds shall coordinate all operational procedures, activation protocols, and testing schedules with the City and appropriate county officials.

4. Costs and Financial Responsibility

4.1 The Byrds acknowledge that they shall bear all costs related to ownership, operation, maintenance, insurance, and replacement of the sirens unless otherwise agreed to in writing by the City.

4.2 The Byrds shall not incur or commit any costs, charges, or obligations on behalf of the City without prior written authorization from the City of Cumberland.

5. Liability and Indemnification

5.1 The Byrds acknowledge and agree that the City shall not be held liable for any damages, injuries, or losses arising from or related to the installation, ownership, operation, or maintenance of the sirens prior to transfer of ownership.

5.2 The Byrds hereby release and discharge the City, its officials, employees, and agents from any and all liability associated with the sirens.

5.3 The Byrds further agree to indemnify and hold harmless the City, its officials, employees, and agents against any claims, suits, damages, or expenses arising from the sirens prior to the transfer of ownership.

6. Donation and Encumbrance

6.1 The parties acknowledge that the sirens represent a future encumbered donation to the City of Cumberland for public safety purposes.

6.2 The Byrds shall not remove, sell, dismantle, or otherwise dispose of any sirens identified in Figure A without the prior written consent of the City.

7. Transfer of Ownership

7.1 Upon transfer of ownership under this Agreement, all rights, responsibilities, and control over the sirens shall pass to the City.

7.2 The City shall then assume operation, maintenance, and decision-making authority for the siren system.

8. Amendment and Termination

8.1 This Agreement may be amended only by a written instrument signed by all parties.

8.2 This Agreement shall remain in effect until ownership of all sirens has been transferred

to the City.

9. Miscellaneous

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

9.2 Any notices required under this Agreement shall be in writing and delivered to the following addresses:

City of Cumberland, Wisconsin
Attn: Randy Reeg, City Administrator
950 1st Avenue
Cumberland, WI 54829

Blake and Ryan Byrd
[Mailing Address]
[City, State ZIP]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF CUMBERLAND, WISCONSIN

By: _____

Daniel C. Shoemaker, Mayor

Date: _____

Attest:

Arlene Frisinger, City Clerk

Date: _____

BLAKE BYRD

Signature: _____

Date: _____

RYAN BYRD

Signature: _____

Date: _____

Attachment: Figure A – Map of Current Emergency Siren Locations