Cumberland Municipal Utility Committee Monthly Meeting
Cumberland City Hall
950 1st Ave., Cumberland, WI 54829 **Date February 19, 2026** **Time: 11:00 AM**

Attendance:

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

Other Attendees : Gene Pierce, Casey Delawyer, Katie Goin, Ryan Rudeen, Amanda Cook, Cassie Miller

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	Chairman Schroeder called the meeting to order @ 11:00 A.M.. Bill Lussier participated by teleconference.
2. Public Comment	None
3. Approval of agenda	Michael Benjamin made a motion to approve the agenda with items #5 through #14 reversed in order. John Anderson seconded. Motion adopted.
4. Discuss and approve Utility Committee meeting Minutes of January 22, 2026	Michael Benjamin made a motion to approve the Utility Committee meeting minutes of January 22, 2026 with item #12)a. amended to read; "It was the general consensus of the committee to postpone the amendment to the EOR engineering contract in the amount of $33,357.85 until the February meeting to allow more time for review of the amendment in relation to the original contract and ensure there are no duplicate charges." John Anderson seconded. Motion adopted.
5. Fiscal Report and Review	
6. STRATEGIC a. Project Prioritization **b. Capital Plan** **i. 2026 – 2030 5-Year Capital Plan** c. Finance Plan i. Alternatives – Revenue vs. Debt ii. Debt Acquisition iii. Grants	6.b.i. John Anderson made a motion to recommend the City Council approve the 2026 Capital Plan as presented. Michael Benjamin seconded. Motion adopted. Additional discussion and prioritization of projects from 2027 – 2030 is required prior to approval of the Capital Improvement Plan those years.

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TOPIC	DISCUSSION
d. Rate Impacts e. Real Estate f. Policies i. Working Capital Reserve Policy g. PILOT Payments	
7. Quarterly Performance a. Budget – Plan vs. Actual b. Utilization	
8. OPERATIONS	
Electric Utility **9.** Discussion and possible action relating to Electric Utility operations including: a. TBA **10. Discussion and possible action relating to Electric Utility capital projects including:** **a. Generation 6 rebuild invoices from Fair Banks** **b. AMI**	10.a. John Anderson made a motion to recommend the City Council approve payment of invoices to Fairbanks Morse, LLC. in the amount of $632,159.73 for Generation 6 rebuild. Michael Benjamin seconded. Motion adopted. 10.b. John Anderson made a motion to recommend the City Council approve moving forward with AMI pursuing the Core and Main proposal. Bill Lussier seconded. 3 committee members voted yes with 1 dissenting vote. Motion adopted.
Water Utility 11. Discussion and possible action relating to Water Utility operations including: a. TBA **12. Discussion and possible action relating to Water Utility capital projects including:** **a. Reimbursement of General Fund for Utility expense portion of Capital projects.**	12.a. Michael Benjamin made a motion to recommend the City Council approve moving $237,807.23 from the Utility to the City's General Fund for the Utility's expense portion of Capital Projects. John Anderson seconded. Motion adopted.

Cumberland Municipal Utility Committee Monthly Meeting
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950 1st Ave., Cumberland, WI 54829 **Date February 19, 2026** **Time: 11:00 AM**

TOPIC	DISCUSSION
Sewer Utility **13. Discussion and possible action relating to Sewer Utility operations including:** **a. Proposal from Staab Construction in the amount of $20,700** **14. Discussion and possible action relating to Sewer Utility capital projects including:** **Change Order #6 from James Peterson and Sons, Inc. for a decrease of $373,788.77.** **a. Final AFP #9 from James Peterson and Sons, Inc. in the amount of $146,657.35.**	13.a. John Anderson made a motion to approve the proposal for Staab Construction in the amount of $20,700. Michael Benjamin seconded. Motion adopted. 14.a. Michael Benjamin made a motion to recommend the City Council approve Change Order #6 from James Peterson and Sons, Inc. for a decrease of $373,788.77. John Anderson seconded. Motion adopted. 14.b. John Anderson made a motion to recommend the City Council approve Final AFP #9 for James Peterson and Sons, Inc. in the amount of $146,657.35. Michael Benjamin seconded. Motion adopted.
OTHER UTILITY TOPICS	
15) Manager's Update **a. Dairyland Scholarship**	By general consensus, the committee agreed to have Dairyland Power contribute $1,000 for a scholarship awarded by Cumberland Utility to a senior at Cumberland High School.
16) Future Agenda Items	Nothing noted.
17) Adjourn	Meeting adjourned unanimously at 12:50 P.M..

FORSTER
ELECTRICAL ENGINEERING

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made as of March 16, 2026 ("Effective Date") between Cumberland Municipal Utility ("Owner") and Forster Electrical Engineering, Inc. ("Engineer").

1. Work Order. From time to time, Owner may request Engineer to provide professional services for specific projects and/or to provide consulting services in general (the "Services"). Each engagement for services may be documented by a work order substantially in the form of Attachment 1 to this Agreement and executed by Owner and Engineer or by verbal or electronic communication. Each engagement for services shall be known as a "Work Order". The parties shall use their best efforts to document each engagement in writing. If a Work Order is for professional services for a specific project, the Work Order may include a description of the project ("Project"), the professional services to be provided by the Engineer and the Project schedule. All Services provided pursuant to a Work Order shall be subject to the terms of this Agreement.

2. Term and Termination. This Agreement shall be effective for Work Orders issued after the Effective Date and shall remain in effect until terminated in writing by either party upon not less than sixty (60) days prior notice. Should this Agreement be so terminated, signed Work Orders shall be completed by Owner and Engineer.

3. Compensation. Owner shall pay Engineer on a lump sum or hourly basis as set forth in the Work Order.. If no compensation arrangements are set forth in the Work Order, Services provided by Engineer will be billed at Engineer's then current billing rates.

Engineer will submit invoices monthly. If Engineer is providing work under more than one Work Order, each Work Order shall be invoiced separately. Invoices are payable within forty-five (45) days following the invoice date. Payments not received by Engineer within 45 days shall be considered delinquent and subject to a late payment charge of 1% per month, accruing from the invoice date. Engineer may suspend Services should an invoice for that Work Order remain delinquent for 75 days from the invoice date. Any costs incurred by Engineer in collecting any delinquent amounts, including without limitation, reasonable attorney's fees, shall be reimbursed by Owner. If Owner disputes a portion of any invoice, the undisputed portion shall be paid by Owner by the due date and Owner shall promptly advise Engineer in writing of the basis for the disputed portion of the invoice.

4. Owner Responsibilities. Owner shall, within a reasonable time following the receipt of a signed Work Order:

a. Place at Engineer's disposal information in the Owner's possession pertinent to the Work Order. Unless Owner indicates otherwise, Engineer shall be entitled to rely on information made available by Owner as accurate, without independent verification.

b. Examine all documents presented by Engineer for review and, when requested by Engineer, render decisions pertaining to the documents.

c. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Services provided under the Work Order.

d. Unless the Work Order provides otherwise, arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform the Services described in the Work Order.

e. Provide such professional legal, accounting, financial and insurance counseling services as may be required by Owner or reasonably requested by Engineer in the Work Order.

5. Engineer Responsibilities.

a. Engineer represents that it holds all licenses required and necessary to provide the professional engineering Services to be performed under this Agreement and any Work Order executed under this Agreement.

b. Engineer will exercise reasonable skill, care, judgment and diligence in the performance of the Services and will carry out its responsibilities in accordance with customarily accepted good professional practices (the "Standard"). If Engineer fails to meet the foregoing Standard, Engineer will perform at its own cost, and without reimbursement from Owner, the professional Services necessary to correct errors and omissions that are caused by Engineer's failure to comply with this Standard and that are promptly reported to Engineer upon discovery by Owner or as limited by statute. Engineer shall perform at its sole cost any tests reasonably required by Owner to verify that necessary corrections to the Work have been made. In addition, Engineer will be responsible to Owner for damages caused by its negligent conduct to the extent of Engineer's insurance coverage under Section 7 of this Agreement.

c. Engineer shall perform the Services within the timeframes set forth in the Work Order. If a Work Order does not include specific timeframes, Engineer shall perform the Services as expeditiously as is consistent with the Standard and the requirements of the Project as described in the Work Order.

d. Engineer shall review and comply with applicable laws, codes, and regulations applicable to its provision of the Services. Engineer shall also review and comply with the requirements imposed by governmental authorities having jurisdiction over a Project described in a Work Order. Engineer will use reasonable professional efforts and judgment to correctly interpret and apply such requirements.

e. Engineer shall use its judgment as a design professional to provide evaluations of Owner's budget, if any, for the Cost of the Work, a preliminary estimate of the Cost of the Work, or updated estimates of the Cost of the Work prepared by Engineer. The term "Cost of Work" means the sum of all costs necessary for proper performance of the Project at issue. It is recognized, however, that neither Engineer nor Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Engineer.

f. Engineer shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Work Order.

g. In no event will Engineer be liable for any special, indirect or consequential damages including, without limitation, loss of revenue or profits, lost production, claims by customers of Owner, or governmental fines or penalties. Engineer's aggregate liability for all damages connected with the Services described in a Work Order shall not exceed Engineer's insurance coverage under Section 7 of this Agreement.

h. Notwithstanding any other provision of this Agreement, the obligations and remedies stated in this Section 5 are in addition to such other remedies as may be available to Owner in equity. Engineer shall not be excused from its obligations by Owner's failure to inspect, failure to discover defective work, approval of or payment for the work or any portion thereof.

6. Documents.

a. Documents Provided by Engineer. All documents and work prepared by Engineer pursuant to a Work Order are instruments of service in respect of the Services described in the Work Order. They are not intended or represented to be suitable for reuse by Owner or others in contexts beyond those described in the Work Order or the Project covered by the Work Order. Any reuse by Owner without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall acquire all rights, title and interest in such documents and work.

b. Documents Provided by Owner. If Owner requests Engineer to reuse, copy of adapt all or portions of reports, plans or specifications prepared by others, Owner represents that Owner either possesses or will obtain permission and necessary rights in copyright, patents or other proprietary rights and will be responsible for any infringement claims by others over such rights.

7. Insurance. Engineer shall maintain insurance coverages through the term of this Agreement in the following minimum amounts:

a. Engineer shall maintain insurance coverage throughout the term of this Agreement in the following minimum amounts:

i. Workers Compensation: Statutory.
ii. Commercial general liability: $2,000,000 for each occurrence.
iii. Automobile liability: $1,000,000 for each occurrence.
iv. Employer liability: $500,000 per accident, $500,000 per employee, with a $500,000 policy limit.
v. Commercial Umbrella: $3,000,000.
vi. Professional liability/errors and omissions: $2,000,000.

b. Owner shall maintain insurance coverages throughout the term of this Agreement in the following minimum amounts:

i. Workers Compensation: Statutory

ii. Commercial general liability: $2,000,000 for each occurrence
iii. Automobile liability: $1,000,000 for each occurrence
iv. Employer liability: $500,000 per accident, $500,000 per employee, with a $500,000 policy limit.

Upon request, Engineer and Owner shall each furnish to the other party certificates evidencing the insurance coverage required by this Agreement.

8. General Provisions Applicable to All Work Orders.

a. Cooperation. Engineer and Owner shall, at all times, cooperate fully and in good faith with each other to enable Engineer to perform the Services. Such cooperation shall include, without limitation, the timely provision of requested information and the timely review of drafts, concepts, drawings, and other materials prepared by Engineer.

b. Force Majeure. In the event Engineer shall be delayed or hindered in or prevented from the performance of any Services by reason of strikes, lockouts, labor disputes, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, , or other reason of a like nature not attributable to the negligence or fault of Engineer ("Force Majeure"), then performance of the Services shall be excused for the period of the Force Majeure and the period for performance of the Services shall be extended for an equivalent period. If the cost to Engineer in performing the Services has increased as the result of such Force Majeure, Engineer shall be entitled to a reasonable increase in compensation to account for the effect of the Force Majeure.

c. Rights and Benefits. Engineer's services will be performed solely for the benefit of Owner and not for the benefit of any other persons or entities.

d. Designated Owner Representative. Owner shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to a Project covered by a Work Order. Owner or its Designated Representative shall render decisions and approve Engineer's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Engineer's Services and the Project schedule described in the Work Order, and any Project schedule.

e. Tests, Inspections, And Reports. When required for a Project by law or the terms of a Work Order, Owner shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

f. Owner Provided Services And Information.

Engineer shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Owner, its Designated Representative, and any other engineers and contractors retained by Owner ("Owner's Engineers") to perform services on a Project described in a Work Order. Engineer shall have no responsibility for the technical content of Owner's, its Designated Representative's, and Owner's Engineers' services and information but shall provide

prompt written notice to Owner if Engineer becomes aware of any error, omission, or inconsistency in such services or information.

g. Mutual Waiver Of Consequential Damages. Engineer and Owner waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity.

h. Site Conditions. Unless otherwise provided in a Work Order, documents prepared by Engineer will be prepared based upon reasonable assumptions derived from existing information provided by Owner and from observations of the existing conditions by Engineer without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Owner. In that case, it is understood and agreed that unforeseen conditions that could not have been reasonably anticipated may be uncovered during the progress of the Work which may require changes in the Work Order resulting in additional cost and delay.. Equitable adjustments to the timetable and cost of the Services required by such changes shall be memorialized in a written change to the applicable Work Order and executed by both Parties.

i. Suspension of Work Order. In the event of suspension of Services under a Work Order, for any other reason beyond Engineer's control, Engineer shall have no liability to Owner for delay or damage resulting from such suspension. Prior to resuming Services under a Work Order, Engineer shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses. In addition, Engineer's fees for remaining Services under the Work Order if based on a lump sum and associated time schedules will also be equitably adjusted.

j. Termination of a Work Order. Owner may terminate a Work Order at any time, in whole or in part, with or without cause, by providing a written notice of termination to Engineer specifying the Work Order or portion of the Work Order to be terminated. Upon receiving such notice of termination, Engineer shall immediately discontinue its Services under the Work Order as specified in the termination notice; return all documents provided by Owner; and identify the direct and indirect costs it incurred to perform the Services prior to the termination notice, including incidental costs associated with the termination and, solely for terminations without cause, a termination fee of ten percent (10%) of fees not yet earned under the Work Order, subject to Owner's audit rights. Upon termination and payment by Owner of any amounts owed to Engineer as provided herein, Owner shall have no further obligation to Engineer with respect to the terminated Work Order.

k. Law Applicable to Claims Against Owner. Nothing contained within this Agreement is intended to be a waiver or estoppel of Owner or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stats. §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, Owner or its insurer will not be liable in indemnity or contribution for an amount greater than the limits of liability for claims established by Wisconsin law.

9. Miscellaneous.

a. Notices. Any notice required or permitted under this Agreement will be in writing and sent to Owner or Engineer, as applicable, by personal delivery, first class mail, postage prepaid, email, or an overnight commercial courier service to the address below. All notices shall be deemed given when delivered, mailed or emailed in accordance with this Section.

If to Engineer: Forster Electrical Engineering, Inc.
550 North Burr Oak Avenue
Oregon, WI 53575
Email: forstereng@forstereng.com

If to Owner: Cumberland Municipal Utility
950 1st Avenue
Cumberland, WI 54829
Email:jordan@cmutility.com

b. Survival. All representations, waivers, indemnifications, and limitations of liability applicable to a Work Order in this Agreement will survive its completion or termination for any reason.

c. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Engineer.

d. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement or any Work Order under this Agreement.

e. Dispute Resolution, Choice Of Law And Choice Of Venue. In the event of a dispute relating to the terms of this Agreement or any Work Order under this Agreement, the parties shall first make a good faith effort to resolve the dispute informally or through the use of mediation before proceeding to litigation. If litigation is necessary to enforce this Agreement or any Work Order under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses. The laws of the state of Wisconsin shall govern the validity of this Agreement and any Work Order, the construction of its terms, and the interpretation of the rights and duties of the parties hereto. Any dispute regarding this Agreement or any Work Order under this Agreement shall be brought in a court of competent jurisdiction located in the Wisconsin county in which the Owner is located.

f. Entire Understanding. This AgreFement and attachments constitute the entire understanding and agreement of the parties and supersede any and all prior agreements, understandings, and representations relating to the subject matter of this Agreement. In the event of any conflicting provisions of this Agreement and any subsequent writing signed by Owner and Engineer, the provisions of the subsequent writing shall control.

g. Modification Or Amendment. No amendment, change, or modification of this Agreement shall be valid unless in writing signed by Owner and Engineer. A written Work

Order signed by both parties may modify the terms of this Agreement as applied to that specific Work Order.

Counterparts. Execution and delivery of this Agreement by exchange of electronically scanned and emailed copies bearing the manual signature or electronic signature of a party shall constitute a valid and binding signature. Delivery of this Agreement may be by electronic means such as e-mail or pdf which shall have the same effect as if delivered with original signatures.

h.

The parties have executed this Agreement as of the Effective Date.

ENGINEER:
FORSTER ELECTRICAL ENGINEERING, INC.

By: _____
Name: _____
Title: _____

OWNER:
CUMBERLAND MUNICIPAL UTILITY

By: _____
Name: _____
Title: _____

(Signature Page to Forster Electrical Engineering, Inc. Master Agreement for Professional Services)

4877-1448-2900

FORSTER
ELECTRICAL ENGINEERING

550 N. Burr Oak Ave.
Oregon, WI 53575
(608) 835-9009

"Excellence in electrical distribution design since 1981"

Billing Rates for 2026 Engineering Services

Engineering/Design Services	Rate
Owner	$300.00
Supervising Engineer	$250.00
Project Manager	$250.00
Engineer 4	$200.00
Engineer 3	$180.00
Engineer 2	$160.00
Engineer 1	$140.00
Engineering Technician 4	$180.00
Engineering Technician 3	$160.00
Engineering Technician 2	$140.00
Engineering Technician 1	$125.00

Drafting and Support Services	
Cad Technician 3	$140.00
Cad Technician 2	$125.00
Cad Technician 1	$110.00
Administrative Assistant	$125.00

A 5% markup will be applied to subcontractor costs billed through Forster Electrical Engineering

Copies	$0.15/sheet
Mileage automobile	Current IRS Standard Mileage Rate
Postage/shipping	Actual cost incurred
Plotted drawings	Actual cost incurred
Lodging/meals for projects requiring overnight stay	Actual cost incurred

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI

405 North Star Rd, Holmen, WI 54636

DATE: 2/4/2025

CBS2
770 Technology Way
Chippewa Falls, WI 54729

Attn: Claudia Devalk/Jon Strand

Re: Cumberland Wellhouse #6
Cumberland, WI

REQUEST FOR CHANGE ORDER

Request for Change order is for soil conditions that were caused by the spring thaw. See attached

Chippewa Valley Excavating	$27,229.80
15% P&O	N/A
Subtotal	$27,229.80
Deduct for area of the building as detailed on sheet S001 under footings and foundation note #1	$7,229.80
TOTAL	**$20,000**

Sincerely,

Justin Yahnke

Justin Yahnke
Vice President
Attachments

Phone 608-526-4622 Fax 608-526-4690 Email:office@olympicbuildersgc.com

6451 160th Ave, Bloomer WI 54724
715-559-0443/ damian@cvexcavating.com

CHANGE ORDER

Page #1

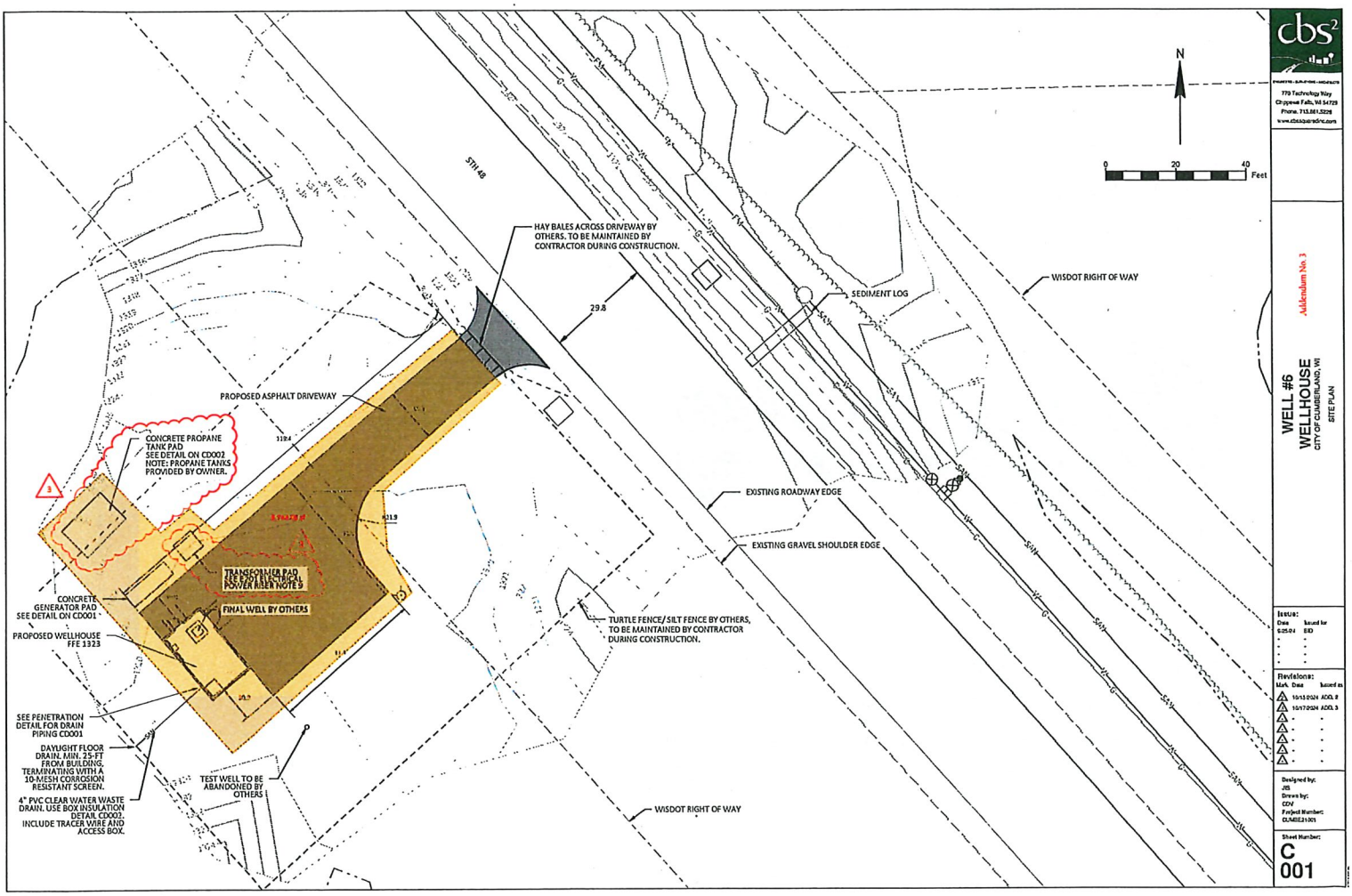
Contractor:	Olympic Builders
Job Name:	Cumberland Wellhouse
Address:	1225 WI-48 Cumberland WI
Email:	justin.yahnke@olympicbuildersgc.com

Job Description: Unsuitable Soils

ITEM #		UNIT	QTY	UNIT PRICE	TOTAL
1	Excavate Out Unsuitable Soils	CY	570		$ -
	Material	EA	0		$ -
	Labor	HR	40	$ 71.37	$ 2,854.80
	Equipment	HR	40	$ 90.00	$ 3,600.00
2	Haul Out Unsuitable Soils & Dispose	CY	570		$ -
	Material - Dump Fee	CY	570	$ 6.00	$ 3,420.00
	Labor	HR	20	$ 57.88	$ 1,157.60
	Equipment	HR	20	$ 65.00	$ 1,300.00
3	Import Fill Material	CY	570		$ -
	Material	CY	570	$ 10.50	$ 5,985.00
	Labor	HR	20	$ 57.88	$ 1,157.60
	Equipment	HR	20	$ 65.00	$ 1,300.00
4	Place & Compact Imported Fill				$ -
	Material	EA	0		$ -
	Labor	HR	40	$ 71.37	$ 2,854.80
	Equipment	HR	40	$ 90.00	$ 3,600.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				EXCAVATION BID TOTAL	$ 27,229.80

Joshua E LaGesse	5/23/25		
Authorized Signature / Contractor	Date	Authorized Signature / Owner	Date

Estimates are valid for 14 days, prices subject to change.
Qauntities exceeding amount listed above are subject to additional cost.



cbs²

770 Technology Way
Chippewa Falls, WI 54729
Phone: 715.861.2525
www.cbsassociates.com

Addendum No. 3

WELL #6
WELLHOUSE
CITY OF CUMBERLAND, WI
SITE PLAN

Issue:
Date: 9.25.24
Issued for: BID

Revisions:
Mark: 1 — Date: 10-11-2024 — Issued as: ADDL 2
Mark: 2 — Date: 10-17-2024 — Issued as: ADDL 3

Designed by: JES
Drawn by: CDV
Project Number: CUMBE21001

Sheet Number:
C 001

P:\CUMBE\C21001 - WELL 6\CAD\CSD\DESIGN\SITE DESIGN_WELLHOUSE PROJECT OPT 1.DWG
10/16/2024 3:56:06 PM

Outlook

Fw: Cumberland Unsuitable Soil

From Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Date Sun 4/13/2025 9:48 AM
To Claudia DeValk <cdevalk@cbssquaredinc.com>
Cc Josh LaGesse <josh@cvexcavating.com>; Olympic Builders Office <office@olympicbuildersgc.com>

5 attachments (30 MB)
IMG_6471.jpg; IMG_6472.jpg; IMG_8563.jpg; IMG_8564.jpg; IMG_8566.jpg;

Claudia,
See attached photos and comments from Josh with CVE. There is a significant amount of mud that has to be removed to get down to a suitable soil.

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI

Justin Yahnke
Cell - (608)-792-8969
Office - (608)-526-4622

From: Josh LaGesse <josh@cvexcavating.com>
Sent: Friday, April 11, 2025 4:03 PM
To: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Subject: Cumberland Unsuitable Soil

Hey Justin,

Attached are pictures of the soils that we are dealing with onsite.
It is very unsuitable to build a structure upon or even work atop of.

Thanks,

Josh LaGesse
Chippewa Valley Excavating, LLC
Chippewa Valley Soil Tech & Septic, LLC
Chippewa Valley Materials, LLC
715.563.3496
josh@cvexcavating.com

Outlook

Re: Cumberland Unsuitable Soil

From Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Date Tue 6/24/2025 1:41 PM
To Jon Strand <jstrand@cbssquaredinc.com>; Claudia DeValk <cdevalk@cbssquaredinc.com>
Cc Olympic Builders Office <office@olympicbuildersgc.com>

2 attachments (7 MB)
Unsuitable Soils Replacement Area.pdf; Unsuitable Soils Replacement Area.pdf;

Jon/Claudia,
At our last progress meeting this was discussed in further detail. Attached is a marked drawing from CVE for the area in question along with email explaining depths of corrections.

Due to the time of year, there was no frost but the ground was extremely saturated throughout the site from thawing. Along with the well drilling being completed right before our work starting, the ground was unsuitable to build anything on, including driveway, equipment pads and access to the site from highway

With no boring logs given at bid time, there is no possible way to know type of soil on this site. Any equipment that was onsite anyway, would sink.

As we discussed in the meeting, Olympic Builders, in good faith effort, will waive any contractor fees.

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI
Justin Yahnke
Cell - (608)-792-8969
Office - (608)-526-4622

From: Jon Strand <jstrand@cbssquaredinc.com>
Sent: Monday, June 9, 2025 8:41 AM
To: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>; Claudia DeValk <cdevalk@cbssquaredinc.com>
Subject: RE: Cumberland Unsuitable Soil

Justin,

Contractor is responsible for verifying soil bearing capacity and performing all required corrections prior to foundation construction.

FOOTINGS AND FOUNDATIONS

1. FOUNDATIONS HAVE BEEN DESIGNED BASED UPON AN ASSUMED NET SOIL BEARING CAPACITY OF 1500 PSF. GENERAL CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL BEARING CAPACITY AND PERFORMING ALL REQUIRED CORRECTIONS PRIOR TO FOUNDATION CONSTRUCTION.

2. THE NET ALLOWABLE SOIL BEARING PRESSURE SHALL BE FIELD VERIFIED BY A LICENSED SOILS ENGINEER PRIOR TO PLACING FOOTINGS.

Jon Strand, PE
Project Manager

C: (715) 829-7979
E: jstrand@cbssquaredinc.com

CBS Squared, Inc.
770 Technology Way, Suite 1A
Chippewa Falls, WI 54729

The information contained in this e-mail (and any attachments) is confidential and may not be used by anyone other than the addressee. If you are not this intended recipient please notify us immediately.

From: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Sent: Sunday, June 8, 2025 8:30 PM
To: Claudia DeValk <cdevalk@cbssquaredinc.com>
Cc: Jon Strand <jstrand@cbssquaredinc.com>
Subject: Fw: Cumberland Unsuitable Soil

Claudia,
See comments below from Josh with CVE and attached breakdown. There is no direction with in the contract documents on the extent of any soil corrections, weather its 8" or 4'. There were no soils report available at bid time.

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI

Justin Yahnke
Cell - (608)-792-8969
Office - (608)-526-4622

Outlook

Re: Cumberland Wellhouse Unsuitable Soils

From Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Date Wed 2/4/2026 2:13 PM
To Claudia Devalk <cdevalk@cbssquaredinc.com>
Cc Jon Strand <jstrand@cbssquaredinc.com>; admin team <admin@cbssquaredinc.com>; Josh LaGesse <josh@cvexcavating.com>; Olympic Builders Office <office@olympicbuildersgc.com>

Claudia,

This issue all stems from the time of year we were directed to start, which was not what our intentions or plans from the bidding documents were. We were delayed by the previous contract, which is out of our control and pushed us into season when the ground is thawing.

The spring thaw led to the soils being extremely moist and unstable. The only reason we had access to the site is because it is on Highway 48 and no road bands are enforced.

Our work started in the right away of Highway 48 and pushed into the site. A rep from CBS2 was onsite observing installation and soil conditions. Photos were emailed 4/13/25. We sent an email showing the soil conditions, which were abnormally wet due to ground thawing and spring temperatures. As stated in the email, we had PSI onsite as a Geotech for testing.

I reviewed the document and the area shaded in blue is 53.3% of the overall area of corrections. Olympic does agree that the soil corrections under the building would fall under note number 1 on sheet S001 under footings and foundations. This only accounts for about 25% of the soil corrections. Again, due to the time of year and current thawing, we were not able to use the soils on site for green spaces or grading the site.

It was discussed and agreed upon to pay for the winter conditions for a total of $14,418.14. Winter caused the issue we are discussing along with the added moisture from drilling the well. We have Change Orders that have not been signed by the owner or the funding agency, which both add or removed this agreement.

The Request for soil corrections is $27,229.80. Olympic would agree to the amount of the winter conditions above along with approximately $6,000 of the soil corrections.

This would be a total of $7,229.80 to be covered by Olympic and $20,000 increase Change order to contract.

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI

Justin Yahnke
Cell - (608)-792-8969
Office - (608)-526-4622

From: Claudia Devalk <cdevalk@cbssquaredinc.com>
Sent: Friday, December 19, 2025 10:52 AM
To: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Cc: Jon Strand <jstrand@cbssquaredinc.com>; admin team <admin@cbssquaredinc.com>; Josh LaGesse <josh@cvexcavating.com>
Subject: RE: Cumberland Wellhouse Unsuitable Soils

Justin –

The blue area is where we accept unsuitable soil outside of the LS amount and that is where the 87 CY comes from.

Thank you,

Engineers Architects Surveyors Grant Writers cbs2

Claudia De Valk, PE
Design Lead
C: (920) 460-9048
E: cdevalk@cbssquaredinc.com
CBS Squared, Inc.
770 Technology Way, Suite 1A
Chippewa Falls, WI 54729

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From: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Sent: Friday, December 19, 2025 6:43 AM
To: Claudia Devalk <cdevalk@cbssquaredinc.com>
Cc: Jon Strand <jstrand@cbssquaredinc.com>; admin team <admin@cbssquaredinc.com>; Josh LaGesse <josh@cvexcavating.com>
Subject: Re: Cumberland Wellhouse Unsuitable Soils

I am confused on what the blue color is? the city may have done something there before, but does not change the fact of the time of year we were forced to start our work and soil conditions as the frost was coming out of the ground

Olympic Builders
GENERAL CONTRACTORS, INC.
608-526-4622 HOLMEN, WI

Justin Yahnke
Cell - (608)-792-8969
Office - (608)-526-4622

From: Claudia Devalk <cdevalk@cbssquaredinc.com>
Sent: Thursday, December 18, 2025 2:02 PM
To: Justin Yahnke <justin.yahnke@olympicbuildersgc.com>
Cc: Jon Strand <jstrand@cbssquaredinc.com>; admin team <admin@cbssquaredinc.com>
Subject: Cumberland Wellhouse Unsuitable Soils

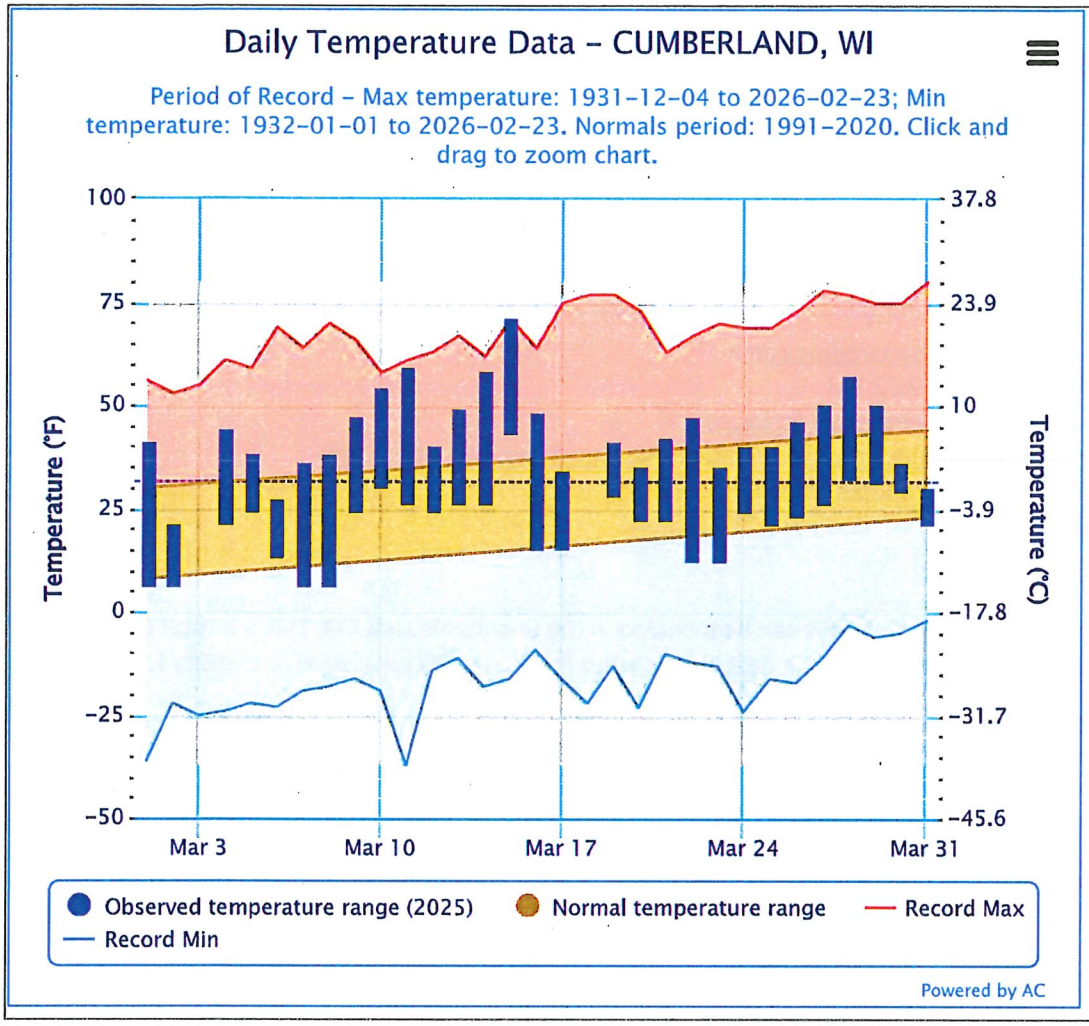
Hi Justin –

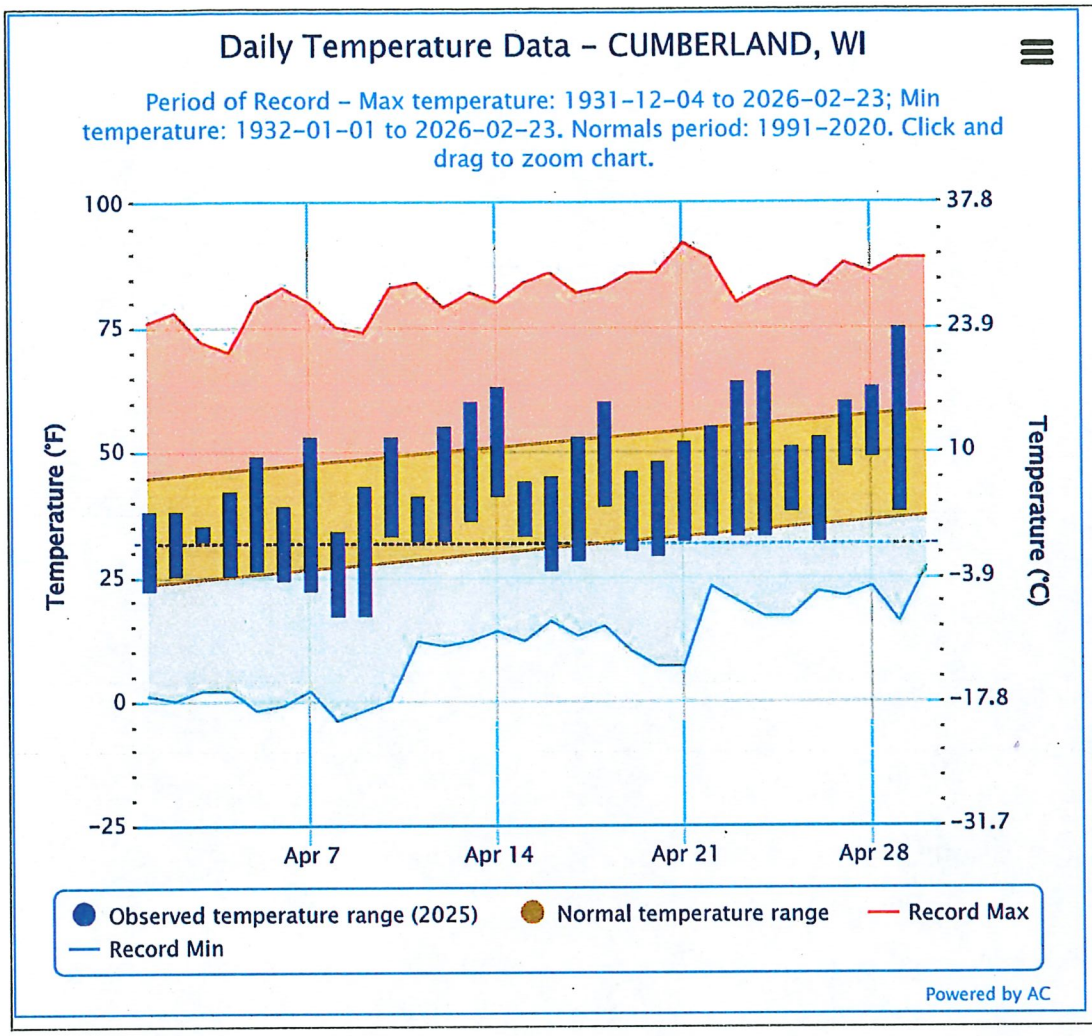
I have a site plan attached showing which soils can be included in the unsuitable soils CO. This is a total of 87 CY, which I have at $3,000 for the change order. The next step is write this up as a CO and send to the City for review.

Thank you,

Claudia De Valk, PE
Design Lead
C: (920) 460-9048
E: cdevalk@cbssquaredinc.com
CBS Squared, Inc.
770 Technology Way, Suite 1A
Chippewa Falls, WI 54729

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Daily Temperature Data - CUMBERLAND, WI
Period of Record - Max temperature: 1931-12-04 to 2026-02-23; Min temperature: 1932-01-01 to 2026-02-23. Normals period: 1991-2020. Click and drag to zoom chart.
Temperature (°F)
Temperature (°C)
100
75
50
25
0
-25
-50
37.8
23.9
10
-3.9
-17.8
-31.7
-45.6
Mar 3
Mar 10
Mar 17
Mar 24
Mar 31
Observed temperature range (2025)
Normal temperature range
Record Max
Record Min
Powered by AC


Daily Temperature Data - CUMBERLAND, WI
Period of Record - Max temperature: 1931-12-04 to 2026-02-23; Min temperature: 1932-01-01 to 2026-02-23. Normals period: 1991-2020. Click and drag to zoom chart.
Temperature (°F)
100
75
50
25
0
-25
37.8
23.9
10
-3.9
-17.8
-31.7
Temperature (°C)
Apr 7
Apr 14
Apr 21
Apr 28
Observed temperature range (2025)
Normal temperature range
Record Max
Record Min
Powered by AC











Arlene Frisinger

From: Jordan Peichel
Sent: Monday, March 9, 2026 2:58 PM
To: Arlene Frisinger
Subject: Fw: Sewer Charges @ the Summit Building, 1434 2nd Ave

For agenda.

Thanks,

Jordan Peichel

Utility Manager
Cumberland Municipal Utility
1265 2nd Avenue
Cumberland, WI 54829
Office-715-822-2595
Email- jordan@cmutility.com

www.cumberlandutilities.com

From: Todd Alguire <toddalguire@gmail.com>
Sent: Monday, February 23, 2026 1:34 PM
To: Jordan Peichel <jordan@cmutility.com>
Subject: Sewer Charges @ the Summit Building, 1434 2nd Ave

Hi Jordan,
Todd here from the Opera House and the Summit Building.

As we discussed last week about the Sewer Charges ($1751.91) for account # 5-170-09 at 1434 2nd Ave.

During that Cold Snap we had a couple weeks ago one of the vacant apartments froze up, it was a toilet valve that stayed running for quite some time. I was unable to hear this leak and wasn't aware of it.

We had 7 other freeze up breaks in the building that we addressed and thought we had them all, we were wrong.

What I am asking from the city of Cumberland is if this charge could be reduced or if any credit be given, or if this could be a ONE TIME Sewer cost credit.

This Building has been a real challenge with lots of different things needed to be done to bring it up to current codes, in next few weeks I will have the whole building getting rewired and new meters installed as we discussed.

Any help the City could help out with would be very much appreciated.

Jordan, please print this email out and provide copies to anyone that needs to be involved with making these decisions.

Thank you for your consideration on this matter and please let me know.



Todd Alguire
612-412-6498
Ready-Restoration.com

ORDINANCE NO. 2026-820
An Ordinance to Amend Section 13.02(3)(e) of the City of Cumberland Code of Ordinances Regarding Sewer Connections

The Common Council of the City of Cumberland, Wisconsin, do ordain as follows:

SECTION 1. Amendment.
Section 13.02(3)(e) of the Code of Ordinances is hereby repealed and recreated to read as follows:

(e) At such time as a public sewer becomes available to a property served by a private wastewater disposal system, as provided in paragraph (d), a direct connection shall be made to the public sewer within sixty (60) days in compliance with this section.

Notwithstanding the foregoing, the City may grant a deferral of the connection requirement in increments of five (5) years, provided that the property owner demonstrates to the satisfaction of the City that:
1. The private wastewater disposal system was installed less than twenty (20) years prior to the date the public sewer became available to the property; and
2. The system has been inspected within the preceding twelve (12) months by a licensed POWTS inspector or maintainer and is certified to be in good working order and in compliance with applicable Wisconsin Administrative Code requirements.

The burden of proof shall be upon the property owner to provide documentation establishing the installation date, inspection report, and compliance status of the system. No deferral shall extend the use of a private wastewater disposal system beyond twenty (20) years from the date of its installation. Upon expiration of the maximum deferral period, or upon failure of the system, whichever occurs first, the property shall be connected to the public sewer.

Upon connection to the public sewer, any septic tanks, cesspools and similar private wastewater disposal facilities shall be cleaned of sludge and filled with suitable material.

SECTION 2. Severability

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder.

SECTION 3. Effective Date

This ordinance shall take effect upon passage and publication as provided by law and shall apply beginning with the next term of office for Municipal Judge.

PASSED, ADOPTED AND APPROVED this 8th day of April 2026.

_____
Daniel C. Shoemaker, Mayor

Date Adopted: _____

Date Published: _____

Effective Date: _____

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 _____,2026.

_____
Arlene Frisinger, Clerk