

Agenda

Common Council of the City of Cumberland

There will be a meeting of the City of Cumberland Common Council on Tuesday, July 7, 2026, at 6:00 p.m. at Cumberland City Hall, 950 1st Ave.

1. Call to order
2. Roll call
3. Pledge of Allegiance
4. CONSENT AGENDA

The City Council, with a single vote and without debate, may act upon the following item. Any council member wishing to debate an individual item may request that it be considered separately.

- a. Approval of agenda
- b. Approve payment of expenses
- c. Approve the minutes:
 - I. June 2, 2026, Council Meeting
 - II. June 12, 2026, Special Council Meeting
 - III. June 26, 2026, Special Council Meeting
- d. Approve of license:
 - i. Operator's Licenses - list provided
 - ii. Rex-Mex -Transient Merchant License
 - iii. Peter & Annie's -Transient Merchant License
 - iv. Lindy's Berries -Transient Merchant License
 - v. La Cocinita – Transient Merchant License
 - vi. Chamber of Commerce -Transient Merchant License
 - vii. Chamber of Commerce – Temp. Class B
 - viii. Chamber of Commerce - Noise Ordinance Variance

5. Public Comment

FINANCE COMMITTEE

6. Discussion and possible action relating to an amendment to Cumberland Municipal Code of Ordinance Section 1.05 Regarding Appointed Officers
7. Discussion and possible action relating to the Zoning and Building Permit Application and associated fees

PLANNING COMMISSION

8. Discussion and possible action relating to Kauffman CSM for parcel 212-1107-63-000
9. Discussion and possible action relating to Ordinance 2026-825 An Ordinance Amending Section 14.07 Regarding Building Permit Requirements

PUBLIC WORKS

10. Discussion and possible action relating to Change Order #2 from Erickson Excavating for TID #9 Industrial Park expansion in the amount of \$10,075
11. Discussion and possible action relating to AFP #3 from Erickson Excavating for TID #9 Industrial Park expansion in the amount of \$110,326.54
12. Discussion and possible action relating to Change Order #3 from Pember for final completion date

UTILITY COMMITTEE

13. Discussion and possible action relating to purchasing replacement parts for Generation not to exceed \$80,000
14. Discussion and possible action relating to HACH contract in the amount of \$10,381
15. Discussion and possible action relating to the Energenics bid to finish the SCADA system for a cost not to exceed \$44,935
16. Discussion and possible action relating to the Staab Construction quote to replace and repair the water piping in the sewer plant for a cost of \$37,100
17. Discussion and possible action relating to DeSantis Excavating, LLC quote for the manhole repair between Bob & Steve's and the Dairy Queen in the amount of \$10,400
18. Discussion and possible action relating to DeSantis Excavating, LLC quote for the manhole work for the city's pulverize and pave areas in the amount of \$13,280
19. Discussion and possible action relating to Well #6 including:
 - a. Agreement for professional services with CBS² for water treatment plant

COMMITTEE UPDATES

CITY ADMINISTRATOR'S REPORT

20. Discussion and possible action relating to the transfer of property to Cumberland Youth Hockey Association
21. Discussion and possible action relating to protocol for roll-call votes
22. Discussion and possible action relating to Barron County Economic Development Corporation annual membership
23. Discussion and possible action relating to proposed Bartingale HVAC contract
24. Discussion and possible action relating to donation to Chamber of Commerce for fireworks

MAYOR'S REPORT

25. Discussion and possible action relating to appointments including:
- a. Appointment of Devon Fredrickson as Weed Commissioner
 - b. Appointment of Tom Lingen as Health Officer
 - c. Appointment of Devon Fredrickson and Jordan Peichel as foresters
 - d. Appointment of Gary Johnson, James Bryce, Jim Anderson, Steve Anderson and Randy Reeg to the Tree Board.
26. Consider moving into Closed Session per Wis. Stats. 19.85(1)(b) and 19.85(1)(e) to discuss the following:
- a. J&A Northwest Construction offer to purchase for Parcel # 212-1107-62-000
 - b. Request from Jonathan Kauffman financial assistance from TID #9 or the Affordable Housing Fund for excessive excavation costs related to Parcel #212-1107-63-000
 - c. Development Agreement for Kauffman Estates Phase 1 in TID #8
 - d. Appeal of Operator's License denial for Mariah Pettit
27. Reconvene into Open Session to take any action as may be necessary or appropriate arising out of Closed Session.
28. Discussion and possible action to award the bid for the Sorensen St. utility extensions in TID #8 to Albrightson Excavating, Inc. in the amount of \$114,932.85
29. Motion to adjourn

Arlene Frisinger, Clerk

***It is possible that a quorum of the Cumberland Utility Committee may attend this meeting. This constitutes a meeting of the Utility Committee and must be noted as such, although the Utility Committee will not take any formal action at this meeting.

POOLED CHECKING

Accounting Checks

Posted From: 6/01/2026 From Account:
Thru: 6/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
59478	6/03/2026	CUMBERLAND ADVOCATE TIDS 8 & 9, COURT, CELEB, LIQ LIC, GEN	1,011.23
59479	6/03/2026	DAMARC QUALITY INSPECTION SERVICES, LLC SEWER, CITY HALL	240.00
59480	6/03/2026	DELL FINANCIAL SERVICES COMPUTER LEASES	624.16
59481	6/03/2026	EO JOHNSON ELECTRIC, WATER, SEWER	658.00
59482	6/03/2026	EO JOHNSON CO INC. LIBRARY	286.23
59483	6/03/2026	ERICKSON EXCAVATING OF CUMBERLAND, INC STREETS, CEMETERY, ELECTRIC, WATER	3,470.00
59484	6/03/2026	INGRAM LIBRARY SERVICES LIBRARY	487.23
59485	6/03/2026	JOHNSON CONTROLS FIRE PROTECTION LP CITY HALL	475.01
59486	6/03/2026	LAKE 30 PLUMBING, LLC PARKS	292.00
59487	6/03/2026	MCMASTER-CARR ELECTRIC	200.70
59488	6/03/2026	MIDWEST TAPE LIBRARY	90.72
59489	6/03/2026	NILSSENS FOODS CITY HALL	27.66
59490	6/03/2026	PETE'S AUTO & CUSTOMS POLICE	84.95
59491	6/03/2026	PIONEER FLOOR MAINTENANCE CITY HALL, LIBRARY	762.00
59492	6/03/2026	PLACHETKA, KATHLEEN LIBRARY	1,795.00
59493	6/03/2026	QUILL CORPORATION LIBRARY	21.51
59494	6/03/2026	SPECTRUM INSURANCE GROUP GEN FUND, AIR, LIB, ELEC, WATER, SEWER	39,917.50
59495	6/03/2026	STEFFEN, ADAM REFUND INS PREMIUM/UNION DEDUCT DIFFEREN	4.40
59496	6/03/2026	T-MOBILE BEACH, BRUSH DUMP, CEMETERY, EAGLE POINT	346.50

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Accounting Checks

Posted From: 6/01/2026 From Account:
Thru: 6/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
59516	6/10/2026	PETE'S AUTO & CUSTOMS ELECTRIC, WATER	46.23
59517	6/10/2026	PETE'S TRAILER SALES, INC. ELECTRIC, WATER	3,990.00
59518	6/10/2026	RESCO ELECTRIC	990.00
59519	6/10/2026	RICHARD ERICKSON LIBRARY	3,875.00
59520	6/10/2026	SEH SHORT/ELLIOT/HENDRICKSON TID #9	17,290.79
59521	6/10/2026	SYNERGY COOPERATIVE STREETS, ELECTRIC, WATER, SEWER	3,735.60
59522	6/10/2026	UPPER MIDWEST MUNICIPAL ENERGY GROUP PURCHASED POWER	39,707.15
59523	6/10/2026	VIERBICHER ASSOCIATES INC CDBG GRANT ADMIN LAKEVIEW DRIVE	350.00
59524	6/10/2026	WATER SURPLUS, INC WATER	3,500.00
59525	6/10/2026	WEST WISCONSIN INSPECTION AGENCY LLC BUILDING INSPECTIONS	3,266.40
59526	6/10/2026	WI SCTF CHILD SUPPORT 5/24/26 - 6/6/26	212.30
59527	6/10/2026	UNITED STATES TREASURY 941 PAYMENT/NOTICE DUE	15,505.66
59528	6/18/2026	ATS - ADVANCED TECHNOLOGY SOLUTIONS MANAGED IT APRIL - JULY	9,984.00
59529	6/18/2026	BARRON ELECTRIC COOPERATIVE ELECTRIC POWER PURCHASED & AIRPORT	79,059.95
59530	6/18/2026	BRIGHTSPEED CITY HALL, AIRPORT, SIRENS, SEWER	843.92
59531	6/18/2026	C.S. ANDERSON CONSTRUCTION, LLC SHOP	3,300.00
59532	6/18/2026	CBS SQUARED INC ELEC, WATER, SEWER, STREETS	18,382.55
59533	6/18/2026	CHARTER COMMUNICATIONS SEWER	149.99
59534	6/18/2026	CHIPPEWA FALLS PUBLIC LIBRARY LIBRARY	27.00

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Accounting Checks

Posted From: 6/01/2026 From Account:
Thru: 6/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
59554	6/18/2026	MCMASTER-CARR ELECTRIC	482.95
59555	6/18/2026	MENARDS SHOP	45.98
59556	6/18/2026	MSA PROF SERVICES INC SEWER	9,655.88
59557	6/18/2026	NORTHERN HISTORIC ART AND RESTORATION LIBRARY	2,000.00
59558	6/18/2026	RICE LAKE PUBLIC LIBRARY LIBRARY	17.99
59559	6/18/2026	SECURIAN FINANCIAL GROUP JULY GROUP LIFE PREMIUMS	1,380.20
59560	6/18/2026	THRYV ELECTRIC, WATER, SEWER	73.40
59561	6/18/2026	US BANK UTILITY CREDIT CARD	2,090.36
59562	6/18/2026	VERIZON WIRELESS EAGLE POINT, AIRPORT	92.46
59563	6/18/2026	WE ENERGIES AIRPORT, ELEC, WATER, SEWER	588.89
59564	6/18/2026	WELD RILEY SC GENERAL, TID#8	3,038.50
59565	6/18/2026	WESCO RECEIVABLES CORP ELECTRIC, WATER	113.73
59566	6/18/2026	WHITE ELECTRIC INC PARKS	184.42
59567	6/25/2026	BACHOWSKI, JAYSON POLICE	99.43
59568	6/25/2026	BARRON PUBLIC LIBRARY LIBRARY	14.99
59569	6/25/2026	BLIND & SHADE FACTORY INC LIBRARY	1,411.66
59570	6/25/2026	BLIND & SHADE FACTORY INC LIBRARY	2,857.42
59571	6/25/2026	BLIND & SHADE FACTORY INC LIBRARY	1,860.88
59572	6/25/2026	BRIGHTSPEED LIBRARY	303.58

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Accounting Checks

Posted From: 6/01/2026 From Account:
Thru: 6/25/2026 Thru Account:

Check Nbr	Check Date	Payee	Amount
59592	6/25/2026	NILSSENS FOODS LIBRARY	99.12
59593	6/25/2026	OLSEN CHAIN & CABLE INC ELECTRIC	5,473.16
59594	6/25/2026	PETE'S AUTO & CUSTOMS POLICE	84.95
59595	6/25/2026	SPARISH, BARB LIBRARY	34.80
59596	6/25/2026	TRACTOR CENTRAL LLC STREETS	44,300.00
59597	6/25/2026	VERIZON WIRELESS ACCT# 283186911-0001/IPADS	308.75
59598	6/25/2026	WE ENERGIES UTILITY SHOP, SEWER	2,552.58
59599	6/25/2026	WI DNR WATER	125.00
59600	6/25/2026	WI SCTF CHILD SUPPORT	212.30
59601	6/25/2026	WOODLAND SIGNS CELEBRATIONS	480.00
06-11 EMP	6/11/2026	EMPOWER DEFERRED COMP	975.00
	Manual Check	6/11/26 EMPOWER CONTRIBUTION	
06-25 EMP	6/25/2026	EMPOWER DEFERRED COMP	975.00
	Manual Check	6-25-26 EMPOWER CONTRIBUTION	
UPS 06-10	6/10/2026	UPS	13.56
	Manual Check	ELECTRIC	
UPS 06-15	6/15/2026	UPS	50.44
	Manual Check	ELECTRIC	
EFTPS 06-11	6/11/2026	EFTPS - SS/MED/FED W/H	24,126.52
	Manual Check	6-11-26 PAYROLL TAX PAYMENT	
EFTPS 06-25	6/25/2026	EFTPS - SS/MED/FED W/H	22,881.53
	Manual Check	6-25-26 PAYROLL TAX PAYMENT	
06-11 NATION	6/11/2026	NATIONWIDE DEFERRED COMP	400.00
	Manual Check	6/11/26 DEFERRED COMP CONTRIBUTION	
06-25 NATION	6/25/2026	NATIONWIDE DEFERRED COMP	400.00
	Manual Check	6-25-26 NATIONWIDE PAYMENT	
JUN CAMSPOT	6/11/2026	CAMSPOT	348.98
	Manual Check	JUNE CAMSPOT FEE	

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POOLED CHECKING

Accounting Checks

Posted From: 6/01/2026 From Account:
Thru: 6/25/2026 Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	165,139.68
Total Expenditure from Fund # 210 - LIBRARY	28,716.02
Total Expenditure from Fund # 220 - AIRPORT	4,550.07
Total Expenditure from Fund # 230 - CEMETERY	967.59
Total Expenditure from Fund # 405 - CAPITAL PROJECTS FUND	3,367.00
Total Expenditure from Fund # 408 - TID #8	4,072.94
Total Expenditure from Fund # 409 - TID #9	258,503.60
Total Expenditure from Fund # 420 - EQUIP REPLACEMENT FUND	45,535.01
Total Expenditure from Fund # 610 - ELECTRIC	161,543.54
Total Expenditure from Fund # 620 - WATER	182,537.29
Total Expenditure from Fund # 640 - SEWER	55,257.29
Total Expenditure from all Funds	910,190.03

COMMON COUNCIL

June 2, 2026

The Common Council of the City of Cumberland met on Tuesday, June 2, 2026, 6:00 P.M., at the Cumberland City Hall, 950 1st Avenue.

Mayor Shoemaker called the Common Council to order at 6:00 p.m. at City Hall. The meeting was properly advertised, and all interested parties were notified.

These alderpersons were present S. Anderson, Cifaldi, J. Anderson, Lussier, Schullo, Cady, Goldsmith, and Laursen. Others present were Randy Reeg, Administrator, Shari Rosenow, Treasurer, and other citizenry.

Mayor Shoemaker requested to move the Utility Committee items up to after the Public Comment period.

A motion was made by Cady, seconded by Schullo, to approve the consent agenda items as presented. Motion carried.

A motion was made by J. Anderson, seconded by Lussier, for partial approval of the engineering contract for professional services with CBS² for the water treatment plant up to \$100,000. Roll call vote: In favor: S. Anderson, Cifaldi, J. Anderson, Lussier, Schullo, Cady, Goldsmith, and Laursen. Opposed: None. Motion carried.

A motion was made by Lussier, seconded by Cifaldi, to approve the 2026 Sewer Operating Budget amendment. Roll call vote. In favor: Cifaldi, J. Anderson, Lussier, Schullo, Cady, Goldsmith, Laursen, and S. Anderson. Opposed: None. Motion carried.

A motion was made by J. Anderson, seconded by Cady, to approve the upgrade with Caselle for AMI interface in the amount of \$1,700. Motion carried.

A motion was made by Cady, seconded by Schullo, to approve the allocation of donation funds up to \$11,000 to Giles Excavating for the police training range at the brush dump. Roll call vote. In favor: J. Anderson, Lussier, Schullo, Cady, Goldsmith, Laursen, S. Anderson, and Cifaldi. Opposed: None. Motion carried.

A motion was made by Goldsmith, seconded by Cady, to approve to dissolve the Nationwide Deferred Comp Plan pending employee approval. Motion carried.

A motion was made by Schullo, seconded by Cady, to approve spending up to \$16,000 to pay off the back IRS debt. Roll call vote. In favor: Lussier, Schullo, Cady, Goldsmith, Laursen, S. Anderson, Cifaldi, and J. Anderson. Opposed: None. Motion carried.

A motion was made by Lussier, seconded by J. Anderson, to approve Change Order #1 from Erickson Excavating for TID #9 Industrial Park expansion in the amount of \$48,654. Roll call vote. In favor: Schullo, Cady, Goldsmith, Laursen, S. Anderson, Cifaldi, J. Anderson, and Lussier. Opposed: None. Motion carried.

A motion was made by Cifaldi, seconded by J. Anderson, to approve AFP #2 from Erickson Excavating for TID #9 Industrial Park expansion in the amount of \$240,100.72. Roll call vote. In favor: Cady, Goldsmith, Laursen, S. Anderson, Cifaldi, J. Anderson, Lussier, and Schullo. Opposed: None. Motion carried.

A motion was made by S. Anderson, seconded by Goldsmith, to approve SEH's recommendation of using 18" breaker on the TID #9 street extension for an estimated cost of \$17,000. Roll call vote. In favor: Goldsmith, Lalursen, S. Anderson, Cifaldi, J. Anderson, Lussier, Schullo, and Cady. Opposed: None. Motion carried.

A motion was made by Schullo, seconded by Goldsmith to adjourn at 6:58 p.m..

Respectfully submitted by,

Arlene Frisinger, Clerk

COMMON COUNCIL MINUTES

June 12, 2026

The Common Council of the City of Cumberland met on Friday, June 12, 2026, 9:00 A.M., at the Cumberland City Hall, 950 1st Avenue.

Mayor Shoemaker called the Common Council to order at 9:00 a.m. at City Hall. The meeting was properly advertised, and all interested parties were notified.

These alderpersons were present S. Anderson, Cifaldi, J. Anderson, Lussier, Schullo, Cady, Goldsmith, and Laursen. Others present were Randy Reeg, Administrator and other citizens.

A motion was made by Cifaldi, seconded by Goldsmith, to endorse the treatment recommendations as presented. Public Works members roll call vote: In favor: Goldsmith, Lussier, Cifaldi and S. Anderson. Opposed: None Motion carried.

A motion was made by Lussier, seconded by Laursen to recommend allocation of funds for the 2026 Street Maintenance program as presented. Finance committee members roll call vote. In favor: Lussier, Laursen, J. Anderson, and Cady. Opposed: None. Motion carried.

A motion was made by Schullo, seconded by Cifaldi, to approve allocation of Perpetual Care funds to cover the cemetery portion of expenses. Parks and Recreation committee roll call vote. In favor: Cifaldi, S. Anderson, J. Anderson, and Schullo. Opposed: None. Motion carried.

A motion was made by S. Anderson, seconded by Cifaldi, to eliminate Eagle Point improvements from the 2026 Street Maintenance plan. Parks and Recreation committee roll call vote. In favor: Cifaldi, S. Anderson, J. Anderson, and Schullo. Motion carried.

A motion was made by J. Anderson, seconded by Cifaldi, to award the bid for the 2026 Street Maintenance plan to the Barron County Highway Department with work to commence as soon as possible. Roll call vote: In favor: Cifaldi, J. Anderson, Lussier, Schullo, Cady, Goldsmith, Laursen, and S. Anderson. Opposed: None. Motion carried.

A motion was made by Goldsmith, seconded by Cady, to adjourn at 10:06 a.m.

Respectfully submitted by,

Randy Reeg, City Administrator

COMMON COUNCIL MINUTES

June 26, 2026

The Common Council of the City of Cumberland met on Friday, June 26, 2026, 10:00 A.M., at the Cumberland City Hall, 950 1st Avenue.

Mayor Shoemaker called the Common Council to order at 10:00 a.m. at City Hall. The meeting was properly advertised, and all interested parties were notified.

These alderpersons were present S. Anderson, J. Anderson, Lussier, Schullo, Cady, Goldsmith, and Laursen. Absent: Michael Cifaldi. Others present were other citizens.

A motion was made by Laursen, seconded by Schullo, to approve Ordinance 2026-824 An Ordinance Creating Section 9.1585 Regulating Boat or Vessel Prohibition Areas. Motion carried.

A motion was made by Lussier, seconded by Goldsmith, to approve Resolution 2026-06-5 Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing. Motion carried.

A motion was made by Laursen, seconded by S. Anderson, to approve the Court Clerk wages at \$18 per hour. Motion carried.

A motion was made by Lussier, seconded by Goldsmith, to adjourn at 10:06 a.m.

Respectfully submitted by,

Arlene Frisinger, Clerk

Operator's Licenses List for 7-7-26 Council Meeting

Connie Black

Leo Murray

Saige Elbe

Noa Kidder

Tavis Lynch

Dixie Trudell

Brittany Vondelinde

ORDINANCE NO. 2026-827

An Ordinance Amending Section 1.05 Regarding Appointed Officers

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

SECTION 1: Section 1.05 Amended.

Section 1.05 of the Municipal Code is hereby amended to read as follows:

1.05 APPOINTED OFFICERS.

(1) ENUMERATED. The appointed officers of the City shall consist of the following:

- (a) City Attorney.
- (b) Clerk.
- (c) Treasurer.
- (d) Assessor.
- (e) Chief of Police.
- (f) Health Officer.
- (g) City Administrator.
- (h) Weed Commissioner.
- (i) City Forester.

(2) METHOD OF SELECTION. The appointed officials enumerated hereunder shall be appointed by the Mayor subject to confirmation by the City Council.

(3) TERMS OF OFFICE. Terms of office shall be indefinite unless otherwise delineated in an individual employment contract, subject to standard removal procedures for cause or otherwise, except that the offices of City Attorney, Assessor, Health Officer, Weed Commissioner and City Forester shall hold one-year terms of office and shall be subject to annual appointments.

SECTION 2: This Ordinance shall take effect upon passage and publication as required by law.

PASSED, ADOPTED AND APPROVED this 7th day of July 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

1.05 APPOINTED OFFICERS.

- (1) ENUMERATED. The appointed officers of the City shall consist of the following:
 - (a) City Attorney.
 - (b) ~~Clerk-Treasurer.~~ **Clerk.**
 - (c) ~~Assessor.~~ **Treasurer.**
 - (d) ~~Chief of Police.~~ **Assessor.**
 - (e) ~~{Rep. #520}~~ **Chief of Police.**
 - (f) Health Officer.
 - (g) City Administrator. ~~{Am. #790; 10/21/23}~~
 - (h) Weed Commissioner.
 - (i) City Forester.
- (2) METHOD OF SELECTION. The appointed officials enumerated hereunder shall be appointed by the Mayor subject to confirmation by the City Council.
- (3) TERMS OF OFFICE. ~~The regular term of appointive officers shall be 2 years and until their successors are elected and qualify, commencing on May 1 in the year of appointment, except that the term of the Chief of Police shall be one year.~~ **Terms of office shall be indefinite unless otherwise delineated in an individual employment contract, subject to standard removal procedures for cause or otherwise, except that the offices of City Attorney, Assessor, Health Officer, Weed Commissioner and City Forester shall hold one-year terms of office and shall be subject to annual appointments.**

CITY OF CUMBERLAND, WISCONSIN

Daniel C. Shoemaker, Mayor

mayor@cityofcumberland.net

Randall D. Reeg, Administrator

cityadmin@cityofcumberland.net

Arlene Frisinger, Clerk

clerk@cityofcumberland.net

Shari Rosenow, Treasurer

treasurer@cityofcumberland.net



Phone: 715.822.2752

950 1st Avenue

Fax: 715.822.3799

Cumberland, WI 54829

www.cityofcumberland.net

Zoning and Building Permit Application

APPLICANT/PROPERTY OWNER INFORMATION

Name: _____ Phone: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email: _____

PROJECT INFORMATION

Property Address: _____

☐ Same as Mailing Address above

Parcel ID# (if no street address is available): _____

Zoning District: _____

OVERLAY DISTRICTS

Check all that apply:

☐ Wetland

☐ Wellhead Protection

☐ TID # _____

☐ Planned Unit Development

☐ Floodplain

☐ Does not apply

PROJECT DESCRIPTION

Write a short description of project or circumstance:

PROJECT DESCRIPTION

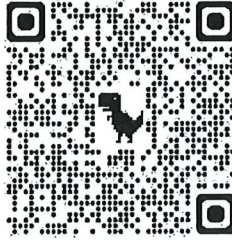
Fees	Select	Permit/Application Type	Short Description
\$50	☐	Zoning Permit	Required for land use, structures, and activities to ensure compliance with zoning regulations.
TBD	☐	Building Permit	Required for the construction, alteration, or repair of buildings and structures. Not required for accessory building under 120 square feet.
No Fee	☐	Renovation Permit	Required for interior or exterior remodeling or improvements that do not involve a full new structure. (Chapter 14 – Building Code Section 14.07)
\$50	☐	Sign Construction	Required for the installation, placement, construction of signs.
\$25	☐	Sign Alteration	Request for modification to physical sign
\$50	☐	Certified Survey Map (CSM) Approval	Request for review and approval of a certified survey map for land division or property boundary adjustments
\$250	☐	Plat Approval	Request for review and approval of a subdivision plat for the creation or development of lots, streets, or public improvements.
\$250	☐	Zoning Amendment	Request to change the zoning map or zoning ordinance regulations.
\$250	☐	Conditional Use Permit	Request for approval of a use that may be allowed in a zoning district under specific conditions.
\$250	☐	Variance	Request for relief from specific zoning requirements due to unique property conditions.
\$250	☐	Administrative Appeal	Request for review of a zoning administrator's decision or interpretation.
TBD	☐	Other	_____

Total: \$ _____

ZONING CODES

For reference and questions please refer to City of Cumberland Zoning Codes here: <https://bit.ly/4e9DbVw>

Scan for Zoning Code Information



LAND USE STRUCTURE

LAND USE STRUCTURE				
	☐ Principal Structure	☐ Attached Accessory Type:	☐ Detached Accessory Type:	☐ Excavation
☐ New	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Slope
☐ Addition	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Height _____ Roof Overhang	_____ Sq Ft _____ Slope
☐ Remodel/Internal Renovation	☐ Structural ☐ Electrical ☐ Plumbing	☐ Structural ☐ Electrical ☐ Plumbing	☐ Structural ☐ Electrical ☐ Plumbing	N/A

_____ Estimated Value of new work or improvements

FILLING AND GRADING

Purpose of Filling and/or Grading: _____

Calculate Area of Filling and/or Grading – Include all cut, fill, leveling, or stockpile areas or any other areas such as haul roads where bare soil will be exposed.

Length _____ X Width _____ = Total Area _____ square feet

Calculate % Slope - % of slope is calculated by dividing the vertical rise by the horizontal distance and multiplying by 100.

Vertical Rise _____ / Horizontal Distance _____ X 100 = _____ % of Slope

☐ Check box if Filling and Grading does not apply

A SITE PLAN MUST BE SUBMITTED FOR APPROVAL

Site plan must be on a separate sheet that is at least 8.5X11" and must include the following:

Existing Structures

Existing Setbacks

Lot Dimensions

New Proposed Structure

Erosion Control Plan

Excavation Plan

THE FOLLOWING CONDITIONS ARE TO BE ATTACHED TO ALL PERMITS

1. This permit shall expire twelve (12) months from the date of issuance unless written renewal request is submitted.
2. Erosion control measures shall be implemented and properly installed, and shall remain in place until the disturbed area is re-established with vegetation.
3. Water may not be diverted in a way that causes it to concentrate on another person's land, city streets, alleys, curbs, sidewalks, etc.
4. The Zoning Administrator shall be informed of the date of commencement and completion.

STATE AND FEDERAL LAWS

I understand that I am responsible for complying with State and Federal laws concerning construction near or on wetlands, lakes, and streams. Wetlands not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law and/or other penalties or costs. For more information, either contact the Department of Natural Resources Center or visit the Department of Natural Resources Wetlands Identification web page at www.dnr.wi.gov/wetlands/locating.html

APPROVAL

In the event this application is approved by the City of Cumberland, I agree:

- That no work shall commence until I have received the issued Land Use Permit and/or Building Permit
- That all work shall be done in accordance with requirements of the City of Cumberland Zoning Permit, the City of Cumberland Zoning Code all other applicable city codes and the laws and regulations of the State of Wisconsin
- That city officials charged with administering city ordinances or other authorized person shall be permitted access to the above described property at any reasonable time for the purpose of inspection
- That it is my responsibility to contact the Uniform Dwelling Code (UDC) Inspector regarding the issuance of a Building Permit, West Wisconsin Inspection Agency, LLC, (715-556-3136)

Signature of Property Owner: _____

Date: _____

CITY APPROVAL

Zoning Administrator Signature: _____

Date: _____

City Administrator Signature: _____

Date: _____

☐ Approved

☐ Denied

☐ Referred to Committee _____

NOTES

Updates or notes for future reference:

BARRON COUNTY CERTIFIED SURVEY MAP

LOCATED IN THE NORTHWEST ¼ OF
THE SOUTHEAST ¼, SECTION 12,
TOWNSHIP 35 NORTH, RANGE 14 WEST,
CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN
BEING ALL OF LOT 63,
CUMBERLAND WESTSIDE DEVELOPMENT,
DOCUMENT #902617



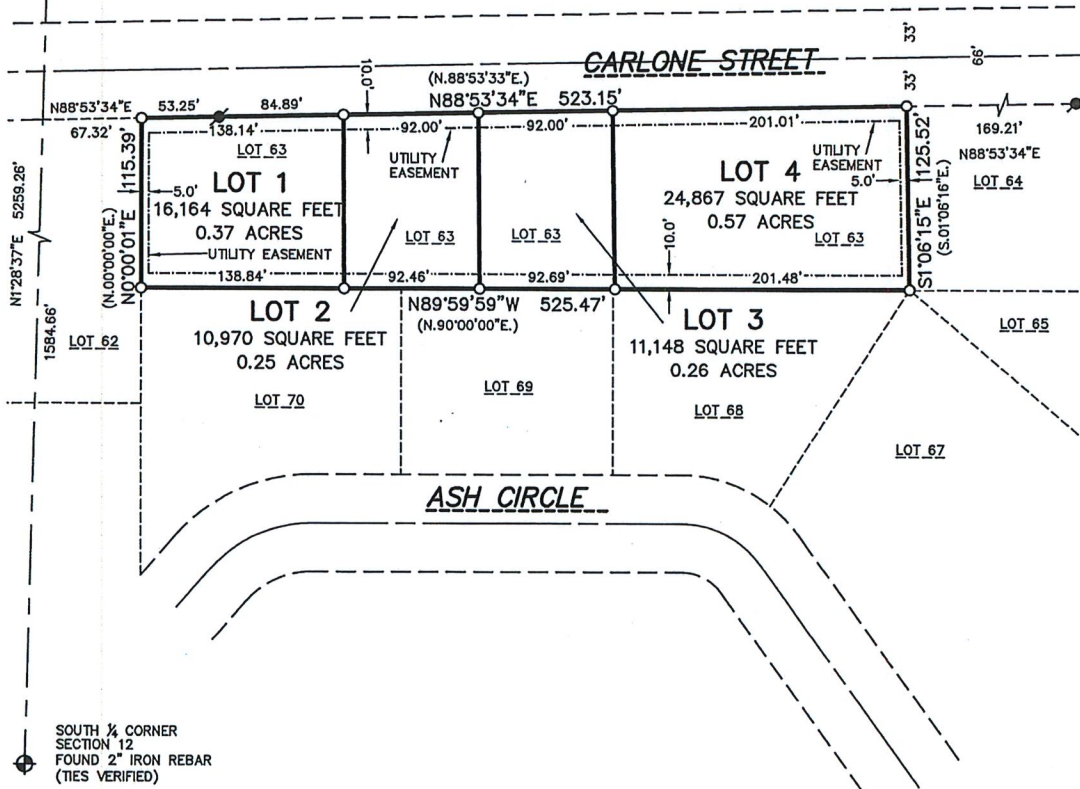
NORTH ¼ CORNER
SECTION 12
FOUND 1" SURVEY SPIKE
(TIES VERIFIED)

0 50 100 200
SCALE: 1" = 100'

LEGEND

- FOUND 3/4" REBAR
- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE
WEIGHING 1.13 POUNDS PER LINEAR FOOT
- () RECORDED AS

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE
SOUTHEAST ¼, SEC. 12
ASSUMED BEARING OF N.01°28'37"E.



BARRON COUNTY CERTIFIED SURVEY MAP

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST,
CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN
BEING ALL OF LOT 63, CUMBERLAND
WESTSIDE DEVELOPMENT, DOCUMENT #902617

SURVEYOR'S CERTIFICATE:

I, JEREMY D. SKAW, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF J&A NORTHWEST, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS
REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND
LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF
CUMBERLAND, BARRON COUNTY, WISCONSIN, BEING ALL OF LOT 63, CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT
#902617; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEING ALL OF LOT 63, CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND
DESCRIBED, AND THE DIVISION OF IT. THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF
CUMBERLAND, BARRON COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

JEREMY D. SKAW, P.L.S. NO. 3228

DATED THIS _____ DAY OF _____, 2026

CERTIFICATE OF THE CITY OF CUMBERLAND:

THE CITY OF CUMBERLAND HEREBY CERTIFIES THIS CERTIFIED SURVEY MAP COMPLIES WITH THE CITY OF CUMBERLAND'S
MUNICIPAL CODE SUBDIVISION ORDINANCE.

APPROVED THIS _____ DAY OF _____, 2026

DANIEL C. SHOEMAKER, CITY OF CUMBERLAND MAYOR

Owner:
J&A Northwest
2872 U.S. Highway 63
Barronett, WI 54813

ORDINANCE NO. 2026-825

An Ordinance Amending Section 14.07 Regarding Building Permit Requirements

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

SECTION 1: Section 14.07 Amended.

Section 14.07 of the Municipal Code is hereby amended to read as follows:

14.07 BUILDING PERMIT REQUIRED.

Prior to commencing any of the following work, the owner or agent shall obtain a valid permit from the Municipal Building Inspector as follows:

- (1) New buildings exceeding 120 square feet.
- (2) Additions that increase the physical dimensions of a building, including decks.
- (3) Alterations to the building structure and alterations to the building's heating, electrical or plumbing systems.
- (4) Replacement of major building equipment, including furnaces and central air conditioners. Water heater replacements shall require a permit if the plumbing, venting, electrical or gas supply systems are altered.
- (5) Restoration or repair of an installation to its previous code compliant condition as determined by the Building Inspector is exempted from permit requirements. Residing re-roofing and finishing of interior surfaces, and installation of cabinetry shall be exempted from permit requirements. However, unless structural calculations are provided, no more than 2 layers of roofing shall be installed on a roof.
- (6) Commercial buildings are included in electrical permit requirements.

SECTION 2: This Ordinance shall take effect upon passage and publication as required by law.

PASSED, ADOPTED AND APPROVED this 7th day of July 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



Building a Better World
for All of Us™

CHANGE ORDER

City of Cumberland

OWNER

6/18/26

DATE

OWNER'S PROJECT NO.

TID #9 Street & Utility Extension

PROJECT DESCRIPTION

2

CHANGE ORDER NO.

CUMBE 187476 71.50

SEH FILE NO.

The following changes shall be made to the contract documents:

Description:

Water main stub size and location was not as expected according to plan for the connection at 8th Avenue.
Time and Materials costs were tracked as follows-
Additional Materials: \$1,850
Additional Time for 7 hours of pipe crew: \$8,225
Total T&M: \$10,075

Purpose of Change Order:

Compensate contractor for additional time and effort required to connect to the water main at 8th Avenue.

Basis of Cost:

☒ Actual

☐ Estimated

Attachments (list supporting documents)

Memo with supporting detail information

Contract Status	Time		Cost
	Substantial	Final	
Original Contract	9/4/26	9/30/26	\$564,515.35
Net Change Prior C.O.'s <u>1</u> to <u>1</u>	N/A	N/A	\$48,654.00
Change this C.O.	N/A	N/A	\$10,075.00
Revised Contract	9/4/26	9/30/26	\$623,244.35

Recommended for Approval: Short Elliott Hendrickson Inc. by

Bryan Cunningham, Project Manager

Agreed to by Contractor:

Approved for Owner:

BY Erickson Excavating of Cumberland, Inc.

BY City of Cumberland

OWNER/PM Jordan Erickson

TITLE

Distribution

Contractor

Owner

Project Representative

SEH Office

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 South Main Street, Suite 100, Rice Lake, WI 54868-2238

715.236.4000 | 800.903.6970 | 888.908.8166 fax | sehinc.com

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MEMORANDUM

TO: Randy Reeg, City of Cumberland
FROM: Bryan Cunningham, SEH
DATE: June 18, 2026

RE: Change Order No. 2 Supporting Information
TID #9 Street & Utility Improvements
SEH No. CUMBE 187476 14.00

Erickson Excavating is requesting additional costs for the TID #9 Street & Utility Improvement project related to the water main connection at 8th Avenue. The project intended to connect to the 8" water main stub from 8th Avenue, and extend westerly to the end of the project. When this connection occurred on 4/29/26 the 8" water main was not found where expected, and only 6" pipe was encountered. The contractor dug much closer to 8th Avenue than in the original plan, to find the location where an 8" pipe transitioned to the 6" stub. This required removal of an additional removal patch of 8th Avenue, additional materials, and added time because of additional excavation, grading, and working around utility lines, which would not have been necessary if the 8" water stub was in the expected location. The contractor is seeking compensation for this additional work, with a claim that it exceeds the expense they would have incurred from the unit price items as in the original bid. The contractor is requesting the following costs:

Material Description	Unit	Quantity	Unit Price	Total Cost
8" Ductile Iron Pipe	LF	20	\$ 43.75	\$ 875.00
Special Delivery 8" DI Pipe	LS	1	\$ 507.74	\$ 507.74
18" HDPE Culvert Pipe	LF	20	\$ 13.35	\$ 267.00
2" Rigid Insulation	EACH	4	\$ 50.00	\$ 200.00

Total Materials: \$1,850

Description 6 Man Pipe Crew	Unit	Quantity	Unit Price	Total Cost
CAT 349F L w Operator	HR	7	\$ 375.00	\$ 2,625.00
CAT 320 w Operator	HR	7	\$ 275.00	\$ 1,925.00
Pipe Foreman w Truck	HR	7	\$ 175.00	\$ 1,225.00
Pipe Layer	HR	7	\$ 115.00	\$ 805.00
Labor	HR	7	\$ 95.00	\$ 665.00
Labor	HR	7	\$ 95.00	\$ 665.00
Small Tools/Pipe Trailer	HR	7	\$ 45.00	\$ 315.00

Total Time: \$8,225

Total Time and Materials (T&M) requested via change order: \$10,075.

If the work on 4/29/26 would have occurred utilizing the unit price line items in the original contract, without accommodations for the extra efforts and time lost, this work would have incurred approximately \$4,600 in contract costs. So with the total T&M request, a net increase of approximately \$5,500 is essentially what is being requested.

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 326 South Main Street, Suite 100, Rice Lake, WI 54868-2238

715.236.4000 | 800.903.6970 | 888.908.8166 fax | sehlinc.com

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June 18, 2026

RE: TID #9 Street and Utility Extension
Cumberland, Wisconsin
SEH No. CUMBE 187476

Randy Reeg, City Administrator
Cumberland, WI 54840

Dear Randy:

Please find Application for Payment No. 3 from Erickson Excavating of Cumberland, Inc. for the above referenced project. The application is in the amount of \$110,326.54 and provides for retainage in accordance with contract documents. We have reviewed the Application for Payment and recommend that payment be made.

Work items within this Application include road work, gravel, curb & gutter, and change orders No. 2 and 3.

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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Application for Payment
(Unit Price Contract)
No. 3

Eng. Project No.: CUMBE 187476

Location: Cumberland, WI

Contractor Erickson Excavating of Cumberland, Inc.
668 24 1/2 Ave
Cumberland, WI 54829

Contract Date November 5, 2025

Contract Amount \$ 564,515.35

Contract for TID #9 Street and Utility Extension

Application Date 5/11/25

For Period Ending 6/20/25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
Base Bid						
01 55 25.1	Maintenance of Traffic	LS	1	1	1,000.00	\$1,000.00
01 71 13.1	Mobilization	LS	1	1	10,250.00	\$10,250.00
02 41 33.1	Remove Asphalt Pavement	SY	150	150	10.00	\$1,500.00
02 66 11.1	Pond Clay Liner	CY	1210	1210	15.75	\$19,057.50
31 11 00.1	Clear and Grub Trees	Acre	1.5	1.5	6,500.00	\$9,750.00
31 23 10.1	Common Excavation	CY	8000	8000	3.75	\$30,000.00
31 23 33.1	Crushed Rock Pipe Foundation	Ton	300	0	20.00	
31 25 10.1	Inlet Protection, Type A	Each	6	6	100.00	\$600.00
31 25 10.2	Inlet Protection, Type D	Each	4	4	100.00	\$400.00
31 25 10.3	Erosion Mat, Class I Type B	SY	5363	5363	2.50	\$13,407.50
31 25 10.4	Silt Fence	LF	3912	3912	2.30	\$8,997.60
31 25 10.6	Tracking Pad	EA	1	1	1,000.00	\$1,000.00
31 34 15.1	Geogrid, Type SR	SY	3300	3300	1.75	\$5,775.00
31 37 00.1	Rip Rap-Light	CY	71	71	85.00	\$6,035.00
31 37 00.2	Rip Rap-Medium	CY	30	30	95.00	\$2,850.00
32 11 17.1	Granular Subbase	CY	1102	1134	16.50	\$18,711.00
32 11 26.1	Dense Graded Crushed Base Course, 1-1/4-inch	Ton	5400	5408.54	11.50	\$62,198.21
32 12 18.1	Hot Mix Asphaltic 2-inch Surface Pavement (4MT 58-34 S) Base Bid Area	Ton	90	0	132.75	
32 12 18.1a	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Alternate Bid Area	Ton	260	0	115.25	
32 12 18.2	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Base Bid Area	Ton	90	0	132.75	
32 12 18.2a	Hot Mix Asphaltic 2-inch Binder Pavement (3MT 58-28 S) Alternate Bid Area	Ton	260	0	111.25	
32 12 18.3	Adjust Existing Manhole Casting	EA	1		500.00	
32 12 50.1	Saw Cut Asphalt Pavement	LF	110	110	5.00	\$550.00
32 16 30.1	Concrete Curb and Gutter, 30-inch, Type D	LF	1450	1450	18.00	\$26,100.00
32 18 40.1	Concrete Driveway, 8-inch	SF	493	543	8.75	\$4,751.25

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
	Concrete Box Out around Manhole					
32 18 40.2	Casting	EA	8	0	750.00	
32 92 12.1	Turf Establishment	Acre	1.1	1.1	5,000.00	\$5,500.00
33 01 30.1	Televise Inspection of Sanitary Sewers	LF	767	767	2.00	\$1,534.00
	6-inch DIP Water Main and Service					
33 11 00.1	Piping	LF	170	157	60.00	\$9,420.00
33 11 00.2	8-inch DIP Water Main	LF	720	714	62.00	\$44,268.00
33 11 00.3	Water Main Fittings	LB	600	527	10.00	\$5,270.00
33 11 00.4	6-inch Gate Valve and Box	EA	5	5	3,000.00	\$15,000.00
33 11 00.5	8-inch Gate Valve and Box	EA	1	1	4,000.00	\$4,000.00
33 11 00.6	Hydrant	EA	2	2	8,500.00	\$17,000.00
33 11 00.7	Connect to Existing Water Main	EA	1	1	1,500.00	\$1,500.00
33 11 00.8	Connect to Existing Water Service	EA	1	0	1,500.00	
33 11 00.9	Insulation Board Polystyrene, 4-inch	SY	300	260	40.00	\$10,400.00
33 31 00.1	Sanitary Sewer Manhole, 48-inch Dia. with Casting	EA	3	3	4,500.00	\$13,500.00
33 31 00.2	Connect to Existing Sanitary Sewer, Reconstruct Invert and Flowline	EA	1	1	3,500.00	\$3,500.00
33 31 00.3	Connect to Existing Sanitary Sewer Service	EA	1	1	500.00	\$500.00
33 31 00.4	8-inch PVC Sanitary Sewer	LF	767	767	35.00	\$26,845.00
33 31 00.5	8-inch PVC Sanitary Sewer Service	LF	12	0	50.00	
33 31 00.6	8-inch by 6-inch Sanitary Wye	EA	2	3	150.00	\$450.00
33 31 00.7	8-inch by 8-inch Sanitary Wye	EA	1	0	150.00	
33 31 00.8	6-inch PVC Sanitary Sewer Service	LF	95	96	40.00	\$3,840.00
33 41 00.1	Storm Sewer Manhole, 48-inch Diameter with Manhole Casting	EA	4	4	4,500.00	\$18,000.00
33 41 00.2	Inlets 2 by 3-foot with Casting	EA	4	4	3,500.00	\$14,000.00
33 41 00.3	4" Underdrain Pipe	LF	200	200	5.00	\$1,000.00
33 41 00.4	Storm Sewer Pond Outlet 36-inch Dia. Structure w/ 36" Cone Grate	EA	2	2	5,500.00	\$11,000.00
33 41 00.5	4-inch PVC Storm Sewer	LF	124	200	10.00	\$2,000.00
33 41 00.6	6-inch PVC Storm Sewer	LF	47	47	20.00	\$940.00
33 41 00.7	4-inch by 6-Inch Storm Wye	EA	3	3	100.00	\$300.00
33 41 00.8	4-inch by 12-inch Storm Wye	EA	1	2	1,000.00	\$2,000.00
33 41 00.9	12-inch HDPE Storm Sewer	LF	698	835	24.00	\$20,040.00
33 41 00.10	18-inch HDPE Storm Sewer	LF	412	294	30.00	\$8,820.00
33 41 00.11	12-inch Storm Sewer Apron Endwall	EA	4	4	300.00	\$1,200.00
33 41 00.12	18-inch Storm Sewer Apron Endwall	EA	2	2	300.00	\$600.00
33 41 00.13	Connect to Existing Roof Drains	EA	6	6	150.00	\$900.00
TOTAL BID PRICE						\$466,260.06

Application for Payment (continued)

Total Contract Amount	\$ 564,515.35	Total Amount Earned	\$ 466,260.06
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No. 1		Percent Complete 100	48,654.00
Contract Change Order No. 2		Percent Complete 100	10,074.74
Contract Change Order No. 3		Percent Complete 100	16,800.00
Less Previous Applications:		GROSS AMOUNT DUE	\$ 541,788.80
AFP No. 1: 164,272.10	AFP No. 6:	LESS 5 % RETAINAGE	\$ 27,089.44
AFP No. 2: 240,100.72	AFP No. 7:	AMOUNT DUE TO DATE	\$ 514,699.36
AFP No. 3:	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 404,372.82
AFP No. 4:	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 110,326.54
AFP No. 5:			

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, TID #9 Street and Utility Extension, 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 6-17-2026, 2026 Erickson Excavating of Cumberland, Inc.
(Contractor)

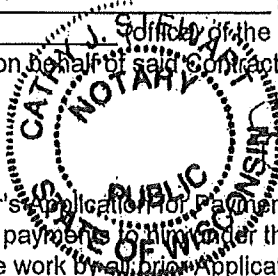
COUNTY OF Barron)
STATE OF Wisconsin) SS By Jordan Erickson Owner/PM
(Name and Title)

Before me on this 17th day of June, 2026, personally appeared

Jordan Erickson known to be, who being duly sworn did depose and say that he is the owner 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

My Commission expires

01-06-2029



(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 in connection with 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.

Daniel A. Penzkover

Short Elliott Hendrickson Inc.

By Rebecca J. Penzkover FOR BC

Date 6/18/26

City of Cumberland

By _____

Date _____

SECTION 000941 – CHANGE ORDER FORM

Change Order No. CO3

Date of Issuance: 06/12/2025 Effective Date: 06/12/2026
 Owner: City of Cumberland Owner's Contract No.: _____
 Contractor: Pember Companies Inc. Contractor's Project No.: _____
 Engineer: Emmons & Olivier Resources, Inc. Engineer's Project No.: 00957-0018
 Project: Hines Lakeview Drive Watermain Reconstruction Contract Name: Hines Lakeview Drive Watermain Reconstruction

The Contract is modified as follows upon execution of this Change Order:

Description: Change Order to adjust contract Final Completion to 09/01/2026 to ensure establishment of vegetation. Owners at 2018 had requested fill near roadway outside of water line disturbance during punch list. Vegetation in this area did not take and is to be addressed.

Attachments: See Attached

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>273,559.00</u>	Original Contract Times: Substantial Completion: <u>09/19/2025</u> Ready for Final Payment: <u>11/24/2025</u> days or dates
~~(Increase)~~ <u>(Decrease)</u> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : N/A <u>10,152.00</u>	~~(Increase)~~ <u>(Decrease)</u> from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>10/21/2025</u> Ready for Final Payment: <u>06/30/2026</u> days
Contract Price prior to this Change Order: \$ <u>263,407.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/21/2025</u> Ready for Final Payment: <u>06/30/2026</u> days or dates
~~(Increase)~~ <u>(Decrease)</u> of this Change Order: \$ <u>N/A</u>	~~(Increase)~~ <u>(Decrease)</u> of this Change Order: Substantial Completion: _____ Ready for Final Payment: <u>09/01/2026</u> days or dates
Contract Price incorporating this Change Order: \$ <u>263,407.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>10/21/2025</u> Ready for Final Payment: <u>09/01/2026</u> days or dates

RECOMMENDED: By: Nick Nelson, P.E. Engineer (if required) ACCEPTED: By: _____ Owner (Authorized Signature)
 Title: Nick Nelson, P.E. Title: _____ Contractor (Authorized Signature)
 Date: 06/12/2026 Date: _____ Date: 6/12/26

Approved by Funding Agency (if applicable)

By: N/A Date: _____
 Title: _____

END OF SECTION

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

memo



Project Name | 00957-0018 Hines Lakeview Drive-Watermain Project

Date | 04/14/2026

To / Contact info | Ryan Pember – Pember

Cc / Contact info | Randy Reeg-City of Cumberland, Jay Michels-Emmons Olivier Resources Inc.

From / Contact info | Nick Nelson-Emmons Olivier Resources Inc.

Regarding | Pember Punchlist Walkthrough 2026-04-14

Punchlist Walkthrough Date – 04/14/2026

In Attendance: Randy Reeg, Nick Nelson, Jay Michels

Hines Lakeview Drive – Watermain Project

EOR, and city staff, conducted a punchlist walkthrough on Hines Lakeview Drive -Watermain project on 04/14/2026 to review status of remaining punchlist items previously noted (10/27/2025). *Please note this is not necessarily a final or exhaustive list and identified work may be added before notice of completion.*

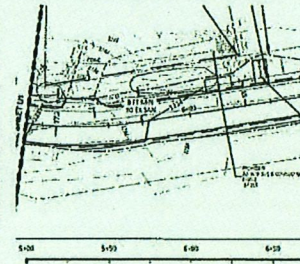
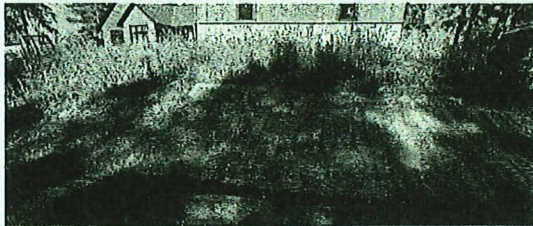
Hines Lakeview Drive Punch List 10/27/2025

This punch list contains items that have been identified to date that must be completed before final completion of the Hines Lakeview Drive Watermain Project. This is not necessarily a final or exhaustive list and identified work may be added before notice of completion.

1. Restoration of landscaping & Water Curb Stop Height

Most of the areas that were disturbed were identified as having ECM and seeding. Two areas were identified as needing restoration and their locations were noted below. Note: please ensure that water curb stop heads are below mowing height upon establishment of vegetated cover.

Vegetative growth has not yet been observed. Restoration punch list item will be deemed complete when satisfactory vegetative cover needed to close out storm permit has been achieved.



2. Any remaining work of the contract

EOR and City have noted the following for punchlist items.

APPEARS COMPLETE

1. Restoration of landscaping & Water Curb Stop
 - a. Water Curb Stop Height – General Comment
 - i. Curb stops shall be hammered down to be below mowing height or shall have restoration around curb stops so that they are below mowing height.

Several curb stops were visually observed being high.



- b. Restoration of Two Noted Areas (10/27/2025)
 - i. EOR confirms that EMAT and seed was placed on the area to the North at 1992 Hines, and also notes that the landowner stated to the contractor, and the city is aware, that the area to the south at 1992 Hines is to be landscaped and no restoration will occur at this location.
- c. Vegetative Growth – Areas needing additional work to establish vegetative growth were noted. Areas shown in pictures below are examples of areas noted, though we encourage the contractor to restore any bare areas, or areas determined lacking in vegetaivte establishment as discovered in the field.
 - i. 2026 Hines Lakeview Drive
 - 1. Restoration, blackdirt & seed near hydrant



2. Restore bare areas – areas of concern mostly around perimeter of disturbed area



APPEARS COMPLETE

3. Black dirt, seed, restore disturbed area near driveway.

ii. 2018 Hines Lakeview Drive

1. Restore along perimeter bare areas.



2. Add black dirt as needed to eliminate depression, restore area where standing water prevented vegetative growth



ADDRESS LACK OF
VEGETATION

ADD BLACK DIRT AS NEEDED TO
ELIMINATE DEPRESSION - BLACK DIRT
AND SEED AREAS WHERE STANDING
WATER PREVENTED GROWTH

iii. 2000 Hines Lakeview Drive

06/12/2026 INSPECTION

VEGETATION NOT TAKEN HOLD AT 2018 HINES

RECOMMEND BLACKDIRT, SEED, AND E-MAT



1. Tire rut near driveway in restoration area. Black dirt and seed this area.
2. Gravel has migrated into restoration area. Peel back gravel as able with power broom or rake and restore bare areas.

APPEARS COMPLETE



iv. 1984 Hines Lakeview Drive

1. Add black dirt as needed to eliminate depression, seed.



2. Black dirt and seed bare spots



2000 HINES OWNER IS DOING LANDSCAPING OUTSIDE OF CONTRACT WORK AND IMPACTING SURROUNDING AREA. THIS WORK IS DEEMED COMPLETE

v. 1976 Hines Lakeview Drive

1. Black dirt and seed bare spots

APPEARS COMPLETE



- vi. 1960 Hines Lakeview Drive

1. Black dirt and seed area of disturbed restoration.
2. Black dirt and seed small strip along driveway that is disturbed,



- vii. 1952 Hines Lakeview Drive

1. Restore Bare Areas



- viii. 1945 Hines Lakeview Drive

1. Restore Bare Areas
2. Lower curb stop below mowing height.

3. Confirm Ematted area is seeded sufficiently to establish growth.



APPEARS COMPLETE

2. Any Remaining Work of the Contract

- a. 1992 – Restoration of Riprap

- i. Riprap Appears to have been moved from the southern slope of 1992 Hines Lakeview Drive and pushed back towards the electrical pedestals, so that work could be conducted for the water service at 1992 Hines Lakeview Drive. Please restore the geotextile fabric and replace riprap along the southern slope in this area.



2000 HINES OWNER IS DOING LANDSCAPING OUTSIDE OF CONTRACT WORK AND IMPACTING SURROUNDING AREA. THIS WORK IS DEEMED COMPLETE

FAIRBANKS MORSE
DEFENSE

Quotation

Fairbanks Morse, LLC d/b/a Fairbanks Morse Defense

733 Curtis Saunders Ct
Chesapeake, VA 23321
Phone: 757-623-2711
Fax: 757-627-4570

Quote To

CUMBERLAND MUNI UTILITIES
OFFICE OF CLERK BOX 726
CUMBERLAND, WI 54829
US

Phone:
Fax:

Quote #:	Q-33413
Date:	6/3/2026
Ref:	Parts quote for Pc-2.5 V Engine # Po 4 206 324 - P010071*00
Req:	
Expires On:	8/7/2026
Payment Terms:	Net 30
Freight Terms:	Buyer pays freight
Customer Terms:	Firm Fixed Price
Shipping Incoterm:	FOB Origin
Currency:	USD

Group1

Line	PO Item	QTY	UNIT	PART #	DESCRIPTION	PART LEADTIME (Days ARO)	NET PRICE	EXTENDED
1		1	EA	P010071REP	PUMP ASSY, INJECTION(REPAIRED)		\$12,931.60	\$12,931.60
Group1 TOTAL:								\$12,931.60

REFERENCE FAIRBANKS MORSE, LLC QUOTATION NUMBER WHEN PLACING ORDER								TOTAL: \$12,931.60
---	--	--	--	--	--	--	--	---------------------------

FINAL PLACE OF PACKAGING AND ACCEPTANCE WILL BE AT FMD CHESAPEAKE, VA SERVICE CENTER, CAGE 9MMV5.
Terms and Conditions:

*Subject to prior sale, after receipt of order and approved PO has been received.
To place an order contact the Sales Rep listed below.

Sales Representative: Amy Linendoll	Fax:	FMD Authorized Agent:
-------------------------------------	------	-----------------------

**FAIRBANKS MORSE
DEFENSE**

Quotation

Fairbanks Morse, LLC d/b/a Fairbanks Morse Defense

701 White Avenue
Beloit, WI 53511
Phone: 800-356-6955
Fax: 608-364-8411

Quote To
CUMBERLAND MUNI UTILITIES
OFFICE OF CLERK BOX 726
CUMBERLAND, WI 54829
US

Phone:
Fax:

Quote #:	Q-31932
Date:	3/25/2026
Ref:	Parts quote for Pc-2.5 V Engine # Po 4 206 324
Req:	
Expires On:	8/8/2026
Payment Terms:	Net 30
Freight Terms:	Buyer pays freight
Customer Terms:	Firm Fixed Price
Shipping Incoterm:	FOB Origin
Currency:	USD

Line	PO Item	QTY	UNIT	PART #	DESCRIPTION	PART LEADTIME (Days ARO)	NET PRICE	EXTENDED
1	001	5	EA	P12608286	TUBE ASSY, EXTENSION	105	\$1,620.60	\$8,103.00
2	002	14	EA	03730073N	GASKET, NOZZLE TIP	85	\$22.72	\$318.08
3	003	14	EA	P424778N	SPRING, NOZZLE-INJECTOR US CONTENT	175	\$198.17	\$2,774.38
4	004	6	EA	03730067N	ROD, PUSH NOZZLE, PIELSTICK PC2	115	\$189.48	\$1,136.88
5	005	14	EA	03700412N	PIN, DOWEL INJECTOR BODY, PC	415	\$23.42	\$327.88
6	006	2	EA	P432959N	GASKET, BODY INJECTOR US CONTENT	275	\$438.01	\$876.02
7	007	4	EA	03780068	TIP ASSY, NOZZLE .60MM HOLES PIELSTICK	75	\$734.83	\$2,939.32
8	008	112	EA	P12607974	GASKET	15	\$0.56	\$62.72
TOTAL:								\$16,538.28

TOTAL: \$16,538.28

This proposal assumes FAR 52.229-3 is applied to any resulting contract.

*Subject to prior sale, after receipt of order and approved PO has been received.

To place an order contact the Sales Rep listed below.

Sales Representative: Evan Benkovich	Fax:	Component Sales Analyst: 005c70000EHKJAAH
Telephone:	Email: evan.benkovich@fndefense.com	Andrew Struthers

QUOTATION IS VALID FOR 60 DAYS
PRICING ON THE QUOTE DOES NOT INCLUDE FREIGHT UNLESS INDICATED.

PRICES F.O.B. FACTORY COMMERCIAL DOMESTIC PACKAGING

PAYMENT TERMS: UNLESS OTHERWISE AGREED UPON IN WRITING, TERMS OF PAYMENT ARE CASH, IN UNITED STATES DOLLARS, IN FULL, WITHIN THIRTY (30) DAYS FROM DATE OF SHIPMENT. A SERVICE CHARGE FOR LATE PAYMENT MAY BE ASSESSED AT AN INTEREST RATE OF 1.5% PER MONTH (OR SUCH OTHER RATE ALLOWABLE BY LAW). ALL ORDERS ARE SUBJECT TO THE APPROVAL OF FAIRBANKS MORSE, LLC'S CREDIT DEPARTMENT AND FAIRBANKS MORSE, LLC MAY REQUIRE FULL OR PARTIAL PAYMENT IN ADVANCE.

ITEMS SHOWN IN STOCK ARE SUBJECT TO PRIOR SALE

PLEASE REFERENCE FAIRBANKS MORSE, LLC'S QUOTATION NUMBER WHEN PLACING ORDER

PLEASE NOTE: FAIRBANKS MORSE, LLC HAS A \$500.00 MINIMUM ORDER/SHIPMENT VALUE REQUIREMENT (DOES NOT INCLUDE CERTIFICATION FEES OR FREIGHT CHARGES THAT MAY APPLY)

QUOTATION IS SUBJECT TO THE ACCOMPANYING TERMS & CONDITIONS

Commercial Quotes/Proposals:

FMD reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of this proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. FMD will provide advance notice of any such adjustments along with documentation supporting the changes. Additionally, if the imposition of tariffs causes a delay in contract performance, FMD will also seek an equitable adjustment to the delivery schedule.

All POs:

FMD reserves the right to adjust prices to reflect the impact of any tariffs, duties, or similar governmental charges imposed after the date of its proposal. These adjustments will be calculated to ensure fair allocation of the increased costs. FMD will provide advance notice of any such adjustments along with documentation supporting the changes. Additionally, if the imposition of tariffs causes a delay in contract performance, FMD will also seek an equitable adjustment to the delivery schedule.

Engine 6 rebuild.

Quote for Fairbanks

Labor quote	\$	595,071.68
parts quote	\$	322,926.92
total for FM	\$	917,998.60

paid to date		
Parts order 1 360473	\$	215,981.66
order # 40148306	\$	4,136.34
total	\$	220,118.00

cock indicators

total budgeted	\$	1,035,000.00
total Paid round 1	\$	267,983.27
total Invoices paid round 2	\$	632,159.73

approved and paid	\$	900,143.00
budget left	\$	134,857.00

round 2 paid parts		
invoice 367767	\$	3,139.08
invoice 637610	\$	626.50
invoice 366836	\$	30,184.23
invoice # 367767	\$	3,139.08
cooling water pipe locating pipes		
round 2 paid labor		
labor invoice 16285	\$	595,070.84

total invoices to paid round 2 \$ 632,159.73

Other bills paid for unit #6 project		
Amount Valve rebuild 1	\$	3,217.00
Amount Valve rebuild 2	\$	3,217.00
Amount parts	\$	480.00
badger steel	\$	365.18
nugent oil filters	\$	1,390.22
world fuel (lube oil)	\$	34,942.50
Ace hardware	\$	373.87
auto valve	\$	612.69
mcmaster car	\$	3,266.81
Total	\$	47,865.27

JHFOSTER

A Tavoron Company

QUOTATION

JHF-272684992-04

Prepared For
CUMBERLAND MUNICIPAL UTILITY

TO: CUMBERLAND MUNICIPAL UTILITY
950 1ST AVE
CUMBERLAND, WI 54829-9550

DATE: 6/22/26
FOB: ORIGIN
TERMS: NET30 with Approved Credit

ATTN: Gene Pierce
gene@cmutility.com
(715) 822-2595

JHFOSTER IS PLEASED TO PRESENT THE FOLLOWING FOR YOUR CONSIDERATION:

Item	Qty		Unit Price	Ext. Price
1	2	Quincy D370HP Reciprocating Air Compressor, High Pressure, Base Mount, 250 PSI, 15 HP, 230/3/60	\$9,890.00	\$19,780.00
		The legendary Quincy QR series is recognized as the toughest reciprocating compressor in the world. The Quincy QR-370 High Pressure is fully pressure lubricated to all the critical surfaces and comes standard with the Safe-Q-Lube System for safety protection when oil pressure is low. Engineered for lasting performance, the Quincy QR-370HP has been designed for quick and easy maintenance. The QR series provides uncompromising reliability and performance. Key Features & Benefits: -Features cast iron crankcase, cylinders, and head. -Positive displacement oil pump provides constant lubrication to all critical wear areas. -Rifle drilled, counterweighted ductile iron crankshaft reduces vibration and extends the life of the bearings and wrist pins. -Quincy's heavy-duty, disc-type valves are efficient, they are accessible without having to remove the cylinder head, unhooking the discharge lines, unbolting the intercoolers, or any other typical valve maintenance procedure. -Slow speed operation requires less maintenance and produces more cfm per hp. -Safe-Q-Lubrication lets compressor start load free for lower energy costs & less wear on motor. Technical Information: Capacity (ACFM): 41.5 Horsepower: 15		

Item	Qty		Unit Price	Ext. Price
		Available Pressure (PSIG): up to 250 PSIG Installation Information: Weight: 1045 Dimensions: 41 x 30 x 37 Voltage: 230/3/60 Notes: Special pricing is only valid for units ordered on a JH Foster stock order		
2	2	SII A10051-300 200 Gallon Air Receiver 300PSI Rated Mfg Part # A10051 Silvan Model A10051, 200-gallon, 300psig, vertical air receiver with base ring. Technical Specifications: - 300 psi ASME rated - Primer painted Installation Information: - Weight 695 lbs. - Dims: 30" diameter 72" overall height Notes: Includes Tank accessory kit, rated for 1150 cfm @ 300 psi, includes safety relief valve, liquid filled pressure gauge, ball valve manual drain, and gauge shut off valve.	\$5,435.00	\$10,870.00
3	1	Nano G50N0735WS Mid to High Pressure Water Separator Nano F3 mid-pressure aluminum filters are rated for a maximum working pressure of up to 725 psig. Manufactured from machined or die cast aluminum, they are designed for higher pressure applications. Part # TBD	\$1,395.00	\$1,395.00
4	1	Nano X-CC200-3 Aftercooler The X1 X□CC Series are complete cooling packages designed for most rotary and piston air compressors. The X□CC Series features a rugged bar□and□plate aftercooler that minimizes air□side fouling. 3-Phase Part# 1280 8064 33	\$2,010.00	\$2,010.00
			Total:	\$34,055.00

Unless otherwise noted, freight, installation, and sales tax are not included in pricing. Please reference quote number on all correspondence or when placing order.

Thank you for this opportunity to quote. If I may be of further assistance, please feel free to contact me at your convenience.

Sincerely,

Kyle Messerly

Kyle Messerly

kyle.messerly@jhfooster.com

TERMS AND CONDITIONS CONTAINED HEREIN ARE MADE A PART OF THIS QUOTATION. FAILURE TO OBJECT CONSTITUTES AUTOMATIC ACCEPTANCE OF THESE TERMS. TYPICALLY QUOTES ARE VALID FOR 30 DAYS. HOWEVER, WITH THE CURRENT ECONOMIC SITUATION, PRICING MAY CHANGE WITHOUT NOTICE. TERMS AND CONDITIONS OF SALE FOUND AT:

Link to Terms: [Terms & Conditions](#)

Confidential and Proprietary Information:

This quotation, including the illustrations and descriptions is the confidential and proprietary property of JHFOSTER, no reproduction or transmission of this quote or any part therefore is permitted without the express written consent of JHFOSTER.

Cart ID: HC07991900

Items \$6,539.50 [SAVE THIS CART](#)

[Continue Shopping](#)

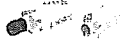
[Create Quote](#)

[Checkout](#)



Single Pressure Transmitter 0 - 15.0 PSI

626-07-GH-P1-E1-S1



0 In Stock

Available in 3 weeks

[Add Special Instructions](#)

[Add Unique Part #](#)

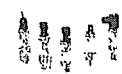
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8

[Update](#)

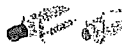
[Remove](#)

\$1,804.00



Series-626-628 Configured

626-10-GH-P1-E1-S1



Remainder available in 1 day

Add Special Instructions

Add Unique Part #

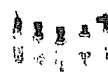
\$225.50 / each

17

Update

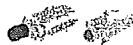
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\$3,833.50



Series-626-628 Configured

626-09-GH-P1-E1-S1



Available in 1 day

Add Special Instructions

Add Unique Part #

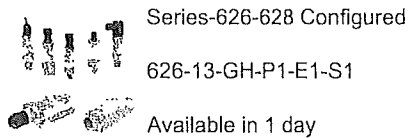
\$225.50 / each

3

Update

Remove

\$676.50



Series-626-628 Configured

626-13-GH-P1-E1-S1

Available in 1 day

Add Special Instructions

Add Unique Part #

\$225.50 / each

1

Update

Remove

\$225.50

Returns & Shipping Information

Coupon Code

enter coupon code

Apply

Subtotal:

\$6,539.50

[Get Estimated Shipping & Tax](#)

Order Total*:

\$6,539.50

Taxes not included in order total

For easy checkout later, upload your tax exemption now

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	1 of 5 HACH1082706
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Partnership Number : HACH1082706 Version : 0.9 Quotation Date : 01-JUN-26
Expiration Date : 30-AUG-26

Hach Company Contact : Mayer, Jordan Service Partnership Phone : (800) 227-4224 x6275 Service Partnership Email : jordan.mayer@hach.com
Customer Ref : Renewal Quote Customer Contact : PEICHEL, JORDAN
Customer Phone : 8222595 Customer Fax : Customer Email : JORDAN@CMUTILITY.COM

Bill-To Account # 40223045		Ship-To Account # 40223045		
Customer Name	CUMBERLAND MUNICIPALITY UTILITY	Customer Name	CUMBERLAND MUNICIPALITY UTILITY	Payment Terms: Net 30
Address4		Address4	WASTEWATER	Billing Method: Annual-Invoices on START Date
Address1	PO BOX 726	Address1	1165 SAINT ANTHONY ST	Currency: USD
Address2		Address2		
Address3		Address3		
City,State, PostalCode	CUMBERLAND-WI-54829	City,State, Postalcode	CUMBERLAND-WI-54829-8518	
Province/Country	US	Province/Country	US	

Line	Service Name				Line Total
	Covered Product	Start Date	End Date	Description/Serial Number	
1	FSPPHOSPHAXSC	30-JUN-26	29-JUN-27	aa Fld Svc-2V Phosphax sc V.2006:30-JUN-2026:29-JUN-2027 Hach's Field Service Partnership provides full coverage for on-site repairs and two preventative maintenance, calibration, and certification services per year. As a Partnership customer, your repairs will be put into priority status. You'll also have access to unlimited technical support with an exclusive support number that puts you at the front of the call queue. Filtrax coverage sold separately.	3,555.00
	1.1 LXV422.99.13002			db PHOSPHAX sc PHOSP ANLZ 115-230V,1 CH ; 1845878	
2	FSPFILTRAX	30-JUN-26	29-JUN-27	Fld Svc-4V	4,654.00

	HACH SERVICE PARTNERSHIP QUOTATION	Page : 2 of 5 Partnership Number : HACH1082706
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593

Filtrax:30-JUN-2026:29-JUN-2027				
2.1	LXV294.54.00000			db FILTRAX CONTROL MODULE, 115VAC ; 1842839
3	FSPLDO2	30-JUN-26	29-JUN-27	1,036.00
				Fld Svc LDO2 - 1 visit:30-JUN-2026:29-JUN-2027 Field Service Partnership provides full coverage, including one on-site annual preventative maintenance/calibration service and probe replacement upon failure.
3.1	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 152110000057
3.2	9020000			ASSY, PROBE, LDO MODEL 2, HACH ; 152110000019
4	PMP-GLPHORP-1V	30-JUN-26	29-JUN-27	772.00
				PMP-GLI pH ORP PROBE-1V (FRV 1):30-JUN-2026:29-JUN-2027
4.1	DRD1P5			Digital ORP Sensor,PEEK, Convertible ; 1811440164
4.2	DRD1P5			Digital ORP Sensor,PEEK, Convertible ; 1811440183
5	PMP-1720E-1V	30-JUN-26	29-JUN-27	364.00
				PMP-1720E TURB-1V (FRV4):30-JUN-2026:29-JUN-2027
5.1	LPV417.99.00002			1720E LR TURBIDITY SENSOR, HACH ; 150700506243
				Sub Total : 10,381.00 Tax: 0.00 Total : 10,381.00

Partnership Notes :

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract. This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.

Customer Name : CUMBERLAND MUNICIPALITY UTILITY

Customer P.O. Number : _____

	HACH SERVICE PARTNERSHIP QUOTATION <i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	Page : Partnership Number : WebSite: www.hach.com	3 of 5 HACH1082706 <i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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Customer Reference Number : _____

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS:

These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION:

Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY:

Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION:

Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES:

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS:

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from selling off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY:

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach Instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION:

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

9. PATENT PROTECTION:

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS:

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or

	HACH SERVICE PARTNERSHIP QUOTATION Headquarters P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 Purchase Orders	Page : 4 of 5 Partnership Number : HACH1082706 WebSite: www.hach.com	Remittance 2207 Collections Center Dr Chicago, IL 60693 Wire Transfers Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593
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machined components.

11. SOFTWARE:.

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY:

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacy-policy>.

13. CHANGES AND ADDITIONAL CHARGES:

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE:

Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:

Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will not comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE:

Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER:

Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY:

None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION:

The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

21. ENTIRE AGREEMENT & MODIFICATION:

These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

	HACH SERVICE PARTNERSHIP QUOTATION	Page : Partnership Number :	5 of 5 HACH1082706
	<i>Headquarters</i> P.O. Box 389 5600 Lindbergh Drive Loveland, CO 80539-0389 <i>Purchase Orders</i>	<i>WebSite:</i> www.hach.com	<i>Remittance</i> 2207 Collections Center Dr Chicago, IL 60693 <i>Wire Transfers</i> Bank of America 231 S. LaSalle St. Chicago, IL 60604 Account: 8765602385 Routing (ABA): 026009593



Proposal

DATE: June 1, 2026

PROJECT: Cumberland Wonderware Updates

TO: Katie Goin katie@cmutility.com (4 Pages)
Jordan Peichel jordan@cmutility.com
City of Cumberland
1265 2nd Ave,
Cumberland, WI 54829
715-822-2595

Energenecs is pleased to offer the following proposal for the Cumberland WWTP Wonderware software upgrade project in accordance with your email request on May 18, 2026.

Specifically includes:

Wonderware Software Update:

- Update Aveva Wonderware Application Software, serial number 1713476-1, to 2023 version (most recent version available)
- Combine the WWTP Wonderware application and Ovivo application

XLReporter:

- Add new SyTech XLReporter to system to provide expanded historical reporting capabilities

MBR Building small form factor computer (in cabinet):

- One (1) Lenovo small form factor computer
- Provide bi-lateral SCADA monitoring in MBR building

PROPOSAL INCLUDES:

- Project coordination and design
- Aveva SCADA application programming
- SyTech XLR data reporting software programming
- Field start-up and testing of all SCADA & XLR software
- One (1) year parts & labor warranty on hardware

PROPOSAL EXCLUSIONS

- Any applicable sales tax
- Additional Aveva & XLR users are an additional fee
- Replacement Hope Industrial screen in MBR building is not proposed at this time

Hardware & Software Price:

\$13,935.00

Associated Labor Range:

\$21,000.00 to \$31,000.00

Total Not to Exceed Price:

\$44,935.00

Price valid until December 31, 2026.

Sincerely,

Keith Kohn
Energenecs
(262) 685-6506 Mobile
keith.kohn@energenecs.com

All applicable taxes will be added to the above price.
The Terms and Conditions attached apply to this Proposal.

Energenecs, Inc. Standard Terms and Conditions

PURCHASE ORDER FORMS

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services by Energenecs, Inc., a Wisconsin corporation ("SELLER") to the buyer named on the signature page of these Terms ("BUYER"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the goods and services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. By ordering any goods or services from SELLER, BUYER is agreeing to these Terms. The accompanying Proposal and these Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of BUYER'S general terms and conditions of purchase regardless of whether or when BUYER has submitted its purchase order or such terms. Fulfillment of BUYER'S order does not constitute acceptance of any of BUYER'S terms and conditions and does not serve to modify or amend these Terms.

SHIPPING TERMS AND TITLE & RISK OF LOSS

Delivery of the goods will be made F.O.B. factory unless expressly agreed upon in writing by the BUYER and SELLER. Title and risk of loss passes to BUYER upon shipment of the goods from SELLER'S factory. SELLER shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the goods, BUYER hereby grants to SELLER a lien on and security interest in and to all of the right, title, and interest of BUYER in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Wisconsin Uniform Commercial Code.

ACCEPTANCE

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of these Terms hereof.

CREDIT APPROVAL

The credit terms specified on the face hereof are subject to SELLER'S continuing approval of BUYER'S credit and if, in SELLER'S sole judgment, BUYER'S credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

PRICE AND TERMS OF PAYMENT

BUYER shall purchase the goods and services from Seller at the prices set forth in attached Proposal. If the prices should be increased by SELLER before delivery of the goods to a carrier for shipment to BUYER, then these Terms shall be construed as if the increased prices were originally inserted herein, and BUYER shall be billed by Seller on the basis of such increased prices. From time to time, SELLER may require payment upfront, in advance, upon shipment of the goods to the job site, or upon certain milestones being met. If SELLER doesn't require payment in the above-mentioned manners, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid. Payment must be received before start up can be authorized. FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES. If no startup is required, payment is due net 30 days from invoice date. BUYER'S PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYER'S RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorneys' fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by BUYER. BUYER may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to SELLER or any of our representatives, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to BUYER by SELLER.

WARRANTY AND LIMITATION OF LIABILITY

SELLER is a system integrator/manufacture's representative and, as such, our product guarantees and warranties, as applicable, are set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent. For the avoidance of doubt, SELLER makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability, (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

In no event shall SELLER be liable to BUYER or any third party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not SELLER and BUYER have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

Except for the warranties set forth in these Terms, SELLER makes no warranty whatsoever with respect to the goods or services, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. In no event shall SELLER'S aggregate liability arising out of or related to these Terms, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the total of the amounts paid to SELLER for the goods and services sold hereunder.

IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

CLAIM PERIODS

All goods are shipped at the risk of the BUYER after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYER'S receipt of said equipment.

CHANGES, CANCELLATIONS, RETURNS

All requests for changes, cancellations, or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. These Terms shall also govern and be binding to all BUYER requested/approved change orders.

FORCE MAJEURE

SELLER shall not be liable or responsible to BUYER, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SELLER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

AMENDMENT AND ASSIGNMENT

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party. Any additional or different terms proposed by BUYER are objected to and they will have no force or effect unless accepted by SELLER in writing. BUYER shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of SELLER. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves BUYER of any of its obligations under these Terms.

RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

DISPUTES AND CHOICE OF LAW

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal and state courts located in the State of Wisconsin in each case located in the City of Milwaukee, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

SUBMITTAL DRAWINGS & OPERATION/MAINTENANCE MANUALS

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents

Energenecs, Inc.
Standard Terms and Conditions

**THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL
AFTER THIRTY DAYS FROM ISSUANCE.**

By:	Energenecs, Inc.	Keith Kohn
I accept this proposal and all terms thereof:		
Accepted:		
Title:		
Date:		PO #:



PROPOSAL

1800 Laemle Ave | Marshfield, WI 54449 | 715-387-8429

Katie Goin
City of Cumberland
1165 St. Anthony St.
Cumberland, WI 54829

Project Reference: Cumberland WWTF - Maint 2026
Quote Date: 05/19/26
Quote Expires: 06/18/26
Bid Date/Time 05/19/26
Bid No./Revision: 2261 REV2

Phone: 715-822-2951 Email: katie@cmutility.com

RE: Cumberland WWTF - Maint 2026

The undersigned, having familiarized ourself with the plans, specifications, and local conditions affecting the cost of the work, hereby propose to furnish all labor, material, necessary tools, expendable equipment, and all utility and transportation services necessary to complete the following in a workmanlike manner according to standard practices. This proposal will not be withdrawn for a period of thirty (30) days after proposal date.

BASE BID	HEADWORKS BUILDING WATER PIPING REPAIRS	\$37,100.00
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We base our price on replacing existing PVC water piping/fittings/ball valves associated with both the influent screen booster pumps. Piping will be replaced with stainless steel. Replacement piping will start after the branched tee off of the main water line and ends at the connection to the screens. Price also includes replacing the water meter piping from the flange off the wall to the wye-strainers before the backflow preventor. This includes the flow meter by-pass piping and all associated ball valves. Piping, valves, and fasteners will be stainless steel. Certified Master Plumber will be on-site to perform scope of work. Scope of work is estimated to be completed in 4 days.

At minimum we exclude the following:

- State/Federal Prevailing Wages, Performance & Payment Bond.
- Sales tax is excluded from this proposal. An estimate for sales tax on purchases of materials and equipment by contractor and subcontractors is listed above. If this project qualifies for exemption, owner shall provide a certification of exempt status which authorizes contractor and subcontractors to make purchases without sales tax.
- Quality control concrete, soil, water leakage, and/or lead & asbestos testing or survey.
- Contaminated soil & water remediation and/or removal. If contaminated water is encountered, owner is responsible for proper disposal costs.
- Asbestos & lead abatement.
- Ground water dewatering removal.
- Unsuitable soils removal and/or replacement.
- Temporary bypassing and/or treatment.

Owner Responsibilities:

- Supply of potable and/or non-potable water supply.
- Supply of Electricity for construction purposes.
- Supply of Restroom facilities.

Clarifications:

- Potable water will need to be turned off for work to be completed on the water meter line. Owner to verify that isolation valve is operational.

Payment Terms: Invoiced upon completion and/or monthly and payable within 30 days from date of invoice. 18% Annual interest added to accounts over 30 days. Where retainage is applicable, client may withhold a maximum of 5%, not to exceed the value of work to be completed. Staab requires full retainage release & final payment within 60 days of completion for our scope of work.

Schedule: Staab will begin executing contract obligations within 30 calendar days after we receive a notice to proceed and will be completed in approximately 4 calendar days. Normal work hours are Monday thru Thursday, 10 hour days per week straight time labor rate. Compressed schedule compensation is assessed at 1.5 times after 10 hours each day and/or beyond a 40 hour work week. Holiday pay compensation is assessed at 2 times the hourly base rate. Compensation adjustments are based on the rates noted below under "Changed Conditions".

Changed Conditions / Contract Adjustment Rates: If subsurface, latent, and/or unknown physical conditions differ from those indicated in this agreement or in documents made available by Contractor, Engineer, or Owner, Staab Construction shall be entitled to an equitable change in contract price and an extension of the project completion date for such changed conditions. Extra work and associated costs will proceed only upon written orders, and will become an extra charge over and above this base bid price. Such additional charges will be based on actual cost required to complete the work. Rates for time & material cost plus proposals are available upon request.

Price Escalators: If there is an increase in the actual cost of labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience.

Contract Cancellation: Upon written notification for any such nature that our contract is to be terminated, Staab Construction will stop work immediately. Costs incurred will be billed for reimbursement utilizing the rates noted in "Changed Conditions/Contract Adjustment Rates".

Limited Warranty: Unless otherwise noted on the face hereof, Staab Construction goods, auxiliaries, and parts thereof are warranted per contract agreement documents, against defective workmanship and material for a period of twelve (12) months from date of substantial project completion with the original user. If the goods or services do not conform to the warranty stated above, then as Buyer's sole remedy, Staab shall, at Staab's option, either repair or replace the defective goods or reperform defective services not to exceed the value of the original contract. If applicable, Staab will assign to Buyer all warranties applicable to any portion of the Work or Materials obtained from third parties, or if not assignable, will assert such warranties on behalf of buyer's request. Warranty shall not apply to any work which that has been subjected to improper or excessive operating conditions, misapplications, accidents, neglect, improper repair or alteration, normal wear and tear, corrosion, abrasion or erosion, abuse, defects resulting from Buyer's specifications or designs, or any unauthorized disassembly or rework by others.

Contracts: Please note this proposal is for bid submission reference only and is not a formal contract between buyer and seller. A mutual agreed upon contract form will be selected between buyer and seller after Staab receives written confirmation accepting this proposal. At that time both parties will review agreeable contract terms and conditions as it relates to this proposal document.

Sales & Use Tax: Sales & use tax on the purchase of material and equipment by Staab and subcontractors has been excluded as part of this proposal. If this proposal is tax exempt, owner will provide documentation to be used by Staab and all subcontractors to purchase materials and equipment without sales tax. If this proposal is not tax exempt, please add the appropriate sales tax value referenced in the pricing table above.

Insurance: Staab Construction purchases and maintains property insurance (Builders Risk or Installation Floater) upon the Work on a completed value basis, in the amount of the full insurable replacement cost and be written on a "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the owner or engineer. Property insurance shall be maintained until the project has reached substantial completion and is operating to its intended purpose.

Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete. Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined.

Other insurance Staab Construction will maintain includes liability, automobile, and workman's compensation. insurance. Professional liability insurance will be provided to cover claims for negligent professional services performed by Staab Construction during the term of this agreement. Staab Construction will not be required to provide professional design services unless specifically required by the Contract Documents for a portion of the work. Limits of professional liability insurance is \$2,000,000 per claim and an annual aggregate of \$2,000,000.

In order to secure performance of its payment and other obligations under this agreement, owner shall provide contractor with financial security in such form as shall be reasonably acceptable to contractor. Such security shall be delivered to and approved by contractor within thirty (30) days of the effective date of this agreement. In the event that owner does not provide acceptable financial security by such date, contractor may at its election immediately or within thirty (30) days thereof terminate this agreement in which case this agreement shall be of no further force or effect except that owner shall be and remain fully liable for the cost of the work theretofore incurred by contractor in connection with this project together with 15% percent of such expenditures (to cover contractor's profit and overhead) regardless of when such expenditures were incurred and regardless of whether such expenditures ultimately proved to be of any value or use to owner.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, THIS CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. THIS CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Respectfully Submitted By:

Jacob J Charron

Service Manager

Jake Charron

ACCEPTANCE OF PROPOSAL -	The prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. This proposal will now be a binding contract.
Signature: _____	Date: _____
_____ (Printed name and title)	

GENERAL, MECHANICAL, EARTHWORK CONTRACTOR

Municipal & Industrial

The Contractor of Choice Improving Tomorrow's Environment

ESTIMATE

DeSantis Excavating, LLC
2117 6 1/4 Street
Cumberland, WI 54829

DeSantisExc@hotmail.com
+1 (715) 790-8034



Bill to
Cumberland Municipal Utilities

Ship to
Cumberland Municipal Utilities

Estimate details

Estimate no.: 1050

Estimate date: 04/16/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Manhole replacement	Bob & Steves	1	\$10,400.00	\$10,400.00
Total						\$10,400.00

Note to customer

Removed and replace manhole at Bob & Steves. Make 2 new connections and replace castings.

Accepted date

Accepted by

ESTIMATE

DeSantis Excavating, LLC
2117 6 1/4 Street
Cumberland, WI 54829

DeSantisExc@hotmail.com
+1 (715) 790-8034



Bill to
Cumberland Municipal Utilities

Ship to
Cumberland Municipal Utilities

Estimate details

Estimate no.: 1054

Estimate date: 06/23/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Concrete Diamond + Adjust Manhole		8	\$1,660.00	\$13,280.00
Total						\$13,280.00

Note to customer

This quote is good for a minimum of 8 Diamonds. Remove all concrete rings and install chimney seal, rebar and concrete. Any manholes with excess of 12" of rings will be subject to additional charges.

Accepted date

Accepted by

CBS Squared Inc.

Agreement for Professional Services

This agreement is effective as of May 22, 2026 between City of Cumberland, 950 1st Avenue, Cumberland, Wisconsin 54829 (Client) and CBS Squared, Inc. 770 Technology Way, Chippewa Falls, WI 54729 (Consultant).

In accordance with the Master Agreement dated December 6th, 2017 and agreements dated January 17, 2022 and January 22, 2024, this letter agreement describes the scope, schedule, and payment conditions for Consultant's work on the Project described as follows:

SCOPE:

The project consists of engineering services for a water treatment plant at municipal Well #6. The treatment plant is based off a pilot conducted by Water Surplus (separate consultant to the Client). The treatment process will remove iron and manganese in the well water using either sodium permanganate or ozone as an oxidant. We will prepare plans and specifications, sanitary sewer extension, bidding documents, Wisconsin Department of Natural Resource (WDNR) plan submittal, SDWLP funding administration and provide part time construction RPR (Resident Project Representative) services. The project site is the 1200 block of 5th St (Highway 48). The well project does not include parcel land platting.

Design \$189,400

WDNR Submittal \$9,400

Bidding \$5,600

Construction RPR \$96,300

Construction Administration, AFP's \$58,700

Funding Application \$13,600

Funding Administration \$32,400

Total Engineering Fee \$405,400

Expenses will be invoiced based on actual costs or according to U.S. General Services Administration (GSA) established rates and mileage per the current federal mileage rate.

CBS Squared Project ID: CUMBE 21001 (26001)

Payment: The payment method, basis, frequency, and other special conditions are set forth below:

Hourly Basis

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. The current rate table can be found in Exhibit 1. The rate table used will be for the current year and will be available upon the Client's request.

Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement.

1. Transportation and travel expenses (mileage).
2. Total station and GPS equipment.
3. Lodging and meal expenses connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, reports, plan and specification reproduction expenses.
6. Postage, handling, and specific delivery services.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project, including but not limited to, additional project specific insurance requirements.
11. The cost of special consultants or technical services (not already included in contracted fees) as required. The cost of sub-consultant services shall include actual expenditure plus 10% markup for the cost of administration and associated insurance.

Remittance Address for Checks:

770 Technology Way, Ste 1A
Chippewa Falls, WI, 54729

Email for ACH Invoice Remittance:

accountsreceivable@cbssquaredinc.com

Equipment Utilization

The utilization of specialized equipment, including automation (survey equipment, reproduction equipment etc.), is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

AGREEMENT SUMMARY: This Agreement for Professional Services, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant within this document. The Agreement for Professional Services (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party, within fifteen (15) calendar days of notification by either part

The contract is between the following representatives:

Client's Representative: Jordan Peichel

Address: 950 1st Avenue, Cumberland, Wisconsin 54829

Telephone: 715-671-8111 e-mail: jordan@cmutility.com

Project Manager: Jon Strand

Address: 770 Technology Way, Suite 1A, Chippewa Falls, WI 54729

Telephone: 715-829-7979 email: jstrand@cbssquaredinc.com

CBS Squared, Inc.

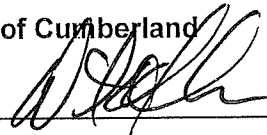
By: _____



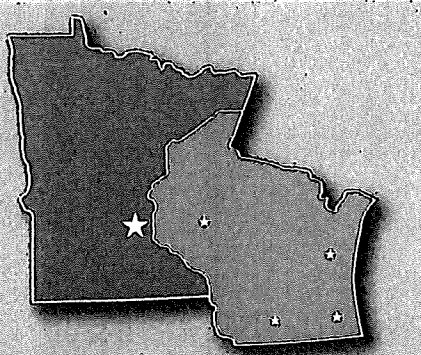
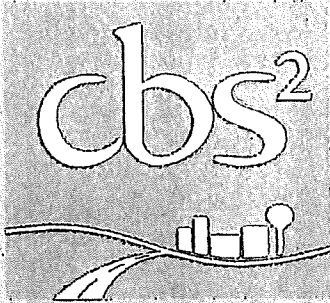
Title: John Beckfield, Vice-President

City of Cumberland

By: _____



Title: Daniel C. Shoemaker, Mayor



615 First Avenue, NE, Suite 415
Minneapolis, MN 55413



info@cbs2quandrive.com



715.861.5226

EMPLOYEE RATE TABLE 2026

EMPLOYEE TYPE		RATE
ARCHITECTURE	Senior Architectural Project Manager	\$ 208. ⁰⁰
	Senior Architectural Design Leader	\$ 169. ⁰⁰
	Architectural Designer	\$ 155. ⁰⁰
	Senior Architectural Technician	\$ 132. ⁰⁰
	Architectural Technician	\$ 105. ⁰⁰
CONSTRUCTION	Senior Construction Project Manager	\$ 204. ⁰⁰
	Construction Project Manager	\$ 187. ⁰⁰
	Senior Construction Project Leader	\$ 177. ⁰⁰
	Construction Project Leader	\$ 150. ⁰⁰
	Senior Construction Technician	\$ 167. ⁰⁰
	Construction Engineer	\$ 137. ⁰⁰
	Construction Technician	\$ 116. ⁰⁰
	Field Assistant	\$ 105. ⁰⁰
DESIGN	Senior Design Leader	\$ 194. ⁰⁰
	Design Leader	\$ 172. ⁰⁰
	Senior Design Technician	\$ 137. ⁰⁰
	Design Engineer	\$ 137. ⁰⁰
	Design Technician	\$ 120. ⁰⁰
MUNICIPAL	Engineering Technician	\$ 116. ⁰⁰
	Senior Municipal Project Manager I	\$ 250. ⁰⁰
	Senior GIS Project Manager	\$ 231. ⁰⁰
	Senior Municipal Project Manager II	\$ 204. ⁰⁰
SURVEY	Municipal Project Manager	\$ 187. ⁰⁰
	Senior Survey Project Manager	\$ 245. ⁰⁰
	Senior Professional Land Surveyor	\$ 197. ⁰⁰
	Senior Plat Specialist	\$ 148. ⁰⁰
	Senior Survey Specialist	\$ 149. ⁰⁰
	Professional Land Surveyor	\$ 140. ⁰⁰
	Plat Specialist	\$ 125. ⁰⁰
	Survey Specialist	\$ 125. ⁰⁰
STRUCTURAL	Survey Technician	\$ 116. ⁰⁰
	Senior Structural Project Manager	\$ 250. ⁰⁰
	Structural Project Manager	\$ 190. ⁰⁰
	Structural Design Leader	\$ 179. ⁰⁰
TRAFFIC	Structural Design Engineer	\$ 137. ⁰⁰
	Senior Traffic Project Manager	\$ 243. ⁰⁰
	Traffic Project Manager	\$ 204. ⁰⁰
	Senior Traffic Engineer	\$ 153. ⁰⁰
TRANSPORTATION	Traffic Engineer	\$ 142. ⁰⁰
	Senior Transportation Project Manager	\$ 246. ⁰⁰
	Transportation Project Manager	\$ 194. ⁰⁰
	IT Manager	\$ 187. ⁰⁰
ADMINISTRATION	Senior Administrative Leader	\$ 168. ⁰⁰
	Senior CAD Leader	\$ 165. ⁰⁰
	Administrative Leader	\$ 149. ⁰⁰
	Senior Administrative Specialist	\$ 134. ⁰⁰
	Administrative Specialist	\$ 110. ⁰⁰
	Student Engineer/Intern	\$ 105. ⁰⁰
	Meals, Per Diem, Mileage	GSA

Note: All rates based on Fiscal Year 2026

CITY OF CUMBERLAND, WISCONSIN

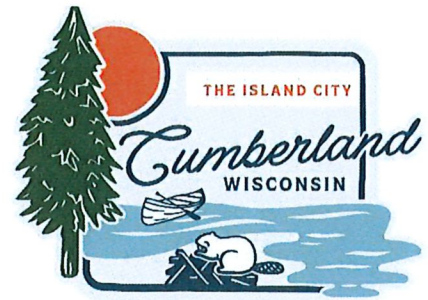
Daniel C. Shoemaker, Mayor
Randall D. Reeg, Administrator
Arlene Frisinger, Clerk
Lori Nyhus, Treasurer

mayor@cityofcumberland.net
cityadmin@cityofcumberland.net
clerk@cityofcumberland.net
treasurer@cityofcumberland.net

Phone: 715.822.2752
Fax: 715.822.3799

950 1st Avenue
Cumberland, WI 54829

www.cityofcumberland.net



July 7, 2026

TO: Mayor Shoemaker and City Council
FROM: Randy Reeg, City Administrator
RE: Roll Call Votes

There have been some questions recently about when roll call votes are and are not required. Wis. Stats. 62.11(3)(d) requires a roll call vote in the following situations:

- Confirmation of appointments.
- Adoption of any measure assessing taxes.
- Adoption of any measure levying taxes.
- Adoption of any measure appropriating money.
- Adoption of any measure disbursing money.
- Adoption of any measure creating a liability against the City.
- Adoption of any measure creating a charge against the City.
- Adoption of any measure creating a liability against any City fund.
- Adoption of any measure creating a charge against any City fund.

In addition, any member of the Common Council may require a roll call vote on any matter, even when the statute would not otherwise require one.

When a roll call vote is taken, the vote of each member must be recorded in the City Council minutes.



City of Cumberland
950 1st Av
Cumberland, WI 54829

ATTN: Randy Reeg

Date	Type	Invoice #	Description	Amount	Payment	Balance
6/8/2026			2026 BCEDC Contribution	\$3667.00		\$3667.00
					Total	\$3667.00

Remit To:
BCEDC
335 E Monroe Ave
Barron, WI 54812

Terms: 30 days

Let me know if you would like me to
appear before council to provide a yearly
update.



3213 Louis Ave, Suite G • PO Box 1027 • Eau Claire, WI 54702
(715)835-0538

Phone:(715)835-3169 Fax:

City of Cumberland

**Technical Support Services
For Heating, Ventilating and
Environmental Control Systems**

June 2026



City of Cumberland
950 1st Avenue
Cumberland, WI 54829

Scope of Services

Bartingale Mechanical Inc. will provide technical support services in accordance with the attached schedules and service support tasks for the following sites:

Cumberland City Hall / Senior Center

Hot Water Boiler Plant Equipment: We will provide efficiency testing and tuning of the gas-fired boilers to ensure this equipment operates at peak efficiency. In addition, we will test all of safety controls on the gas-fired equipment to ensure safety is maintained and that nuisance equipment lockouts do not occur causing disruption of service. We will also complete required functional performance testing and performance enhancement tasks on the water distribution system components and auxiliary systems to ensure reliable energy efficient operation of these systems. We will complete annual testing of the closed loop water system to ensure proper chemical levels to inhibit corrosion and ensure proper heat transfer. We will prepare the boilers for agency inspection as required. We will provide a list of any known deficiencies and recommendations for corrective action as needed.

Heating, Cooling, and Ventilation Equipment: We will perform seasonal performance enhancement tasks in accordance with the manufacturer's recommendations to ensure the equipment operates at peak efficiency. These tasks, at minimum, will include the following items:

- Lubrication of all bearings and motors in accordance with the manufacturer's recommendations
- Replacement of drive belts as required by condition or operating hours
- Spring start-up of the air condition equipment which includes a complete operational and safety control inspection and test, adjustment of the refrigeration components to ensure peak efficiency, and service of all electrical connections and components.
- Summer operational testing of the air conditioning equipment to ensure operation has remained at peak efficiency and cleaning of the outdoor condenser coils.
- Winter operational and performance test to ensure energy efficient operation.

Data Center Heating, Cooling, and Humidification Equipment: We will perform seasonal performance enhancement tasks in accordance with the manufacturer's recommendations on all equipment to ensure peak operating efficiency and reliability. This will include a complete operational and safety control inspection, seasonal heating, cooling, and humidification functional performance testing. We will also clean all coils associated with this equipment as required by environmental conditions. Lubrication of the drives and replacement of belts will be done to ensure reliable operation. We will provide a list of any known deficiencies and recommendations for corrective action as needed.

Temperature Control System: We will provide a semi-annual check of the temperature control system to ensure operation and efficiency.

Included Materials: Any consumable material or component required to complete the performance enhancement tasks identified in this agreement is included within the cost of this agreement. Items included are lubricants, gaskets, oil test kits, condenser coil cleaner, and specialty tools such as; air and water flow meters, combustion analyzers, and pressure washers.

Recommendations and Corrective Action: When energy conservation measures or known system or equipment deficiencies will require labor and material beyond the scope of this agreement, we will provide you with the appropriate documentation identifying the

present situation, the recommended solution, and a cost estimate for implementing the proposed solution. We will not proceed with any proposed solution without your approval.

Emergency Repair Services: Should the need arise, a service technician will be available 24 hours per day 365 days per year to provide emergency on-site service. Before dispatching a technician to your site, our on-call technician will attempt to resolve the problem on the phone with the customer's on-site representative making the call. If this proves to be unsuccessful, we dispatch a technician to your site.

Added Value Services: Our staff of service professionals will provide you with recommendations to ensure your systems are operating efficiently and that they will meet your life cycle expectations for the equipment. We will keep you informed on technological advancements and new products that may improve the cost effectiveness of your systems and equipment.

When will deliver a service that has a Focus on Energy incentive, we will obtain the appropriate form and complete our portion of the form and then send it to you for completion. Accompanying the form will be a cover letter with instructions for completing and submitting the form to Focus on Energy. The incentive will then be sent directly to your organization.

Energy Conservation Program Effective Date and Cost: This annual agreement shall be effective July 1, 2026 with automatic renewal 30 days prior to the anniversary date. We will notify you in writing of any changes to the annual costs for this program and of any adjustment to our labor rates for services beyond the scope of this agreement.

Location	2026-2027	2027-2028	2028-2029
Cumberland City Hall and Senior Center	\$4,680.00	\$4,910.00	\$5,160.00



City of Cumberland

Service Schedule

Cumberland City Hall

QTY	Equipment	Manufacturer	Location	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Hot Water Boiler #1	Camus	Mech Rm											1,5	
1	Hot Water Boiler #2	Camus	Mech Rm											1,5	
	Heating System Pumps	B & G	Mech Rm											2	
	System Water Testing		Mech Rm				1								
	VAV Boxes	Siemens Talon	Throughout				2								
1	Humidifier		Mech Rm				1								
1	Ductless Split Unit		Data Room				1					2			
1	A/C Condenser	Trane	Ground				1								
1	Air Handling Unit		Mech Rm				1					2			
1	Heat Exchanger		Rooftop				1					2			
1	Backflow Certifications		Mech Rm												

Identification of Visits:

- 1 Comprehensive Maintenance
- 2 Operational Inspection
- 3 Startup
- 4 Oil Analysis
- 5 Combustion Analysis



City of Cumberland

Service Schedule

Senior Center

QTY	Equipment	Manufacturer	Location	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1	Boiler	Weil-McLain CGa-4 PIDN	Mech Rm									1,5			
1	Packaged Unit	American Standard – Trane TCC060F100BF	East Side – Ground Lvl					1				2			

- Identification of Visits:
- 1 Comprehensive Maintenance
 - 2 Operational Inspection
 - 3 Startup
 - 4 Oil Analysis
 - 5 Combustion Analysis
 - 6 Filter Changes

Bartingale Mechanical Service Tasks

Boiler (hot water / steam)

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check gas pressure regulator.
- ☐ Check ignition and flame safeguard.
- ☐ Check flame quality.
- ☐ Visually inspect combustion chamber, draft diverter and flue for soot accumulation.
- ☐ Check all safeties.
- ☐ Check relief valves for leakage.
- ☐ Assure fuel shutoff.
- ☐ Blow down low water cutoff.
- ☐ Check motor and fan bearings. Lubricate as required.
- ☐ Check temperature and pressure.
- ☐ Check electrical connections.
- ☐ Check make-up water operation.
- ☐ Check for leaks and overall condition of the unit.
- ☐ Clean area around the equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check contactors.
- ☐ Check and tighten electrical connections.
- ☐ Check gas pressure regulator.
- ☐ Check and clean ignition and flame safeguard.
- ☐ Clean combustion fan wheel.
- ☐ Check flame quality.
- ☐ Perform pilot turndown test (if applicable).
- ☐ Visually inspect combustion chamber, draft diverter and flue for soot accumulation.
- ☐ Check all safeties and operating controls.
- ☐ Check relief valve to ensure proper operation.
- ☐ Blow down and clean low water cutoff.
- ☐ Check motor and fan bearings. Lubricate as required.
- ☐ Check temperature and pressure.
- ☐ Check make-up water operation.
- ☐ Check for leaks and overall condition of the equipment.
- ☐ Clean area around the equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Gas Water Heater

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check temperature.
- ☐ Check condition of relief valve.
- ☐ Check for leaks.
- ☐ Visually inspect flame.
- ☐ Check for unusual noise or vibration.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check temperature.
- ☐ Check and tighten electrical connections.
- ☐ Check gas pressure.
- ☐ Clean flame sensor.
- ☐ Clean igniter.
- ☐ Blow down tank.
- ☐ Inspect water condition.
- ☐ Lift relief valve to ensure proper operation.
- ☐ Check for leaks.
- ☐ Check for unusual noise or vibration.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Exhaust Fan

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check belts (if applicable).
- ☐ Check for proper fan operation.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check starter / contactor.
- ☐ Check and tighten electrical connections.
- ☐ Check safeties.
- ☐ Change belts (if applicable).
- ☐ Check and lubricate fan and motor bearings.
- ☐ Check for proper fan rotation.
- ☐ Check condition of blower assembly
- ☐ Check for unusual noises, vibration and wear. Report recommendation.
- ☐ Check overall condition of unit.
- ☐ Clean area around unit of debris.
- ☐ Complete any required checklists, report observations to customer.

Bartingale Mechanical Service Tasks

VAV Box

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check temperature.
- ☐ Check damper and linkage.
- ☐ Check thermostat and box for proper operation.
- ☐ Check for leaks in air lines (if applicable)
- ☐ Check fan operation (if applicable)
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check and tighten electrical connections.
- ☐ Check damper and linkage.
- ☐ Check for leaks in air lines (if applicable).
- ☐ Cycle thermostat and check for proper operation.
- ☐ Check overall condition of unit.
- ☐ Clean area around unit of debris.
- ☐ Complete any required checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Package Unit (RTU), Gas Heat

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check system temperatures and pressures.
- ☐ Check belts (if applicable).
- ☐ Check the condition of coil and air filters.
- ☐ Check economizer (if applicable)
- ☐ Check for proper fan operation.
- ☐ Check condenser fan motors and blades.
- ☐ Check for visible refrigerant leaks.
- ☐ Check condensate drain.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check starter / contactor.
- ☐ Check and tighten electrical connections.
- ☐ Check safeties.
- ☐ Clean burner assembly.
- ☐ Check igniter.
- ☐ Check the condition of coil and air filters.
- ☐ Change belts (if applicable).
- ☐ Visually inspect dampers. Lubricate as necessary.
- ☐ Check and lubricate fan and motor bearings.
- ☐ Check for proper fan operation.
- ☐ Check condition of condenser fan motors and blades.
- ☐ Check for visible refrigerant leaks.
- ☐ Clean condensate pan and drain.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of unit.
- ☐ Clean area around unit of debris.
- ☐ Complete any required checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Unit Ventilator

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check belts (if applicable).
- ☐ Check the condition of coil and air filters.
- ☐ Check for proper fan operation.
- ☐ Check valve operation.
- ☐ Check condensate drain.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check belts (replace as required).
- ☐ Check the condition of coil and air filters.
- ☐ Visually inspect dampers. Lubricate as necessary.
- ☐ Check and lubricate fan and motor bearings.
- ☐ Check fan operation.
- ☐ Clean condensate pan and drain (if accessible).
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of unit.
- ☐ Clean area around unit of debris.
- ☐ Complete any required checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Split System A/C

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check system temperatures and pressures.
- ☐ Check refrigerant charge and compressor oil level.
- ☐ Check the condition of evaporator coil and air filter.
- ☐ Check condition of the condenser coil.
- ☐ Inspect starter and electrical connections.
- ☐ Check crankcase heater.
- ☐ Check for proper fan operation.
- ☐ Check condenser fan motors and blades.
- ☐ Check for visible refrigerant and oil leaks.
- ☐ Check condensate drain.
- ☐ Check belts (if applicable).
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check system temperatures and pressures.
- ☐ Check refrigerant charge and compressor oil level.
- ☐ Check the condition of evaporator coil and air filter.
- ☐ Check condition of the condenser coil.
- ☐ Inspect starter and electrical connections.
- ☐ Check crankcase heater.
- ☐ Check for proper fan operation. Lubricate as required.
- ☐ Check condenser fan motors and blades.
- ☐ Check for visible refrigerant and oil leaks.
- ☐ Check condensate drain.
- ☐ Check belts (if applicable).
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Air Handling Units

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check the condition of evaporator coil.
- ☐ Check air filters.
- ☐ Check for proper fan operation.
- ☐ Visually inspect dampers.
- ☐ Check for visible refrigerant and oil leaks.
- ☐ Check condensate drain.
- ☐ Check belts.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Inspect starter and electrical connections.
- ☐ Inspect pilot and safeties (as applicable).
- ☐ Check flame quality (as required).
- ☐ Check and lubricate fan and motor bearings.
- ☐ Check coil conditions.
- ☐ Check air filter conditions.
- ☐ Check and clean condensate pan and drain.
- ☐ Check belts. Replace as needed.
- ☐ Check valves.
- ☐ Check for proper fan rotation.
- ☐ Check condition of blower assembly.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Bartingale Mechanical Service Tasks

Air Compressor & Refrigerated Air Dryer

Air Compressor

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Drain tank and check traps.
- ☐ Replace oil and check oil pressure.
- ☐ Check belts and sheaves. Replace as needed.
- ☐ Check air filter on suction side of compressor. Replace as needed.
- ☐ Inspect unloader and check valve.
- ☐ Inspect high pressure safety valve.
- ☐ Analyze motor operating conditions and lubricate.
- ☐ Check PE switch, starter and alternator.
- ☐ Record compressor run time.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Air Dryer

- ☐ Check refrigerant pressure and record.
- ☐ Record refrigerant temperature.
- ☐ Brush condenser and cover grilles as required.
- ☐ Operate drain trap and bypass valves.

Flue Gas Analysis

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Provide calibrated combustion analyzer.
- ☐ Ensure equipment can be cycled appropriately.
- ☐ Perform combustion analysis on identified equipment.
- ☐ Provide a report indicating calculated burner efficiency to include excess air and CO2
- ☐ Make adjustments to burner to bring it to peak efficiency.
- ☐ Make recommendations concerning any deficiencies found.

Bartingale Mechanical Service Tasks

Pumps

Operational

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Check pressures.
- ☐ Check for leaks.
- ☐ Visually inspect coupling.
- ☐ Check for unusual noise and vibration.
- ☐ Check overall condition of equipment.
- ☐ Clean area around equipment of debris.
- ☐ Complete any required maintenance checklists, report observations to customer.

Comprehensive

- ☐ Check with customer representative to discuss any operational deficiencies.
- ☐ Inspect starter and electrical connections.
- ☐ Check amp draw.
- ☐ Check for leaks.
- ☐ Check coupling.
- ☐ Check for proper fan rotation.
- ☐ Lubricate bearings.
- ☐ Check for unusual noises, vibration and wear. Report recommendations.
- ☐ Clean area around equipment of debris.

Complete any required maintenance checklists, report observations to customer.

Terms & Conditions

PRE-EXISTING CONDITIONS

The Provider agrees to make an initial inspection of the equipment covered by this Agreement within 30 days of the effective date of this Agreement or upon the first seasonal equipment startup thereafter, and to notify the Customer of any recognize deficiencies, hereinafter referred to as pre-existing conditions.

The Customer agrees to hold the Provider harmless from responsibility for repair services required as a result of pre-existing conditions. The Customer further agrees to either pay the Provider on a time and material basis to correct pre-existing conditions or to allow the Provider to delete from this Agreement repair services for equipment with pre-existing conditions and to adjust the cost of this Agreement accordingly.

EQUIPMENT ALTERATION OR REPLACEMENT

The Customer agrees to notify the Provider in writing of equipment covered by this Agreement that is altered or replaced by the customer or a third party after the effective date of this Agreement.*

The Provider may thereafter, upon inspection, delete or modify services from this Agreement for altered or replacement equipment and adjust the cost of this Agreement accordingly, if deemed necessary.

(*The Customer may, at its discretion pay the Provider on a time and material basis to alter equipment or install replacement equipment).

EQUIPMENT ACCESS

The Customer agrees to furnish the Provider with safe, reasonable and timely access to equipment covered by this Agreement and to permit the Provider to start and stop equipment covered by this Agreement without restriction. The Customer further agrees to keep areas adjacent to equipment covered by this Agreement free of potential obstructions to the Provider, and, if necessary, to remove materials, fixtures, walls or partitions at the specific request of the Provider.

The Provider may suspend services in the event safe, reasonable and timely access to equipment covered by this Agreement is not available for any reason, including actions or omissions by the Customer, and agrees to resume services at such time as safe, reasonable timely access is available, given this Agreement is still in force.

HAZARDOUS MATERIALS

The Customer warrants, to the best of its knowledge, no hazardous materials, including those containing asbestos, are present in its facilities which will affect the ability of the Provider to perform services in a safe manner.

The Provider may suspend services in the event real or suspected hazardous materials are encountered and agrees to resume services at such time as the Customer has assessed the situation, implemented the necessary corrective action in full compliance with applicable statutes and regulations and furnished the Provider with certification in writing to that affect, given this Agreement is still in force. The Customer agrees to indemnify the Provider for any related damage, injury or loss.

LIABILITY

The Customer agrees to hold the Provider harmless from liability for any damage, injury, loss, delay or other consequence, including loss of equipment use, loss of facility use, or loss of revenue, resulting from: (a) faulty system design, (b) fire, explosion, asbestos, molds, flood erosion, corrosion, freezing, plumbing stoppage, utility service failure, electrolysis, vibration, low voltage or electric abnormality, (c) theft or vandalism, (d) negligence, abuse, malicious mischief or improper equipment operation by the Customer or a third party, (e) accident, (f) strike, labor dispute, lock out, war, riot, rebellion, civil commotion or act of government, (g) act of God or the elements, (h) unavailability of parts, components or materials (i) any event associated with equipment not specifically covered by this Agreement and (j) any event beyond the control of the Provider.

EXCLUSIONS

The Customer agrees to hold the Provider harmless from responsibility for: (a) services required as a result of negligence, abuse, malicious mischief or improper equipment operation by the Customer or a third party, (b) repair or replacement of structural or non-moving parts and components, including but not limited to equipment cabinets, casings, boiler refractories, boiler tubes, chimneys, breechings, burners, dampers, water coils, steam coils, pressure vessels, refrigeration evaporators, refrigeration condensers, fan housings, ductwork, insulation, electrical circuit panels and electrical power wiring, (c) repair or replacement of water, steam, gas plumbing, electric and air lines, (d) disposal or reclamation of refrigerants and waste oil, (e) identification, abatement, encapsulation, removal or disposal of any hazardous materials including those containing asbestos or molds, (f) services required to improve or correct the design of equipment covered by this Agreement (g) services required or recommended by an insurer, government, agency, union, consultant, equipment covered by this Agreement for any reason, including but limited to general obsolescence, failure of a major component or desire of the Customer to upgrade technology.* (The Customer may, at its discretion, pay the Provider on a time and material basis to perform services not covered by this Agreement but within its capabilities).

RENEWAL

The Provider agrees to automatically renew this Agreement for successive terms equal in duration to the original, as indicated in the General Declarations of this Agreement and to notify the Customer in writing no less than 30 days in advance of the date this Agreement is to renew of any adjustments to the cost.

TRANSFER OR ASSIGNMENT

The Customer may not transfer or assign this Agreement, in whole or in part, without the written consent of the Provider.

AMENDMENT

The Customer may request the addition of equipment, services and/or special provisions to this Agreement any time after the effective date of this Agreement, subject to the approval of the Provider.

The Provider agrees to issue an amendment to this Agreement reflecting the additional equipment, services and/or special provisions as well as any adjustments to cost, and to automatically renew the amendment upon the date this Agreement, in its entirety, is to renew.

INSURANCE

The Provider agrees to maintain general liability and worker's compensation insurance coverage and to present certificates to the Customer upon request as evidence to that effect.

PAYMENT

The customer agrees to issue payments for the cost of this Agreement in accordance with the General Declarations of this Agreement, with the net amount due within 15 days of the date of any and all invoices submitted by the Provider.

The Provider may apply a finance charge and/or late fee if the Customer is more than five days delinquent with any payment owed the Provider and may cancel this Agreement immediately, in its entirety, in the event the Customer is more than 30 days delinquent with any payment owed the Provider.

CANCELLATION

The Customer may cancel this Agreement for any reason upon the date it is to renew, and at no other time. The Customer agrees to notify the Provider of intent to cancel this Agreement no less than 30 days in advance of the date it is to renew.

MISCELLANEOUS

The Customer and the Provider warrant this Agreement incorporates the entire understanding between them and replaces any understanding acquired by either party through exchange of written and/or verbal communication prior to the effective date of this Agreement.

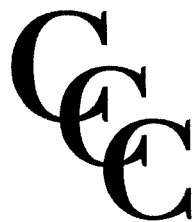
The Customer warrants it carries all rights and privileges required to lawfully enter into this Agreement.

The Customer and Provider agree to furnish notices required by or associated with this Agreement in writing and to deliver such notices to an authorized representative of the recipient party by certified mail or by hand to the street address indicated in the General Declarations of this Agreement.

The Provider may accept a purchase order from the Customer for this Agreement as proof of payment authority only and not as a counteroffer or amendment to this Agreement.

The Provider may delete or modify services for equipment covered by this Agreement or may cancel this Agreement in its entirety in the event equipment covered by this Agreement or the facilities in which equipment covered by this Agreement is housed are destroyed or substantially damaged.

End Terms & Conditions



Cumberland
Chamber of
Commerce



1277 Second Ave • PO Box 665 • Cumberland, WI 54829 • (715) 822-3378
Website ~ www.cumberlandchamberwi.com E-mail ~ info@cumberlandchamberwi.com

Subject: Help Us Make Cumberland's 250th U.S. Anniversary Celebration Spectacular!

Dear City of Cumberland,

Since 2018, the Cumberland Chamber of Commerce has had the distinct pleasure of fundraising and coordinating our community's annual 4th of July Spectacular. Thanks to the ongoing generosity of local businesses and residents like you, this event has grown into a beloved summer tradition.

This year, however, is not just any 4th of July. **2026 marks the 250th anniversary of the United States of America**, and we want to celebrate this historic milestone by putting on our most fabulous show yet!

To pull off a celebration worthy of America's 250th birthday, we will offer two fun-filled days of events for all ages. Here is a snapshot of what your donation will help fund:

- **For the Kids:** Dedicated children's games, activities, and family entertainment.
- **For the Adults:** Highly anticipated tournaments, including cornhole, volleyball, and horseshoes.
- **Community Spaces:** A lively beer garden, live music from Junk FM on Friday night, DJ music from New Age Entertainment and a diverse lineup of fantastic food vendors.
- **The Grand Finale:** Our biggest, brightest, and most breathtaking fireworks display in Cumberland history.

As a community-funded event, we rely entirely on the support of neighbors like you to keep this tradition alive and free for everyone to enjoy.

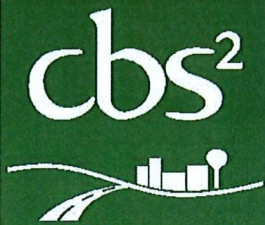
We would like to request a donation of \$3500, which would match your previous generous donations. Any amount donated helps contribute to a great show for our community members.

How to Give: Please make checks payable to *Cumberland Chamber of Commerce* with "4th of July" in the memo line, and mail or drop them off at our office.

Let's come together to give Cumberland a 250th-birthday celebration that our families will remember for decades to come. Thank you for your time, your patriotism, and your continued support of our community!

Warmest regards,

Cumberland Chamber of Commerce



Your Project Solutions Start Here

Date: May 27, 2026

RE: Sorensen Utility Extension
Cumberland, WI
CBS² CUMBE 25002

Ms. Randy Reeg
City Administrator
City of Cumberland
950 1st Avenue
Cumberland, WI 54829

Dear Randy,

Bids for the City of Cumberland Sorensen Utility Extension project were received at 2:00 p.m. on May 27, 2026. Five bids were received and accepted for the project and are summarized below:

Base Bid

Albrightson Excavating, Inc.	\$114,932.85
DeSantis Excavating, LLC	\$127,024.00
A-1 Excavating LLC	\$133,333.00
JGJ Dirt LLC	\$143,178.21
Ritola Inc.	\$196,810.32

The itemized bid tabulation is attached.

Based on our review, it is our opinion that Albrightson Excavating, Inc. of Woodville, has the equipment and experience to perform the work as defined in the bidding documents. If the City decides to proceed with the project as bid, we therefore recommend award of the project in the amount of \$114,932.85 to Albrightson Excavating, Inc.

Should you have any questions, please contact me by phone at 715.505.8633 or by e-mail at thastings@cbssquaredinc.com.

Sincerely,

Tyler Hastings, PE

Project Manager

Enclosure

770 Technology Way
Chippewa Falls, WI
54729

info@cbssquaredinc.com

cbssquaredinc.com

Sorensen Utility Extension																				
City of Cumberland																				
Unit Price Bid Tabulation																				
2:00 p.m., May 27, 2026																				
					Albrightson Excavating, Inc.			DeSantis Excavating, LLC			A-1 Excavating LLC			JGJ Dirt LLC			Ritola, Inc.			
Item No.	Item Code	Description	Unit	Bid Qty	Total	Bid Unit Price	Bid Price	Total	Bid Unit Price	Bid Price	Total	Bid Unit Price	Bid Price	Total	Bid Unit Price	Bid Price	Total	Bid Unit Price	Bid Price	
1	S01 45 00-01	Quality Control	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 4,000.00	\$ 4,000.00	\$ 2,103.14	\$ 2,103.14	\$ 2,103.14	\$ 2,103.14	\$ 196,810.32	\$ 196,810.32	\$ 196,810.32	
2	S01 55 25-01	Maintenance of Traffic	L.S.	1	\$ 500.00	\$ 500.00	\$ 1.00	\$ 1.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,026.20	\$ 3,026.20	\$ 3,026.20	\$ 3,026.20	\$ 2,103.14	\$ 2,103.14	\$ 2,103.14	
3	S01 71 13-01	Mobilization	L.S.	1	\$ 12,450.00	\$ 12,450.00	\$ 9,000.00	\$ 9,000.00	\$ 13,735.00	\$ 13,735.00	\$ 23,549.10	\$ 23,549.10	\$ 18,824.22	\$ 18,824.22	\$ 18,824.22	\$ 18,824.22	\$ 18,824.22	\$ 18,824.22	\$ 18,824.22	
4	S31 25 10-01	Inlet Protection	Each	2	\$ 160.00	\$ 320.00	\$ 25.00	\$ 50.00	\$ 200.00	\$ 400.00	\$ 195.00	\$ 390.00	\$ 144.34	\$ 288.68	\$ 288.68	\$ 288.68	\$ 288.68	\$ 288.68	\$ 288.68	
5	S31 25 10-02	Tracking Pad	Each	1	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 300.00	\$ 300.00	\$ 1,450.00	\$ 1,450.00	\$ 1,678.10	\$ 1,678.10	\$ 1,678.10	\$ 1,678.10	\$ 1,678.10	\$ 1,678.10	\$ 1,678.10	
6	S31 25 10-03	Erosion Mat	S.Y.	870	\$ 2.50	\$ 2,175.00	\$ 4.00	\$ 3,480.00	\$ 4.00	\$ 3,480.00	\$ 2.02	\$ 1,757.40	\$ 2.32	\$ 2,018.40	\$ 2,018.40	\$ 2,018.40	\$ 2,018.40	\$ 2,018.40	\$ 2,018.40	
7	S31 25 20-01	Silt Fence	L.F.	449	\$ 3.50	\$ 1,571.50	\$ 3.00	\$ 1,347.00	\$ 2.00	\$ 898.00	\$ 2.51	\$ 1,126.99	\$ 2.63	\$ 1,180.87	\$ 1,180.87	\$ 1,180.87	\$ 1,180.87	\$ 1,180.87	\$ 1,180.87	
8	S32 12 26-01	Replace Gravel Driveway	L.S.	1	\$ 1,200.00	\$ 1,200.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 8,242.03	\$ 8,242.03	\$ 8,242.03	\$ 8,242.03	\$ 8,242.03	\$ 8,242.03	\$ 8,242.03	
9	S32 12 18-01	Replace Asphalt Driveway	L.S.	1	\$ 1.00	\$ 1.00	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,407.77	\$ 10,407.77	\$ 10,407.77	\$ 10,407.77	\$ 10,407.77	\$ 10,407.77	\$ 10,407.77	
10	S32 92 12-01	Turf Establishment	L.S.	1	\$ 10,196.00	\$ 10,196.00	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 2,575.00	\$ 2,575.00	\$ 15,537.26	\$ 15,537.26	\$ 15,537.26	\$ 15,537.26	\$ 15,537.26	\$ 15,537.26	\$ 15,537.26	
11	S33 11 00-01	8-Inch Ductile Iron Water Main	L.F.	355	\$ 88.23	\$ 31,321.65	\$ 100.00	\$ 35,500.00	\$ 100.00	\$ 35,500.00	\$ 85.98	\$ 30,522.90	\$ 134.10	\$ 47,605.50	\$ 47,605.50	\$ 47,605.50	\$ 47,605.50	\$ 47,605.50	\$ 47,605.50	
12	S33 11 00-02	Fittings	L.B.	188	\$ 16.00	\$ 3,008.00	\$ 20.00	\$ 3,760.00	\$ 20.00	\$ 3,760.00	\$ 16.11	\$ 3,028.68	\$ 0.01	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	\$ 1.88	
13	S33 11 00-03	6-Inch Gate Valve and Box	Each	2	\$ 2,440.00	\$ 4,880.00	\$ 3,000.00	\$ 6,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,334.51	\$ 4,669.02	\$ 2,362.80	\$ 4,725.60	\$ 4,725.60	\$ 4,725.60	\$ 4,725.60	\$ 4,725.60	\$ 4,725.60	
14	S33 11 00-04	Hydrant	Each	1	\$ 6,785.00	\$ 6,785.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,500.00	\$ 6,500.00	\$ 9,275.90	\$ 9,275.90	\$ 9,275.90	\$ 9,275.90	\$ 9,275.90	\$ 9,275.90	\$ 9,275.90	
15	S33 11 00-05	6-Inch Ductile Pipe	L.F.	69	\$ 89.04	\$ 6,143.76	\$ 95.00	\$ 6,555.00	\$ 100.00	\$ 6,900.00	\$ 120.92	\$ 8,343.48	\$ 90.28	\$ 6,229.32	\$ 6,229.32	\$ 6,229.32	\$ 6,229.32	\$ 6,229.32	\$ 6,229.32	
16	S33 11 00-06	Connect to Existing Water Main	Each	1	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,512.99	\$ 3,512.99	\$ 3,512.99	\$ 3,512.99	\$ 3,512.99	\$ 3,512.99	\$ 3,512.99	
17	S33 31 00-01	8-Inch PVC Sanitary Sewer	L.F.	318	\$ 46.99	\$ 14,942.82	\$ 77.00	\$ 24,486.00	\$ 60.00	\$ 19,080.00	\$ 49.00	\$ 15,582.00	\$ 85.80	\$ 27,284.40	\$ 27,284.40	\$ 27,284.40	\$ 27,284.40	\$ 27,284.40	\$ 27,284.40	
18	S33 31 00-02	Connect to Existing Sanitary Sewer	Each	1	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 290.00	\$ 290.00	\$ 2,119.16	\$ 2,119.16	\$ 2,119.16	\$ 2,119.16	\$ 2,119.16	\$ 2,119.16	\$ 2,119.16	
19	S33 31 00-03	6-Inch Service Pipe - Schedule 40	L.F.	51	\$ 43.12	\$ 2,199.12	\$ 55.00	\$ 2,805.00	\$ 80.00	\$ 4,080.00	\$ 36.62	\$ 1,867.62	\$ 75.40	\$ 3,845.40	\$ 3,845.40	\$ 3,845.40	\$ 3,845.40	\$ 3,845.40	\$ 3,845.40	
20	S33 31 00-04	6x8 Service Wye	Each	1	\$ 310.00	\$ 310.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 280.32	\$ 280.32	\$ 209.79	\$ 209.79	\$ 209.79	\$ 209.79	\$ 209.79	\$ 209.79	\$ 209.79	
21	S33 31 00-05	Tracer Wire Access Box	Each	1	\$ 175.00	\$ 175.00	\$ 40.00	\$ 40.00	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 38.91	\$ 38.91	\$ 38.91	\$ 38.91	\$ 38.91	\$ 38.91	\$ 38.91	
22	S33 31 00-06	48-Inch Concrete Manhole	Each	2	\$ 5,377.00	\$ 10,754.00	\$ 6,000.00	\$ 12,000.00	\$ 6,500.00	\$ 13,000.00	\$ 6,547.85	\$ 13,095.70	\$ 11,874.39	\$ 23,748.78	\$ 23,748.78	\$ 23,748.78	\$ 23,748.78	\$ 23,748.78	\$ 23,748.78	
23	S33 31 00-07	Excess Manhole Depth	VF	6	\$ 300.00	\$ 1,800.00	\$ 200.00	\$ 1,200.00	\$ 400.00	\$ 2,400.00	\$ 750.00	\$ 4,500.00	\$ 817.67	\$ 4,906.02	\$ 4,906.02	\$ 4,906.02	\$ 4,906.02	\$ 4,906.02	\$ 4,906.02	
Base Bid Total						\$ 114,932.85		\$ 127,024.00		\$ 133,333.00		\$ 143,178.21		\$ 196,810.32		\$ 196,810.32		\$ 196,810.32		\$ 196,810.32