

Audit Report Notations

Item
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1 Auditors' Report (Opinion):

The financial statements are fairly stated. We issued a "qualified" opinion on the Governmental Activities, Business-Type Activities, and Proprietary Funds due to the Village not adopting GASB Statements No. 68. We issued an "unmodified" audit opinion on each major governmental fund and the aggregate remaining fund information.

Management Letter:

Our report on internal control included the following deficiencies in internal control over financial reporting.

Material Weaknesses:

Limited Segregation of Duties
Material Audit Adjustments
Oversight of the Financial Reporting Process

- 2 General Fund:** The General fund is the general operating fund of the Village. It is used to account for all financial resources which are not required to be accounted for in another fund.

	12/31/2024	12/31/2023	12/31/2022	12/31/2021
General Fund Balance Sheet Summary:				
Cash and Investments	\$ 1,789,212	\$ 639,716	\$ 960,916	\$ 920,142
Taxes Receivable	938,491	1,447,493	1,267,824	1,248,244
Other Receivables and Assets	163,027	145,300	102,693	92,565
Due from Other Funds	-	532,706	214,097	87,607
	<u>\$ 2,890,730</u>	<u>\$ 2,765,215</u>	<u>\$ 2,545,530</u>	<u>\$ 2,348,558</u>
Payables	\$ 183,116	\$ 153,061	\$ 88,489	\$ 86,332
Deferred Inflows of Resources	1,552,118	1,523,228	1,418,629	1,333,132
Other Liabilities	91,996	139,219	75,951	16,104
Fund Balance:				
Nonspendable	7,567	532,706	214,097	27,436
Restricted	22,000	-	-	-
Assigned	184	449	233	992
Unassigned	<u>1,033,749</u>	<u>416,552</u>	<u>748,131</u>	<u>884,562</u>
Total Fund Balance	<u>1,063,500</u>	<u>949,707</u>	<u>962,461</u>	<u>912,990</u>
	<u>\$ 2,890,730</u>	<u>\$ 2,765,215</u>	<u>\$ 2,545,530</u>	<u>\$ 2,348,558</u>
Revenues	\$ 2,837,285	\$ 2,534,438	\$ 2,432,329	\$ 2,482,218
Expenditures	(2,817,103)	(2,645,298)	(2,435,494)	(2,359,757)
Net Other Financing Sources (Uses)	93,611	98,106	52,636	(882,154)
Change in Fund Balance	<u>\$ 113,793</u>	<u>\$ (12,754)</u>	<u>\$ 49,471</u>	<u>\$ (759,693)</u>
% of Unassigned Fund Balance to General Fund Expenditures	36.7%	15.7%	30.7%	37.5%

Audit Report Notations

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- 3 Special Revenue Funds:** Special Revenue funds are used to account for the proceeds of specific revenue sources that are restricted to expenditures for specified purposes.

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Special Revenue Fund Balances:				
Impact Fees Fund	\$ 606,088	\$ 550,712	\$ 450,595	\$ 430,453
Concert Fund	10,524	2,398	258	8
CDBG Housing Program Fund	31,213	30,704	13,837	13,751
Federal Asset Forfeiture Fund	403	402	402	402
Police Reimbursable Fund	726	1,705	1,705	1,705
Library Donations and Fines Fund	204,939	205,439	199,550	254,891
	<u>\$ 853,893</u>	<u>\$ 791,360</u>	<u>\$ 666,347</u>	<u>\$ 701,210</u>

- 4 Debt Service Funds:** Debt Service Funds are used to account for the accumulation of resources for, and the payment of certain general long-term debt principal, interest and related charges.

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Debt Service Funds Balances:				
	<u>\$ 105,754</u>	<u>\$ 57,153</u>	<u>\$ 10,725</u>	<u>\$ -</u>

- 5 Capital Project Funds:** Capital Project funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed from proprietary funds.

	<u>12/31/2024</u>	<u>12/31/2023</u>	<u>12/31/2022</u>	<u>12/31/2021</u>
Capital Project Fund Balance:				
Tax Incremental Fund #2	\$ -	\$ -	\$ -	\$ 830,825
Tax Incremental Fund #3	36,347	136,110	348,247	18,656
Tax Incremental Fund #4	-	36,404	(26,328)	-
Tax Incremental Fund #5	545,647	697,315	730,241	881,777
Tax Incremental Fund #6	693,069	(28,463)	-	-
Apple River Bridge Improvements	730,314	726,350	1,460,489	1,452,539
Other Capital Improvements	(108,683)	(101,377)	(59,756)	2,595
	<u>\$ 1,896,694</u>	<u>\$ 1,466,339</u>	<u>\$ 2,452,893</u>	<u>\$ 3,186,392</u>

Audit Report Notations

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- 6 Enterprise Funds:** Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprise - where the intent of the governing body is that the costs of providing the services are to be recovered from those using the services.

	Water Utility			
	2024	2023	2022	2021
Balance Sheet Summary:				
Cash and Investments	\$ 396,884	\$ 696,949	\$ 86,819	\$ 175,122
Other Current Assets	463,236	169,906	164,708	114,405
Utility Plant	8,426,061	7,978,344	6,854,661	6,680,708
	<u>\$ 9,286,181</u>	<u>\$ 8,845,199</u>	<u>\$ 7,106,188</u>	<u>\$ 6,970,235</u>
Current Liabilities	\$ 260,868	\$ 294,097	\$ 200,067	\$ 194,799
Long-term Liabilities	2,768,950	3,008,699	1,462,018	1,568,775
Net Position:				
Net Investment in Capital Assets	5,835,691	5,146,985	5,318,172	4,990,347
Unrestricted	420,672	395,418	125,931	216,314
Total Net Position	<u>6,256,363</u>	<u>5,542,403</u>	<u>5,444,103</u>	<u>5,206,661</u>
	<u>\$ 9,286,181</u>	<u>\$ 8,845,199</u>	<u>\$ 7,106,188</u>	<u>\$ 6,970,235</u>
Current Ratio (1+ Desired)	3.3	2.9	1.3	1.5
Change in Net Position	\$ 713,960	\$ 98,300	\$ 237,442	\$ 377,512

	Sewer Utility			
	2024	2023	2022	2021
Balance Sheet Summary:				
Cash and Investments	\$ -	\$ -	\$ -	\$ -
Other Current Assets	177,782	318,228	292,439	135,894
Restricted Assets	936,698	887,833	845,318	835,175
Utility Plant	11,523,919	11,039,250	7,382,284	6,100,791
	<u>\$ 12,638,399</u>	<u>\$ 12,245,311</u>	<u>\$ 8,520,041</u>	<u>\$ 7,071,860</u>
Current Liabilities	\$ 507,970	\$ 1,265,059	\$ 1,209,630	\$ 152,466
Long-term Liabilities	4,079,423	3,481,230	283,539	194,565
Net Position:				
Net Investment in Capital Assets	7,338,263	6,908,350	6,177,903	5,902,015
Restricted	936,698	887,833	845,318	835,175
Unrestricted	(223,955)	(297,161)	3,651	(12,361)
Total Net Position	<u>8,051,006</u>	<u>7,499,022</u>	<u>7,026,872</u>	<u>6,724,829</u>
	<u>\$ 12,638,399</u>	<u>\$ 12,245,311</u>	<u>\$ 8,520,041</u>	<u>\$ 7,071,860</u>
Current Ratio (1+ Desired)	0.3	0.3	0.2	0.9
Change in Net Position	\$ 551,984	\$ 472,150	\$ 302,043	\$ 383,627

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7	Long-term Obligations	12/31/2024	12/31/2023	12/31/2022	12/31/2021
	General Obligation Debt:				
	General Obligation Notes and Bonds	\$ 6,595,993	\$ 6,944,915	\$ 2,528,942	\$ 4,387,615
	Other Long-term Debt:				
	Mortgage Revenue Bonds	3,646,368	3,030,797	1,064,748	988,004
	Lease Related Items	24,052	47,396	100,611	104,670
	Employee Compensated Absences	276,927	282,309	236,288	198,738
		<u>\$ 10,543,340</u>	<u>\$ 10,305,417</u>	<u>\$ 3,930,589</u>	<u>\$ 5,679,027</u>
	Equalized Valuation	\$ 486,532,400	\$ 425,200,400	\$ 339,138,300	\$ 293,846,500
	General Obligation Debt Limit	\$ 24,326,620	\$ 21,260,020	\$ 16,956,915	\$ 14,692,325
	General Obligation Debt as Percent of Debt Limitation	27.1%	32.7%	14.9%	29.9%

Regular Meeting of the Village of Somerset Board of Trustees
Village Hall, 110 Spring Street Somerset, WI 54025 | Tuesday, July 15, 2025

Village President Pro Tem, Caleb Garn called the Regular meeting to order at 6:00 p.m. Present were, Caleb Garn, Donnie Kern, Brandon Krohn, Chris Moreno, and Jessica Plourde. Also present was Chuck Schwartz, MSA; Paul Mahler, Bakke Norman; and Director of Public Works, Bob Gunther. Absent were Chris Dubak and Ryan S. Sicard.

Public Comment

Marcus Berger, 328 Aspen Dr – Stated he would like to see the drainage issues in River Hills/Aspen Dr resolved.

Approval of Agenda

Motion by Plourde, second by Kern to approve the agenda as presented and motion carried unanimously.

Presentation

Greg Cardinal, Operations/Project Manager at Northwest Communications, presented information on Community Fiber Optics Project.

Consent Agenda

Kern requested that the Village Bills be pulled from the consent agenda for further discussion.

Motion by Krohn, second by Moreno to approve the Consent Agenda including the following:

- *Minutes of Regular Board minutes of June 17, 2025*
- *Replat of Land – Parcel #181-1009-10-300. Applicant: Somerset Youth Hockey Association, Inc.*
- *Temporary Class “B” Beer License Application – Apple River Cruizers*
- *Squad Car Purchase*
- *Employee Handbook Revisions*
- *Fire/Rescue Report*

Motion carried unanimously.

New Business

Village, Water, and Sewer Bills

Kern requested additional information regarding the invoices from Weld Riley, specifically related to communications that were not shared with the entire Village Board.

Motion by Krohn, second by Garn to approve the Village, Water, and Sewer Bills except for the invoices from Weld Riley. Motion carried unanimously.

Mill and Overlay Bid Award – Monarch Paving and Micro Seal Bid Award – Fahrner Asphalt Sealers

Motion by Kern, second by Krohn to approve the Mill and Overlay bid from Monarch Paving, excluding the line item for Schachtner and Raymond Street and to approve the Micro Seal bid from Fahrner Asphalt Sealers. Motion carried unanimously.

Deeding of Parcel 181-1024-90-200 to Neighboring Property Owners

Motion by Kern, second by Garn to table until additional information is presented to the Village Board which includes written agreements from the neighboring property owners and all associated costs (surveying/splitting the lot and recording of the deeds). Motion carried unanimously.

Memorial Tree Planting Request from Renee Brinkman

Motion by Garn, second by Plourde to send this item to the Public Works Committee for review and to determine details. Motion carried unanimously.

Vendor Permits Through WI DOR

Motion by Krohn, second by Kern to table until the August 2025 Village Board meeting. Motion carried unanimously.

Community Branding and Marketing Proposal from Somerset Champions

Motion by Plourde, second by Garn to table until the August 2025 Village Board meeting. Motion carried unanimously.

Kern left the meeting at 7:01 pm and returned at 7:02 pm.

Unfinished Business**AT&T Lease Renewal**

Motion by Garn, second by Morena to table until the August 2025 Village Board meeting. Motion carried unanimously.

Sale of Vacant Land owned by the Village of Somerset – PIDs: 181-1028-10-000, 181-1028-21-000, 181-1028-40-000, and 181-1028-50-000

Motion by Kern, second by Krohn to list the vacant land with a selling price of \$159,000. Motion carried unanimously.

Closed Session

Motion by Kern, second by Moreno to move into closed session pursuant to Wis. Stats. 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility-Vacation Payout. Motion passed on a roll call vote of 5-0 (Plourde-aye, Kern-aye, Moreno-aye, Krohn-aye, Garn-aye) and the board convened into closed session at 7:13pm.

Reconvene to Open Session

Motion by Krohn, second by Moreno to reconvene to open session. Motion carried unanimously and the board reconvened into open session at 7:32pm.

Motion by Kern, second by Krohn to approve a vacation payout to the former clerk for 31 hours contingent upon a signed release statement. Motion carried unanimously.

Adjourn

Motion by Kern, second by Krohn to adjourn and motion carried unanimously. Meeting adjourned at 7:33 p.m.

Jessica Lehman, Village Clerk/Deputy Treasurer

Total Bills \$482,779.14

8/11/2025 11:21 AM

In Progress Checks - Quick Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025

From Account:

Thru: 8/20/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	8/20/2025	AG SOURCE COOP SERVICES WU/SU/LAB SERVICES	1,919.50
	8/20/2025	AMERICAN FIRE & SAFETY POL/FIRE EXTINGUISHER MAINTENANCE	59.90
	8/20/2025	BAKER & TAYLOR BOOKS AUDIO/VIDEO	235.71
	8/20/2025	BAKER & TAYLOR BOOKS LIB/BOOKS	1,295.21
	8/20/2025	BOWMAR APPRAISAL INC 2025 ASSESSMENT SERVICES	3,375.00
	8/20/2025	CHIPPEWA VALLEY TECHNICAL COLLEGE POL/TRAINING	95.00
	8/20/2025	DWD - UI UNEMPLOYMENT BENEFITS	193.89
	8/20/2025	ENERGENECS INC SU/MAINTENANCE	4,681.18
	8/20/2025	HAAS SONS INC TID 5 LIFT STATION PAY APP #2	319,692.57
	8/20/2025	HAWKINS INC. WU/SU/CHEMICALS	209.78
	8/20/2025	K-SUN CORP EPSON LABELWORKS PRINTER	159.50
	8/20/2025	LOGISTICS RECYCLING INC VH/SHREDDING SERVICE	309.38
	8/20/2025	MIDWEST PUBLIC SAFETY POL/GETAC CLOUD STORAGE/MAINTENANCE	4,826.56
	8/20/2025	MSA PROFESSIONAL SERVICES INC PROFESSIONAL SERVICES	14,980.22
	8/20/2025	RAY O'HERRON CO INC POL/DEPARTMENT FIREARM	904.88
	8/20/2025	RIGHT OF WAY PROFESSIONALS TAP GRANT TRAIL SERVICES	8,200.00
	8/20/2025	SOMERSET UTILITIES WATER/SEWER SERVICE	11,903.19
	8/20/2025	ST CROIX COUNTY TREASURER JULY COURT	65.40
	8/20/2025	STATE OF WISCONSIN COURT FINES & SURCHARGES JULY COURT	416.60

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In Progress Checks - Quick Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025

From Account:

Thru: 8/20/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	8/20/2025	WEID RILEY S.C.	4,989.00
		SPECIAL COUNSEL/GENERAL MUNICIPAL SERVICE	
		Grand Total	378,512.47

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In Progress Checks - Quick Report - ALL

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025

From Account:

Thru: 8/20/2025

Thru Account:

Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	42,490.41
Total Expenditure from Fund # 430 - TAX INCREMENTAL DISTRICT #5	319,692.57
Total Expenditure from Fund # 470 - CAPITAL IMPROVEMENTS	9,104.88
Total Expenditure from Fund # 610 - WATER UTILITY FUND	727.55
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	6,497.06
Total Expenditure from all Funds	378,512.47

8/11/2025 11:22 AM

Reprint Check Register - Quick Report - ALL

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ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 7/17/2025 From Account:
Thru: 8/11/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
63492	8/06/2025	ABT MAILCOM UTILITY BILLING	1,150.24
63493	8/06/2025	AMERICAN PEST SOLUTIONS VH/PEST CONTROL SERVICE	120.53
63494	8/06/2025	BAKKE NORMAN SC ATTORNEY SERVICES	1,595.25
63495	8/06/2025	BLOMBERG, DYLAN TRAINING MEALS & DEPT FRIDGE	320.71
63496	8/06/2025	CAPSTONE HOMES INC RETURN DAMAGE DEPOSITS	2,500.00
63497	8/06/2025	CINTAS VH/FLOOR MATS	123.95
63498	8/06/2025	CLOG UN-BOGGLER INC V HALL REPAIRS	300.00
63499	8/06/2025	COMPUTER INTEGRATION TECHNOLOGIES INC JULY SERVICES	1,739.20
63500	8/06/2025	EO JOHNSON COMPANY COPIER MAINTENANCE AGREEMENT	91.00
63501	8/06/2025	EO JOHNSON COMPANY COPIER LEASE	273.40
63502	8/06/2025	GARDEN EXPRESSIONS INC MAIN STREET PLANTERS	955.24
63503	8/06/2025	GATEWAY BUILDERS/HRHH REFUND DAMAGE DEPOSITS	1,500.00
63504	8/06/2025	GOVERNMENT FORMS & SUPPLIES CHECK STOCK	253.51
63505	8/06/2025	MENARDS - HUDSON PW/SIGN POSTS	49.44
63506	8/06/2025	MENARDS-STILLWATER SU/CRATES/RAIN GAUGE	334.89
63507	8/06/2025	MIDWEST NATURAL GAS INC. NATURAL GAS SERVICE	329.96
63508	8/06/2025	MUNICIPAL COURT CLERK SEMINAR 2025 REGISTRATION FEE	40.00
63509	8/06/2025	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	1,425.78
63510	8/06/2025	OLSON SANITATION LLC JULY REFUSE/RECYCLING	22,217.00

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Reprint Check Register - Quick Report - ALL

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ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 7/17/2025 From Account:
Thru: 8/11/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
63511	8/06/2025	QUILL CORPORATION LIB/SUPPLIES	383.54
63512	8/06/2025	RASKA SEWER SERVICE PKS/PORTABLES AT DISC GOLF	157.50
63513	8/06/2025	SHERWIN WILLIAMS CO, THE PW/PAINT	883.50
63514	8/06/2025	SOMERSET FIRE/RESCUE REIMBURSEMENTS	25,545.29
63515	8/06/2025	ST CROIX COUNTY CLERK ELECTIONS BILLING	378.17
63516	8/06/2025	SWITZER, MEGAN LIB/BOOKS & BITES PROGRAM SUPPLIES	64.65
63517	8/06/2025	TRANSUNION RISK AND ALTERNATIVE JULY SERVICES	150.00
63518	8/06/2025	TRI STATE BOBCAT INC PW/TOOL CAT MAINTENANCE	183.09
63519	8/06/2025	USA BLUEBOOK SU/SUPPLIES	350.33
63520	8/06/2025	VERIZON WIRELESS PW/PKS/WU/SU/CELL PHONES	498.75
63521	8/06/2025	WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY JULY SERVICES	16,423.71
63522	8/06/2025	WI DEPT OF JUSTICE - TIME POL/TIME SYSTEM ACCESS	269.25
63523	8/06/2025	WISCONSIN PROFESSIONAL POLICE ASSOC AUGUST UNION DUES	228.50
EFT 072025-1	7/20/2025	KWIK TRIP INC	1,905.83
	Manual Check	JUNE GASOLINE PURCHASES	
EFT 072325-1	7/23/2025	AFLAC	397.42
	Manual Check	EMPLOYEE PREMIUMS	
EFT 072825-1	7/28/2025	HSA BANK	17.50
	Manual Check	ACCOUNT FEES-JUNE	
EFT 073025-1	7/30/2025	XCEL ENERGY	22.11
	Manual Check	ELECTRIC EXPENSE	
EFT 073125-1	7/31/2025	XCEL ENERGY	110.58
	Manual Check	ELECTRIC EXPENSE	
EFT 073125-2	7/31/2025	WISCONSIN RETIREMENT SYSTEM	20,976.85
	Manual Check	JUNE RETIREMENT	

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Reprint Check Register - Quick Report - ALL

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ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 7/17/2025 From Account:
Thru: 8/11/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
Grand Total			104,266.67

8/11/2025 11:22 AM

Reprint Check Register - Quick Report - ALL

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ACCT

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 7/17/2025 From Account:
Thru: 8/11/2025 Thru Account:

	Amount
Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	79,500.22
Total Expenditure from Fund # 220 - CONCERT FUND	3,239.65
Total Expenditure from Fund # 470 - CAPITAL IMPROVEMENTS	1,739.20
Total Expenditure from Fund # 610 - WATER UTILITY FUND	1,168.18
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	18,619.42
Total Expenditure from all Funds	104,266.67

PLAN COMMISSION APPLICATION



Home of the Apple River

APPLICANT'S NAME: Sherry Otto

APPLICANT'S ADDRESS: 1958 Hwy 35 Somerset WI 54025

PHONE: [REDACTED] EMAIL: [REDACTED]

Parcel number and legal description of property: 032-1072-70-100
Part of the NE 1/4-SE 1/4 of Section 26, T31N, R19W; Being Lot 1 of Certified Survey Map in Volume 7, Page 1822

- ☐ REZONING – Complete Application to Rezone (Application fee \$250.00)
- ☐ CONDITIONAL USE PERMIT – Complete Conditional Use Permit Application (Application fee \$250.00)
- ☒ REPLAT OF LAND – Attach a survey of parcels to be replated. Refer to Section 14 Article D - Plat Review and approval and Article E –Technical Requirements for Plats and Certified Surveys. (Application fee see sec. 14-1-90) There is a \$200.00 deposit fee.
- ☒ EXTRA TERRITORIAL PLAT REVIEW – Attach a survey of parcels. Refer to Section 14-1-20(b) for application fee - one hundred dollars (\$100.00) for each review of an extra-territorial plat that comes before the Plan Commission and an additional fee of ten dollars (\$10.00) per lot for plats of five (5) or more lots
- ☐ SITE PLAN REVIEW – Complete Application and review site plan check list

Submit to P.O. Box 356, Somerset, WI 54025: with application fees, two (2) copies of the application and any attachments with the Village Clerk, who will present them to the *Village Planning Commission* for public hearing and recommendation to the *Village Board*.

I have completed this application to the best of my knowledge and believe the information herein to be true and correct. I submit that the request will not be detrimental to the general public interest and purpose of the Zoning Ordinances of the Village of Somerset.

Sherry A. Otto
Signature of Applicant

June 19, 2025
Date

Authorization: The Village Board, acting under the power given it under Zoning Ordinances of the Village of Somerset do hereby:

_____ **Accept your application**

_____ **Reject your application**

Village President

Date

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 26, TOWNSHIP 31 NORTH, RANGE 19 WEST,
TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN;
BEING LOT 1 OF THE CERTIFIED SURVEY MAP RECORDED IN
VOLUME 7, PAGE 1822, AS DOCUMENT NUMBER 426170.

LEGEND

-  FOUND COUNTY SECTION CORNER MONUMENT,
AS NOTED
-  FOUND 1-1/4 INCH OUTSIDE DIAMETER IRON PIPE
-  SET 1 INCH OUTSIDE DIAMETER BY 18 INCH LONG
IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT
-  DRIVEWAY EASEMENT
-  DRAINFIELD EASEMENT, SEE WARRANTY DEED
DOCUMENT NUMBER 427149
-  NORTHERN STATES POWER EASEMENT,
DOCUMENT NUMBER 1159311, ALLOWING FOR
ELECTRICAL OVERHEAD DISTRIBUTION

(N00°28'16"E) RECORDED DIMENSIONS

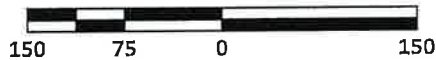
PREPARED FOR:

SHERRY OTTO
1958 HWY 35
SOMERSET, WI 54025

SURVEYOR:

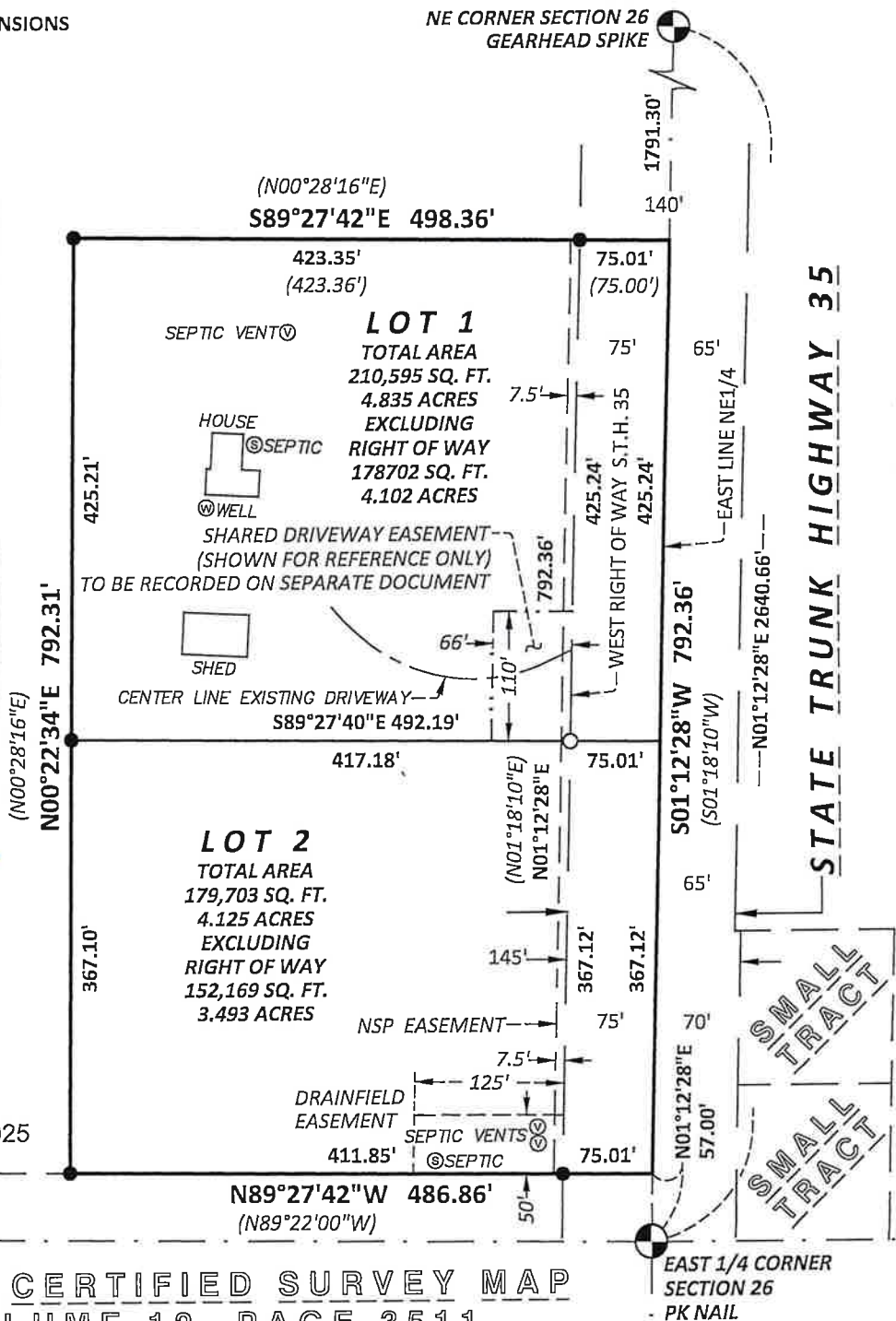
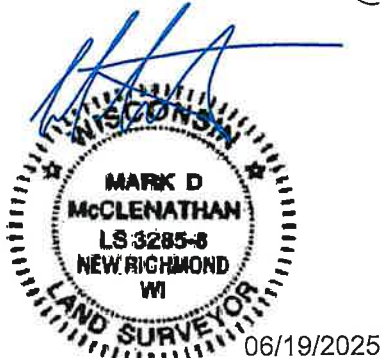
MARK D. McCLENATHAN
AUTH CONSULTING & ASSOC.
2920 ENLOE STREET SUITE 101
HUDSON, WI 54016

SCALE: 1 INCH = 150 FEET



Each Parcel shown on
this map is subject to
State, County and
Township laws, rules
and regulations (i.e.,
wetlands, minimum lot
size, access to parcel,
etc.) Before purchasing
or developing any
parcel contact the
St. Croix County
Community
Development
Department and the
Town of Somerset for
advice.

LOT 3, CERTIFIED SURVEY MAP
VOLUME 12, PAGE 3511



LOT 2, CERTIFIED SURVEY MAP
VOLUME 12, PAGE 3511

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN;
BEING LOT 1 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 7, PAGE 1822,
AS DOCUMENT NUMBER 426170.

PID: 032-1072-70-100
The parcel identification number is shown for reference only, may not be current, and change at
the time of parcel divisions. Contact St. Croix County real property lister for additional information.

SURVEYOR'S CERTIFICATE

I, Mark D. McClenathan, Professional Wisconsin Land Surveyor, hereby certify that by the direction of the
Ashley Otto, I have surveyed, divided and mapped part of the Southeast Quarter of the Northeast Quarter of
Section 26, Township 31 North, Range 19 West, Town of Somerset, St. Croix County, Wisconsin; described as
follows:

Lot 1 of that Certified Survey Map recorded in Volume 7 of said maps, on Page 1822, as
Document Number 426170 in the Office of the Register of Deeds, St, Croix County, Wisconsin.

Containing 8.960 acres of land, more or less. Subject to all easements, restrictions and covenants of record. I
also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed
and described; that field surveying has been completed as of the signed date hereon; that I have fully complied
with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of St. Croix
County and the Town of Somerset in surveying and mapping the same.


Mark McClenathan PLS #3285
Auth Consulting & Associates
2920 Enloe St. Hudson, WI 54016
(715) 386-2007
MMcClenathan@authconsulting.com

06/19/2025
Date



CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26,
TOWNSHIP 31 NORTH, RANGE 19 WEST, TOWN OF SOMERSET, ST. CROIX COUNTY, WISCONSIN;
BEING LOT 1 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 7, PAGE 1822,
AS DOCUMENT NUMBER 426170.

LEGEND

- FOUND COUNTY SECTION CORNER MONUMENT, AS NOTED
- FOUND 1-1/4 INCH OUTSIDE DIAMETER IRON PIPE
- SET 1 INCH OUTSIDE DIAMETER BY 18 INCH LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT

- DRIVEWAY EASEMENT
- DRAINFIELD EASEMENT, SEE WARRANTY DEED DOCUMENT NUMBER 427149
- NORTHERN STATES POWER EASEMENT, DOCUMENT NUMBER 1159311, ALLOWING FOR ELECTRICAL OVERHEAD DISTRIBUTION

(N00°28'16"E) RECORDED DIMENSIONS

- BUILDING SETBACK LINE
FRONT: 50 FEET
SIDE: 10 FEET
REAR: 25 FEET

- 940 INDEX CONTOUR
- INTERMEDIATE 2 - FOOT CONTOUR

B1▲ SOIL BORING

C.B.A.



CONTIGUOUS BUILDABLE AREA

SCALE: 1 INCH = 150 FEET



VERTICAL CONTROL DATUM: NAVD 1988
CONTOUR INTERVAL: 2 FEET

NO SLOPES 25% OR GREATER
EXIST ON THIS PROPERTY.

NE CORNER SECTION 26
GEARHEAD SPIKE



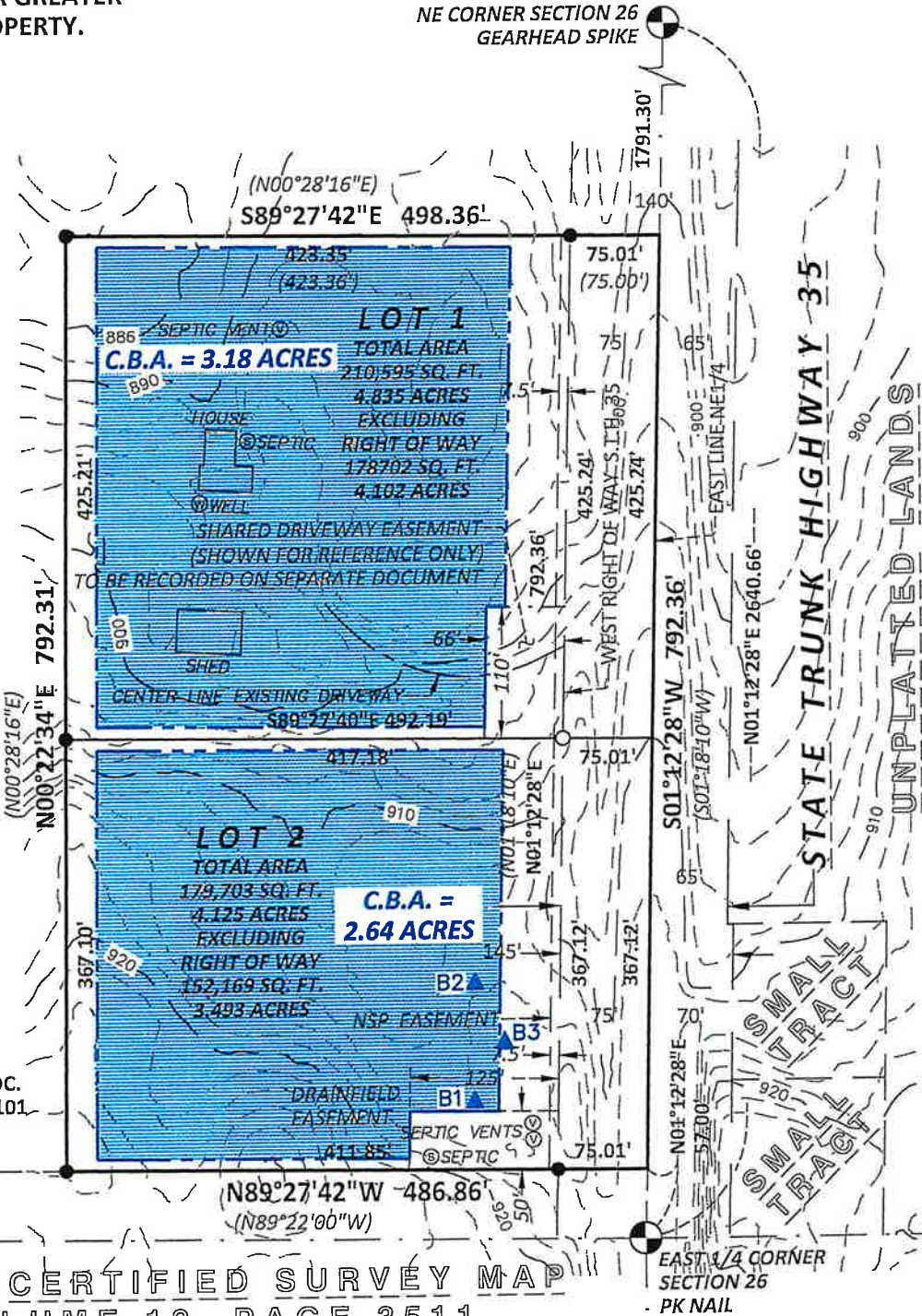
LOT 3, CERTIFIED SURVEY MAP
VOLUME 12, PAGE 3511

PREPARED FOR:
SHERRY OTTO
1958 HWY 35
SOMERSET, WI 54025

SURVEYOR:
MARK D. McCLENATHAN
AUTH CONSULTING & ASSOC.
2920 ENLOE STREET SUITE 101
HUDSON, WI 54016

LOT 2, CERTIFIED SURVEY MAP
VOLUME 12, PAGE 3511

CONTOURS, SLOPES, C.B.A.



Enter address or place

Q





Community Development

Government Center
1101 Carmichael Road | Hudson WI 54016
Telephone: 715-386-4680 | Fax: 715-245-4250
www.sccwi.gov

7-30-2025

Mark McClenathan
Auth Consulting & Associates
2920 Enloe St Suite 101
Hudson, WI 54016

RE: CSM 2025-0007 Sherry Otto Certified Survey Map – Town of Somerset
TRT Action Letter– Minor Land Division (2 lots)

Dear Mr. McClenathan,

On July 29, 2025, the Technical Review Team *conditionally approved* this CSM with the following conditions:

1. EPAJ Approval with Village of Somerset.
2. Town of Somerset approval.
3. St. Croix County Surveyor's office approval.
4. St. Croix County Register of Deeds Comments.
5. Shared Driveway Easement to be recorded on Separate Document.
6. The existing POWTS Permit # 96029 has a last known maintenance of 6-10-2014. Please submit document of current septic maintenance.

Please note:

The certified survey map shall be recorded within 6 months after the last approval and 24 months from the first (preliminary) approval.

Thank you,

Stephanie Haumschild
Land Use & Conservation Planning Tech I

EC: mmcclenathan@authconsulting.com Surveyor
ohsherry@somtel.net Owner
townclerk@tn.somerset.wi.gov Town
jlehman@villageofsomerset.us Village

Kelly Becker
kelly.becker@sccwi.gov
(715) 386-4676



LETTER OF TRANSMITTAL

TO: Village of Somerset
110 Spring Street
Somerset, WI 54025

DATE: July 16, 2025	JOB NO. #08783111
ATTENTION: Robert Gunther, DPW	
RE: TID #5 Lift Station Pay Application #2	

WE ARE SENDING YOU:

☒ Attached	☐ Copy	☐ Change Order	☐ Contract	☐ Pay Application
☐ Shop Drawings	☐ Prints/Plans	☐ Specifications	☐ Estimates	☐ Other (See Below)

COPIES	DATE	DESCRIPTION
• 1		Contractor's Application for Payment #2
•		
•		

THESE ARE TRANSMITTED AS CHECKED BELOW:

☒ For Approval	☐ Approved as Submitted
☒ For Your Use	☐ Approved as Noted
☐ As Requested	☐ Returned for Corrections
☐ For Review and Comment	☐ For Review and Signature
☐ For Bids Due	☐

SHOP DRAWINGS

☐ Reviewed with No Comments
☐ Reviewed with Comments as Noted
☐ Amend And Resubmit
☐ Rejected (See Attached Comments)

REMARKS:

Attached is the Contractor's Pay Application #2 for \$319,692.57 for the TID #5 Lift Station project. This is for work completed from April 24, 2025 through July 15, 2025. During this period, the Contractor installed sanitary and water main piping. MSA has reviewed the Pay Application and recommend payment to the contractor.

Upon approval, please email an executed copy to us and a copy to Haas Sons, Inc. with payment. If you have any questions, please feel free to call us at 612-548-3141. Thank you.


Charles D. Schwartz, PE

COPY TO:

60 PLATO BLVD. EAST, SUITE 420, ST. PAUL, MN 55107-1835
P (612) 548-3231 • TF (866) 452-9454
WWW.MSA-PS.COM

Contractor's Application For Payment No. 2

To (Owner): Village of Somerset	Application Period: 4/24/25 - 7/15/25	Application Date: 7/15/25
Project: Somerset TID #5 Lift Station	From (Contractor): Haas Sons, Inc.	Notice to Proceed Date:
	Contract:	Via (Engineer): MSA Professional Services, Inc.
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 08783111

Application for Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$17,772.00	
2	\$1,979.25	
3	5199.5	
TOTALS	\$24,950.75	\$0.00
NET CHANGE BY CHANGE ORDERS	\$24,950.75	

1. ORIGINAL CONTRACT PRICE	\$ 869,605.50
2. Net change by Change Orders	\$ 24,950.75
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 894,556.25
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate)	\$ 684,240.55
5. RETAINAGE:	
a. <u>5</u> % x \$ _____ Work Completed	\$ 34,212.03
b. <u>0</u> % x \$ _____ Stored Material	\$ 0.00
c. Total Retainage (Line 5a + Line 5b)	\$ 34,212.03
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 650,028.52
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 330,335.95
8. AMOUNT DUE THIS APPLICATION	\$ 319,692.57

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Brandon Haas Date: 7/16/2025

Payment of: \$319,692.57
(Line 8 or other - attach explanation of other amount)

is recommended by: Charles D. Schwartz, PE July 16, 2025
(Engineer) (Date)

Payment of: \$319,692.57
(Line 8 or other - attach explanation of other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

EJCDC No. C-620 (2007 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

Project: Somerset TID #5 lift Station						Application Number: 2						
						Application Date: 7/15/2025						
A		B1			B2	C	D	E	F	G	H	I
Item		Bid	Unit	Unit	Bid	Work Completed			Materials Pres.	Tot. Completed & Stored to Date		Balance to Finish
Bid Item #	Description	Qty		Price	Value	From Prev. Application	Qty this Period	Value this Application	Stored not in C or I	\$ (C*B1 + E + F)	% (G / B)	(B - G)
	SITE											
1	Mobilization	1.00	LS	\$20,760.00	\$20,760.00	0.25	0.25	\$5,190.00		\$10,380.00	50%	\$10,380.00
2	Clearing & Grubbing	0.30	AC	\$9,000.00	\$2,700.00	0.30		\$0.00		\$2,700.00	100%	\$0.00
3	Salvage & Reinstall Rip-Rap	100.00	SY	\$34.00	\$3,400.00			\$0.00		\$0.00	0%	\$3,400.00
4	Unclassified Excavation	7,000.00	CY	\$2.25	\$15,750.00	6,000.00		\$0.00		\$13,500.00	86%	\$2,250.00
5	Base Aggregate Dense 1 1/4-Inch	300.00	TON	\$18.50	\$5,550.00			\$0.00		\$0.00	0%	\$5,550.00
6	Erosion and Sediment Control	1.00	LS	\$1.00	\$1.00			\$0.00		\$0.00	0%	\$1.00
7	Silt Fence	1,800.00	LF	\$2.20	\$3,960.00	1,800.00		\$0.00		\$3,960.00	100%	\$0.00
8	Sediment Bale Barrier	200.00	LF	\$12.00	\$2,400.00			\$0.00		\$0.00	0%	\$2,400.00
9	Topsoil Placement & Grading	15,000.00	SY	\$1.00	\$15,000.00			\$0.00		\$0.00	0%	\$15,000.00
10	Erosion Mat, Class I, Type B, Urban	5,000.00	SY	\$1.95	\$9,750.00			\$0.00		\$0.00	0%	\$9,750.00
11	Seed & Fertilizer (WisDOT Mix 20)	15,000.00	SY	\$0.85	\$12,750.00			\$0.00		\$0.00	0%	\$12,750.00
12	Seed, Fertilize & Mulch (WisDOT Seed Mix 40)	550.00	SY	\$3.95	\$2,172.50			\$0.00		\$0.00	0%	\$2,172.50
13	Dewatering	1.00	LS	\$1.00	\$1.00	1.00		\$0.00		\$1.00	100%	\$0.00
14	Utility Line Opening (ULO)	4.00	EA	\$500.00	\$2,000.00	2.00	2	\$1,000.00		\$2,000.00	100%	\$0.00
	SITE TOTAL				\$96,194.50			\$6,190.00		\$32,541.00	34%	
	SANITARY SEWER											
15	Forcemain, DIP CL52, 8-Inch	100.00	LF	\$155.00	\$15,500.00		100	\$15,500.00		\$15,500.00	100%	\$0.00
16	Sanitary Sewer, PVC SDR-26, 10-Inch	90.00	LF	\$77.00	\$6,930.00		90	\$6,930.00		\$6,930.00	100%	\$0.00
17	Sanitary Sewer, HDPE DR17, 10-Inch	320.00	LF	\$90.00	\$28,800.00		260	\$23,400.00		\$23,400.00	81%	\$5,400.00
18	Sanitary Sewer, PVC C900, 12-Inch	25.00	LF	\$102.00	\$2,550.00		25	\$2,550.00		\$2,550.00	100%	\$0.00
19	Sanitary Sewer Manhole, 48-Inch, Complete	3.00	EA	\$7,100.00	\$21,300.00		3	\$21,300.00		\$21,300.00	100%	\$0.00
20	Structure Marker	6.00	EA	\$200.00	\$1,200.00		4	\$800.00		\$800.00	67%	\$400.00
21	Lift Station	1.00	LS	\$584,311.00	\$584,311.00	0.55	0.25	\$146,077.75		\$467,448.80	80%	\$116,862.20
	SANITARY SEWER TOTAL				\$660,591.00			\$216,557.75		\$537,928.80	81%	
22	Utility Allowance	1.00	LS	\$20,000.00	\$20,000.00			\$0.00		\$0.00	0%	\$20,000.00
	WATERMAIN	0.00										
22	Hydrant	2.00	EA	\$5,750.00	\$11,500.00		2	\$11,500.00		\$11,500.00	100%	\$0.00
23	Gate Valve & Box, 6-Inch	2.00	EA	\$2,500.00	\$5,000.00		2	\$5,000.00		\$5,000.00	100%	\$0.00
24	Gate Valve & Box, 12-Inch	2.00	EA	\$5,300.00	\$10,600.00		2	\$10,600.00		\$10,600.00	100%	\$0.00
25	Watermain, PVC C900, 6-Inch	20.00	LF	\$67.00	\$1,340.00		20	\$1,340.00		\$1,340.00	100%	\$0.00
26	Watermain, PVC C900, 12-Inch	140.00	LF	\$117.00	\$16,380.00		140	\$16,380.00		\$16,380.00	100%	\$0.00
27	Watermain, HDPE DR11, 12-Inch	300.00	LF	\$100.00	\$30,000.00		260	\$26,000.00		\$26,000.00	87%	\$4,000.00
28	Watermain Fittings	1,125.00	LBS	\$16.00	\$18,000.00		1125	\$18,000.00		\$18,000.00	100%	\$0.00
	WATERMAIN TOTAL				\$112,820.00			\$88,820.00		\$88,820.00	79%	

Item		Bid	Unit	Unit	Bid	Work Completed			Materials Pres. Stored	Tot. Completed & Stored to Date		Balance to Finish
Bid Item #	Description	Qty		Price	Value	From Prev. Application	Qty this Period	Value this Application	not in C or I	\$ (C*B1 + E + F)	% (G / B)	(B - G)
	CHANGE ORDERS/ EXTRAS											
CO#1	Rail System & Discharge Piping Future Pump	1	LS	\$17,772.00	\$17,772.00		1	\$17,772.00		\$17,772.00	100%	\$0.00
CO#2	Transfer Switch	1	LS	\$1,979.25	\$1,979.25		1	\$1,979.25		\$1,979.25	100%	\$0.00
CO#3	Casing Pipe Verification	1	LS	\$5,199.50	\$5,199.50		1	\$5,199.50		\$5,199.50	100%	\$0.00
	Change Order TOTAL				\$24,950.75			\$24,950.75		\$24,950.75		
	<u>TOTAL</u>				\$914,556.25			\$336,518.50		\$684,240.55		\$210,315.70

At the Public Works meeting held on August 13, 2025, a motion was made by Krohn and seconded by Garn to approve Option 1 and Option 2 (extending the fence 6 feet at an angle) for fence improvements at Larry Forest Memorial Park.

Description / Qty / Rate Cyclone Fence-Larry Forrest Fields/Pickleball Court

Amount

1. \$7,695.00

Pickleball court:

Lower existing fence by pounding posts back down and retie wire.
Also install 247' of new 4' commercial chain link with bottom rail.

2. \$12,450.00

Fields two and three:

Rise up 2 backstops an additional 6'
Extend 6' vertically: \$12,450

Extend 6' at an angle : \$13,550

3. \$3,360.00

Fields two and three:

Install 4 - 30' stretches of new 6' tall wire and add bottom rail, reinstalling top cap

4. \$2,485.00

Field one:

Install 25' of 8' tall 6ga wire and 20' of new 8' tall 9ga wire with bottom rail

Subtotal

\$25,990.00

Total

\$25,990.00

Total

\$25,990.00

Somerset Fire/Rescue

from the office of Chief Belisle

August 1st, 2025

Dear Board Members –

This is the update for July 2025. This month we responded to 59 calls for service. The breakdown is as follows: 30 calls in the Village consisting of 16 medicals and 14 Fire/Rescue calls; 15 in the Township consisting of 10 medicals and 5 fire/rescue calls; and 14 auto aid calls, 12 in St. Joe, 1 in Star Prairie, and 1 in New Richmond. This brings us to a total of 287 runs for the year compared to 301 for the same time in 2024.

The month of July was busy mostly to one significant storm. We did not have any other calls of significance, just medicals, trees on power lines, etc. We do not have our final numbers from the Pea Soup weekend, but it was a great turnout, we just received our last check and have one final bill to pay out and we should have a total amount raised. Thankful that our community comes out and enjoys this every year!

We will be meeting on the 13th to review the Strategic Plan proposals, references etc and make a recommendation to the full boards on which direction the Fire Commission feels we should proceed. More to come soon!

We are currently operating with 30 personnel, 17 full members and 9 probationary members, 1 honorary member as well as 2 High School Cadets and our secretary just as we were last month, no changes at this time! As always you are more than welcome to stop in and say hi at the station when you see someone there. We welcome visitors and are more than willing to give you a tour and show you our trucks and equipment!

Sincerely,

Travis Belisle

Travis Belisle - Chief
Somerset Fire/Rescue

748 Hwy 35
Somerset, WI 54025
Station (715)247-5364 Fax (715)247-3194

ORDINANCE A-708

**AN ORDINANCE AMENDING SECTION 10-1-28, CODE OF ORDINANCES, IN THE
VILLAGE OF SOMERSET, WISCONSIN**

**THE VILLAGE BOARD OF THE VILLAGE OF SOMERSET, WISCONSIN DOES
ORDAIN AS FOLLOWS:**

**THAT SECTION 10-1-28(b) Parking Prohibited, of the Village Ordinances is hereby
amended to include:**

**(11) No person shall stop, park or allow any vehicle to stand on Alex Court within
the Village of Somerset between the hours of 2:30 a.m. and 6:00 a.m.**

Adopted this 19th day of August 2025

Ryan S. Sicard, Village President

Jessica Lehman, Village Clerk

ORDINANCE A-686 707

AN ORDINANCE AMENDING 9-2-11 IN THE VILLAGE OF SOMERSET, WISCONSIN

THE VILLAGE BOARD OF THE VILLAGE OF SOMERSET, WISCONSIN, DOES ORDAIN AND AMEND AS FOLLOWS:

TITLE 9 CHAPTER 2 SECTION 9-2-11 (a-c) Charges (Sewer Rate)

Sec. 9-2-11. - Charges.

(a) Sewer Rates.

- (1) *Minimum Meter Charge Rate.* Minimum charge based on the size of water meter in service will be per the following schedule:

5/8 "	Meters	\$9.75 10.00
3/4"	Meters	9.75 10.00
1"	Meters	22.71
1 1/4"	Meters	27.15
1 1/2"	Meters	36.10
2"	Meters	54.36
3"	Meters	90.88
4"	Meters	90.88

- (2) *Volume Usage Rate.* A fixed charge of twelve dollars and twenty five cents (~~\$12.00~~25) per one thousand (1,000) gallons per month on the amount of water consumed as defined in Subsection (5) (c).

- (b) *Sewer Charges.* All charges for sewerage service shall be made monthly and shall be due the 20th of each month. A three percent (3%) penalty will be added to those bills not paid on or before the twentieth day after the issuance date of the bill with a fifty-cent minimum penalty charge. A failure to receive a bill shall not excuse nonpayment. Delinquent sewerage service charges shall be a lien on the property served pursuant to Sec. 66.0809(3), Wis. Stats.
- (c) *Credits.* Sewer use charges shall be as set forth in this Section and no credit will be given for intentional or accidental excess water use on the part of the user, with the exception of a faulty water meter or where the user submits sufficient written proof that the excess water did not enter the Village sewer system. Upon submission of such proof, the Village Public Works Director shall, based on the written submission of proof, determine if a credit may be issued. An appeal of the Public Works Director's decision may be made to the Public Works Committee and Village Board within thirty (30) days of the decision. Requests for credit must be submitted in writing within sixty (60) days of the bill date.

Mike Kappers, Village President
Ryan Sicard

ATTEST:

Tasia Berger, Village Clerk
Jessica Lehman

ADOPTED : 9/17/2024 8/19/2025

EFFECTIVE : 10/16/2024 5

	Current	Proposed	Difference
Fixed Charge	\$8.92	\$10.79	\$1.87/mth
Rate per 1,000/g	\$11.14	\$11.64	\$.50/ 1,000g

1,400 customers x \$8.92= \$12,500

1,400 customers x \$10.79= \$15,100

Difference \$2,600/m and \$31,000/yr

1,400 customers at 4,000 gallons per month x \$11.14= \$62,400/m

1,400 customers at 4,000 gallons per month x \$11.64= \$65,200/m

Difference \$2,800/m and \$33,600/yr

Totals: \$5,400/m and \$64,600/yr

Additional 135 homes in TID 6 is an additional \$75,000/yr for usage and \$17,500 in fixed charges for a total increase of \$92,500 in revenue at full build out.

Option #2	Current	Year 1	Year 2	Year 3
Fixed Charge	\$8.92	\$9.50	\$9.75	\$10.00
Rate per 1,000/g	\$11.14	\$11.75	\$12.00	\$12.25
Change in revenue		\$50,600/yr	\$72,000/yr	\$92,000/yr

1,400 customers x \$9.50= \$13,300

Difference \$800.00/m and \$9,600/yr

1,400 customers at 4,000 gallons per month x \$11.75= \$65,800

Difference \$3,400/m and \$41,000/yr

Totals: \$4,200/m and \$50,400/yr

1,400 customers x \$9.75= \$13,700

Difference \$1,200/m and \$14,400/yr

1,400 customers at 4,000 gallons per month x \$12.00= \$67,200/m

Difference \$4,800/m and \$57,600/yr

Totals: \$6,000/m and \$72,000/yr

1,400 customers x \$10.00 = \$14,000

Difference \$1,500/m and \$18,000/yr

1,400 customers at 4,000 gallons per month x \$12.25= \$68,600

Difference \$6,200/m and \$74,400/yr

Totals: \$7,700/m and \$92,400/yr

Regular Meeting of the Village of Somerset
Board of Trustees
Village Hall, 110 Spring Street Somerset, WI 54025
Tuesday, July 18, 2023

Village President, Mike Kappers called the Regular Meeting to order at 6:00pm. Present: Mike Kappers, Caleb Garn, Brandon Krohn, Chris Moreno, Chris Dubak at Village Hall. Donnie Kern and Josh Hecht were present via Zoom. Also present: Bob Gunther, Public Works/Economic Development Director, Tasia Berger, Clerk, and Paul Mahler, Village Attorney at Village Hall. Andrea Otto, Treasurer, and Chuck Schwartz, MSA Village Engineer, were present via Zoom.

Minutes: *Motion by Moreno, second by Krohn to approve the June 20th Regular meeting minutes. Motion to approve minutes carried unanimously.*

Committee Reports

Plan Commission: Discussion/Possible Approval - Extra Territorial CSM - 745 190th Ave, Town of Somerset. *Motion by Krohn, second by Garn to approve the Extra Territorial CSM - 745 190th Ave, Town of Somerset. Motion to approve carried unanimously.*

Discussion/Possible Approval Growing Wings Access Easement, Growing Wings Utility Easement, and Growing Wings Certified Survey Map. Attorney Paul Mahler recommended an amendment to the easements. *Motion by Kern, second by Krohn to approve with amendments to easements as recommended by the Village Attorney. Motion to approve with amendments carried unanimously.*

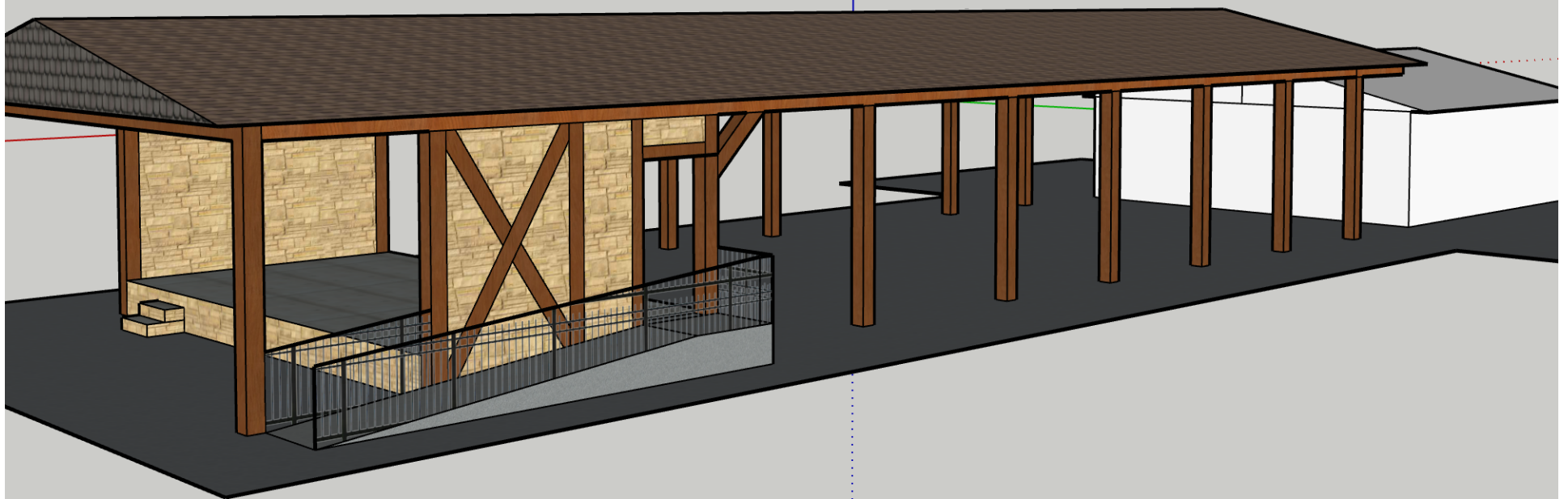
Public Works: Discussion/Possible Approval - Sewer Rate Study. Krohn clarified the shortfall that needs to be made up. 3-year scenario sets up well for the future. *Motion by Krohn, second by Garn to approve Option #2 of Sewer Rate Study.* Discussion regarding when the increase would begin on resident bills and the need to publicize the increase. Gunther said it will begin with October billing. *Krohn amended his motion to include that increase billing would begin in October, second by Garn. Motion to approve Option #2 of Sewer Rate Study with increase to begin in October carried unanimously.*

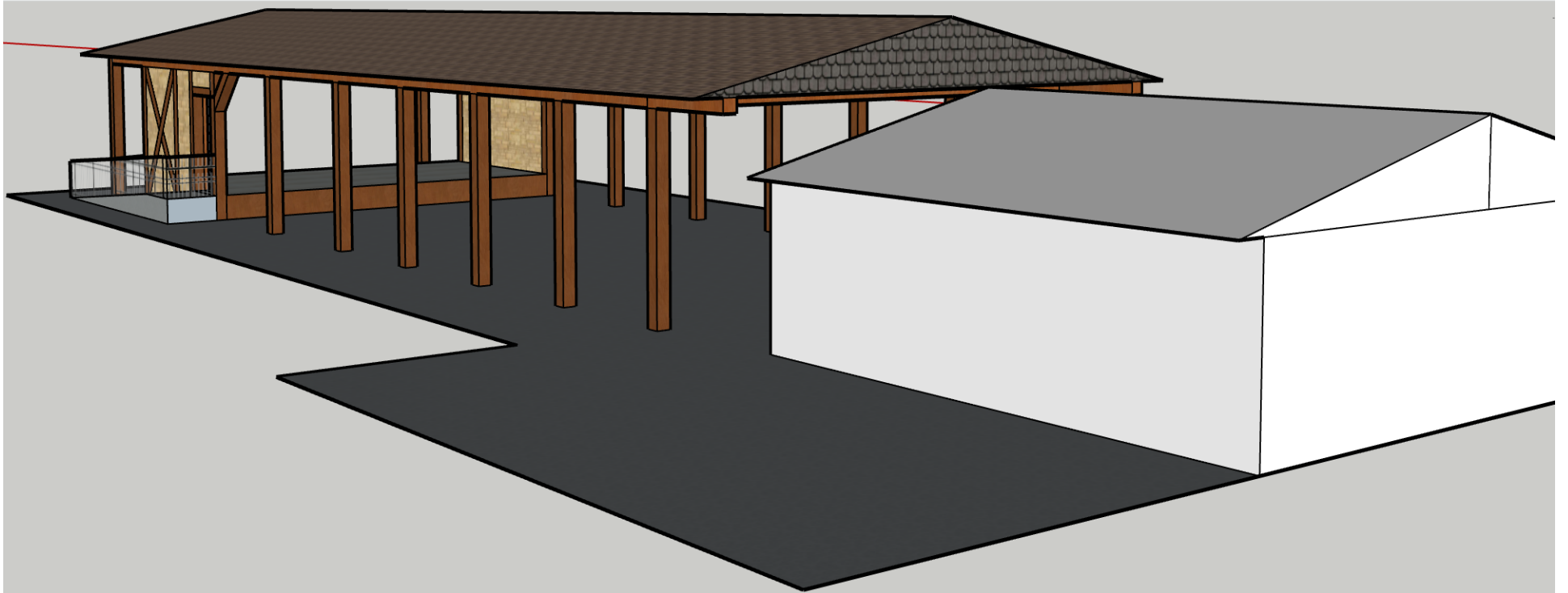
Discussion/Possible Approval Street Light Quotes. Gunther stated items #1 & #2 would be completed in-house. Item #3 would be contracted out to Neo. Some TID funds can be allocated. Krohn asked about Somerset United funds can be used. The process for requesting funds was discussed. Cost for project is \$7,336. Not currently a budgeted project. *Motion by Kern, second by Garn to approve item #3 on Street Light Quotes in the amount of \$7,336. Motion to approve carried unanimously.* Discussion/Possible Approval Wastewater Treatment Facility Improvements Pay App #11. *Motion by Krohn, second by Moreno to approve Wastewater Treatment Facility Improvements Pay App #11 in the amount of \$425,742.50. Kappers asked for clarification on what is included in the payment and requested a timeline of board approvals related to this project. Motion to approve carried unanimously.*

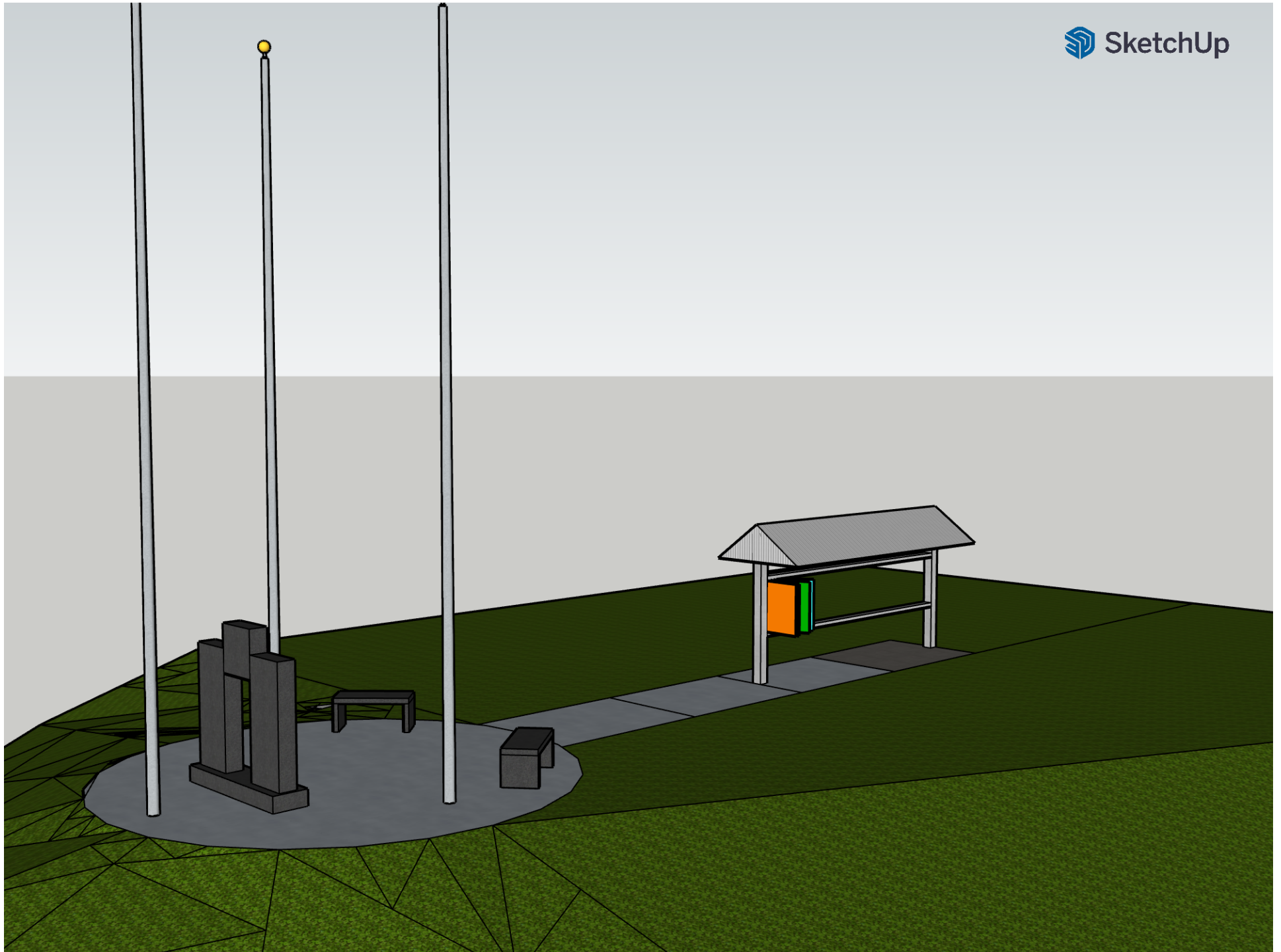
Public Safety: Dubak provided an update from the July 10, 2023, Public Safety meeting. *Motion by Kappers, second by Krohn to move New Business items 6.A., 6.B., and 6.C. to the next items on the agenda. Motion carried unanimously.*

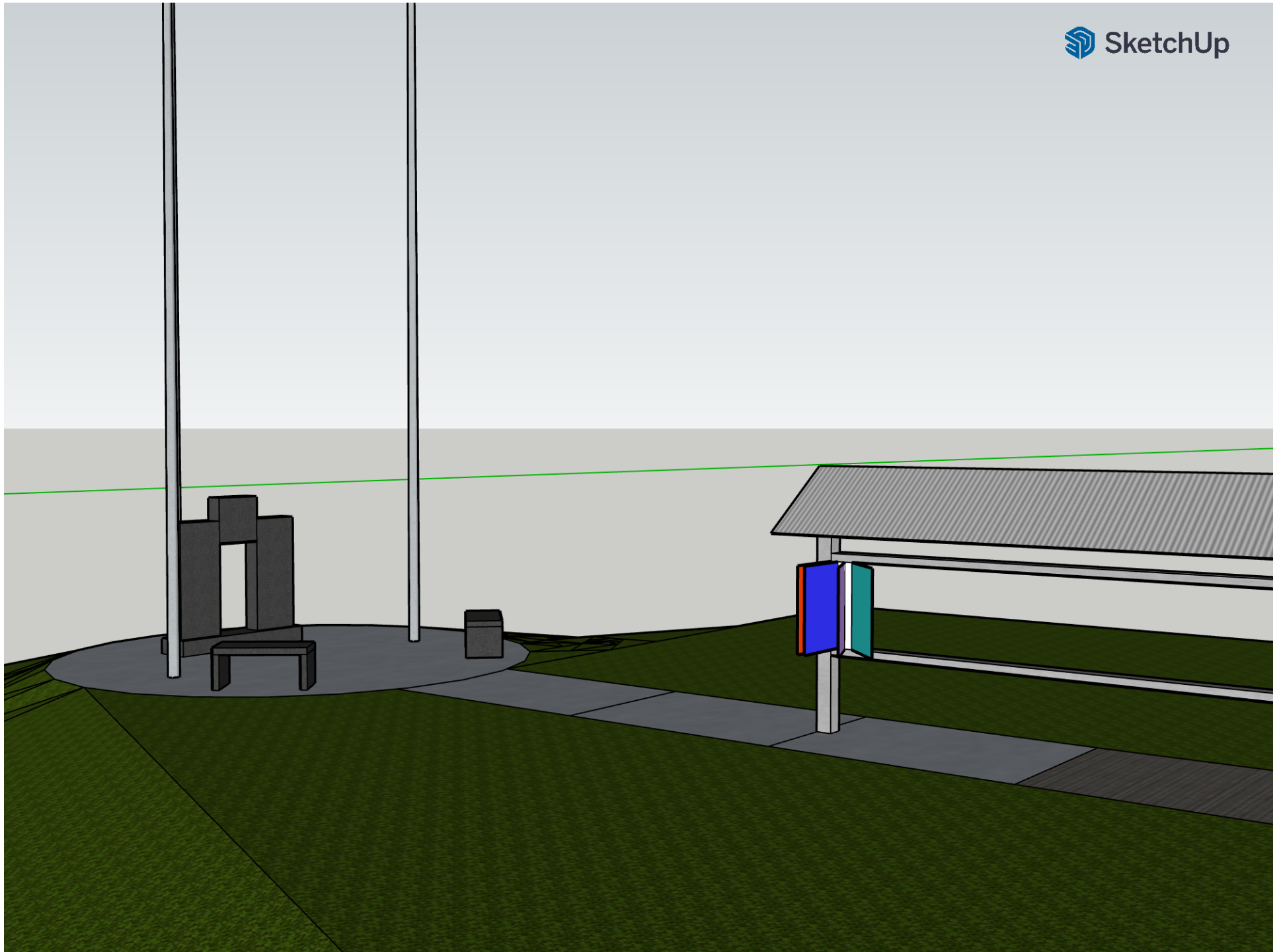
New Business

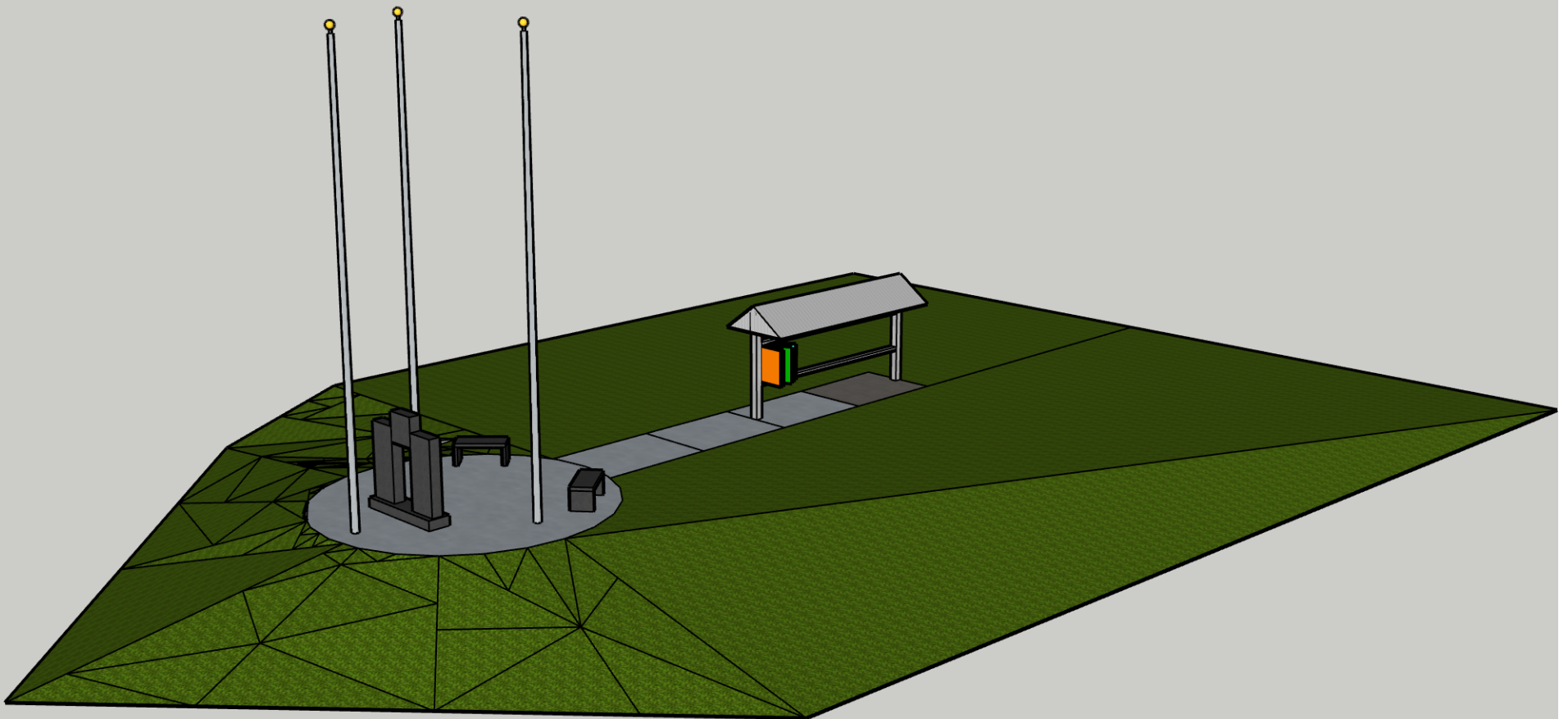
Ehlers presented information regarding the three proposed resolutions. Kern asked if this funding would impact the trails grant. Gunther stated no and that there are some capital outlay funds set aside for that. It is a 20/80 grant. Kappers asked if this funding is for the biosolids facility. Otto clarified that this financing does not include the biosolids facility











VILLAGE OF SOMERSET, WISCONSIN

RESOLUTION NO. 2025-08

REQUESTING APPLICATION FOR EXEMPTION FROM THE COUNTY LIBRARY TAX

WHEREAS, the County Board for St. Croix County, Wisconsin levies a county library tax; and

WHEREAS, Section 43.64(2)(b) of the Wisconsin Statutes provides that any city, town, or village which levies a tax for public library service and appropriates and expends for a library fund as defined by section 43.52(1) of the Wisconsin Statutes during the year for which the county tax levy is made a sum at least equal to the county tax rate in the prior year multiplied by the equalized value of the property in the city, town, or village for the current year is exempt from the county library tax; and

WHEREAS, the Village of Somerset will, in 2026, be appropriate and expend an amount in excess of that calculated above.

NOW THEREFORE, BE IT RESOLVED that the Village of Somerset hereby requests of the St. Croix County Board of Supervisors that the Village of Somerset be exempt from the payment of any county tax for the support of the public library service as provided in Section 43.64(2) of the Wisconsin Statutes.

BE IT FURTHER RESOLVED that copies of this Resolution are forwarded by the Village of Somerset Clerk to the following parties:

Somerset Library, 208 Hud Street, Somerset WI 54025

St. Croix County Clerk, 1101 Carmichael Rd., Hudson WI 54016

Adopted by the Village Board on August 19, 2025.

Ryan S. Sicard, Village President

Jessica Lehman, Village Clerk

Document Number	DEVELOPMENT AGREEMENT
Lots ____ - ____ and of the Plat of Winesap Prairie First Addition, Village of Somerset Document Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.	
Recording Area	
Name and Return Address Paul H. Mahler Bakke Norman, SC PO Box 308 New Richmond, WI 54017	
_____ Parcel Identification Number (PIN)	
Drafted by: Paul H. Mahler Bakke Norman, SC 1200 Heritage Drive New Richmond, WI 54017	
THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.	
This information must be completed by submitter: <u>document title, name and return address, and PIN</u> (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. WRDA Rev. 12/22/2012	

AGREEMENT FOR SUBDIVISION IMPROVEMENTS
IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF
VILLAGE OF SOMERSET
SOMERSET, WISCONSIN
(hereafter Agreement)
WINESAP PRAIRIE FIRST ADDITION
(hereafter SUBDIVISION)

THIS Agreement , made and entered into this _____ day of _____, 2025, by and between [Citywide Development, Inc.](#) (hereafter the "Subdivider"), and the Village of Somerset (hereafter the "Municipality"), a municipal corporation located at Somerset, Wisconsin.

RECITALS

1. The Subdivider is the fee simple owner of the real estate located within the Municipality and more particularly described in Exhibit A (the "Property" or "First Addition") known as Winesap Prairie First Addition (the "Property" or "First Addition").
2. Subdivider desires to develop the Property for the following purposes:

389 single-family dwelling homes with associated public roads and public and private utilities, the ("Subdivision")
3. The Municipality seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivisions which leave property undeveloped and unproductive.
4. The applicable provisions of the Municipal Code of the Village of Somerset require that provisions be made for the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and storm water runoff control, storm water pond(s), and street improvements required to serve the Subdivision.
5. The purpose of this Agreement is to protect the Municipality from the cost of completing subdivision improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the subdivision or for the benefit of lot or home buyers in the subdivision.
6. The purpose of this Agreement includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs.
7. This Agreement is made for the mutual benefit of the Subdivider and the Municipality in

order that land division requirements will be fully complied with.

8. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Municipality's Subdivision Ordinance.

9. Subdivider agrees to develop the Property in accordance with this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or the Subdivision and/or any other applicable ordinances, including all rules and regulations of the Municipality.

10. The Subdivider now wishes to proceed with the installation of public improvements to serve the lots of Winesap Prairie First Addition, as indicated on EXHIBIT C.

11. The approval of this First Addition is contingent upon the execution of this Agreement, and submittal of all documents required by this Agreement.

12. This Agreement currently contains the following exhibits and any subsequent exhibits provided for under the Agreement, all of which are incorporated as if fully set forth:

- EXHIBIT A Legal description of Property
- EXHIBIT B "Approved Engineer's Estimate of Public Improvement Costs, List of Work and Responsibilities for Winesap Prairie First Addition"
- EXHIBIT C "Public Improvement Plans/Specifications"
- EXHIBIT D "Grading Plan"
- EXHIBIT E "Construction Schedule"
- EXHIBIT F "Notice to Municipality of Completion of Public Improvements"
- EXHIBIT G "Letter from Engineer on Completion of Public Improvements"
- EXHIBIT H NA
- EXHIBIT I NA
- EXHIBIT J NA
- EXHIBIT K "Affidavit of Developer as to Lien Waivers"
- EXHIBIT L "Drainage Easement" (If applicable)
- EXHIBIT M "Utility Easement" (If applicable)
- EXHIBIT N "Easement Map" (If applicable)

NOW THEREFORE, in consideration of the granting of approval for the development of the Property, the Subdivider agrees to develop the Property in accordance with the terms and conditions of this Agreement and any applicable regulations of any governmental entity with jurisdiction and/or the ordinances, rules and requirements imposed by the Municipal Board and regulations of the Municipality.

AGREEMENT

ARTICLE I - GENERAL CONDITIONS

A. Improvements

The Subdivider shall construct and install, at their own expense, those on-site and off-site

subdivision improvements listed on EXHIBIT B and further detailed in EXHIBIT C (the "Improvements"). The Subdivider's obligation to complete the Improvements will arise upon final plat approval by the Municipality of Winesap Prairie ~~First~~ Addition, will be independent of any obligations of the Municipality and will not be conditioned on the commencement of construction in the development or sale of any lots or Improvements within the Subdivision.

B. Contractors Engaged By Subdivider

The Subdivider agrees to engage Contractors/Subcontractors acceptable to Municipal Engineer (all future references to Municipal Engineer shall also include the right to designate entities and/or individuals to act in the Municipal Engineer's place) for all construction included in this Agreement who shall perform such work to the standards of the Municipality and who shall comply with every requirement of the Plans and Specifications approved by the Municipality's Engineer in performing such work. The Subdivider shall furnish the Municipal Engineer with the names of all contractors and their subcontractors, with the classification of the work they will perform, not less than seven (7) calendar days, prior to any work beginning.

C. Municipality Approval of Starting Dates

1. The Subdivider agrees that no construction work shall be scheduled for the above mentioned Improvements without the Municipal Engineer's approval of the starting date and schedule. The approved schedule is attached as EXHIBIT E and incorporated herein as if fully set forth. No work shall commence on the Property until all parties have signed this Agreement, all necessary easements have been obtained (unless approved by the Municipal Engineer), all Exhibits have been attached, and an approved letter(s) of credit, insurance certificate, escrow deposits and other security (as provided herein) is on file with the Municipality.
2. The Subdivider agrees to conduct a preconstruction conference prior to any construction activity, including grading work. The Municipal Engineer and representatives of Municipality will attend this conference. The Subdivider will be responsible for scheduling and conducting this conference. Full-time construction observation will be provided for any work which will be buried. Municipality, at its sole discretion, will determine which individual and/or entity will serve as resident inspector. Daily construction logs shall be kept and copies forwarded to the Municipal Engineer each week. If Municipality designates an individual or entity other than the Municipal Engineer as resident inspector, the Municipal Engineer may nevertheless visit the site to observe and evaluate construction work and progress at such times and frequencies as deemed necessary by Municipal Engineer at its sole discretion. Pursuant to Paragraph K.1.e. of this Agreement, Subdivider shall reimburse Municipality for fees of Municipal Engineer incurred in any such observation work.

D. Change Order to Work

The Subdivider further agrees that the Municipality shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this

or other written Agreements between the Municipality and the Subdivider. The changes are to be in writing, executed by both parties, and are to be attached as exhibits.

E. Acceptance of Work

The Municipality shall inspect the Improvements as they are completed and, if acceptable to the Municipal Engineer, state that such Improvements as being in compliance with the standards and specifications of the Municipality. Such inspection will occur within 14 days of written notice by the Subdivider that Subdivider's desire to have the Municipality inspect an Improvement. Before obtaining acceptance of any such Improvement, the Subdivider shall present to the Municipality valid lien waivers from all persons providing materials or performing work on the Improvement for which acceptance is sought. Approval by the Municipal Engineer does not constitute a waiver by the Municipality of the right to draw funds under the letter of credit on account of defects in or failure of any Improvement that is detected or which occurs following such approval.

Subdivider further agrees that the dedication of right-of-way Improvements and that the required public Improvements will not be accepted by the Municipality until all of the following have occurred as to each Improvement for which Subdivider seeks acceptance by Municipality:

- 1) The "Notice to Municipality of Completion of Public Improvements", attached hereto as Exhibit F, has been received by the Municipality.
- 2) The "Letter from Developer's Engineer on Completion of Public Improvements", attached hereto as Exhibit G, has been received by Municipality.
- 3) The Improvements have been inspected and approved by the Municipal Engineer.
- 4) All outstanding Municipality-incurred costs, including engineering and inspection charges, have been paid in full.
- 5) The "Affidavit of Developer as to Lien Waivers", attached hereto as Exhibit K and the accompanying lien waivers are received by the Municipality indicating that the Contractor and his/her suppliers have been paid in full for all work and materials furnished under this Agreement.

The following additional information must be submitted prior to acceptance by Municipality of any sewer or water system public Improvements:

- 6) A complete breakdown of all construction, engineering and administrative costs incurred by the Subdivider in constructing the sanitary sewer and water main and the respective service laterals is submitted to the Municipal Engineer and Municipal Clerk, respectively. (This is necessary to aid in determining the Sewer and Water Utility's plant value.)
- 7) A bacteriologically safe sample of the water in the water system is obtained by a certified testing agency. The Subdivider shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the Municipality's acceptance.

The Subdivider agrees to provide for maintenance and repair of all required public

Improvements, including snow removal, until such Improvements are formally accepted by the Municipality through Resolution.

The Municipality will provide timely notice to the Subdivider whenever inspection reveals that an improvement does not conform to the standards and specifications shown on EXHIBIT C, "Plans and Specifications," or is otherwise defective. The Subdivider shall have 20 days from the issuance of such notice to correct or substantially correct the defect. The Municipality shall not declare a default under this Agreement during the 20 day correction period on account of any such defect unless it is clear the Subdivider does not intend to correct the defect or unless the Municipality determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat.

Subdivider shall provide copies to Municipality of "as built" plans for all Improvements within sixty (60) days of acceptance by Municipality of the final Improvements to be constructed by Subdivider pursuant to this Agreement.

F. Time of Completion

All work specified will be completed in accordance with the following schedule:

1. Construction of the Public Improvements (lots and Improvements), with the exception of the final lift of asphalt on the streets, to be completed by _____. The final lift on the streets will be completed after a minimum of one freeze/thaw cycle but before the end of the 202_ construction season during the months of June- August unless otherwise approved by the Village Engineer.

Furthermore, all Improvements shall be completed in accordance with the approved construction schedule attached as EXHIBIT E as submitted and approved by the Municipal Engineer.

G. Indemnification and Insurance Required of Private Contractors

The Subdivider hereby expressly agrees to indemnify and hold the Municipality and its agents harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. The Subdivider further agrees to aid, indemnify and defend the Municipality or its agents (at no cost to the Municipality or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Subdivider. The Subdivider is not an agent or employee of the Municipality.

1. Subdivider will provide and maintain or cause to be maintained at all times during the process of constructing the Improvements until twelve (12) months after acceptance of all Improvements, and, from time to time, at the request of the Municipality, furnish proof of payment of premiums on:

Commented [PM1]: Need construction schedule

- a. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of the Subdivider's work or the work of any of its subcontractors.

Limits for bodily injury or death shall not be less than \$1,000,000.00 for one person and \$2,000,000.00 for each occurrence; limits for property damage shall not be less than \$500,000.00 for each occurrence. The Municipality and the Municipal Engineer shall be an additional named insured on said policy.

- b. Worker's compensation insurance, with statutory coverage.

The Subdivider shall file a copy of the insurance coverage with the Municipality.

2. The Subdivider shall ensure that all Contractors engaged in the construction of this project comply with the above requirements pertaining to damage claims, indemnification of the Municipality, and providing insurance coverages consistent with those listed above. The Subdivider shall also require Contractors engaged in the construction of this project to maintain a current Certificate of Insurance on file with the Municipal Clerk.

H. Guarantee of the Work

The Subdivider agrees to guarantee and warrant all work performed under this contract for a period of one year from the date of final acceptance by the Municipal Board of the last improvement completed by the Subdivider under this Agreement against defects in workmanship or materials. If any defect should appear during the guarantee period, the Subdivider agrees to make required replacement or acceptable repairs of the defective work at his/her/their own expense. This expense includes total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of Improvements on lands where the repairs or replacement is required. The letter of credit or other approved surety shall remain in force for the full length of time that this First Addition remains to be completed; in addition, a portion of the letter of credit deemed adequate by the Municipal Engineer shall remain in force for a minimum of the one year guarantee period (Section L.3.).

All guarantees or warranties for materials or workmanship which extend beyond the above one-year guarantee period shall be assigned by the Subdivider to the Municipality (as beneficiary).

I. Compliance With Law

The Subdivider shall comply with all relevant laws, ordinances, and regulations in effect at the time of final subdivision plat approval when fulfilling his obligations under this

Agreement. When necessary or advisable to protect or promote the public health or welfare, or when necessary for Municipality to provide adequate public utility services to this or other subdivisions, the Subdivider shall be subject to laws, ordinances and regulations that become effective after final plat approval.

J. Specifications for Improvements

The Subdivider shall be required to fully comply with any and all provisions of the Municipal Subdivision Ordinance and Storm water Ordinance whether or not specifically addressed in this Agreement including but not limited to:

1. Grading, Erosion Control and Barricades

- a. The Subdivider shall furnish, install, and maintain during construction and until the Improvements are accepted by the Municipality, all barricades and signs as specified by the Municipal Engineer at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform with the Manual of Uniform Traffic Control Devices.
- b. The Subdivider shall obtain the approval of the Municipal Engineer for erosion and runoff control measures as required by the Municipal Ordinances and State laws prior to grading, utility installation or any other land disturbance activity. Separate approvals shall be obtained for each construction phase. The Subdivider shall adhere to conditions of the approval and grants the right-of-entry on the Subdivision to designated personnel of the Municipality to inspect and monitor compliance with this requirement. Erosion Control measures shall comply with the "Wisconsin Construction Site Best Management Practice Handbook".

2. Streets and street maintenance

The Subdivider shall be responsible for all street maintenance until streets are accepted by the Municipality. Warning signs shall be placed when hazards develop in streets to prevent travel by the public. The Village will clear snow from all streets containing at least the first lift of asphalt according to Village policy. Any damage to curbs, manholes etc. shall be repaired by Subdivider at its cost. If and when streets become impassable, such streets shall be barricaded and closed. The Subdivider shall be responsible for keeping streets within and outside the Property swept clean of dirt and debris and any spill or wash onto the streets from the construction operations.

3. Sanitary Sewer Facilities and Laterals

The Subdivider shall install sanitary sewer mains and laterals to serve all lots within the subdivision. No installation of underground utilities shall commence until plans and specifications have been approved by the Municipal Engineer and the State of Wisconsin Department of Natural Resources, in addition to any other approvals required by this Agreement. When required by the Municipal Engineer, the sanitary sewer shall be provided in locations, sizes, and depths necessary to serve future

subdivisions and phases.

4. Water Mains and Service Pipes

- a. The Subdivider shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the subdivision and as required by the plans, specifications, and requirements of the Municipality and approved by the State of Wisconsin Department of Natural Resources, in addition to the approvals required by this Agreement. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All other water service laterals three (3) inches and larger shall be completed with a controlling valve and road box. All materials used shall conform to the Municipal Standard Specifications for Watermain Construction.
- b. Subdivider will provide a legal description and recorded easements for any public utilities as may be requested by the Municipality.

5. Streets, Storm Sewers and Sidewalks

The Subdivider shall install Curb and Gutter, Storm Sewer Inlets and Leads, and Pavement on all streets within the subdivision, to the Plans and Specifications approved by the Municipal Engineer. Sidewalks / Trails shall be installed by Subdivider when required by the Municipality's sidewalk policy and as shown on Exhibits B and C.

6. Storm Water Management Structures

The Subdivider shall install all storm water management facilities including related storm sewers required by the Municipality's Storm Water Ordinance and the plans and specifications approved by the Municipal Engineer. Any retention, detention or drainage ponds to be constructed by Subdivider will be graded, seeded and in mowable condition before acceptance by Municipality. If the "as built" plans to be provided by Subdivider pursuant to Paragraph I.E. for the pond do not conform to the approved specifications for the pond, Subdivider agrees to bring the pond into conformance with the approved specifications within sixty days of written notice from Municipality of the need to do so. Upon request of the Municipality, Subdivider shall dedicate and transfer fee title to any retention/detention pond as well as areas dedicated to open /green space and parks to the Municipality free of liens and encumbrances arising from Subdivider.

7. Construction Standards

Where standards and/or specifications have not been established by the Municipality, all work shall be made in accordance with established engineering practices as designated and approved by the Municipal Engineer

8. Other Improvements Required

- a. The Subdivider shall cause gas, electrical power, communication, including fiber optic facilities to be installed in such manner as to make adequate

- service available to each lot in the subdivision.
- b. The Subdivider shall cause to be installed streetlamps along all streets proposed to be dedicated of a design compatible with the neighborhood and the type of development proposed. Such lamps shall be placed at each street intersection and as such interior block spacing as may be required by the Municipality.
 - c. The Subdivider shall install all required street and traffic signage within the subdivision.
 - d. The Subdivider shall landscape all right-of-way and public land, including retention or detention ponds, with topsoil, seed and mulch.
 - e. Subdivider shall plant street trees every 50 feet along public road and one additional tree in the rear of each lot unless said lot would contain two street trees of a type and size approved by the Municipality.
 - f. Subdivider agrees to construct centralized mail boxes as approved by the United States Postal Service.
 - g. Upon completion of an all weather surface road sufficient to provide emergency vehicle access, Subdivider shall be allowed to construct up to 24 model homes provided that no homes shall be sold until such time as a certificate of occupancy has been issued for the structure. Furthermore, Subdivider agrees that no undeveloped lot(s) on the Property shall be sold to a third party until such time as a completed home is constructed on the lot. Additionally, the Village consents to vacant lot sales to Capstone Homes or its affiliate.

9. Utility and Drainage Easements

Developer shall prepare separate documents for any utility or drainage easements specified on the preliminary or final plat of the Development. Such easements shall specify the rights and obligations of the owners of lots subject to the easements as well as the rights and obligations of the grantees of the easements. Copies of the easement documents are attached hereto as Exhibits "L" and "M". Developer shall record these easement documents with the St. Croix County Register of Deeds within thirty days of the execution of this Agreement. Developer shall provide Village with copies of the recorded easement documents.

10. Maintenance of Unsold Lots and Open Spaces

Subdivider shall maintain all unsold lots, outlots and open spaces in a mowable condition. Subdivider agrees to abide by all municipal ordinances pertaining to grass length and weed control. Dirt and debris piles shall not be left on any lot or open space for longer than thirty days, unless actively used as "stock piles" for home construction. If any such piles are not removed or grass and weeds maintained within ten days' written notice by Municipality, Municipality may remove any such dirt and debris or mow said lots and assess or charge the costs of doing so against Subdivider and the Property as a special charge on the tax rolls.

Commented [PM2]: The related entity language is added as many developers have construction division separate from the land development group. Also, added a carve out for Capstone.

11. Removal of Erosion Control Measures

Subdivider shall remove all erosion control measures installed in Subdivision, including, without limitation, silt fences and erosion bales, upon thirty day's written notice by Municipality to Subdivider requesting such removal, or prior to Municipality's release of the final surety funds provided by Subdivider to Municipality to warrant the Public Improvements to be installed pursuant to this Agreement, whichever occurs first.

12. Parkland Dedication

For purposes of meeting Municipality's parkland dedication requirement contained in its Subdivision Ordinance and the sum of \$500 per lot, totaling ~~\$19,000~~ \$19,500.00 (389 Lots x \$500) for parkland dedication fees for Winesap Prairie First Addition of the overall project.

K. SUBDIVIDER to Reimburse the Municipality for Costs Sustained

1. The Subdivider shall reimburse the Municipality for its actual cost of design, inspection, testing, construction, and associated legal and real estate fees for the required public Improvements including the drafting and negotiation of this Agreement whether or not said costs are incurred by the Municipality before or after the execution of this Agreement. The Municipality's costs shall be determined as follows:

- a. The cost of Municipal employees' time engaged in any way with the required public Improvements based on the hourly rate paid to the employee multiplied by a factor determined by the Municipality representing the Municipality's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of Municipality equipment employed.
- c. The cost of mileage reimbursed to Municipality employees which is attributed to the land division.
- d. The costs incurred by the Municipality in connection with the review and approval of the final plat of subdivision as well as the cost for review and approval of other related documents including deed restrictions and security.
- e. All consultant fees, including legal and engineering, associated with the public Improvements at the invoiced amount plus administrative costs.
- f. A sum of ~~Five percent (5%)~~ \$59,053.00 ~~of the improvement costs as estimated by the Municipal Engineer~~ shall be deposited with the Municipal Clerk as an initial payment to partially cover costs.

The Municipal Clerk shall draw against such deposit for payment of all

administrative, engineering, legal and other costs incurred by the Municipality. If at any time the deposit shall be insufficient to reimburse the Municipality for its expenses, the Subdivider shall deposit additional security within fifteen (15) days of notice from the Municipal Clerk.

After completion of improvement construction and acceptance by Municipality, the actual costs shall be totaled and the difference, if any, shall be paid by or remitted to the Subdivider.

L. Surety

1. The Subdivider agrees to furnish the Municipality, on or before the commencement of grading activities, with surety in the form of certified checks, irrevocable letters of credit, or other such form as deemed acceptable by the Municipality in the minimum amount of \$~~1,870,221.00~~ 1,417,281.60 equal to 120% of the estimated cost ~~of to~~ complete the Improvements as set forth and described on Exhibits B and C to secure performance of this Agreement in accordance with the Municipality's Ordinances. The form of the letter of credit or other surety shall be approved by the Village Attorney. The letter of credit or other approved surety shall remain in full force and effect as a warranty of workmanship and material for a minimum of one year after acceptance of the Improvements by the Municipal Board.

The letter(s) of credit shall be payable to the Municipality at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the Municipality is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized Municipality official stating that the Subdivider is in default under this Agreement; and (iii) the original of the Letter of Credit.

2. As work progresses on installation of Improvements constructed as part of the Agreement, the Municipal Engineer, upon written request from the Subdivider from time to time, is authorized to recommend a reduction in the amount of surety. When portions of construction (water, sanitary sewer, street, sidewalk, or other Improvements) are completed by the Subdivider, and determined acceptable by the Municipal Engineer, the Municipal Board at its sole discretion is authorized, upon submission of lien waivers by the Subdivider's contractors, to reduce the amount of surety. Lien waivers are to be submitted from any contractor, subcontractor, material supplier, or other individual or entity who performed any work or supplied any materials for the specific Public Improvements for which acceptance is sought. Subdivider is to complete and submit a signed "Affidavit of Developer as to Lien Waivers" (attached as Exhibit "K") with each request for reduction of the letter of credit. No reduction in the letter of credit will be authorized until the required submittals have been made by Subdivider.
3. Upon acceptance by the Municipal Board of the Improvements constructed as part of this Agreement, the Municipality may reduce the surety to an amount equal to 10% of the Improvements cost defined in Exhibits B and C, or such other amount equal to an estimate of the Municipal Engineer to secure performance of the

guarantee described in this Agreement, subject to the approval of the Municipal Engineer and Municipal Attorney.

M. Subdivider's Designated Project Manager

The Subdivider hereby appoints John Anderson as the Project Manager. This individual shall act as the Subdivider's representative during the construction phase of the installation of these Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number 612-598-4987. If the Project Manager is unavailable the Village may contact Craig Albrightson of Albrightson excavating.

N. Engineer of Record and Resident Inspector

The Municipality hereby designates Chuck Schwartz of MSA Professional Services, Inc. as the Resident Inspector and Municipal Engineer. His telephone number is 651-272-0041.

O. Plat Approval

Municipality has granted preliminary plat approval for the Winesap Prairie Subdivision. Future phases of the Winesap Prairie Subdivision will require Municipal approval and this Agreement shall be amended or supplemented accordingly at that time.

P. Drainage Easements

Subdivision contains drainage easements on one or more of its lots. Subdivider agrees to prepare and record separate easement documents for these drainage easements. A copy of the recordable document is attached hereto as Exhibit L.

Q. Utility Easements

Subdivision contains utility easements on its lots. Subdivider agrees to prepare and record separate document(s) for these utility easements. A copy of the recordable document is attached hereto as Exhibit M.

R. Aesthetics

Municipality recognizes that the physical appearance of residential developments within its boundaries is an important factor in attracting new residents and businesses to relocate to Somerset. Aesthetic concerns are an important factor in Municipality's long range plans for growth and development. In recognition of these concerns, Subdivider agrees to use a variety of siding colors and home designs in its construction of homes in Subdivision and will endeavor to make Subdivision aesthetically attractive. Subdivider further agrees to not construct two identical homes of the same design on adjoining lots or directly across from one another within the Subdivision. "Identical homes" for purposes of this Paragraph shall mean homes with exactly the same exterior appearance. Adjoining homes containing variations in roof design (hip versus gable), front elevations, color schemes, street setbacks, and garage placement shall not be considered "identical" for purposes of this Paragraph.

ARTICLE II - SUPPLEMENTAL GENERAL CONDITIONS

- A. No Vested Rights Granted
Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Subdivider. Nor does the Municipality warrant by this Agreement that the Subdivider is entitled to any required approvals.
- B. No Waiver
No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. Nor shall Municipality's failure to pursue any default under this Agreement be deemed a waiver of any subsequent default or other defaults of the same type. The Municipality's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Subdivider or the acceptance of any Improvement(s).
- C. Amendment/Modification
This Agreement may be amended or modified only by a written amendment approved and executed by the Municipality and the Subdivider.
- D. Future Construction Phases
Future construction phases of the Winesap Prairie Subdivision shall proceed only after execution of a separate Agreement or a written amendment regarding construction of each phase and the approval of additional security or other documents as required. Any cost estimates for surety purposes for future phases included herein are provided for information only. A specific estimate using the current prices are to be submitted at the time of application for the additional phase.
- E. Default
A default of Subdivider is defined as the Subdivider's breach of, or failure to comply with, the terms of this Agreement regarding which Subdivider has not undertaken good faith efforts to cure or correct acceptable to the Municipality within twenty (20) business days of receipt of a written notice of default from the Municipality. If Subdivider's default consists of a failure by Subdivider to commence and thereafter use all reasonable efforts to pursue to completion the construction of the lot grading and public Improvements defined in Exhibit C in accordance with the approved Construction Schedule and approved plans or otherwise breach a term or condition of the Agreement, in such event Municipality may draw upon Subdivider's letter of credit or other security provided that in such event Municipality shall utilize the funds thus drawn, to the extent funds are available, to complete such construction of the Improvements in conformity with the plans therefore. The Municipality's notice may, alternatively, direct Subdivider to cease all work upon the Property or impose a freeze on the issuance of any further building permits until the circumstances and events giving rise to the default have been cured and corrected by Subdivider.
- F. Entire Agreement

This written Agreement, and written amendments, and any referenced attachments shall constitute the entire Agreement between the Subdivider and the Municipality.

G. Attorney's Fees

If the Municipality is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, Subdivider shall pay all Municipality costs including reasonable attorney's fees, court costs and expert witness fees.

H. Time

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for Municipality action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Subdivider or Municipality from performing his/her/their obligations under the Agreement.

I. Severability

If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

J. Benefits

The benefits of this Agreement to the Subdivider are personal and shall not be assigned without the express written approval of the Municipality, any unapproved assignment is void. There is no prohibition on the right of the Municipality to assign its rights under this Agreement. The Municipality shall release the original Subdivider's letter of credit if it accepts new security from any subdivider or lender who obtains the property. However, no act of the Municipality shall constitute a release of the original Subdivider from his/her/their liability under this Agreement.

K. Immunity

Nothing contained in this Agreement constitutes a waiver of the Municipality's sovereign immunity under application law.

L. Notice

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

if to Subdivider: [494 Lagrandeur Rd](#)
[Somerset, WI 54025](#)

if to Municipality: Village Clerk
Village of Somerset

Commented [PM3]: Need address for notices

Formatted: Indent: Left: 2.54"

110 Spring Street
P.O. Box 356
Somerset, WI 54025

- M. Recordation
The Municipality may record a copy of this Agreement or Memorandum of Agreement indicating the existence of this Agreement in the Register of Deeds' Office. All costs of recording shall be paid by the Subdivider.
- N. Personal Jurisdiction and Venue
Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement or letter of credit shall be commenced in Circuit Court for St. Croix County. The Subdivider expressly waives his/her/their right to bring such action in or to remove such action to any other court whether state or federal.
- O. Effective Date
This Agreement shall be effective as of the date and year first written above.

Signature pages to follow.

VILLAGE OF SOMERSET

By: _____
Ryan Sicard, Village President

Attest: _____
Jessica Lehman, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF ST. CROIX)

Personally came before me this _____ day of _____, 2025, the above-named Ryan Sicard, Village President, and Jessica Lehman, Village Clerk of the Village of Somerset, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the authority of the Village of Somerset.

Notary Public, State of Wisconsin
My Commission:

Citywide Development
Inc., Inc.

Commented [PM4]: Who will be signing for Developer?

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and as such officials acknowledged the same as the properly authorized act of said corporation.

Notary Public, State of Minnesota
My Commission: _____

This instrument drafted by:

Paul H. Mahler
BAKKE NORMAN, S.C.
1200 Heritage Drive
P.O. Box 308
New Richmond, WI 54017
715-246-3800

**EXHIBIT A
LEGAL DESCRIPTION
WINESAP PRAIRIE FIRST ADDITION SUBDIVISION
SOMERSET, WISCONSIN**

Lots __ - __ of the Plat of Winesap Prairie First Addition, Village of Somerset Document Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

EXHIBIT B
ESTIMATE OF PUBLIC IMPROVEMENT COSTS, LIST OF WORK AND
RESPONSIBILITIES

EXHIBIT C
PUBLIC IMPROVEMENT PLANS/SPECIFICATIONS

**EXHIBIT D
GRADING PLAN**

EXHIBIT E
CONSTRUCTION SCHEDULE

EXHIBIT F

NOTICE TO MUNICIPALITY OF COMPLETION OF PUBLIC IMPROVEMENTS

DATE: _____

Village Clerk
Village of Somerset
Somerset, WI

Re: NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

Dear Sir/Madam:

_____, Developer, hereby notifies the Village of Somerset, pursuant to the Development Agreement dated _____ between Developer and the Village, that the public improvements specified in that Agreement are completed. Developer further certifies that the public improvements have been completed in compliance with the plans and specifications approved by the Village of Somerset. Developer requests that the Village notify its Village Engineer of such completion and that it further direct its Engineer to inspect the public improvements for compliance with Village standards and requirements.

Developer requests that it be contacted by the Village Engineer to arrange for such inspection as soon as possible.

Developer further requests that, upon approval of the Village Engineer, Village accept the public improvements and notify the financial institution which issued Developer's letter of credit or performance bond of the date of such acceptance. Developer acknowledges that any such surety is to remain in place for a time period of one year from the date of acceptance of the public improvements by the Village.

The specific public improvements for which Developer is requesting Village acceptance are listed on the attachment.

Sincerely,

Developer
Address
Phone Number

Exhibit F, Page 2

**Attachment to “Notice of Completion of Public Improvements
LIST OF PUBLIC IMPROVEMENTS**

EXHIBIT G
LETTER FROM ENGINEER ON COMPLETION OF PUBLIC IMPROVEMENTS
SOMERSET, WISCONSIN

Date: _____

Village Clerk
Village of Somerset
Somerset, WI 54002

Re: NOTICE OF COMPLETION OF PUBLIC IMPROVEMENTS

Dear Village Clerk:

I served as the project engineer for the Winesap Prairie subdivision in the Village of Somerset. The developers, _____, have requested that you accept the public improvements listed on the attachment to this letter. I am writing to certify that the public improvements listed on the attachment have been completed in compliance with the plans and specifications for those improvements which were submitted and approved by the Village of Somerset.

Sincerely,

Engineer
Address
Phone Number

Exhibit G, page 2

Attachment to “Letter from Engineer on Completion of Public Improvements”

**EXHIBIT H
PHASE MAP**

NA

EXHIBIT I
DEED RESTRICTIONS

None.

EXHIBIT J
NA

EXHIBIT K

AFFIDAVIT OF DEVELOPER AS TO LIEN WAIVERS

[Complete either "A" and/ or "B" as applicable and strike through any inapplicable Paragraph]

A.

_____, the undersigned Subdivider(s) (hereafter "Subdivider" whether one or more) in the Development Agreement dated _____ (hereafter "Developer's Agreement") for the _____ Subdivision in the Village of _____, (hereafter "Municipality") hereby warrant that the ____ [insert number of attached lien waivers] attached lien waivers constitute final lien waivers from all contractors, sub-contractors, material suppliers and/or others who have supplied materials or performed work on the specific public improvements for which acceptance by Municipality is requested in the correspondence dated _____ from Subdivider to Municipality.

(AND/OR)

B.

_____, the undersigned Subdivider (hereafter "Subdivider") in the development agreement dated _____ (hereafter "Developer's Agreement") for the _____ Subdivision in the Village of _____, (hereafter "Municipality") hereby warrants that the ____ [insert number of attached lien waivers] attached lien waivers constitute partial and/or final lien waivers from all contractors, sub-contractors, material suppliers and/or others who have supplied materials or performed work on the specific public improvements for which acceptance by Municipality is requested in the correspondence dated _____ from Subdivider to Municipality. Subdivider hereby further warrants that the only amounts remaining due to the signatory of any partial lien waiver for any public

improvement for which acceptance is sought in the referenced correspondence are standard retainers held by Subdivider pending final completion of the Subdivision. The amounts of any such retainer and the contractor, sub-contractor, material supplier or other individual or entity to which any such retainers are owed are listed below:

<u>NAME OF CONTRACTOR, ETC.</u>	<u>RETAINER AMOUNT OWING</u>
_____	_____
_____	_____
_____	_____

This affidavit is given to induce the Village Board of Municipality to authorize a reduction in the letter of credit from Subdivider to Municipality pursuant to the terms of the Developer's Agreement.

Dated _____, 2005.

SUBDIVIDER

By: _____

By:

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this _____ day of _____, 202_, the above-named _____ to me known to be the person(s) who executed the foregoing instrument and as such official(s) acknowledged the same as the properly authorized act of said organization.

Notary Public, State of Wisconsin
My Commission expires: _____

EXHIBIT L
DRAINAGE EASEMENT(S)

Document Number	DRAINAGE EASEMENT Title of Document	
See attached.		-
		Recording Area Name and Return Address: Paul H. Mahler Bakke Norman, S.C. 1200 Heritage Drive P.O. Box 308 New Richmond, WI 54017
Drafted by: Paul H. Mahler Bakke Norman, S.C. 1200 Heritage Drive P.O. Box 308 New Richmond, WI 54017 THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE. This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. WRDA Rev. 12/22/2010		Parcel Identification Number (PIN)

DRAINAGE EASEMENT

Commented [PM5]: Review to see if needed

THIS DRAINAGE EASEMENT (the "Easement") is executed this ____ day of _____, 2025, by _____, Inc., a Wisconsin corporation ("Owner").

RECITALS:

- A. Owner is the fee holder of certain real property in the Village of Somerset, County of St. Croix, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property").
- B. Owner grants to Village of Somerset ("Grantee") a permanent drainage easement (the "Easement") over certain portions of the Property and as such portions are described on the attached and incorporated Exhibit B (the "Easement Property").
- C. This Easement is located upon Lots ____ of the Plat of Winesap Prairie First Addition, Village of Somerset, St. Croix County, Wisconsin.

NOW THEREFORE, Owner does hereby declare:

- 1. Owner hereby declares that the Easement Property shall be, and hereby is made subject to, a perpetual easement and right-of-way to allow Grantee to construct, reconstruct, maintain, operate, supplement and/or remove any and all facilities necessary to ensure proper drainage, flow, retention or detention of water, including, without limitation, drainage swales, conduits, mains, laterals, pipes, cables, wires and other related fixtures, equipment and appurtenances which may from time to time be required. All improvements shall be located at or below grade. This Easement shall also include the right of reasonable access to the Easement Property across the surrounding Property of Owner for the purposes of exercising the rights granted herein.
- 2. Owner reserves the right to use the Easement Property for purposes which will not interfere with Grantee's full enjoyment of the easement rights granted hereby.
- 3. Owner agrees that no structure, obstruction or planting will be erected or placed on the Easement Property, no grade changes shall be made after initial construction nor will any act be performed by Owner, which will unreasonably interfere with or prevent exercise or operation of the easement rights granted herein.
- 4. Grantee shall restore the surface disturbed by any construction or maintenance within the Easement Property to as near its original condition prior to such disturbance as possible.
- 5. All the terms, conditions, covenants and other provisions contained in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the Grantee and their respective successors and assigns. The party named as "Owner" herein and any successor or assign to Owner as fee simple owner of the Property or any portion thereof shall cease to have any liability under this Easement with respect to facts or circumstances arising before such party has acquired or after such party has transferred, its fee simple interest in the Property or

portion thereof.

6. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
7. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by Grantee and the fee owners of all of the Property and duly recorded in the office of the Register of Deeds of St Croix County, Wisconsin.
8. If any term, covenant, or condition of this Easement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
9. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Easement shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Easement.

Signature page to follow

Its:

STATE OF _____)

Personally came before me this ____ day of _____, 2025, the above named _____, who acknowledged himself to be the authorized agent of _____, and to me known to be the person who executed the foregoing instrument as the _____ of such _____ on and by its authority, and acknowledged the same.

Notary Public, State of _____

Exhibit L, page 5

EXHIBIT A

Lots _____ of the Plat of Winesap Prairie First Addition, Village of Somerset Document
Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

Exhibit L, page 6

EXHIBIT B

Those portions of the Property depicted in the detail “Drainage and Utility Easements” as shown on the Plat of Winesap Prairie First Addition, Village of Somerset Document Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

EXHIBIT M
UTILITY EASEMENT(S)

Document Number	UTILITY EASEMENT Title of Document	
See attached.		-
		Recording Area
		Name and Return Address: Paul H. Mahler Bakke Norman, S.C. 1200 Heritage Drive P.O. Box 308 New Richmond, WI 54017
Drafted by: Paul H. Mahler Bakke Norman, S.C. 1200 Heritage Drive P.O. Box 308 New Richmond, WI 54017 THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE. This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. WRDA Rev. 12/22/2010		Parcel Identification Number (PIN)

DECLARATION OF PUBLIC UTILITY EASEMENT

THIS DECLARATION OF PUBLIC UTILITY EASEMENT (the "Declaration") is executed this ____ day of _____, 2025, by _____, a _____ ("Owner").

RECITALS:

A. Owner is the fee holder of certain real property in the Village of Somerset, County of St. Croix, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Property").

B. Owner desires to grant a permanent public utility easement (the "Easement") over certain portions of the Property and as such portions are described on the attached and incorporated Exhibit B (the "Easement Property").

NOW THEREFORE, Owner does hereby declare:

1. Owner hereby declares that the Easement Property shall be, and hereby is made subject to, a perpetual easement and right-of-way to allow public and quasi-public utilities with the right to serve sanitary sewer, water, electric, telephone, gas, cable television, fiber optic or other medium for the transmission of voice, video or data service (individually a "Utility" and collectively "Utilities") to construct, reconstruct, maintain, operate, supplement and/or remove any and all facilities necessary to provide such service, including, without limitation, conduits, mains, laterals, pipes, cables, wires and other related fixtures, equipment and appurtenances which may from time to time be required. Excepting transmission boxes, pedestals and the like, all improvements shall be located below grade. This Declaration of Easement shall also include the right of reasonable access to the Easement Property across the surrounding Property of Owner for the purposes of exercising the rights granted herein.

2. Owner reserves the right to use the Easement Property for purposes which will not interfere with any Utility's full enjoyment of the easement rights granted hereby.

3. Owner agrees that no structure, obstruction or planting will be erected or placed on the Easement Property, nor will any act be performed by Owner, which will unreasonably interfere with or prevent exercise of the easement rights granted herein. After installation of facilities, grade within easement shall not be altered by more than four inches without written consent of utilities.

4. Each Utility constructing or maintaining improvements within the Easement Property shall restore the surface disturbed by any such construction or maintenance within the Easement Property to as near its original condition prior to such disturbance as possible. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone, cable TV, fiber optic and other communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted.

5. All the terms, conditions, covenants and other provisions contained in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by Owner and the Utilities and their respective successors and assigns. The party named as "Owner" herein and any successor or assign to Owner as fee simple owner of the Property or any portion thereof shall cease to have any liability under this Declaration with respect to facts or circumstances arising before such party has acquired and after such party has transferred, its fee simple interest in the Property or portion thereof.

6. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

7. This Declaration sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all Utilities and the fee owners of all of the Property and duly recorded in the office of the Register of Deeds of St. Croix County, Wisconsin.

8. If any term, covenant, or condition of this Declaration or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

9. No delay or omission by any party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Declaration shall be construed to be a waiver thereof. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms, covenants or conditions of this Declaration.

Signature page to follow.

Its:

STATE OF _____)

) ss.

COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above named _____, who acknowledged himself to be the authorized agent of _____, and to me known to be the person who executed the foregoing instrument as the _____ of such _____ and by its authority, and acknowledged the same.

Notary Public, State of _____

My Commission _____

Exhibit M, page 5

EXHIBIT A

Lots _____ Plat of Winesap Prairie First Addition, Village of Somerset Document Number _____
_____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

Exhibit M, page 6

EXHIBIT B

Those portions of the Property depicted in the detail “Drainage and Utility Easement” as shown on the Plat of Winesap Prairie First Addition, Village of Somerset Document Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

EXHIBIT N
EASEMENT MAP

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL03016
Cell Site Name: Somerset
Fixed Asset Number: 10082185

SEVENTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between The Village of Somerset, a Wisconsin municipal corporation, having a mailing address at 110 Spring Street, P.O. Box 356, Somerset, WI 54025 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor-in-interest) entered into a Option and Site Lease Agreement dated March 2, 2001, as amended by First Amendment to Option and Site Lease Agreement dated March 19, 2002, as further amended by Second Amendment to Tower/Land Lease Agreement dated October 8, 2002, as further amended by Third Amendment to Option and Site Lease Agreement dated July 11, 2006, as further amended by Fourth Amendment to Option and Site Lease Agreement dated May 12, 2009, as further amended by Fifth Amendment to Option and Site Lease Agreement dated July 25, 2011, as further amended by Sixth Amendment to Option and Site Lease Agreement dated January 16, 2020, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Landlord's Property located at 156 Depot Street, Somerset, WI 54025 (collectively, the “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the Term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on December 1, 2021, shall expire on November 30, 2026 (“**Current Term**”), and commencing on December 1, 2026, will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an “**Extension Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Term will automatically renew without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Modification of Rent.** Commencing on December 1, 2025, the current rent payable under the Agreement shall be Twenty ~~Five~~Four Thousand and No/100 Dollars (\$~~25~~04,000.00) per year (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

~~_____~~ **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on December 1, 2026, and the beginning of each additional term the rent shall increase by 5%. the annual rent will escalate by 3% annually, with each increase taking effect on December 1 of the applicable year during the term (i.e., December 1st, 2026, and each December 1st thereafter for the remainder of the Term). The escalation shall apply to the total rent payable for the preceding year.

~~3. _____ Rent shall increase by ten percent (10%) and at the beginning of each Extension Term as applicable.~~

~~3. _____~~

~~4. _____~~ **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason. Prior to making any modifications, replacements or improvements to Tenant’s facilities, Tenant shall provide engineering plans to Landlord for its review and approval. Tenant shall reimburse Landlord for the reasonable cost of Landlord’s review including any professionals retained by Landlord for such review. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights may

available to it under law and equity ~~including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.~~

4.

4.—Removal/Restoration. In addition to the terms set forth in the Agreement, Landlord agrees that the Communications Facilities and any related equipment brought to the Premises by Tenant, its agents, contractors, predecessors in interest or subtenants, shall be and remain Tenant's personal property or the personal property of its subtenant(s), as the case may be. Landlord waives any and all rights it may have, including any rights it may have in its capacity as Landlord under the Agreement to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facilities or any portion thereof. Tenant, in its sole discretion, may remove the Communications Facilities or any portion of the Communications Facilities at any time during the Term of the Agreement, without notice to Landlord and without Landlord's consent. Notwithstanding any terms to the contrary, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Landlord's Property any foundations or underground utilities. Tenant shall upon termination of the Agreement remove the Communications Facilities from the Premises and subject to the previous sentence restore the Premises to pre-lease condition. Tenant, may, in its sole discretion, transfer any improvements or alterations to the Premises to Landlord at any time during the Term of the Agreement without notice to the Landlord and without the Landlord's consent.

5.

—24/7 Access. Landlord hereby grants to Tenant, its authorized subtenants, and to any public or private utility serving Tenant's Communications Facilities or related equipment, access to ~~the~~those areas of the Premises outside of the fenced area securing the water tower and to and over the Landlord's Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Communications Facilities or any equipment related to such Communications Facilities as such access is deemed necessary by Tenant, in its sole discretion, without the requirement of notice by Tenant to Landlord. In the event that any public or private utility serving Tenant's Communications Facilities is unable to use the access provided to Tenant, the Landlord hereby agrees to grant additional access to Tenant or to such public or private utility, for the benefit of Tenant, at no cost to Tenant and pursuant to the same terms and conditions as noted above. The Tenant shall have access to the water tower during reasonable business hours, defined as Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding observed holidays; except that Lessee shall have access at any time for emergency access (as set for below). The Lessee shall provide the Lessor with at least 24 hours' advance notice before accessing the site for non-emergency purposes. Temporary access outside of business hours may be allowed if agreed upon by Landlord and Tenant. Notwithstanding the foregoing, Landlord shall permit 24/7 access to the water tower in the event of an emergency affecting the operation, safety, or security of its equipment. In

such cases, the Lessee shall make reasonable efforts to notify the Lessor of its need for immediate access as soon as practicable. For purposes of this section, “emergency” is defined as an unforeseen event requiring immediate action to prevent service interruptions, damage to equipment, or risks to public safety. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

6.

7. **Maintenance of Structure.** In the event the Landlord determines that maintenance, painting, repair, or replacement of the water tower structure or any of its components is necessary, the Tenant shall remove, relocate, or otherwise protect its equipment to facilitate such maintenance, repair, or replacement work. Landlord agrees to provide Tenant with sixty (60) days’ prior written notice of such maintenance, except in cases of emergency, in which case the Landlord shall provide as much notice as is practical under the circumstances; provided that any work that requires Tenants equipment to be removed or relocated for more than 30 days will require at least 6 months written notice from Landlord (unless required by a bona fide emergency outside of Landlord’s control, in which case Lessor shall provide as much notice as is possible under the circumstances). Lessee shall be responsible for 100% of its costs and expenses to remove, relocate other protect its equipment for such work provided, however, that if Tenant is required to remove, relocate or otherwise protect its equipment more than once in any three (3) year period (excluding emergency work that is necessary due to circumstances that are outside the reasonable control of Lessor), then Landlord shall be responsible for 50% of the Tenant’s costs and expenses to remove, relocate or otherwise protect Tenant’s equipment for the second and any subsequent instance of such work during the applicable three (3) year period. Landlord shall not be liable for any interruption of the s operations, interruption to service, damage to equipment, or other losses arising out of or related to the maintenance, painting, repair, or replacement of the water tower structure

5.8. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

6.9. **Notices.** Section Lease 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of Rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

a) To Tenant’s Lease Administration Department at NoticeIntake@att.com; and

- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: MNL03016; Cell Site Name: Somerset (WI)
Fixed Asset #: 10082185
208 208 -Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at rgunther@villageofsomerset.us; and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

The Village of Somerset
110 Spring Street
P.O. Box 356
Somerset, WI 54025

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at:

The Village of Somerset
110 Spring Street
P.O. Box 356
Somerset, WI 54025

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7.10. Right of First Refusal. Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking

an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises (“Offer”) which is acceptable to Landlord, Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninetythirty (930) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninetythirty (930) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 9, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Section 9. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 9 with respect to any future proposed conveyances as described herein.

~~8. —Charges. All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to annual Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.~~

9.11. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

~~10.12.~~ **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

The Village of Somerset,
a Wisconsin municipal corporation

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: [NOT FOR EXECUTION]

By: [NOT FOR EXECUTION]

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

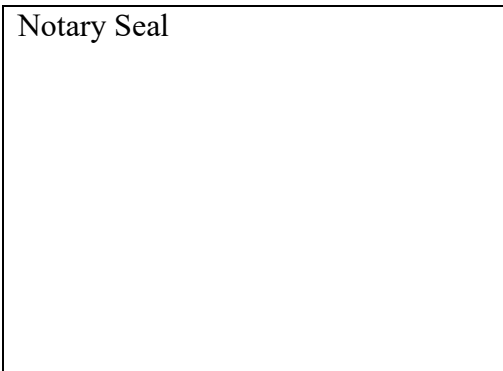
[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of **The Village of Somerset, a Wisconsin municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: ____

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Seal

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: ____