

TOTAL BILLS: \$571,610.46

9/15/2025 8:46 AM

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ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025 From Account:

Thru: 9/17/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	9/03/2025	AFLAC	397.42
Manual Check		EMPLOYEE PREMIUMS	
	9/17/2025	AQUAFIX INC.	392.21
		SU/AQUABAC	
	9/17/2025	CHRISMAN, CAROLYN	2,000.00
		ECON DEV/MARKETING	
	9/17/2025	CLIFTONLARSONALLEN	1,150.00
		2024 AUDIT SERVICES	
Manual Check	9/17/2025	CULLIGAN OF STILLWATER	58.00
		WATER SYSTEM RENTAL	
Manual Check	9/01/2025	DELTA DENTAL OF WISCONSIN	1,890.36
		SEPTEMBER DENTAL INSURANCE	
	9/17/2025	DIGGER'S HOTLINE	233.05
		AUGUST LOCATES	
	9/17/2025	EMERGENCY AUTOMOTIVE TECHNOLOGIES INC	267.25
		POL/SQUAD MAINTENANCE	
	9/17/2025	ENDUSTRA FILTER MANUFACTURERS	156.00
		SU/REPLACEMENT FILTERS	
	9/17/2025	ENERGENECS INC	535.00
		WU/TRANSDUCER MAINTENANCE	
	9/17/2025	EO JOHNSON COMPANY	177.00
		LIB/COPIER MAINTENANCE AGREEMENT	
Manual Check	9/08/2025	FEDERAL TAX PYMT	13,654.14
		FEDERAL TAX DEPOSIT	
	9/17/2025	FERGUSON WATERWORKS #2516	23,665.60
		WU/METERS	
	9/17/2025	HAAS SONS INC	89,263.72
		PAY APP #2 TID 5 LIFT STATION	
	9/17/2025	HAWKINS INC.	4,350.56
		WU/SU/CHEMICALS	
Manual Check	9/05/2025	HSA BANK	1,638.37
		EMPLOYEE CONTRIBUTIONS	
	9/17/2025	HYDROCORP LLC	3,948.00
		CROSS CONNECTION PROGRAM	
	9/17/2025	MENARDS-STILLWATER	55.98
		SU/BULBS	
	9/17/2025	MILLER EXCAVATING INC	17,411.70
		WU/HUD STREET REPAIR/MAIN REPAIR AT DQ	

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ALL Checks by Payee

ACCT

GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025 From Account:

Thru: 9/17/2025 Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	9/17/2025	MONARCH PAVING MARTIN WAY & HARRIMAN REPAIRS	5,805.00
	9/17/2025	MSA PROFESSIONAL SERVICES INC PROFESSIONAL SERVICES	19,132.93
	9/17/2025	NORTH CENTRAL LABORATORIES SU/LAB SUPPLIES	496.10
	9/17/2025	O'ROURKE MEDIA GROUP LEGAL NOTICE-SEWER RATES	14.00
	9/17/2025	OLSON SANITATION LLC AUGUST SERVICES	451.00
	9/17/2025	OLSON SANITATION LLC AUGUST REFUSE & RECYCLING	22,269.00
Manual Check	9/01/2025	PRINCIPAL LIFE INSURANCE CO SEPTEMBER LIFE INSURANCE PREMIUMS	106.59
Manual Check	9/17/2025	QUILL CORPORATION PAPER/ENVELOPES/FOLDERS	243.61
	9/17/2025	R & R WASTE SYSTEMS CLEANING INC SU/JETTING	4,514.25
	9/17/2025	SAFE LINE DEFENSE POL/KERBER VEST	843.30
	9/17/2025	SHORT ELLIOTT HENDRICKSON INC TRAIL DESIGN-TAP GRANT	1,365.25
	9/17/2025	SOMERSET UTILITIES WATER/SEWER SERVICES	8,529.30
	9/17/2025	ST CROIX COUNTY HIGHWAY DEPT PW/STREET MAINTENANCE	2,278.45
	9/17/2025	ST CROIX COUNTY TREASURER AUGUST COURT	398.80
	9/17/2025	STATE OF WISCONSIN COURT FINES & SURCHARGES AUGUST COURT	1,328.74
	9/17/2025	SWANBERG, DEAN SIDEWALK REPAIRS	1,900.00
	9/17/2025	T-MOBILE POL/WIRELESS SERVICES	300.69
	9/17/2025	TF INSPECTION AGENCY LLC AUGUST BUILDING PERMITS	16,213.00
	9/17/2025	TOWN WEB DESIGN LLC ANNUAL MAINTENANCE FEE	2,835.00

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GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025

From Account:

Thru: 9/17/2025

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	9/17/2025	TRANSCENDENT TECHNOLOGIES PET LICENSING SOFTWARE	151.00
	9/17/2025	TRANSUNION RISK AND ALTERNATIVE CT/AUGUST SERVICES	75.00
	9/17/2025	TRI STATE BOBCAT INC PW/TOOLCAT MAINTENANCE	469.27
	9/17/2025	WELD RILEY S.C. SPECIAL COUNSEL FEES	1,221.00
Manual Check	9/08/2025	WISCONSIN DEFERRED COMP PROGRAM EMPLOYEE CONTRIBUTIONS	1,353.44
Manual Check	9/08/2025	WISCONSIN DEPT OF REVENUE STATE TAX DEPOSIT	2,757.73
Manual Check	9/05/2025	XCEL ENERGY ELECTRIC EXPENSE	1,690.02
Manual Check	9/08/2025	XCEL ENERGY ELECTRIC EXPENSE	161.37
Manual Check	9/09/2025	XCEL ENERGY ELECTRIC EXPENSE	122.64
		Grand Total	258,270.84

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GENERAL CHECKING - FIRST NATL

Dated From: 1/01/2025

From Account:

Thru: 9/17/2025

Thru Account:

Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	89,909.04
Total Expenditure from Fund # 430 - TAX INCREMENTAL DISTRICT #5	103,710.98
Total Expenditure from Fund # 470 - CAPITAL IMPROVEMENTS	6,100.25
Total Expenditure from Fund # 610 - WATER UTILITY FUND	47,974.34
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	10,576.23
Total Expenditure from all Funds	258,270.84

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GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 8/21/2025 From Account:

Thru: 9/15/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
63556	8/25/2025	ANDERSON, ZACHARY MEAL REIMBURSEMENT 7/21 7/22	15.91
63557	8/25/2025	B & J HARDWARE LLC JULY PURCHASES	844.76
63558	8/25/2025	BAKER & TAYLOR BOOKS LIB/BOOKS	491.10
63559	8/25/2025	BALDWIN PUBLIC LIBRARY LIB/BOOKPAGE	100.80
63560	8/25/2025	CHRIST LUTHERAN CHURCH BUILDING USE FEES	250.00
63561	8/25/2025	CINTAS VILLAGE HALL FLOOR MATS	123.95
63562	8/25/2025	COMPUTER INTEGRATION TECHNOLOGIES INC IT MANAGED SERVICES	1,654.60
63563	8/25/2025	DIGGER'S HOTLINE JULY LOCATES	286.15
63564	8/25/2025	EO JOHNSON COMPANY PRINTER MAINTENANCE AGREEMENT	67.00
63565	8/25/2025	KLM ENGINEERING INC WU/TOWER 2 INSPECTION	2,500.00
63566	8/25/2025	OLSON SANITATION LLC REFUSE/RECYLCING - JULY	451.00
63567	8/25/2025	SHORT ELLIOTT HENDRICKSON INC TAP GRANT TRAIL DESIGN	3,738.25
63568	8/25/2025	SOMERSET FIRE/RESCUE CONCERT REIMBURSEMENTS 8/15 & 8/16	9,189.66
63569	8/25/2025	SUMMIT FIRE PROTECTION LIB/ANNUAL INSPECTION	1,163.00
63570	8/25/2025	T-MOBILE POL/CELLPHONES	285.14
63571	8/25/2025	TF INSPECTION AGENCY LLC JULY BUILDING PERMITS	16,145.00
63572	8/25/2025	WESTFIELDS HOSPITAL & CLINIC POL/TESTING	33.00
63573	8/25/2025	WI DNR-ACCOUNTS RECEIVABLE WATER USE FEES	125.00
63574	8/25/2025	ZIMA CORPORATION WWTP - BEARING/V-RING	937.43

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Posted From: 8/21/2025 From Account:
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Check Nbr	Check Date	Payee	Amount
63575	8/27/2025	PEPPERBALL POL/TRAINING	549.00
63576	8/27/2025	QUILL CORPORATION CT/TONER/SUPPLIES	328.95
63577	8/27/2025	VILLAGE OF SOMERSET PETTY CASH REIMBURSEMENT	73.47
63579	9/08/2025	ABT MAILCOM AUGUST UTILITY BILLING	1,160.25
63580	9/08/2025	AG SOURCE COOP SERVICES WU/SU/LAB TESTING	1,498.50
63581	9/08/2025	B & J HARDWARE LLC AUGUST PURCHASES	665.62
63582	9/08/2025	BAKER & TAYLOR BOOKS LIB/AUDIO/VIDEO	99.99
63583	9/08/2025	BAKER & TAYLOR BOOKS LIB/BOOKS	224.75
63584	9/08/2025	BAKKE NORMAN SC ATTORNEY SERVICES	2,892.50
63585	9/08/2025	EO JOHNSON COMPANY WU/SU/PRINTER USAGE	174.98
63586	9/08/2025	EO JOHNSON COMPANY COPIER LEASE	164.47
63587	9/08/2025	JOHN DEERE FINANCIAL PW/CHAINSAW	463.98
63588	9/08/2025	LEHMAN, JESSICA MILEAGE TO WMCA CONFERENCE 8/21/25	183.40
63589	9/08/2025	MIDWEST NATURAL GAS INC. NATURAL GAS SERVICES	358.97
63590	9/08/2025	MIDWEST TAPE LIB/AUDIO/VIDEO	140.97
63591	9/08/2025	NORTHWEST COMMUNICATIONS TELEPHONE EXPENSE	1,440.99
63592	9/08/2025	NORTHWOOD TECHNICAL COLLEGE TID 4 CLOSEOUT	2,412.36
63593	9/08/2025	POLLARD WATER WU/REAGENT	49.47
63594	9/08/2025	RASKA SEWER SERVICE PKS/PORTABLES AT DISC GOLF	157.50

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Posted From: 8/21/2025 From Account:
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Check Nbr	Check Date	Payee	Amount
63595	9/08/2025	REINDERS PKS/MAINTENANCE	435.67
63596	9/08/2025	SHERWIN WILLIAMS CO, THE PW/PAINT	1,481.10
63597	9/08/2025	SOMERSET SCHOOL DISTRICT TID 4 CLOSE OUT	69,325.05
63598	9/08/2025	ST CROIX COUNTY TREASURER TID 4 CLOSEOUT/MFL PAYOUT	26,153.36
63599	9/08/2025	TAPCO PW/STREET SIGNS	856.32
63600	9/08/2025	VERIZON WIRELESS PW/PKS/WU/SU/CELLULAR SERVICES	498.71
63601	9/08/2025	WEST CENTRAL WISCONSIN BIOSOLIDS FACILITY SU/AUGUST SERVICES	16,968.12
63602	9/08/2025	WISCONSIN DNR WATER OPERATOR CERTIFICATION EXAMS	50.00
63603	9/08/2025	WISCONSIN PROFESSIONAL POLICE ASSOC SEPTEMBER UNION DUES	228.50
63604	9/08/2025	WISCONSIN RURAL WATER ASSOCIATION WATER CERTIFICATION TRAINING 9/24/25	110.00
EFT 080125-1	8/01/2025	DELTA DENTAL OF WISCONSIN Manual Check AUGUST DENTAL INSURANCE	1,890.36
EFT 080425-1	8/04/2025	BP BUSINESS SOLUTIONS Manual Check PW/GASOLINE CHARGES	278.00
EFT 080625-1	8/06/2025	AFLAC Manual Check EMPLOYEE PREMIUMS	397.42
EFT 080625-2	8/06/2025	XCEL ENERGY Manual Check ELECTRIC EXPENSE	160.10
EFT 080725-1	8/07/2025	XCEL ENERGY Manual Check ELECTRIC EXPENSE	1,727.78
EFT 080825-1	8/08/2025	FEDERAL TAX PYMT Manual Check FEDERAL TAX DEPOSIT	16,560.53
EFT 080825-2	8/08/2025	HSA BANK Manual Check EMPLOYEE CONTRIBUTIONS	1,638.37
EFT 080825-3	8/08/2025	WISCONSIN DEFERRED COMP PROGRAM Manual Check EMPLOYEE CONTRIBUTIONS	1,365.07
EFT 080825-4	8/08/2025	WISCONSIN DEPT OF REVENUE Manual Check STATE TAX DEPOSIT 7/16/25-7/31/25	2,593.85

GENERAL CHECKING - FIRST NATL

Accounting Checks

Posted From: 8/21/2025 From Account:
Thru: 9/15/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
EFT 082025-1	8/20/2025	CARDMEMBER SERVICE	3,590.35
	Manual Check	JULY PURCHASES	
EFT 082025-2	8/20/2025	KWIK TRIP INC	1,504.67
	Manual Check	JULY GASOLINE CHARGES	
EFT 082125-1	8/21/2025	CULLIGAN OF STILLWATER	58.00
	Manual Check	WATER SYSTEM RENTAL	
EFT 082125-2	8/21/2025	FNC BANK	58,061.00
	Manual Check	DEBT PAYMENT	
EFT 082125-3	8/21/2025	PITNEY BOWES	142.53
	Manual Check	POSTAGE MACHINE RENTAL	
EFT 082125-4	8/21/2025	QUILL CORPORATION	128.67
	Manual Check	PAPER & ENVELOPES	
EFT 082125-5	8/21/2025	WISCONSIN DEFERRED COMP PROGRAM	1,333.61
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 082125-6	8/21/2025	XCEL ENERGY	11,583.39
	Manual Check	ELECTRIC EXPENSE	
EFT 082225-1	8/22/2025	FEDERAL TAX PYMT	15,445.67
	Manual Check	FEDERAL TAX DEPOSIT	
EFT 082225-2	8/22/2025	HSA BANK	1,638.37
	Manual Check	EMPLOYEE CONTRIBUTIONS	
EFT 082225-3	8/22/2025	WISCONSIN DEPT OF REVENUE	2,770.04
	Manual Check	STATE TAX DEPOSIT 8/1/25-8/15/25	
EFT 082625-1	8/26/2025	HSA BANK	25.00
	Manual Check	MONTHLY ACCOUNT FEES - JULY	
EFT 082725-1	8/27/2025	BP BUSINESS SOLUTIONS	389.09
	Manual Check	GASOLINE CHARGES	
EFT 082825-1	8/28/2025	XCEL ENERGY	22.43
	Manual Check	ELECTRIC EXPENSE	
EFT 082925-1	8/29/2025	WISCONSIN RETIREMENT SYSTEM	21,334.46
	Manual Check	JULY RETIREMENT	
EFT 082925-2	8/29/2025	XCEL ENERGY	119.42
	Manual Check	ELECTRIC EXPENSE	
EFT 082925-3	8/29/2025	FEDERAL TAX PYMT	1,032.74
	Manual Check	FEDERAL TAX DEPOSIT	
Grand Total			313,339.62

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Accounting Checks

Posted From: 8/21/2025 From Account:
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Amount

Total Expenditure from Fund # 100 - VILLAGE GENERAL FUND	109,109.73
Total Expenditure from Fund # 220 - CONCERT FUND	10,193.30
Total Expenditure from Fund # 320 - DEBT SERVICE FUND	58,061.00
Total Expenditure from Fund # 420 - TAX INCREMENTAL DISTRICT #4	97,889.89
Total Expenditure from Fund # 430 - TAX INCREMENTAL DISTRICT #5	53.00
Total Expenditure from Fund # 470 - CAPITAL IMPROVEMENTS	5,392.85
Total Expenditure from Fund # 610 - WATER UTILITY FUND	7,339.72
Total Expenditure from Fund # 620 - SEWER UTILITY FUND	25,300.13
Total Expenditure from all Funds	313,339.62

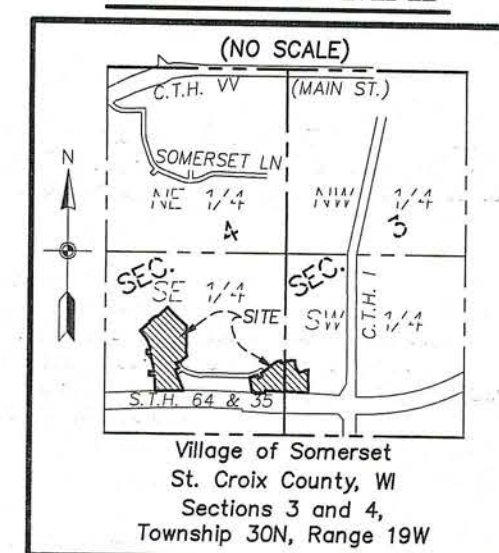
Surveyor:
Thomas R. Balluff
Carlson Engineering, LLC
3890 Pheasant Ridge NE
Drive NE, Suite 100
Blaine, MN 55449

Prepared For:
Citywide Development, Inc.
494 Lograndeur Road
Somerset, WI 54025

WINESAP PRAIRIE FIRST ADDITION

Located in the Southwest Quarter of the Southwest Quarter of Section 3, Township 30 North, Range 19 West, also located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 4, Township 30 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin, being all of Outlot 2 and Outlot 5 in the plat of WINESAP PRAIRIE

VICINITY MAP



SURVEYORS CERTIFICATE:

I, Thomas R. Balluff, a Wisconsin Registered Land Surveyor, hereby certify:
That I have surveyed, divided, and mapped said plat by direction of Citywide Development, Inc., located in the Southwest Quarter of the Southwest Quarter of Section 3, Township 30 North, Range 19 West, also located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 4, Township 30 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin being further described as:

Outlot 2 and Outlot 5 in the plat of WINESAP PRAIRIE, St. Croix County, Wisconsin

That I have surveyed, divided, and mapped said plat by direction of Citywide Development, Inc.,
That this plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof;
That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, AE-7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Somerset, and by direction from Citywide Development, Inc.

Thomas R. Balluff P.L.S. No. S-2859

Dated this _____ day of _____, 20____

OWNER'S CERTIFICATE:

Citywide Development, Inc., a Minnesota corporation, does hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval; the Village of Somerset, St. Croix County, the Department of Transportation, and the Department of Administration

WITNESS, the said Citywide Development, Inc., a Minnesota corporation, has caused these presents to be signed by Andrew P. Kociscak, its President, this _____ day of _____, 20____

Citywide Development, Inc., in the presence of _____
Witness

By: _____
Andrew P. Kociscak, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Andrew P. Kociscak, President of Citywide Development, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public, _____
My commission expires _____

TRANS 233.05

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right of direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. 35 or S.T.H. 64; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293, Stats., and shall be enforceable by the department or its assigns. Any access shall be allowed only by special exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

TRANS 233.08

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department.

TRANS 233.105

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

VILLAGE TREASURER'S CERTIFICATE:

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, _____, being the duly elected, qualified and acting Village Treasurer of the Village of Somerset, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxed or special assessments as owner as of this _____ day _____, 20____ affecting the lands included in the Plat of WINESAP PRAIRIE FIRST ADDITION.

Village Treasurer _____ Date _____

VILLAGE BOARD RESOLUTION:

Resolved, that the Plat of WINESAP PRAIRIE FIRST ADDITION in the Village of Somerset, is hereby approved by the Village Board.

Village Chairman _____ Date Approved _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Somerset.

Village Clerk _____ Date Signed _____

COUNTY TREASURER'S CERTIFICATE:

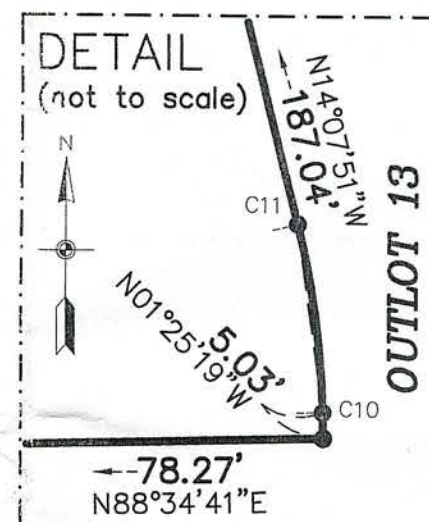
STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, _____, being the duly elected, qualified and acting treasurer of St. Croix County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day _____, 20____ affecting the lands included in the Plat of WINESAP PRAIRIE FIRST ADDITION.

St. Croix County Treasurer _____ Date _____

CURVE DATA

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT
C1 TO C2	43.26'	783.00'	N09°26'55"W	43.26'	03°09'56"	N07°51'57"W	N11°01'53"W
C3 TO C4	113.98'	367.00'	N35°00'42"W	113.52'	17°47'40"	N26°06'52"W	N43°54'32"W
C5 TO C6	18.94'	483.00'	S41°08'17"E	18.94'	02°14'50"	S40°00'52"E	S42°15'42"E
C7 TO C8	91.40'	333.00'	S37°51'40"E	91.11'	15°43'34"	S29°59'53"E	S45°43'27"E
C8 TO C9	71.48'	237.36'	S56°54'09"W	71.21'	17°15'17"	S48°16'30"W	S65°31'48"W
C10 TO C11	37.04'	167.00'	N07°46'55"W	36.97'	12°42'32"	N01°25'19"W	N14°07'51"W
C12 TO C13	46.34'	333.00'	N10°08'39"W	46.30'	07°58'24"	N14°07'51"W	N06°09'27"W
C14 TO C15	16.20'	267.00'	N11°47'13"W	16.19'	03°28'33"	N10°02'57"W	N13°31'30"W
C16 TO C4	194.62'	367.00'	N28°43'01"W	192.35'	30°23'02"	N13°31'30"W	N43°54'32"W
C16 TO C3	80.64'	367.00'	N19°49'11"W	80.48'	12°35'23"	N13°31'30"W	N26°06'52"W
C17 TO C18	76.79'	467.00'	N38°49'03"W	76.70'	09°25'17"	N34°06'24"W	N43°31'41"W
C19 TO C20	73.42'	533.00'	S37°17'15"E	73.36'	07°53'32"	S41°14'01"E	S33°20'29"E
C21 TO C22	127.28'	483.00'	N72°45'33"E	126.91'	15°05'55"	N80°18'31"E	N65°12'35"E
C23 TO C24	61.00'	483.00'	N53°45'24"E	60.96'	07°14'09"	N57°22'28"E	N50°08'19"E
C25 TO C26	137.14'	217.00'	N68°14'38"E	134.87'	36°12'38"	N50°08'19"E	N86°20'57"E
C27 TO C28	122.03'	303.36'	S77°03'16"W	121.21'	23°02'56"	S65°31'48"W	S88°34'43"W



LEGEND

- Denotes Found 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot, unless otherwise noted
- Denotes Found St. Croix County Section Corner Monument, as noted
- Denotes Set 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot
- Denotes no vehicular access
- Denotes Wetlands delineated by Kjolhaug Environmental Services Company in 2018

NOTICE TO ALL UTILITY COMPANIES:

To preserve all Lot Corner Monumentation, ALL UTILITY COMPANIES SHALL MAINTAIN A 5 FOOT DISTANCE FROM ALL LOT AND RIGHT OF WAY CORNERS. Any monumentation being disturbed may subject to remuneration fees.

GENERAL NOTICE STATEMENT:

The parcels shown on this plat are subject to State, County, Township, and Village laws, rules, and regulations (i.e. wetlands, minimum lot size, access to parcel, setbacks, etc.). Before purchasing or developing any parcel, contact the Village of Somerset and the appropriate Town Board for advice.

Bearings shown are based on the North-South Quarter line of Section 4, Township 30 N, Range 19 W, which is assumed to have a bearing of North 00 degrees 42 minutes 42 seconds West.

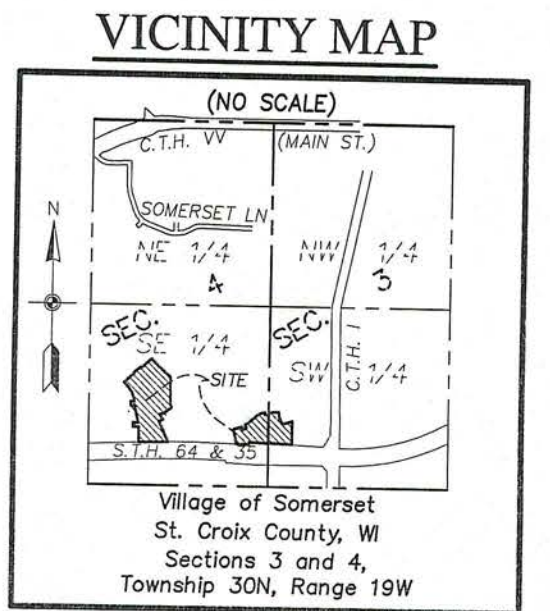
GRAPHIC SCALE
0 75 150 300
(SCALE IN FEET)
1 INCH = 150 FEET

Revised - 4/30/2025
Revised - 6/16/2023
SHEET 1 OF 3 SHEETS

DETAIL 'A'

WINESAP PRAIRIE FIRST ADDITION

Located in the Southwest Quarter of the Southwest Quarter of Section 3, Township 30 North, Range 19 West, also located in the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of Section 4, Township 30 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin, being all of Outlot 2 and Outlot 5 in the plat of WINESAP PRAIRIE



GENERAL NOTICE STATEMENT:

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NOTICE TO ALL UTILITY COMPANIES:

To preserve all Lot Corner Monumentation, ALL UTILITY COMPANIES SHALL MAINTAIN A 5 FOOT DISTANCE FROM ALL LOT AND RIGHT OF WAY CORNERS. Any monumentation being disturbed may subject to remonumentation fees.

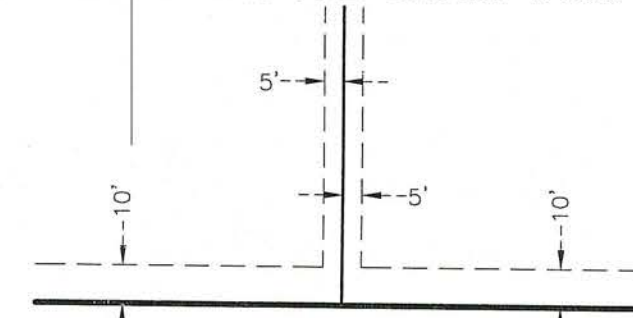
RIGHT OF WAY CURVE DATA

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT
C7 TO C8	91.40'	333.00'	S37°51'40"E	91.11'	15°43'34"	S29°59'53"E	S45°43'27"E
C8 TO C10	166.96'	237.36'	S68°25'36"W	163.54'	40°18'11"	S48°16'30"W	S88°34'41"W
C8 TO C9	71.48'	237.36'	S56°54'09"W	71.21'	17°15'17"	S48°16'30"W	S65°31'48"W
C9 TO C10	95.48'	237.36'	S77°03'14"W	94.84'	23°02'54"	S65°31'48"W	S88°34'41"W
C27 TO C28	122.03'	303.36'	S77°03'16"W	121.21'	23°02'56"	S65°31'48"W	S88°34'43"W
C7 TO C31	156.29'	333.00'	N16°33'11"W	157.85'	26°53'25"	N29°59'53"W	N03°06'28"W
C7 TO C29	59.84'	333.00'	N24°50'59"W	59.76'	10°17'48"	N29°59'53"W	N19°42'05"W
C29 TO C30	60.26'	333.00'	N14°31'03"W	60.17'	10°22'03"	N19°42'05"W	N09°20'02"W
C30 TO C31	36.19'	333.00'	N06°13'15"W	36.17'	06°13'34"	N09°20'02"W	N03°06'28"W
C31 TO C38	415.82'	942.00'	N15°45'14"W	412.46'	25°17'31"	N03°06'28"W	N28°23'59"W
C31 TO C32	28.34'	942.00'	N03°58'11"W	28.34'	01°43'25"	N03°06'28"W	N04°49'53"W
C32 TO C33	64.93'	942.00'	N06°48'21"W	64.91'	03°56'56"	N04°49'53"W	N08°46'50"W
C33 TO C34	71.07'	942.00'	N10°56'31"W	71.06'	04°19'23"	N08°46'50"W	N13°06'12"W
C34 TO C35	72.71'	942.00'	N15°18'53"W	72.69'	04°25'21"	N13°06'12"W	N17°31'33"W
C35 TO C36	72.30'	942.00'	N19°43'29"W	72.28'	04°23'50"	N17°31'33"W	N21°55'24"W
C36 TO C37	72.30'	942.00'	N24°07'19"W	72.28'	04°23'50"	N21°55'24"W	N26°19'14"W
C37 TO C38	34.18'	942.00'	N27°21'37"W	34.18'	02°04'45"	N26°19'14"W	N28°23'59"W
C38 TO C18	123.31'	467.00'	N35°57'50"W	122.95'	15°07'42"	N28°23'59"W	N43°31'41"W
C38 TO C17	46.52'	467.00'	N31°15'12"W	46.50'	05°42'25"	N28°23'59"W	N34°06'24"W
C17 TO C18	76.79'	467.00'	N38°49'03"W	76.70'	09°25'17"	N34°06'24"W	N43°31'41"W
C19 TO C20	73.42'	533.00'	S37°17'15"E	73.36'	07°53'32"	S41°14'01"E	S33°20'29"E
C19 TO C39	119.39'	533.00'	S34°49'00"E	119.14'	12°50'02"	S41°14'01"E	S28°23'59"E
C20 TO C39	45.97'	533.00'	S30°52'14"E	45.96'	04°56'30"	S33°20'29"E	S28°23'59"E
C39 TO C47	444.96'	1008.00'	S15°45'14"E	441.36'	25°17'31"	S28°23'59"E	S03°06'28"E
C39 TO C40	28.04'	1008.00'	S27°36'10"E	28.04'	01°35'38"	S28°23'59"E	S26°48'21"E
C40 TO C41	63.11'	1008.00'	S25°00'44"E	63.10'	03°35'14"	S26°48'21"E	S23°13'07"E
C41 TO C42	63.11'	1008.00'	S21°25'30"E	63.10'	03°35'14"	S23°13'07"E	S19°37'53"E
C42 TO C43	63.11'	1008.00'	S17°50'16"E	63.10'	03°35'14"	S19°37'53"E	S16°02'39"E
C43 TO C44	63.11'	1008.00'	S14°15'03"E	63.10'	03°35'14"	S16°02'39"E	S12°27'26"E
C44 TO C45	65.05'	1008.00'	S10°36'31"E	65.03'	03°41'50"	S12°27'26"E	S08°45'36"E
C45 TO C46	65.32'	1008.00'	S06°54'13"E	65.31'	03°42'46"	S08°45'36"E	S05°02'50"E
C46 TO C47	34.12'	1008.00'	S04°04'39"E	34.12'	01°56'22"	S05°02'50"E	S03°06'28"E
C47 TO C49	142.49'	267.00'	S18°23'46"E	140.80'	30°34'35"	S03°06'28"E	S33°41'03"E
C47 TO C48	31.43'	267.00'	S06°28'50"E	31.42'	06°44'44"	S03°06'28"E	S09°51'12"E
C48 TO C49	111.05'	267.00'	S21°46'08"E	110.25'	23°49'51"	S09°51'12"E	S33°41'03"E

LEGEND

- Denotes Found 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot, unless otherwise noted
- Denotes Set 1 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 1.13 LBS. per Linear Foot
- ⊗ Denotes Set 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



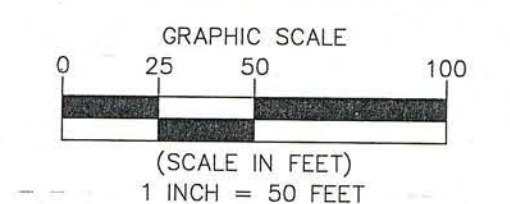
being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

Prepared For:
Citywide Development, Inc.
494 Lagrandeur Road
Somerset, WI 54025

Surveyor:
Thomas R. Balluff
Carlson Engineering, LLC
3890 Pheasant Ridge NE
Drive NE, Suite 100
Blaine, MN 55449

Revised - 4/30/2025
Revised - 6/16/2023
SHEET 2 OF 3 SHEETS

Bearings shown are based on the North-South Quarter line of Section 4, Township 30 N, Range 19 W, which is assumed to have a bearing of North 00 degrees 42 minutes 42 seconds West.

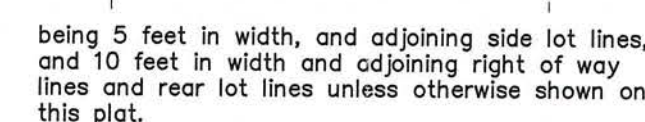


CARLSON ENGINEERING
ENGINEERING \ SURVEYING \ PLANNING

WINESAP PRAIRIE FIRST ADDITION

[illegible]

To preserve all Lot Corner Monumentation, ALL UTILITY COMPANIES SHALL MAINTAIN A 5 FOOT DISTANCE FROM ALL LOT AND RIGHT OF WAY CORNERS. Any monumentation being disturbed may subject to remonumentation fees.



LEGEND

- Denotes Found 2 inch Outside Diameter by 18
Inch Long Iron Pipe, Weighing 3.65 pounds per
Linear Foot, unless otherwise noted
 - Denotes Set 1 inch Outside Diameter by 18"
Long Iron Pipe, Weighing 1.13 LBS. per Linear
Foot
 - ⊗ Denotes Set 2 inch Outside Diameter by 18
Inch Long Iron Pipe, Weighing 3.65 pounds
per Linear Foot
 - Denotes no vehicular access
-  Denotes Wetlands delineated by Kjolhaug
Environmental Services Company in 2018

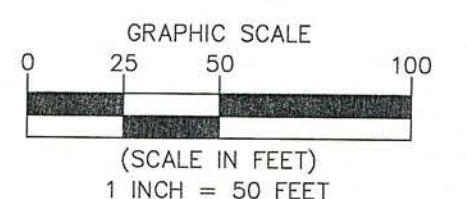
RIGHT OF WAY CURVE DATA																
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT	CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE	TANGENT IN	TANGENT OUT	
C21 to C22	127.28'	483.00'	N72°45'33"E	126.91'	15°05'55"	N80°18'31"E	N65°12'35"E	C60 to C61	60.02'	383.00'	S16°27'15"E	59.96'	08°58'42"	S11°57'54"E	S20°56'36"E	
C23 to C24	61.00'	483.00'	N53°45'24"E	60.96'	07°14'09"	N57°22'28"E	N50°08'19"E	C61 to C62	59.17'	383.00'	S25°22'09"E	59.11'	08°51'05"	S10°56'36"E	S29°47'41"E	
C25 to C26	137.14'	217.00'	N68°14'38"E	134.87'	36°12'38"	N50°08'19"E	N86°20'57"E	C62 to C63	56.11'	383.00'	S33°59'31"E	56.06'	08°29'39"	S29°47'41"E	S38°11'20"E	
C50 to C52	41.04'	60.00'	S09°06'37"E	40.25'	39°11'42"	S28°42'28"E	S10°29'14"W	C64 to C65	10.00'	719.00'	S38°37'22"E	10.90'	00°52'04"	S38°11'20"E	S39°03'24"E	
C50 to C51	13.47'	60.00'	S22°16'25"E	13.45'	12°52'07"	S28°42'28"E	S15°50'21"E	C65 to C66	38.08'	60.00'	S20°53'49"E	37.40'	36°9'11"	S39°03'24"E	S39°03'24"E	
C51 to C52	27.57'	60.00'	S02°40'34"E	27.33'	26°19'35"	S15°50'21"E	S10°29'14"W	C66 to C70	270.36'	60.00'	N48°10'33"E	93.14'	258°10'27"	S02°44'13"E	N80°54'40"W	
C52 to C57	270.59'	60.00'	N61°17'32"E	93.00'	258°23'24"	S10°29'14"W	N67°54'10"W	C66 to C67	82.54'	60.00'	S42°08'46"E	76.18'	78°49'05"	S02°44'13"E	N80°54'40"W	
C52 to C53	39.16'	60.00'	S08°12'29"E	38.46'	37°23'26"	S10°29'14"W	S26°54'12"E	C67 to C68	95.45'	60.00'	N52°52'13"E	85.70'	91°08'55"	S81°33'19"E	N07°17'46"E	
C53 to C54	75.01'	60.00'	S62°42'57"E	70.22'	71°37'31"	S16°54'12"E	N81°28'17"E	C68 to C69	59.99'	60.00'	N21°20'52"W	57.52'	57°17'15"	N07°17'46"E	N49°59'30"E	
C54 to C55	76.55'	60.00'	N44°55'17"E	71.46'	73°05'59"	N81°28'17"E	N08°22'18"E	C69 to C70	32.38'	60.00'	N65°27'05"W	31.99'	30°55'40"	N49°59'30"E	N80°54'40"W	
C55 to C56	49.72'	60.00'	N15°22'13"W	48.31'	47°29'01"	N08°22'18"E	N39°06'43"W	C70 to C71	44.74'	60.00'	N59°33'00"W	43.71'	42°24'32"0"	N80°54'40"W	N38°11'20"E	
C56 to C57	30.15'	60.00'	N53°30'27"W	29.83'	28°47'27"	N39°06'43"W	N67°54'10"W	C72 to C75	203.22'	317.00'	N19°49'24"W	199.76'	36°43'53"	N38°11'20"W	N01°27'27"E	
C57 to C58	41.04'	60.00'	N48°18'19"W	40.25'	39°11'42"	N67°54'10"W	N28°42'28"W	C72 to C73	57.13'	317.00'	N33°01'33"W	57.06'	10°9'35"	N38°11'20"W	N01°27'27"E	
C59 to C63	245.54'	383.00'	S19°49'24"E	241.35'	36°43'53"	S01°27'27"E	S38°11'20"E	C73 to C74	95.77'	317.00'	S19°12'26"W	95.41'	17°18'38"	N27°51'45"W	N10°33'07"E	
C59 to C60	70.24'	383.00'	S06°42'41"E	70.14'	10°30'27"	S01°27'27"E	S11°57'54"E	C74 to C75	50.32'	317.00'	N06°00'17"W	50.26'	09°05'40"	N27°51'45"W	N10°33'07"E	

Revised - 4/30/2025
Revised - 6/16/2023
SHEET 3 OF 3 SHEETS

Prepared For:
Citywide Development, Inc.
494 Lograndeur Road
Somerset, WI 54025

Surveyor:
Thomas R. Balluff
Carlson Engineering, LLC
3890 Pheasant Ridge NE
Drive NE, Suite 100
Blaine, MN 55449

Bearings shown are based on the North-South Quarter line of Section 4, Township 30 N, Range 19 W, which is assumed to have a bearing of North 00 degrees 42 minutes 42 seconds West.



CARLSON
ENGINEERING

ENGINEERING \ SURVEYING \ PLANNING

PINE VALE SECOND ADDITION

Located in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 25, Township 31 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin

SURVEYORS CERTIFICATE:

I, Thomas R. Balluff, a Wisconsin Registered Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped the plat of PINE VALE SECOND ADDITION located in the East Half of the Southwest Quarter of Section 25, Township 31 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin being further described as:

Outlot 6, PINE VALE, Village of Somerset, St. Croix County, Wisconsin

AND

Outlot 9, PINE VALE FIRST ADDITION, Village of Somerset, St. Croix County, Wisconsin

That I have surveyed, divided, and mapped said plat by direction of Capstone Homes - Wisconsin, Inc., a Wisconsin corporation; That this plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof; That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes, AE-7 of the Wisconsin Administrative Code and the subdivision regulations of the Village of Somerset.

Thomas R. Balluff P.L.S. No. S-2859-8

Dated this ____ day of _____, 20____

OWNER'S CERTIFICATE:

Capstone Homes - Wisconsin, Inc., a Wisconsin corporation, does hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval; the Village of Somerset, St. Croix County, and the Department of Administration

WITNESS, that said Capstone Homes - Wisconsin, Inc., a Wisconsin corporation, has caused these presents to be signed By Stephen A. Bona, Vice President of Land, this ____ day of _____, 20____

Capstone Homes - Wisconsin, Inc., in the presence of _____
Witness

By _____
Stephen A. Bona, Vice President of Land

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Stephen A. Bona, Vice President of Land of Capstone Homes - Wisconsin, Inc., a Wisconsin corporation, on behalf of the corporation.

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN
COUNTY OF ST. CROIX

I, _____, being the duly elected, qualified and acting Village Treasurer of the Village of Somerset, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxed or special assessments as owner as of this ____ day of _____, 20____, affecting the lands included in the Plat of PINE VALE SECOND ADDITION.

VILLAGE BOARD RESOLUTION:

Resolved, that the plat of PINE VALE SECOND ADDITION in the Village of Somerset, is hereby approved by the Village Board.

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Somerset.

COUNTY TREASURER'S CERTIFICATE:

STATE OF WISCONSIN
COUNTY OF ST. CROIX

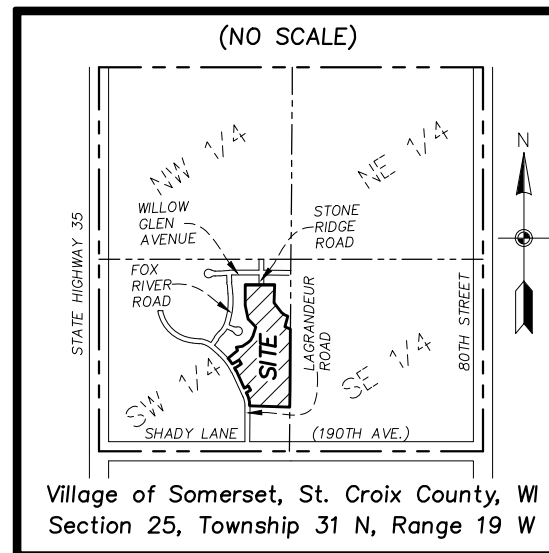
I, _____, being the duly elected, qualified and acting treasurer of St. Croix County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this ____ day of _____, 20____ affecting the lands included in the plat of PINE VALE SECOND ADDITION.

St. Croix County Treasurer _____ Date _____

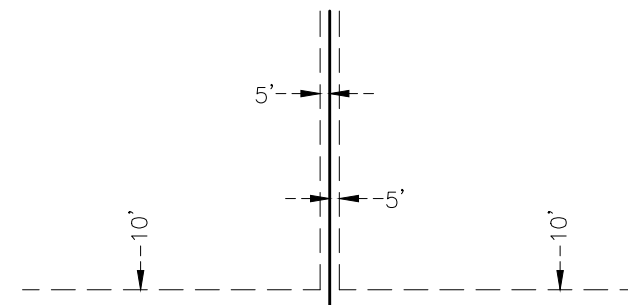
BOUNDARY CURVE DATA

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
C1 TO C2	12.23'	100.00'	07°00'17"	12.22'	N03°33'00"W	N00°02'51"W	N07°03'09"W
C2 TO C3	14.15'	300.00'	02°42'08"	14.15'	N05°42'05"W	N07°03'09"W	N04°21'00"W
C3 TO C5	129.68'	363.18'	20°27'32"	128.99'	N14°34'47"W	N04°21'00"W	N24°48'33"W
C3 TO C4	9.69'	363.18'	01°31'44"	9.69'	N05°06'53"W	N04°21'00"W	N05°52'45"W
C4 TO C5	119.99'	363.18'	18°55'48"	119.45'	N15°20'39"W	N05°52'45"W	N24°48'33"W
C64 TO C65	41.82'	783.00'	03°03'35"	41.81'	N26°20'20"W	N24°48'33"W	N27°52'08"W
C6 TO C7	95.15'	783.00'	06°57'44"	95.09'	N36°10'52"W	N32°42'00"W	N39°39'44"W

VICINITY MAP



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

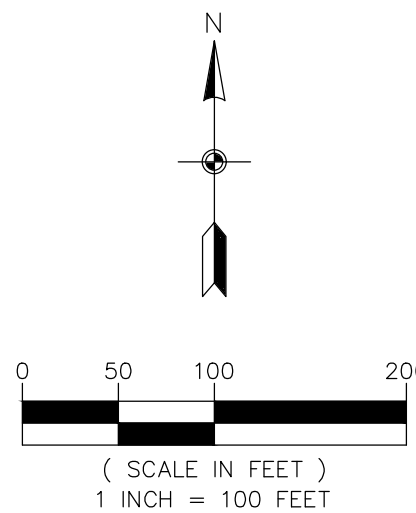
NOTICE TO ALL UTILITY COMPANIES:

To preserve all Lot Corner Monumentation, ALL UTILITY COMPANIES SHALL MAINTAIN A 5 FOOT DISTANCE FROM ALL LOT AND RIGHT OF WAY CORNERS. Any monumentation being disturbed may subject to remonumentation fees.

LEGEND

- Denotes Found St. Croix County Section Monument, as noted
- Denotes Found Iron Monument, as noted
- Denotes Found 1 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 1.13 LBS. per Linear Foot
- Denotes Set 1 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 1.13 LBS. per Linear Foot
- Denotes Found 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot
- ⊗ Denotes Set 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot

Bearings shown are based on the North line of the Southwest Quarter of Section 25, Township 31, Range 19, which is assumed to have a bearing of North 89 degrees 58 minutes 07 seconds West.



Prepared For:

Capstone Homes - WI, Inc.
14015 Sunfish Blvd. NW
Ramsey, MN 55303

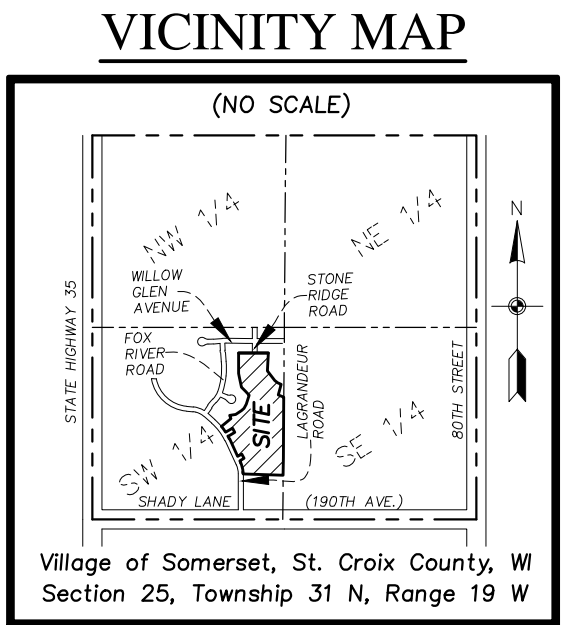
Surveyor:

Thomas R. Balluff
Carlson Engineering, LLC
3890 Pheasant Ridge
Drive NE, Suite 100
Blaine, MN 55449



PINE VALE SECOND ADDITION

Located in the Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter of Section 25, Township 31 North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin



RIGHT OF WAY CURVE DATA							
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
C11 TO C14	231.75'	367.00'	36°10'48"	227.91'	N51°36'21"E	N69°41'45"E	N33°30'58"E
C13 TO C14	56.36'	367.00'	08°47'56"	56.30'	N37°54'55"E	N42°18'53"E	N33°30'58"E
C15 TO C16	11.66'	333.00'	02°00'21"	11.66'	N52°41'01"W	N53°41'11"W	N51°40'50"W
C16 TO C18	129.64'	533.00'	13°56'10"	129.32'	N44°42'45"W	N51°40'50"W	N37°44'40"W
C16 TO C17	69.53'	533.00'	07°28'27"	69.48'	N47°56'36"W	N51°40'50"W	N44°12'23"W
C17 TO C18	60.11'	533.00'	06°27'43"	60.08'	N40°58'31"W	N44°12'23"W	N37°44'40"W
C19 TO C23	200.01'	333.00'	34°24'48"	197.02'	N20°32'16"W	N37°44'40"W	N03°19'52"W
C19 TO C20	50.41'	333.00'	08°40'27"	50.37'	N33°24'26"W	N37°44'40"W	N29°04'13"W
C20 TO C21	60.47'	333.00'	10°24'16"	60.39'	N23°52'05"W	N29°04'13"W	N18°39'57"W
C21 TO C22	60.20'	333.00'	10°21'31"	60.12'	N13°29'11"W	N18°39'57"W	N08°18'26"W
C22 TO C23	28.93'	333.00'	04°58'34"	28.91'	N05°49'09"W	N08°18'26"W	N03°19'52"W
C23 TO C27	170.70'	783.00'	12°29'27"	170.36'	N02°54'52"E	N03°19'52"W	N09°09'35"E
C23 TO C24	31.21'	783.00'	02°17'04"	31.22'	N02°11'20"W	N03°19'52"W	N01°02'48"W
C24 TO C25	65.04'	783.00'	04°45'32"	65.02'	N01°19'58"E	N01°02'48"W	N03°42'44"E
C25 TO C26	65.39'	783.00'	04°47'05"	65.37'	N06°06'17"E	N03°42'44"E	N08°29'49"E
C26 TO C27	9.06'	783.00'	00°39'46"	9.06'	N08°49'42"E	N08°29'49"E	N09°09'35"E
C27 TO C28	56.36'	467.00'	06°54'53"	56.33'	N05°42'08"E	N09°09'35"E	N02°14'42"E
C29 TO C30	66.88'	533.00'	07°11'20"	66.83'	S05°33'55"W	S01°58'15"W	S09°09'35"W
C30 TO C33	156.31'	717.00'	12°29'27"	156.00'	S02°54'52"W	S09°09'35"W	S03°19'52"E
C30 TO C31	65.44'	717.00'	05°13'47"	65.42'	S06°32'41"W	S03°19'52"E	S03°55'48"W
C31 TO C32	65.04'	717.00'	05°11'50"	65.02'	S01°19'53"W	S03°55'48"W	S01°16'03"E
C32 TO C33	25.83'	717.00'	02°03'50"	25.82'	S02°17'57"E	S01°16'03"E	S03°19'52"E
C33 TO C35	160.37'	267.00'	34°24'48"	157.97'	S20°32'16"E	S03°19'52"E	S37°44'40"E
C33 TO C34	71.59'	267.00'	15°21'42"	71.37'	S11°00'43"E	S03°19'52"E	S18°41'34"E
C34 TO C35	88.78'	267.00'	19°03'06"	88.37'	S28°13'07"E	S18°41'34"E	S37°44'40"E
C36 TO C38	113.59'	467.00'	13°56'10"	113.31'	S44°42'45"E	S37°44'40"E	S51°40'50"E
C36 TO C37	76.99'	467.00'	09°26'45"	76.90'	S42°28'03"E	S37°44'40"E	S47°11'25"E
C37 TO C38	36.60'	467.00'	04°29'25"	36.59'	S49°26'08"E	S47°11'25"E	S51°40'50"E
C38 TO C40	73.15'	267.00'	15°41'49"	72.92'	S59°31'44"E	S51°40'50"E	S67°22'39"E
C38 TO C39	55.73'	267.00'	11°57'30"	55.62'	S57°39'35"E	S51°40'50"E	S63°38'20"E
C39 TO C40	17.42'	267.00'	03°44'19"	17.42'	S65°30'29"E	S63°38'20"E	S67°22'39"E
C41 TO C42	13.38'	333.00'	02°18'06"	13.38'	N66°13'36"W	N67°22'39"W	N65°04'32"W
C43 TO C44	17.86'	433.00'	02°21'50"	17.86'	S34°41'52"W	S33°30'57"W	S35°52'47"W

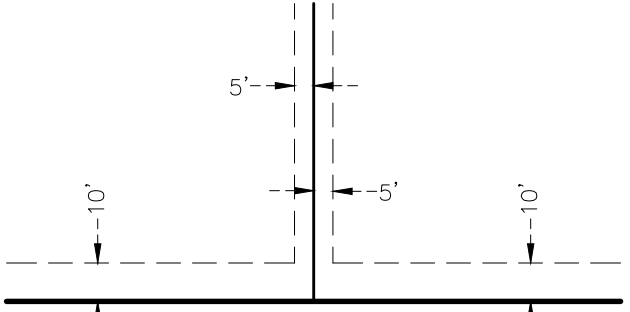
- LEGEND**
- Denotes Found 1 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 1.13 LBS. per Linear Foot
 - Denotes Set 1 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 1.13 LBS. per Linear Foot
 - Denotes Found 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot
 - Denotes Set 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot

GENERAL NOTICE STATEMENT:
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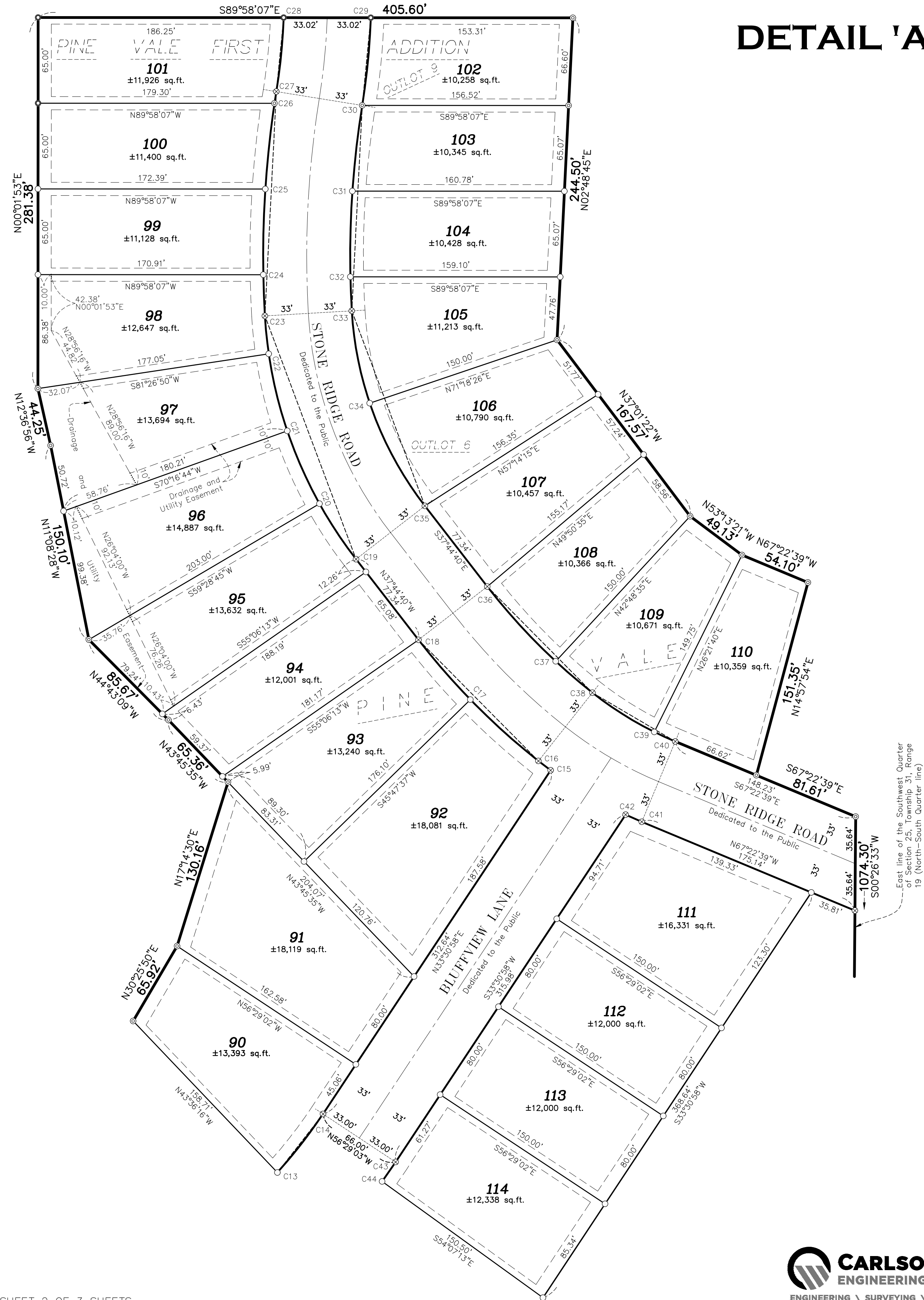
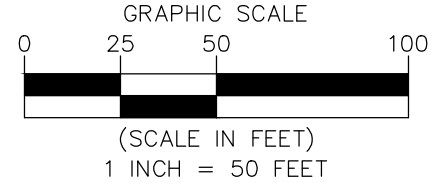
Prepared For:
Capstone Homes — WI, Inc.
14015 Sunfish Blvd. NW
Ramsey, MN 55303

Surveyor:
Thomas R. Balluff
Carlson Engineering, LLC
3890 Pleasant Ridge
Drive NE, Suite 100
Blaine, MN 55449

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plot.



DETAIL 'B'

PINE VALE
SECOND ADDITION

Located in the Northeast Quarter of the Southwest Quarter and the
Southeast Quarter of the Southwest Quarter of Section 25, Township 31
North, Range 19 West, Village of Somerset, St. Croix County, Wisconsin



BOUNDARY CURVE DATA

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
C3 TO C5	129.68'	363.18'	20°27'32"	128.99'	N14°34'47"W	N04°21'00"W	N24°48'33"W
C4 TO C5	119.99'	363.18'	18°55'48"	119.45'	N15°20'39"W	N05°52'45"W	N24°48'33"W
C6 TO C5	41.82'	783.00'	03°03'35"	41.81'	N26°20'20"W	N24°48'33"W	N27°58'08"W
C6 TO C7	95.15'	783.00'	06°57'44"	95.09'	N36°10'52"W	N32°42'00"W	N39°39'44"W

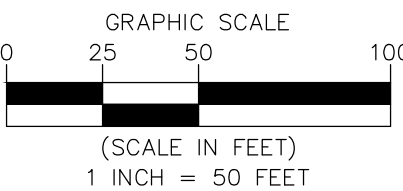
RIGHT OF WAY CURVE DATA

CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD LENGTH	CHORD BEARING	TANGENT IN	TANGENT OUT
C8 TO C11	136.39'	783.00'	09°58'49"	136.22'	N64°42'21"E	N59°42'56"E	N69°41'45"E
C8 TO C9	35.55'	783.00'	02°36'04"	35.54'	N61°00'58"E	N59°42'56"E	N62°19'00"E
C9 TO C10	83.80'	783.00'	06°07'56"	83.76'	N65°22'58"E	N62°19'00"E	N68°26'57"E
C10 TO C11	17.04'	783.00'	01°14'49"	17.04'	N69°04'21"E	N68°26'57"E	N69°41'45"E
C11 TO C14	231.75'	367.00'	36°10'48"	227.91'	N51°36'21"E	N69°41'45"E	N33°30'58"E
C11 TO C12	70.69'	367.00'	11°02'09"	70.58'	N64°10'41"E	N69°41'45"E	N58°39'36"E
C12 TO C13	104.70'	367.00'	16°20'43"	104.34'	N50°29'15"E	N58°39'36"E	N42°18'53"E
C13 TO C14	56.36'	367.00'	08°47'56"	56.30'	N37°54'55"E	N42°18'53"E	N33°30'58"E
C43 TO C48	273.42'	433.00'	36°10'48"	268.90'	S51°36'21"W	S33°30'57"W	S69°41'45"W
C43 TO C44	17.86'	433.00'	02°21'50"	17.86'	S34°41'52"W	S33°30'57"W	S35°52'47"W
C44 TO C45	74.71'	433.00'	09°53'07"	74.61'	S40°49'21"W	S35°52'47"W	S45°45'54"W
C45 TO C46	72.63'	433.00'	09°36'36"	72.54'	S50°34'13"W	S45°45'54"W	S55°22'31"W
C46 TO C47	77.02'	433.00'	10°11'30"	76.92'	S60°28'16"W	S55°22'31"W	S65°34'01"W
C47 TO C48	31.20'	433.00'	04°07'45"	31.20'	S67°37'53"W	S65°34'01"W	S69°41'45"W
C48 TO C50	124.89'	717.00'	09°58'49"	124.74'	S64°42'21"W	S69°41'45"W	S59°42'56"W
C48 TO C49	48.89'	717.00'	03°54'24"	48.88'	S67°44'33"W	S69°41'45"W	S65°47'21"W
C49 TO C50	76.00'	717.00'	06°04'25"	75.97'	S62°45'09"W	S65°47'21"W	S59°42'56"W
C51 TO C57	403.67'	783.00'	29°32'19"	399.22'	N75°40'24"E	N60°54'14"E	S89°33'27"E
C51 TO C52	63.52'	783.00'	04°47'40"	65.50'	N63°18'04"E	N60°54'14"E	N65°41'54"E
C52 TO C53	76.76'	783.00'	05°37'02"	76.73'	N68°30'24"E	N65°41'54"E	N71°18'55"E
C53 TO C54	77.08'	783.00'	05°38'25"	77.05'	N74°08'08"E	N71°18'55"E	N76°57'20"E
C54 TO C55	77.08'	783.00'	05°38'25"	77.05'	N79°46'33"E	N76°57'20"E	N82°35'45"E
C55 TO C56	77.08'	783.00'	05°38'25"	77.05'	N85°24'57"E	N82°35'45"E	N88°41'10"E
C56 TO C57	30.15'	783.00'	02°12'22"	30.15'	N89°20'22"E	N88°41'10"E	S89°33'27"E
C58 TO C63	369.65'	717.00'	29°32'19"	365.57'	S75°40'24"W	N89°33'27"W	S60°54'14"W
C58 TO C59	32.32'	717.00'	02°34'59"	32.32'	S89°09'04"W	N89°33'27"W	S87°51'34"W
C59 TO C60	92.24'	717.00'	07°22'14"	92.17'	S84°10'27"W	S87°51'34"W	S80°29'20"W
C60 TO C61	92.24'	717.00'	07°22'14"	92.17'	S76°48'13"W	S80°29'20"W	S73°07'05"W
C61 TO C62	89.88'	717.00'	07°10'55"	89.82'	S69°31'38"W	S73°07'05"W	S65°56'10"W
C62 TO C63	62.97'	717.00'	05°01'57"	62.95'	S63°25'12"W	S65°56'10"W	S60°54'14"W

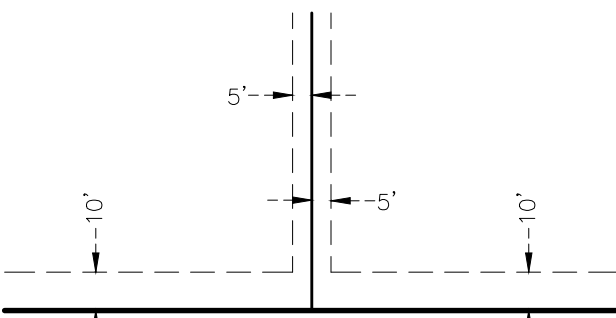
LEGEND

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- ⊗ Denotes Set 2 inch Outside Diameter by 18 inch Long Iron Pipe, Weighing 3.65 pounds per Linear Foot

Bearings shown are based on the North line of the Southwest Quarter of Section 25, Township 31, Range 19, which is assumed to have a bearing of North 89 degrees 58 minutes 07 seconds West.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.



Prepared For:
Capstone Homes - W, Inc.
14015 Sunfish Blvd. NW
Ramsey, MN 55303

Surveyor:
Thomas R. Balluff
Carlson Engineering, LLC
3890 Pheasant Ridge
Drive NE, Suite 100
Blaine, MN 55449

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STREET USE PERMIT

VILLAGE OF SOMERSET

APPLICANT NAME, ADDRESS & PHONE NO.

Kelly Emerson

Somerset, WI 54025

NAME, ADDRESS & PHONE NO. OF ORGANIZATION REQUESTING PERMIT

Somerset School District

645 Sunrise Dr

Somerset, WI 54025

NAME, ADDRESS & PHONE NO. OF CONTACT PERSON FOR STREET USE

Kelly Emerson

715 247 4848 ext 140

PROPOSED STREETS:

Forrest, Sunrise, Main, Depot, Cloutier,
Spartan Dr

DATE OF USE:

Friday, Sept 26, 2025

TIME OF USE:

1:30-2:30

PROJECTED ATTENDANCE: _____

PROPOSED STREET USE (Describe in detail):

Forrest Dr → Right onto Sunrise → Left onto Main St →
left onto Depot → Cloutier → Right onto Sunrise →
enter campus on ~~Bamboo~~ Spartan Drive

*** PAVEMENT MARKING IS NOT ALLOWED ON ANY STREET ****

- **INSURANCE:** Required to indemnify, defend and hold the Village and its employees and agents harmless against all claims, liability, loss damage or expense incurred by the Village on account of any injury to or death of any person or any damage to property caused by or resulting from the activities for which the permit is granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant is required to furnish a Certificate of Comprehensive General Liability Insurance with the Village of Somerset. The applicant is required to furnish a performance bond prior to being granted the permit.

☐ Insurance Requirement Waived

☒ Proof of Insurance Provided

For office use:

Date Reviewed by Village Board: _____ Approved _____ Denied _____



LETTER OF TRANSMITTAL

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

DATE: September 5, 2025	JOB NO. #08783111
ATTENTION: Robert Gunther, DPW	
RE: TID #5 Lift Station Pay Application #3 and Change Order #4	

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 #3
• 1		Change Order #4
•		

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 #3 for \$89,263.72 and Change Order #4. This is for work completed from July 15, 2025 through September 2, 2025. During this period, the Contractor installed sanitary and water main piping, constructed the lift station driveway, and placed topsoil. The Change Order is necessary to account for delays due to casing pipe location verification. 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. 3

To (Owner): Village of Somerset	Application Period: 7/15/25 - 9/2/25	Application Date: 9/2/2025
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		Change Order Summary	
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
2. Net change by Change Orders
3. CURRENT CONTRACT PRICE (Line 1 ± 2)
4. TOTAL COMPLETED AND STORED TO DATE
(Column G on Progress Estimate)
5. RETAINAGE:
 - a. 5 % x \$ _____ Work Completed
 - b. 0 % x \$ _____ Stored Material
 - c. Total Retainage (Line 5a + Line 5b)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)
8. AMOUNT DUE THIS APPLICATION

\$	869,605.50
\$	24,950.75
\$	894,556.25
\$	778,202.36
\$	38,910.12
\$	0.00
\$	38,910.12
\$	739,292.24
\$	650,028.52
\$	89,263.72

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.

Payment of:	\$89,263.72	(Line 8 or other - attach explanation of other amount)
is recommended by:	<u>Charles D. Schwartz, PE</u>	(Engineer)
Payment of:	\$89,263.72	(Line 8 or other - attach explanation of other amount)
is approved by:	_____	(Owner)
Approved by:	_____	Funding Agency (if applicable)

By: <u>Brandon Haas</u>	Date: 9/5/2025
-------------------------	----------------

Progress Estimate

Contractor's Application

Project: Somerset TID #5 lift Station												
Application Number: 3												
Application Date: 9/2/2025												
A												
Item	B1		B2		C	D		E	F	G	H	I
	Bid Qty	Unit	Unit Price	Bid Value		From Prev. Application	Qty this Period					
Bid Item #	Description											
SITE												
1	1.00	LS	\$20,760.00	\$20,760.00	0.50	0.25	\$5,190.00			\$15,570.00	75%	\$5,190.00
2	0.30	AC	\$9,000.00	\$2,700.00	0.30		\$0.00			\$2,700.00	100%	\$0.00
3	100.00	SY	\$34.00	\$3,400.00		100	\$3,400.00			\$3,400.00	100%	\$0.00
4	7,000.00	CY	\$2.25	\$15,750.00	6,000.00		\$0.00			\$13,500.00	86%	\$2,250.00
5	300.00	TON	\$18.50	\$5,550.00		393.66	\$7,282.71			\$7,282.71	131%	-\$1,732.71
6	1.00	LS	\$1.00	\$1.00	1,800.00	1	\$1.00			\$1.00	100%	\$0.00
7	1,800.00	LF	\$2.20	\$3,960.00			\$0.00			\$3,960.00	100%	\$0.00
8	200.00	LF	\$12.00	\$2,400.00			\$0.00			\$0.00	0%	\$2,400.00
9	15,000.00	SY	\$1.00	\$15,000.00		7000	\$7,000.00			\$7,000.00	47%	\$8,000.00
10	5,000.00	SY	\$1.95	\$9,750.00			\$0.00			\$0.00	0%	\$9,750.00
11	15,000.00	SY	\$0.85	\$12,750.00			\$0.00			\$0.00	0%	\$12,750.00
12	550.00	SY	\$3.95	\$2,172.50			\$0.00			\$0.00	0%	\$2,172.50
13	1.00	LS	\$1.00	\$1.00	1.00		\$0.00			\$1.00	100%	\$0.00
14	4.00	EA	\$500.00	\$2,000.00	4.00		\$0.00			\$2,000.00	100%	\$0.00
SITE TOTAL				\$96,194.50			\$22,873.71			\$55,414.71	58%	
SANITARY SEWER												
15	100.00	LF	\$155.00	\$15,500.00	100.00	4	\$620.00			\$16,120.00	104%	-\$620.00
16	90.00	LF	\$77.00	\$6,930.00	90.00	60	\$4,620.00			\$11,550.00	167%	-\$4,620.00
17	320.00	LF	\$90.00	\$28,800.00	260.00	65	\$5,850.00			\$29,250.00	102%	-\$450.00
18	25.00	LF	\$102.00	\$2,550.00	25.00	-2	-\$204.00			\$2,346.00	92%	\$204.00
19	3.00	EA	\$7,100.00	\$21,300.00	3.00		\$0.00			\$21,300.00	100%	\$0.00
20	6.00	EA	\$200.00	\$1,200.00	4.00		\$0.00			\$800.00	67%	\$400.00
21	1.00	LS	\$584,311.00	\$584,311.00	0.80	0.1	\$58,431.10			\$525,879.90	90%	\$58,431.10
SANITARY SEWER TOTAL				\$660,591.00			\$69,317.10			\$607,245.90	92%	
22	1.00	LS	\$20,000.00	\$20,000.00			\$0.00			\$0.00	0%	\$20,000.00
WATERMAIN												
22	2.00	EA	\$5,750.00	\$11,500.00	2.00	-1	-\$5,750.00			\$5,750.00	50%	\$5,750.00
23	2.00	EA	\$2,500.00	\$5,000.00	2.00	-1	-\$2,500.00			\$2,500.00	50%	\$2,500.00
24	2.00	EA	\$5,300.00	\$10,600.00	2.00		\$0.00			\$10,600.00	100%	\$0.00
25	20.00	LF	\$67.00	\$1,340.00	20.00	-13	-\$871.00			\$469.00	35%	\$871.00
26	140.00	LF	\$117.00	\$16,380.00	140.00	76	\$8,892.00			\$25,272.00	154%	-\$8,892.00
27	300.00	LF	\$100.00	\$30,000.00	260.00	20	\$2,000.00			\$28,000.00	93%	\$2,000.00
28	1,125.00	LBS	\$16.00	\$18,000.00	1,125.00		\$0.00			\$18,000.00	100%	\$0.00
WATERMAIN TOTAL				\$112,820.00			\$1,771.00			\$90,591.00	80%	
2 of 3												

Item		Bid Qty	Unit	Unit Price	Bid Value	Work Completed			Materials Pres. Stored Not in Contract	Tot. Completed & Stored to Date		Balance to Finish (B - G)
Bid Item #	Description					From Prev. Application	Qty this Period	Value this Application		\$ (C*B1 + E + F)	% (G / B)	
CO#1	CHANGE ORDERS/ EXTRAS	1	LS	\$17,772.00	\$17,772.00	1.00		\$0.00		\$17,772.00	100%	\$0.00
CO#2	Rail System & Discharge Piping Future Pump Transfer Switch	1	LS	\$1,979.25	\$1,979.25	1.00		\$0.00		\$1,979.25	100%	\$0.00
CO#3	Casing Pipe Verification	1	LS	\$5,199.50	\$5,199.50	1.00		\$0.00		\$5,199.50	100%	\$0.00
	Change Order TOTAL				\$24,950.75			\$0.00		\$24,950.75		
	<u>TOTAL</u>				\$914,556.25			\$93,961.81		\$778,202.36		\$116,353.89

memo

Village of Somerset

To: Finance/Personnel Committee & Village Board
From: Andrea Otto, Treasurer
CC: Jessica Lehman, Clerk
Date: 9/15/25
Re: Employee Handbook Update

Comments: At the July Village Board meeting, an updated handbook was approved to add language required by state and federal laws. Prior to the updated version being presented, I reviewed the language being added but did not review any other items in the revision. After the Village Board meeting, I sent the updated handbook to all Village staff as is required. Kristina at the Library pointed out the handbook that was approved did not have the correct holidays and benefit language.

It was discovered that our representative from JA Counter was working from a previous version of the handbook when he added the new required language. The Village Board needs to approve the updated handbook again tonight.

Memo

To: Finance/Personnel Committee & Village Board

From: Andrea Otto, Treasurer

Cc: Jessica Lehman, Clerk

Date: 09/15/2025

Re: Employee Handbook Additions

In addition to correcting the Employee Handbook, I would like you to consider adding the following language/policies.

LEAVES OF ABSENCE (pg 18)

The Village recognizes that employees may experience circumstances requiring time away from work and will consider requests in good faith.

Examples of reasons for which a personal leave may be considered include but are not limited to: personal or family needs, educational or training opportunities, personal hardship, wellness needs, or travel.

Unpaid personal leave may be granted by the employee's department head upon written request, depending on the nature of the request and the effect on Village operations. Any leave should be requested as far in advance as possible to afford sufficient time to cover an employee's absence.

Employees may choose whether to apply accrued vacation, sick, personal, or compensatory time toward an approved leave to offset any potential loss of pay. Any portion of the leave not covered by accrued time will be unpaid. The Village will continue to maintain the employee's insurance coverage for up to ninety (90) days of approved leave. For any portion of the approved leave that is unpaid, the employee will be responsible for making arrangements with the Village Treasurer for payment of their portion of the insurance premiums.

Requests from department heads shall be submitted to the Finance & Personnel Committee for approval. The Finance & Personnel Committee may approve leaves of up to ninety (90) calendar days within a rolling twelve (12) month period. Requests exceeding

ninety (90) days shall require approval of the Village Board. Approval shall be made by majority vote of the Finance & Personnel Committee or Board at a properly noticed meeting in compliance with Wisconsin's Open Meetings Law. The Committee Chair is authorized to sign the official approval on behalf of the Committee following its action. If a request for leave is denied, the employee may submit a written appeal to the Village Board within ten (10) working days of the denial, whose decision shall be final.

Upon return, employees on approved leave will be reinstated to the same position with equivalent pay, benefits, and seniority.

In extraordinary or extenuating circumstances, the Finance & Personnel Committee or Village Board may, at its discretion, extend or otherwise modify these limits in the best interest of both the employee and Village operations.

If an employee on approved leave is expected to return periodically to perform essential duties (for example, every two weeks to process payroll or conduct critical departmental business), those hours will be treated as paid work time and will not interrupt the continuity of the leave. Intermittent work during a leave does not restart the leave clock, but hours worked will be compensated normally.

COMPENSATORY TIME – EXEMPT EMPLOYEES (pg 16)

While salaried exempt employees are not eligible for overtime pay under the Fair Labor Standards Act (FLSA), the Village recognizes that certain assignments may require additional time commitments beyond the normal work schedule. In such cases, exempt employees may be granted compensatory time off at the discretion of their department head.

- Compensatory time for exempt employees will accrue on an hour-for-hour basis for hours worked beyond the employee's normal schedule.
- The maximum amount of compensatory time that may be banked is forty-eight (48) hours. Once an employee uses a portion of their accrued time, additional comp time may be earned, provided the balance never exceeds 48 hours.
- The scheduling of comp time is subject to the approval of the department head to ensure adequate staffing and operational needs are met.
- Compensatory time has no cash value and will not be paid out upon separation of employment.

HOLIDAYS (pg 14)

Village staff is allowed to close Village offices on federal holidays not listed when the post office and federal reserve are closed (i.e. Columbus Day, Juneteenth). The Village is not designating these as paid holidays and employees would be required to use personal/comp/vacation time.

VACATION TIME (pg 14)

For purposes of this section, “proper written notice” is defined as the requested four (4) weeks for exempt employees and two (2) weeks for non-exempt employees.

VILLAGE OF SOMERSET

Employee Handbook

September 2025

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This employee handbook is provided as an informational document for the employees of the Village of Somerset, WI ("Village"). The policies, procedures and practices contained in this employee handbook apply to all employees. The contents of this employee handbook are subject to change from time to time, without notice. In the event of a change, employees will be informed as soon as practicable. The policies contained herein replace any and all employment policies, procedures, practices or handbooks previously existing. If you have questions regarding any of the information, policies, procedures or practices contained in this employee handbook please contact your department head or the village clerk or treasurer. In the event a collective bargaining agreement or statute in effect for a particular employee or employee group conflicts with policies contained in this employee handbook, the collective bargaining agreement or statute will prevail.

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EMPLOYMENT PRACTICES AND COMPLAINTS

EQUAL EMPLOYMENT OPPORTUNITY

The Village is committed to a policy of equal opportunity for all employees. It is also our policy to seek out the most qualified candidates for all open positions. All our activities will be administered in a manner which will not discriminate against or give preference to any person because of race (including traits associated with race, which include, but are not limited to, hair texture and hair styles such as braids, locs, and twists), color, religion, age, sex, pregnancy (including childbirth, lactation and related medical conditions), national origin, ancestry, sexual orientation, (including transgender status, gender identity or expression), marital status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed services member status, creed, public assistance, familial status, local commissions activity, or any other basis prohibited by federal or state law.

Furthermore, we are dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

In support of this policy, we provide periodic training on subjects such as equal employment, anti-harassment, non-discrimination, diversity, etc. Participation in such training is deemed mandatory and a condition of continued employment.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Immigration Reform and Control Act of 1986 requires you to provide the Village with documentation of your eligibility to be employed in the United States within the first three (3) days of your employment. These documents must be consistent with the Immigration and Naturalization (INS) Service requirements and will be recorded on an I-9 Form kept confidentially by the Village on all employees hired. Failure to provide such documentation within the first three (3) days of employment will be cause for immediate termination.

ANTI-HARASSMENT AND NON-DISCRIMINATION POLICY

The Village is committed to providing a work environment free of discrimination of any kind. This policy includes the prohibition of harassment or discrimination based upon any of the protected classifications listed in our Equal Employment Opportunity Policy. The “work environment” includes all the Village premises, and any other locations where the Village sponsored activities take place, any off-site location where Village business is conducted, and on social networking sites if the Village, its customers, vendors, or employees are referenced or included in communications.

If you believe you are being subjected to harassment or discrimination of any kind, you are urged to tell the harasser to stop and if you are not satisfied the harassment or discrimination has stopped, make a record of the alleged harassment or discrimination and immediately report the incident to the village administrator or in the case of harassment by that individual, to the village board president.

Some harassment or discrimination situations in the work environment may involve sexual harassment. Complaints alleging sexual harassment will be handled in the same manner as complaints alleging any other type of harassment or discrimination. “Sexual harassment” has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment.
- Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment, and the Village knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

WORKPLACE VIOLENCE POLICY

The Village is committed to working with its employees to maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation and other disruptive behavior. Therefore, the Village abides by a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, clients/customers or vendors. Physical violence, threats of physical violence, harassment, intimidation and other disruptive behavior in our workplace will not be tolerated and all reports of such incidents will be taken seriously and dealt with appropriately. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including termination, criminal penalties or both. All employees are responsible for notifying their department head, the village clerk or treasurer of any acts or threats of violence they have witnessed, received or been told that another person has witnessed or received. Even without an act or threat of violence, employees should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job-related or might be carried out on a Village controlled site or is connected to Village employment.

In support of this policy, no employee, visitor, guest, vendor or anyone else dealing with the Village in the course of business may possess, transport or use a weapon of any kind while on Village property, at Village job sites, at any Village sponsored event or in Village owned vehicles (with the exception of law enforcement/security personnel). Weapons include all firearms, knives, explosives or any device which is likely to produce bodily harm and which the Village, at its sole discretion, deems dangerous. Small pocket knives or knives designed and used in the preparation of food are generally not prohibited by this policy. The exception to this policy is an employee may have a weapon in their personal vehicle under the following conditions:

- the vehicle must be locked at all times while on Village property or Village job sites.
- the employee follows all legal requirements of having the weapon in their personal vehicle.
- the employee notifies the village clerk they have the weapon in their vehicle in advance of bringing their vehicle on Village property or a Village job site.

Any additional exceptions to this policy must be made by a vote of the village board. Furthermore, the Village does not tolerate retaliation against an employee who reports workplace violence. All reports of workplace violence will be taken seriously and will be thoroughly investigated, and all complaints reported will be treated with as much confidentiality as possible. An employee who believes that they may have a problem that could lead to violent behavior is encouraged to use the Village's confidential employee assistance program (EAP).

REPORTING PROCEDURE AND NON-RETALIATION

If you believe an employment decision has been made, an incident has occurred, behavior exists that compromises our ability to maintain a safe work environment, or you have been subject to any action that does not conform with our commitment to the stated policies on "Equal Employment Opportunity", "Anti-Harassment and Non-Discrimination" or "Workplace Violence" you should immediately bring the matter to the

attention of your department head or the village clerk or treasurer. If that individual is involved in the incident, you should report the incident directly to the village board president.

Once notified, the Village will promptly and thoroughly investigate the claim. To the extent possible, all complaints and related information will remain confidential except for those individuals who need the information to investigate, educate or act in response to the complaint. You are expected to cooperate fully with any ongoing investigation of an alleged incident.

We recognize the question of whether an action or incident is socially acceptable or discriminatory requires a determination based on all facts and circumstances. We also recognize that false accusations can negatively affect innocent employees. If we determine that an action has occurred in violation of the stated policies, corrective action, to include appropriate disciplinary action, up to and including termination, will be taken to effectively address the incident.

As necessary, we may monitor any such incident to ensure the inappropriate behavior has stopped. In all cases, we will follow up as necessary to ensure no retaliation occurs for providing information, making a complaint, or cooperating with an investigation. If you feel retaliation has occurred, you should report it to your department head or the village clerk or treasurer.

AMERICANS WITH DISABILITIES ACT (ADA)

We comply with applicable federal and/or state requirements associated with the Americans with Disabilities Act (ADA) as amended. A disability is defined as any physical or mental impairment that limits one or more major life activity (e.g., caring for oneself, walking, seeing, hearing, speaking, breathing, learning, sitting, standing, etc.). Disabilities do not include temporary ailments such as a cold, flu, broken bones, etc.

If you believe you have a physical or mental disability requiring accommodation for you to perform the essential functions of your job, you should immediately contact your department head or the village clerk or treasurer so we can determine what, if any accommodations may be available and appropriate. Any accommodation request will be discussed between you, your department head, and the village clerk or treasurer. As part of this process, you may be required to provide documentation supporting your disability, including medical certification. If a reasonable and appropriate accommodation is available and does not impose an undue hardship on our operation, the request will be approved, and the accommodation implemented.

The Village will consider any specific accommodation you may request but we reserve the right to offer and implement our own accommodation to the extent permitted by law. Some, but not all, of the factors considered in determining the reasonableness of an accommodation are cost, the effect an accommodation will have on current established policies and work procedures, and the burden on operations to include other employees.

Employees who currently use drugs illegally are not considered individuals with disabilities protected under the ADA. This includes employees who use prescription drugs illegally. However, employees who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

If you have questions concerning this policy or believe a personal situation potentially allows you to be covered by this policy, please contact the village clerk.

AT-WILL-EMPLOYMENT

Employment with the Village, unless stated otherwise in a collective bargaining agreement or separate employment contract, is based on an “at-will-employment” relationship for no definite period of time. This means employees are free to resign at any time, with or without cause or notice and the Village may terminate the employment relationship at any time, with or without cause or notice as long as such action is not contrary to law. Only the village board has the authority to amend or alter this “at-will-employment” relationship and such change must be executed in writing and signed by all concerned parties for it to be effective.

This employee handbook provides policy and procedural guidelines and is not to be considered a contract of employment. Any oral or written statements or promises to the contrary should not be relied upon by any prospective or existing employee. While it is our intent to keep everyone informed on a current basis, the contents of this employee handbook are subject to change by the Village from time to time without notice. In the event of change, employees will be informed as soon as practicable.

EXEMPT EMPLOYEE PAY REQUIREMENTS

The Village complies with the Fair Labor Standards Act (FLSA) with respect to all payroll policies and procedures. The Village prohibits any improper deductions, as specified in the applicable regulations, from the salary of employees who are exempt from the minimum wage and overtime requirements of the FLSA. For example, the regulations allow employers to deduct for a full-day absence from work for personal reasons when the employee has no vacation to cover the absence. The regulations also specify additional instances where deductions may be made.

If you believe that an improper deduction has been made from your salary, please submit a written complaint to the **village clerk**. You should provide as much detail as possible regarding the nature of the deduction made and why you believe the deduction was improper. We will evaluate your complaint and promptly reimburse you if the deduction was improper.

MANDATORY LABOR LAW POSTERS

We are a small organization and most employees interact with each other on either a daily or weekly basis. Our primary means of communication with employees is either direct face-to-face communication or through email. Mandatory state and federal postings are displayed on the office bulletin board which is accessible to all employees. Employees are required to check the bulletin board periodically for update and other information.

VOTING LEAVE

When you are not able to vote before or after your regularly scheduled working hours, time off will be granted to you for the express purpose of voting. Any time away from work and pay for any such voting time will be in accordance with applicable state law. Your department head will schedule any absences for voting in such a way that disruption to work schedules and business operations is minimized.

PREGNANT WORKERS FAIRNESS ACT AND NURSING MOTHERS

Pursuant to the Pregnant Workers Fairness Act (PWFA), the Village will provide reasonable accommodation for an employee’s pregnancy, or any condition related to the employee’s pregnancy, including, but not limited to, lactation or the need to express breast milk for a nursing child. In the event of a nursing mother the employee will have access to a refrigerator for the storage of expressed milk. The milk must be labeled when being stored.

The PWFA provides accommodation for pregnant employees, even if the employee is not experiencing a pregnancy-related disability. Reasonable accommodations under the PWFA might include, but are not limited to,

more frequent or longer breaks; time off to attend to a pregnancy complication or recover from childbirth, with or without pay; acquisition or modification of equipment or seating; a temporary transfer to a less strenuous or hazardous position, including light duty; job restructuring; private, non-bathroom space for expressing breast milk; assistance with manual labor; and modification of work schedule.

Requests for PWFA accommodation should be directed to your **department manager, or the village clerk or treasurer**, at which time we will engage in an interactive process with you to determine proper accommodation. Accommodation will be provided unless it creates undue hardship for the Village.

It is important to note that the Village will not retaliate against you if you request or receive accommodation under the PWFA. Further, under the PWFA, you have the right to be free from discrimination in relation to pregnancy or a condition related to the pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child.

RELIGIOUS ACCOMMODATION

The Village recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices. We will try to accommodate your sincerely held religious beliefs if the accommodation would resolve a conflict between your religious belief or practice and a work requirement, unless doing so would create an undue hardship.

If you need accommodation because of your religious beliefs or practices, make the request through your **department manager or the village clerk or treasurer**. You may be asked to include relevant information in writing such as:

- A description of the proposed accommodation.
- The reason an accommodation is needed.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving the request, we will engage in an interactive dialogue with you to explore potential accommodation that could resolve the conflict. We encourage you to suggest specific reasonable accommodation, however, we are not required to provide the specific accommodation requested and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Village.

HIPAA

We are committed to protecting and safeguarding against the improper disclosure of “protected health information” (“PHI”) pursuant to its obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The village treasurer is designated as our privacy official. In this capacity, the village treasurer is responsible for ensuring we maintain safeguards against the improper disclosures of an employee’s PHI. For all non-routine disclosures of an individual employee’s PHI, we will obtain the affected employee’s consent before disclosure is made to the extent required by law. We will document all disclosures of PHI. All employees are instructed to direct any questions or complaints regarding HIPAA to the village treasurer. Further, any employee may bring a complaint, ask a question or raise a concern regarding our HIPAA policies and procedures without fear of reprisal.

EMPLOYEE CLASSIFICATIONS

The village board designates certain employees holding executive, administrative or professional positions as defined by the Fair Labor Standards Act as (FLSA) exempt employees. Exempt employees are paid an annual

salary without regard to the number of hours worked and are not eligible for overtime pay. While such employees are generally expected to conform to the normal business hours of their department, they are afforded flexibility regarding the use of their time in managing their department. All such employees shall be notified of their exempt status at time of hire or job change. All other employees are designated as non-exempt employees and are paid an hourly rate of pay. A non-exempt employee is eligible to receive overtime pay for all hours worked over 40 hours in a workweek. Additional employee classifications are as follows:

Regular Full-Time Employee: an employee who is hired for a full-time position and is scheduled to work at least 30 hours or more per week.

Regular Part-Time Employee: an employee who is hired for a part-time position and is scheduled to work less than 30 hours per week.

Seasonal/Temporary/Casual Call Employee: an employee hired to work full-time or part-time by the Village for a specific period of time or for a specific assignment. (Note: such employees may be offered, and accept a new seasonal or temporary assignment with the Village and still retain their seasonal or temporary status.) Anyone hired as a seasonal or temporary employee from an employment agency for specific assignments are employees of the respective agency and not of the Village. Seasonal, temporary and casual call employees are not considered regular employees for purposes of benefits or other statutory protections.

EMPLOYEE ORIENTATION PERIOD

For all employees not covered by a collective bargaining agreement, the first 90 days of employment will be considered as an orientation period. During this time, employees will have the opportunity to become acquainted with their job duties, coworkers, and the policies and procedures of the Village. The orientation period may be extended, if deemed necessary by the village board. Successful completion of the orientation period does not change or alter in any way the at-will-employment relationship between an employee and the Village.

EMPLOYMENT OF RELATIVES

The Village recognizes the employment of relatives may, at times, cause serious conflicts to include problems with favoritism and employee morale. It can also result in personal conflicts from outside the work environment being carried into day-to-day working relationships. However, because of our close relationship with the community we also recognize that hiring relatives of current employees may be difficult to avoid and that these individuals may be the best fit for our employment needs

In the event a relative is hired, it will not be within the same department. We reserve the right to take the necessary steps to avoid such conflicts and problems and may require the relatives to choose who will remain with the Village if such conflicts and problems are otherwise unmanageable in the Village's sole judgment. When relatives are employed, it may become necessary to consider whether a direct supervisor subordinate relationship will be allowed for purposes other than training and development. If it is determined that such a relationship should exist, then such a working relationship must be approved in advance by the village board in order for it to continue. For the purposes of this policy the Village, in its sole discretion, will determine if the relationship between affected employees is such that it must be addressed through this policy.

PERSONAL RELATIONSHIPS IN THE WORKPLACE

The Village does not wish to infringe on an employee's personal life. However, the Village must be proactive in making certain personal relationships in the workplace don't have a negative impact on the working relation

between employees. An employee who is involved in a personal relationship with another employee may not work directly for or supervise the employee with whom they are involved. Personal relationship is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The Village reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions. Management personnel are prohibited from having a relationship of a romantic or intimate nature with subordinates and may be disciplined for such actions up to and including termination. When a conflict, or the potential for a conflict, arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. If such personal relationship is established after employment begins, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the village clerk or treasurer.

OPEN DOOR POLICY

Employees' opinions, suggestions, and questions are important to the smooth operation of the Village. Employees are encouraged to bring matters that concern them, ideas for change or suggestions to improve work operations to the attention of their respective department head. If appropriate, the department head will bring the matter to the appropriate committee meeting(s). Committee members will then address these issues with the village board. In addition, if at any time during your employment you have questions concerning any of the Village's policies, procedures, or benefits, we encourage you to discuss your questions with your department head or the village clerk or treasurer as a means of getting answers to your questions.

PROBLEM RESOLUTION PROCEDURE

The Village is interested in every employee's concerns, questions, and issues. It is our policy to maintain a harmonious workplace environment. We encourage employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions. Although the Village has a defined grievance procedure, not all concerns or issues need to be addressed through this formal grievance procedure. The Village has created a procedure for responding to employee concerns or issues. In the event you decide to initiate this procedure don't be afraid to speak for yourself and keep in mind that this is an informal procedure and you should present your concerns in your own words.

If you ever have a concern, question or issue about any aspect of your employment with the Village, you are required to use the following procedure in an effort to resolve the issue: (if at any point in this procedure you are uncomfortable going to your department head with the issue, don't hesitate to go immediately to the village clerk or treasurer)

Step 1: First you should talk with your department head if you have any concerns, issues, or questions regarding your employment. Often, an informal discussion of such issues will lead to their quick, effective resolution. Be polite, but direct about your concern. If you have a concern, issue or question that isn't resolved after you have had such an informal discussion, you should proceed to Step 2.

Step 2: Please reduce your issue to writing and give it to your department head within 14 calendar days of the date the problem or issue arose. Your written issue should include your name and position along with a clear statement of what happened, who was involved and when it happened together with any other information you believe is relevant.

We will initiate an investigation and respond to your written issue within 10 to 14 days. This period may be extended, depending on the circumstances of each case (such as the number of people who need to be

interviewed or facts to be investigated, etc.). Retaliation against employees who raise concerns or issues is prohibited and may result in discipline up to and including termination.

PERSONNEL FILES

Village employee files are maintained by the village clerk and are considered confidential. Maintaining these files with up-to-date information is important as it provides us with contact information in case of emergency, addresses for mailings, data for payroll purposes, and information required for various benefit programs. It is the responsibility of the employee to notify the village clerk if any changes occur in name, home address, home telephone number, marital status, name or number of dependents, number of tax exemptions, insurance classification, beneficiary changes, or individuals to be contacted in case of emergency. This information is necessary as it may affect employee compensation, dependents' eligibility for medical insurance, and other important matters.

Department heads and other management individuals may have access to personnel file information on a need-to-know basis and only when a legitimate business need arises. In such cases the personnel file is to be reviewed in the village clerk's office. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information. This decision will be made at the discretion of the village clerk in response to the employee's request, a valid subpoena or a valid court order.

An employee may request to review their personnel file twice each year. The request must be in writing and presented to the village clerk. An opportunity during normal business hours will be provided to the employee to review their personnel file within seven (7) working days of the written request. The location and time for the review will be communicated to the employee and the village clerk will be present during the review. Documents an employee is allowed to review are those used or which have been used to determine qualifications for employment, promotion, transfer, additional compensation, disciplinary action and medical records. During the personnel file review, copies of these pertinent documents will be made at the employee's request. Under no circumstances will an employee be allowed to remove original personnel file documents from the area designated for the review.

WORK SCHEDULE

Hours of operation are set by the Village Board and may vary by department. The regular workweek for full time employees shall generally consist of eight (8) hour days and 40 hours per week, and begins at 12:01 am Sunday unless stated otherwise in a collective bargaining agreement. Due to the nature of work requirements of law enforcement and public works, hours worked in these areas will fluctuate, depending on the workload and conditions within the Village. All employees shall have a paid break for lunch, which varies by department. Breaks shall be held to a reasonable amount of time, and police officers and public works employees shall be on call during any breaks.

PUBLIC WORKS DEPARTMENT SCHEDULE

Due to the nature of the work performed by public works, an explanation of procedures unique to their work schedule is included as part of this employee handbook. Nothing presented in this section is to be viewed as a change in the at-will-employment relationship, a guarantee of hours, benefits or as a contract of employment. For public works employees, vacation, holidays and sick leave shall be considered as time worked for the purpose of calculating overtime pay.

It is agreed that four (4) ten-hour shifts may be worked in lieu of five (5) 8-hour shifts whenever it is mutually agreed to by the Village and the majority of affected employees, and when not restricted by government

regulation. In the case of four (4) ten-hour shifts, employees will be paid one and one-half the regular straight time rate for all hours worked over 10 hours in a given day, or 40 hours in a week, whichever is greater. Sick leave, vacation and holiday pay will be paid the same number of hours as the regular scheduled shift (i.e., eight (8)-hour shift=8 hours pay, 10-hour shift=10 hours pay). Days off shall be consecutive. There shall be no split shifts unless otherwise mutually agreed to.

Provided that adequate coverage, as defined by the Village, can be maintained, the parties agree that the work hours for the employees during daylight savings time shall be four (4) ten-hour work days, two (2) employees shall work Monday through Thursday and two (2) employees shall work Tuesday through Friday, commencing at 6:00 a.m. and ending at 4:00 p.m.

Any employee who, having completed his normal day's work, and having left the premises of the Village, is called back to do emergency work prior to the starting time of the next regular shift, shall be paid one and one half (1-1/2) times the hourly rate for all hours worked with a guarantee of a minimum of two (2) hours for each recall. Such hours are to be in addition to the workweek.

Any employee who performs Village requested work before or after their regular start time shall be paid an additional \$.50 per hour for that time worked outside of their normal shift, provided such work does not qualify as overtime work. If an employee receives overtime pay for performing such work, then they will not be paid the additional \$.50 per hour.

"Standby" shall be assigned to each employee on a weekly basis and shall be rotated among employees according to seniority. The scheduled employees shall receive 15 hours pay per week. In weeks in which there is one non-weekend holiday, the employee on standby shall receive 20 hours pay, and in weeks in which there are two scheduled non-weekend holidays, the employee shall receive 25 hours pay. Such pay shall be in addition to the regular workweek pay. During the standby assignment, employees shall be entitled to keep a Village truck at their residence to respond to emergencies.

VISITORS

We welcome all visitors however; we request that all visitors, whether conducting business with the Village or simply visiting another employee follow all security procedures. The employee(s) the visitor is seeking will be contacted for direction. This control is necessary to prevent unauthorized persons from entering the premises for safety, productivity, loss prevention, confidentiality and insurance liability reasons, and to facilitate meetings with authorized visitors. Except in emergencies, non-employee visitors at job sites are prohibited.

EMPLOYEE BENEFITS

Unless otherwise noted, employee benefits are restricted to regular full-time employees. Regular part time employees (those averaging 25 hours or more per week throughout the year) who have been employed by the Village for more than two (2) years (hereafter referred to as "eligible part-time employees") shall receive certain benefits as provided herein.

VACATION

Regular full-time employees shall be awarded 40 hours of vacation following the completion of the 90-day orientation period (i.e., if an employee starts on January 1, vacation would be awarded on April 1). Additional awarding of vacation will begin January 1st after the orientation period as follows:

January 1:	80 hours	13 Years:	200 Hours
1 Year:	88 Hours	14 Years:	208 Hours
2 Years:	96 Hours	15 Years:	224 Hours
3 Years:	104 Hours	16 Years:	232 Hours
4 Years:	112 Hours	17 Years:	240 Hours
5 Years:	128 Hours	18 Years:	248 Hours
6 Years:	136 Hours	19 Years:	256 Hours
7 Years:	144 Hours	20 Years:	264 Hours
8 Years:	152 Hours	21 Years:	272 Hours
9 Years:	160 Hours	22 Years:	280 Hours
10 Years:	176 Hours	23 Years:	288 Hours
11 Years:	184 Hours	24 Years:	296 Hours
12 Years:	192 Hours	25 Years:	304 Hours

Vacation time must be taken in hourly increments, with a maximum of two (2) weeks to be taken at any one time. Up to 40 hours of awarded and unused vacation time may be carried forward to the next year. Employees shall submit a written vacation request for approval based on the established department procedures. If the employee is requesting a full week or more, the request should be made at least two (2) weeks prior to the week the vacation is to be taken. In cases of an emergency need for time off, the employee shall give as much notice as possible. In the event of a conflict in vacation scheduling, seniority will be taken into account in setting the vacation schedule.

Eligible part time employees shall be awarded 80 hours paid vacation per year and they must follow the same request and approval process as other employees in their department.

Upon termination of employment for reasons other than termination of employment by the Village, awarded and unused vacation will be paid out if proper written notice has been given by the employee.

HOLIDAYS

All regular full-time employees of the Village will receive holiday pay for the following 13 holidays:

New Year's Day
Martin Luther King Jr Day
President's Day
Friday before Easter
Memorial Day
July 4
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

If any of the above-mentioned holidays fall on a Saturday, the last regularly scheduled workday shall be considered to be the holiday. If any of the above-mentioned holidays fall on a Sunday, the following Monday shall be considered to be the holiday.

In the event an employee must work on one of these holidays because of conditions within the Village, they will be paid holiday pay, plus time and one half for all hours worked. Unless excused in advance, to be eligible to receive holiday pay an employee must work their regularly scheduled day immediately before and after the holiday. Any employee who reports being sick their regularly scheduled day immediately before or after the holiday may, at the discretion of their department head, be required to furnish a doctor's certificate of illness in order to receive the holiday pay. Eligible part time employees shall receive one-half of their regular scheduled pay on all holidays.

PERSONAL TIME

All regular full-time employees shall be granted 32 hours of paid personal time on January 1st of each year. This personal time may be used for any personal reason. Personal time may be taken in one (1) hour increments. Unused personal time not used in any year will be forfeit and may not be carried forward to the following year nor will unused personal time be paid upon termination of employment for any reason. Eligible part time employees shall be granted to 16 hours personal time per year.

SICK LEAVE

Regular full-time employees shall be awarded one (1) sick leave day per month (12 per year.) Sick leave will be paid at the employee's rate of pay at the time the leave is taken. Sick leave can be taken in one (1) hour increments. Sick leave may be used for the employee's own illness and for the illness of an immediate family member (spouse, children, mother, father). Sick leave may also be used to supplement time away from work while receiving worker's compensation benefits to the extent of the employee's regular weekly earnings. Sick leave days may be carried over to the following year, and may be accumulated up to a maximum of 120 days. Employees shall be responsible for recording all sick time taken on their daily time card. Upon request, an employee shall provide a doctor's report to the village treasurer for any time taken under this policy.

After completing 10 years of service, should an employee retire, separate their employment for any reason to include death, all accumulated and unused sick leave not to exceed 120 days, shall be paid in full to a Health Reimbursement Account (HRA) on behalf of the employee. The funds shall be paid at the employee's rate of pay at the time of separation.

VOLUNTARY SICK LEAVE FUND

If an employee exhausts all their sick leave, accumulated personal time, vacation or any other accrued leave, due to personal illness or injury, the employee may notify the village treasurer with a request to access the voluntary sick leave fund.

Upon such a request, the village treasurer will notify all other employees of the need for additional sick days and the projected number of days needed. Employees may voluntarily contribute a maximum of five (5) sick leave days per year, provided the donating employee has at least 10 sick days available to them at the time of the donation. Based on qualified employees donating sick leave, the village treasurer will only collect enough donated sick leave to cover the projected amount being requested.

If additional sick leave days are needed by the requesting employee, the village treasurer will again notify qualified employees of the need for addition sick leave days. Donating employees will remain anonymous. When the employee becomes eligible to receive long-term disability benefits, the employee will no longer be eligible to receive donated sick leave.

In the event there is reason to believe an employee is abusing this benefit, the village clerk or treasurer will meet with the employee to discuss the potential abuse and hopefully resolve any concerns. The village clerk and treasurer have the right, based on findings from the meeting, to stop the individual employee's use of voluntary sick leave.

OVERTIME

All non-exempt employees will be paid overtime at the rate of one and one-half (1 ½) times for all hours worked in excess of 40 hours in a workweek. The Village will pay overtime compensation to all non-exempt employees based on actual hours worked. Any overtime work must be pre-approved or assigned by your department head. In the event circumstances do not permit pre-approval (i.e., emergency calls, snow removal, etc.), your department head must be notified of your overtime hours within 24 hours of when the hours were worked. No "off-the-clock" work will be authorized or paid for. Holidays, workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations. Absent extreme circumstances, no employee shall work more than 12 hours in a 24-hour period.

The Village agrees to pay any employee a minimum of two (2) hours pay if they are required, as part of their job description, to attend a committee meeting and take notes of the proceedings.

COMPENSATORY TIME

Compensatory time is defined as time off from an employee's regular work schedule in lieu of receiving overtime pay. When allowed, compensatory time will be calculated at the rate of one and one-half (1 ½) hours for every overtime hour worked. The choice between receiving compensatory time or overtime pay shall be at the sole discretion of the employee. This choice must be made each pay period in which overtime is worked and it must be communicated to the village treasurer by 10:00 am on Monday of the week in which the overtime would be paid. A renewable cap of 40 hours shall be in effect each year with the employee being able to carry over up to 40 hours of compensatory time into the next year. Compensatory time will be scheduled at the request of the employee, subject to the approval of their department head.

COMPENSATION

All employees will be paid bi-weekly through direct deposit to the employee's bank of choice. Wage increases will be based on evaluations and must be approved by the village board. If an employee has any concerns about their bi-weekly pay or believes a payroll deduction has been made that is incorrect, the employee should immediately raise the concern with the village treasurer. An investigation into the concern will be initiated and if substantiated the error will be fixed as soon as possible, but no later than the next regular payday.

RECORD KEEPING

It shall be the responsibility of the employee to assure proper recording of hours worked. Records of time worked in each department shall be reviewed by the appropriate department head, signed, and submitted to the village treasurer by 10:00 am every other Monday.

EMPLOYEE EXPENSE REIMBURSEMENT

Any employee incurring reasonable pre-approved out of pocket expenses for authorized Village business, to include the use of a personal vehicle for Village business, shall be reimbursed in accordance with the Village's Travel Policy. For a copy of the Travel Policy and any questions related to the policy please contact the village treasurer.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Leave Entitlements: Eligible employees can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- Birth of a child or placement of a child for adoption or foster care.
- To bond with a child (must be taken within 1 year of the child's birth or placement).
- To care for a spouse, child, or parent with a qualifying health condition.
- For the employee's own qualifying health condition that results in an inability to work.
- Exigencies related to foreign military deployment of spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

Eligible employees do not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or at a reduced schedule.

Employees may choose, or the Village may require, use of accrued paid leave while taking FMLA leave. If an employee decides to substitute accrued paid leave for FMLA leave, the employee must comply with the Village's normal paid leave policies.

Benefits & Protections: While employees are on FMLA leave, the Village will continue to offer health coverage(s) as if the employee were not on leave; employee remains responsible for their portion of any premium cost.

Upon return from FMLA leave, most employees are restored to the same job or one similar with equivalent pay, benefits, and other employment terms and conditions.

The Village will not interfere or retaliate against anyone using or trying to use FMLA leave.

Eligibility Requirements: An employee must meet two (2) criteria:

- Have worked for the Village for at least 12 months.
- Have at least 1,250 hours of service in the 12 months before taking leave.

Requesting Leave: Generally, employees provide a 30-day notice of the need for FMLA leave. If not possible, as soon as possible.

Employees do not have to share medical diagnosis, but must provide enough information so as to determine if the leave qualifies for FMLA protection. Employees must inform the Village if the need for leave is for a reason for which FMLA leave was previously taken or certified.

The Village can require certification or periodic recertification supporting the need for leave. If certification is incomplete, written notice indicating such and what additional information is needed is required.

Employer Responsibilities: Once the Village becomes aware that a need for leave qualifies under FMLA, the Village must notify the employee about eligibility. If eligible, provide a notice of rights and responsibilities. If ineligible, provide the reason.

If leave is designated as FMLA, the Village must notify how much.

Enforcement: Employees may file a complaint with the US Dept. of Labor, Wage and Hour division, or may bring a private lawsuit against the Village.

FMLA does not affect any federal or state law prohibiting discrimination or supersede and state or local law that provides greater family or medical leave rights. For more information contact the village clerk or treasurer.

LEAVES OF ABSENCE

Unpaid leaves of absence for personal reasons may be granted by the department head upon written request from any employee, depending on the nature of the request, and the effect on Village operations. Any leave should be requested as far in advance as possible in order to afford sufficient time to cover an employee's absence. The employee may use vacation or personal time to cover any potential loss of pay as a result of receiving approval for this unpaid leave. The Village will continue to maintain the employee's insurance coverage during the approved leave of absence. For any portion of the approved leave that is unpaid, the employee will be responsible for making arrangements with the village treasurer for payment of their portion of the insurance premiums.

MEDICAL AND DENTAL INSURANCE

On the first day of the month following 30 days of employment, eligible employees are entitled to participate in the health insurance plan offered by the Village. Based on an annual evaluation of costs associated with providing medical and dental benefits, the Village will establish any premium amount to be paid by the employee. When changes occur regarding the insurance plan and any associated premium costs to the employee, the Village will notify affected employees as soon as possible after the change is known and before any change in premium payment is required.

The Village agrees to maintain and pay into a Health Savings Account (HSA) on behalf of the employee \$2,000 for an employee with single plan coverage and \$4,000 for an employee with family coverage. The HSA funds can be used for any medical expense covered by the plan documents controlling the HSA.

EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program is provided through our health care provider for employees who would like to utilize the service. Please see the village clerk or treasurer for further information.

RETIREMENT BENEFITS

All eligible employees, as that term is defined by the Wisconsin Retirement System rules, are entitled to participate in the Wisconsin Retirement System. Contributions to the Wisconsin Retirement System shall be made by the Village and/or by employees, according to the provisions in Act 10 and 32.

DISABILITY BENEFITS

All eligible employees, as that term is defined by the Wisconsin Retirement System rules, are entitled to participation in the Wisconsin Income Continuance Plan. Contributions to the Wisconsin Income Continuance Plan shall be made by the Village and/or by employee, according to its provisions. This benefit applies to long-term disability benefits only. Short-term disability is available to employees on a voluntary basis through AFLAC and those employees interested should contact the village clerk or treasurer for more information.

JURY DUTY

Jury duty is every citizen's responsibility and obligation. Employees called to serve on jury duty must promptly report the notice of jury duty and associated dates to their department head and the village clerk and treasurer. While serving on a jury, all employees shall be paid their regular wages not to exceed eight (8) hours per day, up to a maximum of two (2) weeks. In the event jury duty lasts longer than two (2) weeks, the employee will be given a leave of absence without pay for the remainder of the jury duty service. In such a circumstance the

employee may use vacation or personal time to cover the loss in wages. While serving on jury duty employees will be required to be at work on their regular schedule before and after jury duty each day unless the schedule of jury duty or the court prevents them from doing so. Employees must submit to the village clerk a statement from the court official indicating actual time served.

BEREAVEMENT LEAVE

The Village provides this policy to protect the employee from loss of wages when time away from work is required due to the death of a close relative. Pay received under this benefit is defined as an employee's pay for their regular schedule. All employees will be granted up to five (5) days off with pay to arrange and attend the funeral of a spouse, child, parents or siblings. Up to three (3) days off with full pay will be granted to attend the funeral of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, aunts, uncles, or any relative residing with the employee in the same house. In all cases the employee shall immediately notify their department head of the need for any absences under this policy.

Should the employee need additional time off under this policy it will be without pay unless the employee decides to use awarded but unused vacation or personal time. Such additional time off is not automatic and your department head may deny the additional time based on operational needs at the time.

MILITARY LEAVE

In compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), employees who are a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves, Public Health Service or any other category designated by the President of the United States under USERRA will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees must provide reasonable prior notice for leave to their department head and the village treasurer unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Time taken for this purpose will not count against the employee under our attendance policy and employees may use any awarded but unused vacation or personal time for any time taken under this leave.

CIVIL AIR PATROL LEAVE

Unless the leave unduly disrupts operations, the Village shall grant a leave of absence without pay for time spent rendering service as a member of the civil air patrol. Such leave must be based on a request and under the authority of the state or any of its political subdivisions. You may use vacation to cover the lost time.

ELECTION OFFICIAL LEAVE

If you are appointed to the position of election official, you will be allowed a leave of absence for the 24-hour period of each election day in which you serve in your official capacity. If you serve as an election official, you must provide your supervisor and the village administrator with at least seven (7) days' notice prior to the need to serve. The Village will pay the difference between what you earned as an election official and what you would have earned if you had worked your normal schedule. You must provide the village administrator with documentation from the municipal court verifying what you were paid and the actual time you worked as an election official to be paid for this leave.

EMERGENCY RESPONDER LEAVE

If you are an emergency responder within your community, you will be allowed to be late or absent from work if the time away from work is due to you responding to an emergency. This leave is unpaid although awarded and unused vacation can be used for the time lost from work. To qualify for this leave you must:

- No later than 30 days after becoming an emergency responder you must submit a written statement signed by the head of the organization that you are an emergency responder.
- When dispatched to an emergency you will make every effort to notify your supervisor and the village administrator of your need to respond. If notification is not possible or you are unable to contact your supervisor and the village administrator, you must submit a written statement signed by the head of the organization explaining why prior notification could not be made.
- Upon a request from the Village, when you respond in your capacity as an emergency responder, you will provide a written statement from the head of the organization certifying that you were responding to the emergency at the time you were late or absent from work. The written statement must include the date and time of the response.
- When your status as an emergency responder changes, including termination of the status, you shall notify the village administrator.

WITNESS DUTY AND CRIME VICTIM LEAVE

The Village realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness, because you or a close family member were victimized by a criminal act, or when serving as a victim representative of a crime victim. A victim representative is:

- The guardian or custodian of a child of a deceased victim if the child is under 18 years of age.
- The parent, guardian, or custodian of a victim of an assaultive crime, if the victim is under 18 years of age; or
- A person designated to act in place of a victim of an assaultive crime while the victim is physically or emotionally disabled.
-

The Village provides unpaid leave to attend those proceedings if you are required to attend. You must provide at least 48 hours' notice in advance to your supervisor and the village administrator to plan for this leave. If it is impractical or an emergency prevents providing advance notice, provide notification as soon as possible. We reserve the right to require you to provide proof of the need for leave to the extent authorized by law. Leave under this policy is unpaid. You may use awarded and unused vacation to cover hours lost from work. Any information related to your leave will be kept confidential by the Village. This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

LONGEVITY INCENTIVE

The Village recognizes the importance of job continuity that long-term employees bring to the efforts of the Village. As a result, the Village has established a longevity incentive pay program. Once qualified, full-time and regular part-time employees shall be paid an incentive for longevity pay on December 1st of each year. Full-time employees qualify for this benefit once they have completed five (5) years of service. The Village agrees to pay qualified employees longevity pay as follows:

Employment Completed

Longevity Pay

Full-time five (5) through nine (9) years	\$500/each year
Part-time five (5) through nine (9) years	\$250/each year
Full-time 10 through 14 years	\$1,000/each year
Part-time 10 through 14 years	\$500/each year
Full-time 15 years	\$1,500
Part-time 15 years	\$750

Full-time every five (5) years after completing 15 years	an additional \$500/year
Part-time every five (5) years after completing 15 years	an additional \$250/year

CONTINUING EDUCATION OPPORTUNITIES

Employees attending workshops, conventions or other schooling for business purposes shall be compensated up to a maximum of eight (8) hours per day of attendance. Non-commuting travel time shall be paid at the employee's regular rate, as provided by law. Employees must have their department head approve all educational opportunities prior to the employee enrolling.

TUITION REIMBURSEMENT

In order to provide an incentive for employees who desire to participate in job related educational programs on their own time, a tuition reimbursement program has been established. All employees who desire to participate in this program shall submit their request to the finance/personnel committee chair stating the school which they desire to attend, the subjects of instructions, the number of credits, tuition and major or program the classes will be applied to. All requests are subject to review and approval by the finance/personnel committee. The finance/personnel committee is solely responsible for determining if the request for reimbursement is for educational programs directly related to the employee's job responsibilities. Requests receiving approval will qualify for reimbursement. Any approved reimbursement is for tuition expense only.

Upon successful completion of each course the employee shall present to the finance/personnel committee chair an official school record indicating at least a "C" or 2.0 on a 4.0 scale in the subjects taken in that semester together with an application for reimbursement of the tuition costs. In addition, the employee shall submit documentary evidence indicating that the tuition costs have been paid. Upon compliance with the provisions of this section, reimbursement shall be made for tuition costs by the Village. No reimbursement shall be made for tuition costs which have been paid under any veteran's benefits program, grant, subsidy or other program of a similar nature. Employees shall be eligible for annual reimbursements up to \$1,500.00.

EDUCATION INCENTIVE

All employees who receive an advanced degree (e.g., A.S, B.S., B.A., M.S., J.D., Ph. D. etc.) after their employment with the Village begins, shall receive an additional, one time increase of 5% to their base wage upon verified proof that the employee had obtained such a degree from an accredited college. The finance/personnel committee shall complete verification of the degree and have final approval of the one-time increase.

CREDIT CARDS

Designated employees, approved in advance by the finance/personnel committee, shall be issued a credit card by the Village. The purpose of the credit card is to provide an alternative method of payment for goods and services directly related to conducting Village business. Those employees issued a credit card will also be provided with a copy of the full "Village of Somerset Credit Card Policy" which they will be required to sign indicating their acceptance of the conditions of the policy. Any questions concerning credit cards and the associated policy are to be directed to the village treasurer.

ADDITIONAL BENEFITS

Other benefits, such as a flexible spending plan, life insurance, etc. are available to full-time employees on a voluntary basis. Please see the village clerk or treasurer for further information.

PERFORMANCE STANDARDS AND BEHAVIOR

ATTENDANCE

The Village views consistent attendance and punctuality to be an integral part of excellent performance. Absenteeism and tardiness place an undue burden on other employees and the Village as a whole. We expect that every employee will be regular and punctual in attendance. This means being ready to work at your scheduled start time each day. Employees are also expected to return from scheduled breaks and meal periods on time. Should undue or recurrent absence and tardiness occur, the employee may be subject to disciplinary action, up to and including termination.

If you are unable to report for work for any reason, or if you will be late for any reason, you must notify your department head as early as possible, but always prior to your scheduled starting time. Employees who are going to be absent for more than one (1) day should provide their department head with an expected date of return and also provide updates as to their continued ability to return on the date indicated. If an illness or emergency occurs during work hours that cause the employee to need to leave the job prior to the end of their regular shift, they must notify their department head prior to leaving. The Village reserves the right to ask for a physician's statement in the event of an illness of any duration or multiple illnesses or injuries.

If an employee fails to notify their department head for three (3) consecutive days of absence, we will presume that the employee has voluntarily resigned. We will review any extenuating circumstances presented by the employee that may have prevented them from calling in before being separated.

PERFORMANCE EVALUATIONS

The Village will endeavor to conduct periodic performance evaluations on at least an annual basis. Employees will receive performance evaluations conducted by their supervisor and all department heads and supervisors will receive their evaluation by the finance/personnel committee.

VILLAGE EQUIPMENT

Equipment owned by the Village must be treated respectfully at all times. Intentional or careless misuse or abuse will result in discipline. All gas, oil, maintenance, and repair work shall be provided by the Village. In the event a Village owned vehicle or other piece of equipment is involved in an accident or other occurrence causing damage to such equipment, the employee issued the equipment must contact their department head and village clerk immediately, or by the next business day. Any accident report must be filed with the police within 12 hours of the occurrence and a copy of the report must be provided to the village clerk. As deemed necessary, the Village will provide cell phones and vehicles to some employees, based on their job responsibilities for Village business use. No employee shall use Village owned equipment for personal use, or allow others to do so.

CONFIDENTIALITY

Although Village employees are not agents of the Village, they are often seen as representatives of the Village by members of the public. No employee shall provide information regarding Village pending decisions or policy to members of the public unless specifically requested to do so by the village board. In addition, all employees will be required, as a condition of employment, to sign a separate "Confidentiality Policy" when they are hired.

PRIVACY IN CONNECTION WITH EMPLOYMENT

The Village reserves the right to investigate and to interview employees in the course of implementing and enforcing our policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees' persons, vehicles, work stations and

locations, furniture, clothing, purses, briefcases, luggage, lockers, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, Internet and telephone communications and databases and any and all other articles or information within their possession or control while employees are on duty. The Village may, in its sole discretion, take into custody any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, or to required tests, may lead to disciplinary action, up to and including termination.

OUTSIDE EMPLOYMENT

Employees may engage in outside employment (including self-employment) or any non-employment activities while working for the Village so long as such activity does not conflict with business conducted by the Village or prevent the employee from meeting the performance standards of their position with the Village. As an employee, your work obligations for the Village, including any overtime, must take precedence over any outside employment or related activity. Our property, office space, equipment, materials and any other confidential information may not be used for any purposes relating to outside employment.

SOLICITATION AND DISTRIBUTION

In order to minimize disruption to operations and to help ensure the security of employees and property, solicitation and distribution of literature or other materials by non-employees is prohibited. In addition, solicitation and distribution of literature or other materials by employees is not permitted during working time or in work areas unless authorized in advance by your department head.

WORK ATTIRE/DRESS CODE

Police and public works employees shall wear Village uniforms at all times while performing work for the Village. A reasonable uniform allowance shall be provided by the Village for all employees in these two departments. Public works employees shall receive an annual clothing allowance of \$500. The Village shall furnish all job-related equipment deemed as required for public works employees to carry out their job responsibilities. Newly hired public works employees will be allowed a clothing allowance based on a pro-rated basis. Unused portions of the allowance shall be carried over from one year to the next with the total balance including carryover not to exceed \$1000. The allowance shall cover the purchase of pants, jeans, slacks, shirts, sweatshirts, outerwear, thermal wear and footwear or other appropriate clothing as approved by the department head. Some personal safety equipment such as gloves, protective glasses, vests, etc. are provided by the Village. Information concerning a uniform allowance for police employees is contained in their collective bargaining agreement. All other Village employees shall dress in appropriate casual business attire while working.

USE OF ELECTRONIC COMMUNICATIONS

The Village provides for the use of electronic mail, voice mail, internet to its employees for legitimate business purposes. Personal use of these electronic communications tools should be kept to a minimum. These systems are the property of the Village, which is responsible for ensuring that they are not misused. Employees should have no expectation of privacy with respect to their use of these systems. The Village reserves the right to monitor any electronic communications, either randomly or if there is reasonable belief that employee use of these systems violates Village policies, criminal or civil laws. Employees are specifically prohibited from using electronic communications to engage in behavior that would violate the Village's harassment policy, including sending messages containing inappropriate jokes, racial or ethnic slurs, or sexual innuendoes, and downloading, copying or sending confidential information to third parties.

SOCIAL MEDIA POLICY

The Village strives to provide the public with accurate and timely information, communicated in a professional manner, and in accordance with the laws regarding public information and data practices. The Village also recognizes that employees and board members may sometimes comment on Village matters outside of their official role with the Village. Therefore, this policy provides guidelines for both employees and board members when communicating on matters pertaining to Village business. Definitions that apply are:

- **Blogs:** a type of website, usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video.
- **Social Media:** primarily Internet and mobile-based tools for sharing and discussing information among people.
- **Social Network Sites:** web-based services that allow individuals to (1) construct a public or semi-public profile within a bounded system, (2) articulate a list of other users with whom they share a connection, and (3) view and traverse their list of connections and those made by others within the system. The nature and nomenclature of these connections may vary from site to site.

All Village employees and board members have a responsibility to help communicate accurate information to the public in a professional manner. Any employee or board member who identifies a mistake in reporting should bring the error to the attention of their department head or the village clerk or treasurer. Regardless of whether the communication is in the employee or board member's official role or in a personal capacity, employees and board members must comply with all laws and follow all Village policies that apply.

In general, the Village views social networking sites (e.g., Myspace, Facebook, etc.), personal web sites, and weblogs positively and respects the right of employees and board members to use them as a medium of self-expression. If an employee or board member of the Village chooses to identify themselves as an employee or board member of the Village on such Internet venues, some readers of such sites or blogs may view the employee or board member as a representative or spokesperson of the Village. Considering this possibility, the Village requires that employees and board members observe the following guidelines when referring to the Village, its programs or activities, its elected and appointed officials, and/or other employees, in a blog or on a web site:

1. Be respectful in all communications and blogs related to or referencing the Village, its elected and appointed officials, and/or other employees.
2. Make clear disclaimers that the views expressed by the author in the blog are the author's alone and do not represent the views of the Village. Employees and board members must be clear and write in first person and must be clear they are not speaking on behalf of the Village.
3. Be aware that their online presence can reflect on the Village and that actions captured via images, posts, or comments can be interpreted to reflect the Village.
4. Do not use obscenities, profanity, or vulgar language.
5. Do not use blogs or personal web sites to disparage the Village, elected or appointed officials, or other employees.
6. Do not use blogs or personal web sites to harass, bully, or intimidate other employees or board members.
7. Do not use blogs or personal web sites to engage in conduct that is prohibited by Village policy or ordinance.
8. Do not post pictures of other employees or board members on a web site without first obtaining their written permission.
9. Do not post pictures of themselves in any type of clothing depicting them as Village employees.

10. If an employee or board member chooses to identify themselves as an employee or board member of the Village, they must use their real name and be clear about their role within the Village.
11. Employees and board members may not comment on anything related to legal matters, litigations, or any parties the Village may be in litigation with.
12. Employees and board members may not use personal social media account names or email names that are tied to the Village (e.g., SomersetCop).
13. Employees and board members should be vigilant about protecting themselves and their privacy and remember that whatever is published is widely accessible and will be around for a long time.

CELL PHONE USE

Due to the emergency nature of their jobs, the Village provides cell phones to employees in the police and public works departments. Employees are expected to use these cell phones for Village business however; a limited amount of personal use of the cell phone is acceptable. Employees with Village issued cell phones must be aware that their use is subject to the same monitoring by the Village as any other electronic communication systems provided by the Village to employees.

RULES OF CONDUCT AND DISCIPLINE PROCEDURE

Rules of conduct are essential in promoting a productive work environment and are designed to provide notice of the Village's expectations of employees. Our objective is to work with employees to solve problems. However, any conduct that interferes with, or adversely affects the Village is grounds for discipline ranging from warning to immediate termination. Willful violations of Village policies, civil or criminal laws, or common courtesy will result in discipline. While the Village will generally attempt to counsel employees prior to carrying out more severe discipline, it reserves the right to immediately terminate an employee if the circumstances warrant such action. Employees who exhibit behavior suggesting they do not wish to be part of our workforce will be treated accordingly.

We expect employees to know, understand and adhere to these rules, which are intended to protect the interests and safety of all employees, customers, the public, visitors and of the Village. Because it is not possible to provide a set of rules that covers every situation or lists every type of unacceptable behavior, the following are examples of conduct that may result in discipline:

1. Failure to notify your department head in advance of an absence or tardiness.
2. Unacceptable absenteeism or tardiness.
3. Leaving work prior to the completion of your schedule without the prior authorization of your department head.
4. Failure or refusal to follow instructions or directives from department heads or management.
5. Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct or report an unsafe condition or report injuries or accidents in a timely manner.
6. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee or Village products, supplies, money, property or equipment.
7. Possession, consumption, or transfer of illegal drugs or alcohol on the job or reporting for work or working under the influence of either illegal drugs or alcohol.
8. Abusive language, disrespectful behavior, verbal or physical intimidation, fighting or insubordination.
9. Making false, defamatory, or malicious statements, claims or charges regarding the Village, its employees, or policies to the Village or to a third party including current or prospective customers, employees, vendors, or other business partners.
10. Working on personal matters during working time.

11. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to the Village.
12. Disclosure of confidential, proprietary or otherwise restricted information regarding the Village, its employees, or its customers or vendors.
13. Violation of any Village policies, or failing to meet reasonable Village expectations.
14. Providing false or inaccurate information to the Village, including, but not limited to, information provided on an employment application.
15. Inaccurately reporting or recording one's own time and (without prior department head approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not).
16. Disorderly, dangerous, wasteful or careless conduct.
17. Gambling on Village premises (including Village parking lots or any site where Village business or approved activities are taking place).
18. Possession of firearms, explosives, weapons or other dangerous or unlawful materials or contraband on Village property, Village parking lots or Village job sites.
19. Unauthorized use of telephones, facsimile, mail, e-mail, copiers, computer or other equipment of the Village.
20. Smoking, the use of any tobacco products or vaping on Village premises, vehicles or job sites.
21. Uncooperative, rude or offensive treatment of customers or business contacts in person, in writing or by phone.
22. Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk.
23. Committing a felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects the Village by bringing the Village into disrepute, exposing the Village to the risk of liability or expense, undermining the employee's ability to effectively perform their duties or reducing coworker or customer confidence in the employee.
24. Inadequate performance, violation of any Village policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Village or any other conduct which the Village determines to be averse to its business interests.

DISCIPLINE PROCEDURE

An employee whose work-related actions or behavior is contrary to the Village rules or who violates a rule of common sense or decency may face discipline or corrective action up to and including termination. The basic purpose of any type of corrective action is to assist the employee to improve performance, behavior or conduct, and additional training, modification of job expectations, etc., may be part of the discipline process if deemed appropriate by management, but such activities will not replace any specific level of discipline.

Our disciplinary process provides a progressive approach for responding to unacceptable employee behavior; however, the action to be taken depends on the nature of the offense and, in some cases, the employee's past record. The action taken by the Village to an offense can range from informal counseling to immediate termination. No employee is guaranteed the right to progressive discipline. We will exercise judgment in determining if the severity of the employee's action should result in immediate termination.

For the purposes of the discipline process, "offense" will refer to any and all employment offenses, customer complaints, performance issues and other violations. When using progressive discipline, the Village will follow the progressive disciplinary process outlined below:

Informal Warning (Documented)

The normal response to a first offense is to give the employee an informal warning and to counsel on what needs to change and how it must change. The following conditions apply to the informal warning:

- Although the warning will be made verbally to the employee, it will also be documented with a copy of the documentation given to the employee and also placed in the employee's personnel file. In addition to noting the date of the offense and discussion, the department head will also indicate on the document the date the copy was provided to the employee.

Written Warning

In the event of a subsequent offense, a written warning may be given to the employee. A written warning does not need to involve either the same offense for which prior counseling was given or an equivalent offense. The following conditions apply to the written warning:

- The written warning will clearly describe the specific offense and warn the employee of the possible future consequences if there are additional offenses. Possible future consequences include: a final warning, suspension and/or termination.
- The department head will ask the employee to acknowledge their receipt of the written warning by signing the written warning document. If the employee refuses to sign the document, the refusal must be witnessed by the village clerk or treasurer who will sign the document indicating that the employee saw the warning and refused to sign. A copy of the written warning will be given to the employee and also placed in the employee's personnel file.

Final Written Warning

A final written warning may be issued if another offense occurs. The final warning does not need to involve either the same offense for which prior counseling (or a written warning) was given or an equivalent offense. The following conditions apply to the final written warning:

- The final warning will be in writing and specifically state that the employee may be terminated for any subsequent offense or failure to meet performance standards.
- The department head may suspend the employee for a defined period if it is deemed appropriate as part of the final written warning.
- The department head will ask the employee to acknowledge their receipt of the final written warning by signing the written warning document. If the employee refuses to sign the document, the refusal must be witnessed by the village clerk or treasurer who will sign the document indicating that the employee saw the warning and refused to sign. A copy of the final written warning will be given to the employee and also placed in the employee's personnel file.

Termination

- If the employee commits any further offense or fails to improve performance to meet the standards specified in the formal written warning, the employee may be terminated.

The Village reserves the right to deviate from the specific steps of discipline listed in this policy when circumstances warrant. No department head may give a final written warning, suspend or terminate an employee without first reviewing the decision with the finance/personnel committee and the village clerk.

DRIVER POLICY

To ensure the safety of our employees and as a general public safety effort, when using personal vehicles or Village vehicles for business purposes the following guidelines have been established and must be followed:

Driver Qualifications

- Employees must maintain a valid driver's license and a comprehensive insurance policy that meets state requirements. The Village may request proof of insurance.
- Employees must maintain an acceptable driving record. An unacceptable driving record may include, but is not limited to, being under the influence of drugs or alcohol, refusing an alcohol test, leaving the scene of an accident, using a vehicle to commit a felony, or committing more than one major traffic offense over the past 24 months, including speeding by 15 miles per hour or more, driving recklessly, making improper or erratic lane changes, following too closely, or violating a traffic control law in connection with a fatal accident.

Driver Expectations

- Employees must receive prior approval from their department head before using a personal vehicle for work-related reasons.
- Employees and all other passengers must wear their seat belts at all times.
- Texting while driving is prohibited.
- Use of drugs, alcohol or other substances, including prescription medications or over-the-counter medications that impair driving ability, is prohibited.
- Employees must follow all traffic rules and regulations.
- Employees are responsible for all fines associated with moving or parking violations.
- Employees must promptly report accidents to a local law enforcement agent as well as their department head and the village clerk. Collect appropriate information, including name, address, insurance information and driver's license number for each person involved in the accident. Also collect the name of the local law enforcement agent and his/her contact information.

Reimbursement

- The Village will reimburse employees for business use of personal vehicles. This reimbursement assists employees in covering costs associated with the personal vehicle, such as fuel, oil, wear and tear, insurance, and deductibles.
- To qualify for the standard mileage allowance, employees must submit records detailing the time, place, total mileage and purpose of vehicle use within the time limits outlined in the Village of Somerset Travel Policy.
- The Village will establish the standard mileage allowance by January 1st of each year, which may be the rate established by the Internal Revenue Service.

When employees take Village vehicles home the expectation is that they are the only ones authorized to drive the vehicle and any personal use of the vehicle will be minor in nature. Employees are expected to comply with this policy at all times and must report any changes to their driving record or insurance policy to the village clerk within 24 hours of the change. Employees must also report use of any prescription or over-the-counter medications that might impair their driving ability. In such cases the employee may be required to cease all business-related driving immediately and until the use of the medication is longer deemed necessary. Questions regarding the Village's driver policy should be addressed to the village clerk or treasurer.

DRUG AND ALCOHOL POLICY

It is the desire of the Village to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs effectively and safely. All employees working in a safety sensitive position, as defined by the Village, are required to pass a drug test before commencing employment. The Village also adheres to all Department of Transportation (DOT) drug testing and medical review requirements related to employees needing a commercial driver's licenses as part of their job responsibilities.

No employee may be under the influence of illegal drugs or alcohol at any time during working hours. The sale, possession, transfer or purchase of illegal drugs or alcohol by Village employees during work hours substantially impacts the employment relationship and is, therefore, strictly prohibited. Consumption of illegal drugs or alcohol by an employee on duty is not allowed, including while an employee is on any paid break periods in the normal work day, normal hours of training sessions or conferences and at all Village-sponsored events. When using a Village vehicle, either on or off duty, the use of illegal drugs or alcohol is prohibited.

In addition, employees are prohibited from reporting for duty or remaining on duty when the employee uses any controlled substance, including prescription medications, except when the use is pursuant to the instructions of a licensed health care provider who has advised the employee that the substance does not adversely affect the employee's ability to safely and competently perform their job.

Employees may be requested to take a drug or alcohol test if the Village has reasonable suspicion of impairment due to the potential use of illegal drugs or alcohol, or immediately following any on the job injury to include an accident involving the use of Village-owned vehicles or equipment. All employees deemed to be associated with an injury or accident, whether they are injured or not will be subject to post-accident testing. A positive drug or alcohol test result may lead to discipline, up to and including termination. The presence of prescribed medication or appropriately used over-the-counter medication will not result in discipline, unless the use poses a significant safety risk which had not previously been disclosed to your department head. Refusal to submit to a requested drug test constitutes insubordination and is grounds for termination.

Employees with questions on this policy or issues related to drug and alcohol use in the workplace should raise their concerns with the village clerk or treasurer without fear of reprisal. All matters concerning drug or alcohol use or problems associated with such use shall be held in strict confidence. Such information shall be shared only on a need-to-know basis. The Village reserves the right, with 30 days-notice to employees, to implement random and reasonable suspicion drug or alcohol testing.

SAFETY, HEALTH, AND SECURITY

MEDICAL EXAMINATIONS

All employees offered a public works or public safety position will be required to pass a pre-employment physical prior to beginning work. Police department hires are subject to statutory requirements, including requirements of the Law Enforcement Standards Board.

The Village shall have the right, at any time, to require any employee to submit to a medical examination at the expense of the Village by any medical practitioner selected by the Village. In the event the examination shows the employee not to be physically fit, the employee may be laid off without loss of seniority until such time as another physical and medical examination shows them physically fit to return to work.

VILLAGE PREMISES SECURITY POLICY

The Village controls visitor access into our various office areas. These security steps are designed to provide an additional level of safety to our employees by restricting the flow of visitors coming and going from our offices. These security measures are external in nature and although they've provided us with a greater measure of security, it's necessary to take additional steps to assure better internal security and safety for our employees when visitors need to conduct business beyond the confines of the security window. Please be aware of and assist with internal security by adhering to the following steps:

- All visitors to the office complex, except for those specifically escorted into the building by members of the police department must use the front entrance.
- Such visitors will follow the posted instructions and contact the department/employee they are seeking via the intercom system.
- All business should be conducted at the security window. Once the department/employee is contacted by the visitor, the appropriate employee is to go to the security window to accomplish whatever business needs to be done.
- Occasionally it will be necessary for the visitor to enter the office complex through the door at the security window. When this is necessary, and before the visitor is allowed into the office complex, the employee must visually verify the individual and identify the business needed. The department/employee must go to the security door and meet the visitor.
- Under no circumstances is a visitor to be buzzed in and allowed to travel to a department area unescorted. If there is to be any delay in the employee immediately coming to the security door to escort the visitor, the visitor must wait in the secured lobby area and not be buzzed in until the correct department employee is available to greet and buzz in the visitor.

A visitor that is buzzed in and escorted by an employee into their department area to conduct business is to be escorted to the secure lobby area by the employee when their business is complete. The only exception to the procedures outlined above is during Village meetings, Municipal Court and elections when the security door must be kept open.

WORKER'S COMPENSATION

All employees are covered by worker's compensation insurance paid for by the Village. All employees are required to report any injuries or work-related disease to their department head, no matter how slight, as soon as possible after they occur or become known but no later than the end of the shift during which the injury or illness occurred. The department head will coordinate with the village clerk to assure that all necessary

paperwork (i.e., first report of injury, etc.) is completed in a timely manner. Failure to report in a timely manner may adversely affect your rights to benefits and may be grounds for discipline.

SMOKING/TOBACCO USE/VAPING

In the interest of employee and public health, we have elected to provide a tobacco free environment in the Village office areas, Village garage and Village vehicles. Smoking and tobacco use, to include any type of electronic smoking device, is allowed only outside the office building in non-public areas.

EMPLOYEE SAFETY CONCERNS

Any employee who identifies or is given information about a workplace safety issue, concern or incident must notify their department head as soon as reasonably practical, but no later than 24 hours from when the situation is known by the employee. All safety issues, no matter how insignificant they may appear must be reported. Notification to the department head must be a written report of the issue, concern or incident outlining the events that transpired and proposed solution, if any, and shall be signed by all concerned parties.

After receipt of the written report, the department head will conduct any additional investigation deemed necessary and normally issue a final report on findings and conclusions within 14 days of receipt of the written report. Copies of the final report will be given to the employees that signed the original written report, the village clerk and the appropriate committee chair.

In the event the employees signing the original written report wish to appeal the findings and conclusions of the department head they may do so by requesting the village clerk to move their appeal to an Impartial Hearing Officer using the appropriate step found in the grievance procedure.

TEMPORARY LIGHT/RESTRICTED DUTY

The Village will offer light/restricted duty work assignments, to the extent available, to employees who have been injured in the course of employment and are entitled to benefits under the workers' compensation statute provided by the Village. Employees off work due to a non-work-related injury or illness are also eligible for light/restricted duty assignments.

Employees who have been certified for return to work must provide the village clerk with documentation from their physician outlining any and all restrictions so that appropriate placement to a light/restricted duty assignment may be made, to the extent such assignments are available. Some restrictions may prevent any placement in a light/restricted duty assignment, even though those restrictions may permit employment with another employer. Light/restricted duty assignments will be limited in number, and the Village will not create additional assignments when such positions are unwarranted or uneconomic. In all cases, the essential duties of a light/restricted duty assignment must be within the restrictions imposed on the employee.

Employees may not work in these assignments beyond a period of two (2) weeks, subject to availability of assignments. If an employee who is subject to medical restrictions is able to perform all the essential duties of their regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty employee.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

OSHA gives you the right to safe and healthy working conditions. It is the duty of the Village to provide a workplace that is free of known dangers that could harm employees. You also have the right to participate in activities to ensure your protection from job hazards. Your rights include the ability to:

- File a confidential complaint with OSHA to have the workplace inspected.
- Receive information and training about hazards, methods to prevent harm, and the OSHA standards that apply to your workplace. The training must be done in a language and vocabulary you can understand.
- Review records of work-related injuries and illnesses that occur in the workplace.
- Receive copies of the results from tests and monitoring done to find and measure hazards in the workplace.
- Get copies of your workplace medical records.
- Participate in an OSHA inspection and speak in private with the inspector.
- File a complaint with OSHA if you have been retaliated against by the Village as the result of requesting an inspection or using any of your other rights under OSHA.
- File a complaint within 30 days of being punished or retaliated against for acting as a “whistleblower” under the more than 20 additional federal statutes for which OSHA has jurisdiction.

If you believe that working conditions are unsafe or unhealthy, if possible, first bring the conditions to the attention of the Village. It is our sincere desire to address all unknown conditions that may be unsafe or unhealthful.

PUBLIC HEALTH EMERGENCIES

We are in unprecedented times and the seriousness with which we address the safety of our employees has escalated as we work to maintain an environment safe from the effects of such outbreaks as COVID-19. With this guiding principle in mind, it is imperative that each employee comply fully with **any policy provisions addressing public health emergencies which may be posted and updated periodically by the Village.**

GRIEVANCE PROCEDURES

VILLAGE OF SOMERSET EMPLOYEE GRIEVANCE PROCEDURE

In an effort to address employee concerns related to some levels of discipline including termination and workplace safety the Village has established a formal grievance procedure as defined by Wis. Stat. § 66.0509. This grievance procedure does not create a legally binding contract or a contract of employment or in any way alter the at-will-employment relationship between employees and the Village.

I. Purpose and Applicability

This procedure provides an employee with the individual opportunity to address concerns regarding discipline to include termination or workplace safety, to have those matters reviewed by an Impartial Hearing Officer and to appeal those matters to the village board, where appropriate. The Village expects employees and management to exercise reasonable efforts to resolve any questions, problems, or misunderstandings through the Problem-Solving Procedure prior to utilizing the formal grievance procedure. This procedure does not replace or supersede any statutory provision which may be applicable to an employee’s employment with the Village. If an employee is subject to a contractual grievance procedure, the contractual grievance procedure must be followed as applicable.

This procedure shall not apply to any action with library employees subject to the jurisdiction of the library board or any other employee subject to the jurisdiction of a board other than the village board, such as the police and fire commissioner committee.

II. Definitions

Definition of “Discipline”: For purposes of this procedure, “discipline” means any action that results in disciplinary action or suspension without pay, termination or disciplinary demotion/reduction in rank. For purposes of this procedure “discipline” does not include any written or verbal notices, warnings, or reminders and although verbal discipline is documented, it is not subject to the grievance procedure.

Definition of “Termination”: For purposes of this procedure, “termination” means a separation from employment initiated by the Village for disciplinary or performance reasons. “Termination” does not include layoff; furlough or reduction in workforce; reduction in hours; job transfer; reassignment; voluntary termination, including without limitation, resignation or retirement; job abandonment; end of employment due to disability; or action taken as a result of an employee’s failure to meet the qualifications for the position.

Definition of “Employee”: For purposes of this procedure “employee” includes all regular full-time and part-time employees. The term “employee” excludes individuals hired on a limited term, temporary, casual, or seasonal basis; independent contractors; employees within their orientation period; employees covered by a collective bargaining agreement that addresses discipline and termination; elected officials and any employee, official or officer that serves at the pleasure of an appointing authority, as provided by Wisconsin Statutes. For purposes of the procedure for workplace safety, “employee” shall include all regular full-time and part-time employees, elected officials; and, individuals hired on a limited term, casual, or seasonal basis.

Definition of “Workplace Safety”: For purposes of this procedure, “workplace safety” includes, but is not limited to, any conditions of employment related to the physical health and safety of employees, including the safety of the physical work environment, the safe operation of workplace equipment and tools, use of personal protective equipment, and accident risks. “Workplace safety” does not include conditions of employment not directly related to physical health and safety matters, including, but not limited to, hours, overtime, and work schedules. If an employee(s) has exhausted the “Employee Safety Concerns” section of this employee handbook and is not satisfied with the response received from their department head, the employee(s) may proceed to Step 3 of this grievance procedure to pursue their concern.

III. General Provisions

Role and Appointment of “Impartial Hearing Officer”: The Impartial Hearing Officer shall be selected by the village clerk based on the nature of the matter in dispute. For purposes of this policy, the role of the Impartial Hearing Officer will be to define the issues, identifying areas of agreement between the parties and identifying the issues in dispute, and to hear the parties’ respective arguments.

The Impartial Hearing Officer may require the parties to submit documents and witness lists in advance of the hearing in order to expedite the hearing. The Impartial Hearing Officer will have the authority to administer oaths, issue subpoenas at the request of either party, and decide if a transcript is necessary. The Impartial Hearing Officer shall apply relaxed standards for the admission of evidence and may allow or request oral or written arguments and replies.

Costs: Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing, presenting, or defending a grievance. The fees of the Impartial Hearing Officer and the process of recording and producing a transcript will be paid by the Village.

Time Limits: The term “days” as used in this procedure means calendar days, excluding paid holidays as defined in the employee handbook. The Village and grievant may mutually agree to extend time limits, in writing. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday or paid holiday,

the time limit is the next day which is not a Saturday, Sunday or paid holiday as defined in the employee handbook. A grievance or decision or appeal is considered timely if received by the village clerk during normal business hours or if postmarked by 12:00 midnight on the due date.

The Village and grievant may mutually agree, in writing, to waive any step of the grievance procedure to facilitate or expedite resolution of the grievance. If the grievance is not answered within the time limits, the grievant may proceed to the next step in the grievance procedure within seven (7) days. The Impartial Hearing Officer shall have no jurisdiction to address timeliness issues. Issues of timeliness shall be determined by the village clerk.

Scheduling: Grievance meetings and hearings will typically be held during normal business hours. Time spent in grievance meetings and hearings outside the grievant's regularly scheduled work hours shall not be considered as compensable work time.

Representation: The grievant shall have the right to representation at any step in the grievance procedure at the grievant's expense.

IV. Steps of the Grievance Procedure

Step 1: An earnest effort shall be made to settle the matter informally between the aggrieved employee and the employee's department head. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the employee's department head. The written grievance shall give a detailed statement concerning the subject of the grievance, the facts upon which the grievance is based, and indicate the specific relief being sought.

Time Limit: If the employee does not submit a written grievance within 10 days after the facts upon which the grievance is based first became known, or should have been known to the employee, the grievance will be deemed waived. The department head will reply in writing to the employee within 10 days after receipt of the written grievance.

Step 2: If the grievance is not settled in Step 1, and the employee wishes to appeal the decision of the department head, the employee shall request the village clerk to have the grievance reviewed by the finance/personnel committee.

Time Limit: If the employee does not submit the written grievance within five (5) days after the decision by the department head, the grievance will be deemed waived. The finance/personnel committee will reply in writing to the employee within 10 days after receipt of the written grievance.

Step 3: If the grievance is not settled in Step 2, or in the case of a workplace safety concern, the employee is not satisfied with the final report offered by the department head and the employee wishes to appeal, the employee shall submit the written grievance to the village clerk and request a hearing before an Impartial Hearing Officer.

Time Limit: If the employee does not submit a written grievance to the Village Clerk requesting a hearing before an Impartial Hearing Officer within seven (7) days after receipt of the finance/personnel committee's decision, or the final report from the department head in the case of a workplace safety concern, the grievance will be deemed waived. If timely requested, the hearing will normally be scheduled within 30 days of receipt of the request for hearing.

At the conclusion of the hearing, the Impartial Hearing Officer shall render, within 15 business days, a written decision indicating the reasons for one of four (4) decisions: 1) Sustaining the discipline/termination, 2) Modifying the discipline/termination, 3) Denying the discipline/ termination, 4) Recommending additional investigation prior to final determination. In the event the grievance is a workplace safety concern the Impartial Hearing Officer, at the conclusion of the hearing shall render, within 15 business days, a written decision indicating the reasons for one of three (3) decisions: 1) Sustaining the conclusions of the final report, 2) Denying the conclusions of the final report and ordering additional or alternative remedial measures, if applicable, or 3) Recommending additional investigation prior to final determination. In cases where the Impartial Hearing Officer recommends additional investigation, at the conclusion of the additional investigation, a second, follow-up hearing may be scheduled, if necessary. The Impartial Hearing Officer shall render a written decision to the Village and employee within seven (7) calendar days from the date of the second hearing.

Step 4: The Village or employee may appeal the decision of the Impartial Hearing Officer to the village board. The decision of the village board shall be final and binding upon the parties.

Time Limit: The Village or employee may request a hearing before the village board by filing a request for hearing with the village clerk within seven (7) days of receipt of the written decision of the Impartial Hearing Officer. The request must set forth in detail the reasons for the appeal. The non-appealing party shall have 14 days to submit a reply to the detailed request. Once the request for hearing and reply from the non-appealing party are received, a hearing date will normally be scheduled in conjunction with the village board's next regularly scheduled meeting. If not timely submitted by the Village or the grievant, the grievance can no longer be addressed in the grievance procedure.

Level of Review: The village board shall review the written decision of the Impartial Hearing Officer, the reasons for the appeal and the reply. The village board may uphold, modify, or reverse the decision of the Impartial Hearing Officer and shall issue a written decision to the employee and village clerk no later than seven (7) business days from the date of the Village Board meeting.

VILLAGE OF SOMERSET LIBRARY EMPLOYEE GRIEVANCE PROCEDURE

Although employees of the Village of Somerset Library ("Library") are covered under the provisions of this employee handbook it has been determined that they will be subject to a separate grievance procedure as outlined below. This procedure is intended to comply with Section 66.0509, Wis. Stats., and provides a grievance procedure addressing issues related to workplace safety, discipline and termination.

I. Definitions

Definition of "Discipline": For purposes of this procedure "discipline" includes all levels of progressive discipline, but shall not include placing an employee on paid administrative leave pending an internal investigation, counseling, meetings or other pre-disciplinary action, actions taken to address work performance, including use of a performance improvement plan or job targets, demotion, transfer or change in job assignment or other personnel actions taken by the Library that are not a form of progressive discipline.

Definition of "Termination": For purposes of this procedure "termination" shall include action taken by the Library to terminate an individual's employment for misconduct or performance reasons, but shall not include voluntary quit, layoff or failure to be recalled from layoff at the expiration of any defined recall period, retirement, job abandonment, "no-call, no-show", or other failure to report to work or termination of employment due to medical condition, lack of qualification or license, or other inability to perform job duties.

Definition of “Workplace Safety”: For purpose of this procedure “workplace safety” is defined as conditions of employment affecting an employee’s physical health or safety, the safe operation of workplace equipment and tools, safety of the physical work environment, personal protective equipment, workplace violence, and training related to same.

Definition of “Written Grievance”: For purposes of this procedure a “written grievance” filed under this procedure must contain the following information:

- The name and position of the employee filing the grievance.
- A statement of the issue involved.
- A detailed explanation of the facts supporting the grievance.
- A statement of the relief sought.
- The date(s) the event(s) giving rise to the grievance took place.
- The identity of the policy, procedure or rule that is being challenged.
- The steps the employee has taken to review the matter, either orally or in writing, with the library director, and
- The employee’s signature and the date.

All library employee grievances shall be presented through this procedure. In the event a grievance processes through all the steps of the grievance procedure the decision made at Step 4 by the library board is final and binding on all parties.

II. General Provisions:

Time Limits: For purposes of this procedure the term “days” means calendar days, excluding paid holidays as defined in the employee handbook. The Library and grievant may mutually agree to extend time limits, in writing. If the last day on which a grievance is to be filed or a decision is to be appealed is a Saturday, Sunday or paid holiday, the time limit is the next day which is not a Saturday, Sunday or paid holiday as defined in the employee handbook. A grievance or decision or appeal is considered timely if received by the library director during normal business hours or if postmarked by 12:00 midnight on the due date.

The Library and grievant may mutually agree, in writing, to waive any step of the grievance procedure to facilitate or expedite resolution of the grievance. If the grievance is not answered within the time limits, the grievant may proceed to the next step in the grievance procedure within seven (7) days.

The Impartial Hearing Officer shall have no jurisdiction to address timeliness issues. Issues of timeliness shall be determined by the library board president.

An employee may not file a grievance outside of the time limits set forth above. If the employee fails to meet the time limits set forth above, the grievance will be considered resolved. If it is impossible to comply with the time limits due to meeting notice requirements or meeting preparation, the grievance will not be deemed as resolved or waived.

Costs: Each party shall bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees, in investigating, preparing, presenting, or defending a grievance. The fees of the Impartial Hearing Officer will be paid by the Library. An employee will not be compensated for time spent in processing his/her grievance through the various steps of the grievance procedure.

II. Steps of the Grievance Procedure

Step 1: Employees should first discuss complaints or questions with the library director. Every reasonable effort should be made to resolve any questions, problems or misunderstandings that have arisen before filing a grievance. If this effort is not successful, the employee must prepare and file a written grievance with the library director within five (5) business days of when the employee knows, or should have known, of the events giving rise to the grievance.

The library director or designee will investigate the facts giving rise to the grievance and inform the employee in writing of his/her decision, if possible, within 10 business days of receipt of the grievance. In the event the grievance involves the library director, the employee may initially file the grievance with the library board president, or the selected designee, who shall conduct the Step 1 investigation.

Step 2: If the grievance is not settled at Step 1, the employee may appeal the grievance to the library board president or the selected designee within five (5) business days of the receipt of the decision of the library director at Step 1. The library board president or designee will review the matter and inform the employee in writing of their decision, if possible, within 10 business days of receipt of the grievance.

Step 3: If the grievance is not settled at Step 2, the employee may request in writing to the library board president, within five (5) business days following receipt of the library board president's or the selected designee's written decision, a request for review by an Impartial Hearing Officer. The library board president shall select the Impartial Hearing Officer. If timely requested, the hearing will normally be scheduled within 30 days of receipt of the request for hearing.

The Impartial Hearing Officer shall not be a Library nor Village employee. In all cases, the grievant shall have the burden of proof to support the grievance. The Impartial Hearing Officer will determine whether the Library acted in an arbitrary and capricious manner. Depending on the issue involved, the Impartial Hearing Officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. This procedure does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. The Impartial Hearing Officer shall prepare a written decision within 15 business days of the receipt of all relevant information and/or the conclusion of a scheduled hearing. The written decision will be given to the employee and the library director and library board president.

Step 4: If the grievance is not resolved after Step 3, the employee or the library board president or the selected designee may request within five (5) business days of receipt of the written decision from the Impartial Hearing Officer, a written review by the library board. The library board shall not take testimony or evidence; it may only determine whether the Impartial Hearing Officer reached an arbitrary or incorrect result based on a review of the record before the Impartial Hearing Officer. The matter will be scheduled for the library board's next regular meeting. The library board will inform the employee of its findings and decision in writing within 10 business days of the library board meeting. The library board shall decide the matter by majority vote and this decision shall be final and binding.

SEPARATION OF EMPLOYMENT

Termination of employment is an inevitable part of business. Examples of some of the most common circumstances under which employment is terminated include:

- **RESIGNATION:** voluntary employment termination initiated by the employee when other gainful employment with another employer or self-employment is expected.
- **DISCHARGE:** involuntary employment termination initiated by the Village for reasons other than those described below under Layoff, Reduction in Force.
- **LAYOFF, REDUCTION IN FORCE:** involuntary employment termination initiated by the Village due to lack of work or funds, elimination of position, changes in the Village's organizational structure or operations.
- **RETIREMENT:** voluntary employment termination initiated by the employee when no further gainful employment or self-employment is expected.

In the event you decide to terminate your employment and, in an effort to assist the Village with the transition, all exempt employees are requested to give at least four (4) weeks' written notice of their intention to resign. All other employees are requested to give two (2) weeks' written notice of their intention to resign. During this notice period, employees shall not use vacation days, except with their department head's permission. The effective date of termination may be advanced by the Village to an earlier date.

Once an employee is terminated for any of the reasons stated above, eligibility for future recall, reemployment or reinstatement, to include any and all pay or benefit eligibility is at the sole discretion of the Village. Employees will receive their final paycheck to include any awarded but unused vacation, based on providing proper written notice, at the next scheduled payday.

EXIT INTERVIEW

An exit interview will be scheduled with employees leaving the employment of the Village for reasons other than termination. In addition to reviewing final pay and the return of Village property, the exit interview is an opportunity to bring closure to the employee's relationship with the Village and to provide an opportunity for the Village to discover ways it can improve the employee/employer relationship. Hopefully, the interview can be a time of candid discussion, with the employee feeling free to share their thoughts and perceptions about the Village and the job held. The exit interview will be conducted by the village clerk.

RIGHT TO PRIVACY AND REFERENCES

Except as allowed by law, requests for personal or professional information about an employee must be made in writing and approved by the employee. Information such as job title/position or employment dates may be released without written authorization from the employee. Salary or wage information will not be provided other than verifying through a "yes" or "no" response to the requesting entity. In the event of such requests, the village clerk is the only individual with authority to release such information.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT OF RECEIPT FORM

By signing below, I acknowledge I have received a copy of the Village of Somerset Employee Handbook dated June 2025, and understand it is my responsibility to read the employee handbook in its entirety. I understand I am an “at-will-employee”, which means I can terminate my employment at any time and for any reason, and that the Village of Somerset can terminate my employment at any time and for any reason. I agree to comply with the rules, policies and procedures set forth herein, as well as any revisions made to the employee handbook in the future. I also understand if I violate the rules, policies and procedures set forth in the employee handbook I may be subject to discipline, up to and including termination of my employment.

I agree that nothing in the employee handbook constitutes an employment contract between the Village of Somerset and me. I further understand that no one at the Village of Somerset other than the village board has the authority to enter into an employment contract with me. I understand that the employee handbook, dated June 2025, supersedes and replaces all previous employee handbooks, manuals, any inconsistent verbal or written policy statements, policies and/or procedures on the matters addressed herein and that any previous employee handbook and/or manuals no longer have any force or effect.

I understand that the employee handbook contains information about the employment policies and practices of the Village of Somerset. I understand that the policies outlined in the employee handbook are management guidelines only, which in any organization will require changes from time to time. I understand the Village of Somerset retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Village of Somerset.

I agree that the Village of Somerset has the right to revise, delete, and add to the provisions of the employee handbook at any time without advance notice. I understand that no oral statements or representations can change the provisions of the employee handbook. I understand that the employee handbook is not intended to create contractual obligations with respect to any matters it covers and that the employee handbook does not create a contract guaranteeing that I will be employed for any specific time period. I understand nothing in the employee handbook is created to infringe on any available legal rights I may have as an employee of the Village of Somerset.

If I have questions about the content or interpretation of the employee handbook, I will ask my department head or the village clerk or treasurer.

Employee Signature

Date

Employee Name (Print)

Somerset Fire/Rescue

from the office of Chief Belisle

Sept 2nd, 2025

Dear Board Members –

This is the update for August 2025. This month we responded to 45 calls for service. The breakdown is as follows: 21 calls in the Village consisting of 10 medicals and 11 Fire/Rescue calls; 17 in the Township consisting of 12 medicals and 5 fire/rescue calls; and 7 auto aid calls all in St. Joe. This brings us to a total of 333 runs for the year compared to 363 for the same time in 2024.

The month of August was steady. We had one somewhat significant call in the Village of an attic fire due to a lightning strike. Crews were able to locate the fire due to a gas line break and extinguish the fire before it took over the duplex. Otherwise, no other calls of significance in the Village or Township.

We are still working on the strategic plan with the hope of choosing one at the next joint meeting. I've also worked on the budget and discussing with our other officers before submitting to the boards for approval.

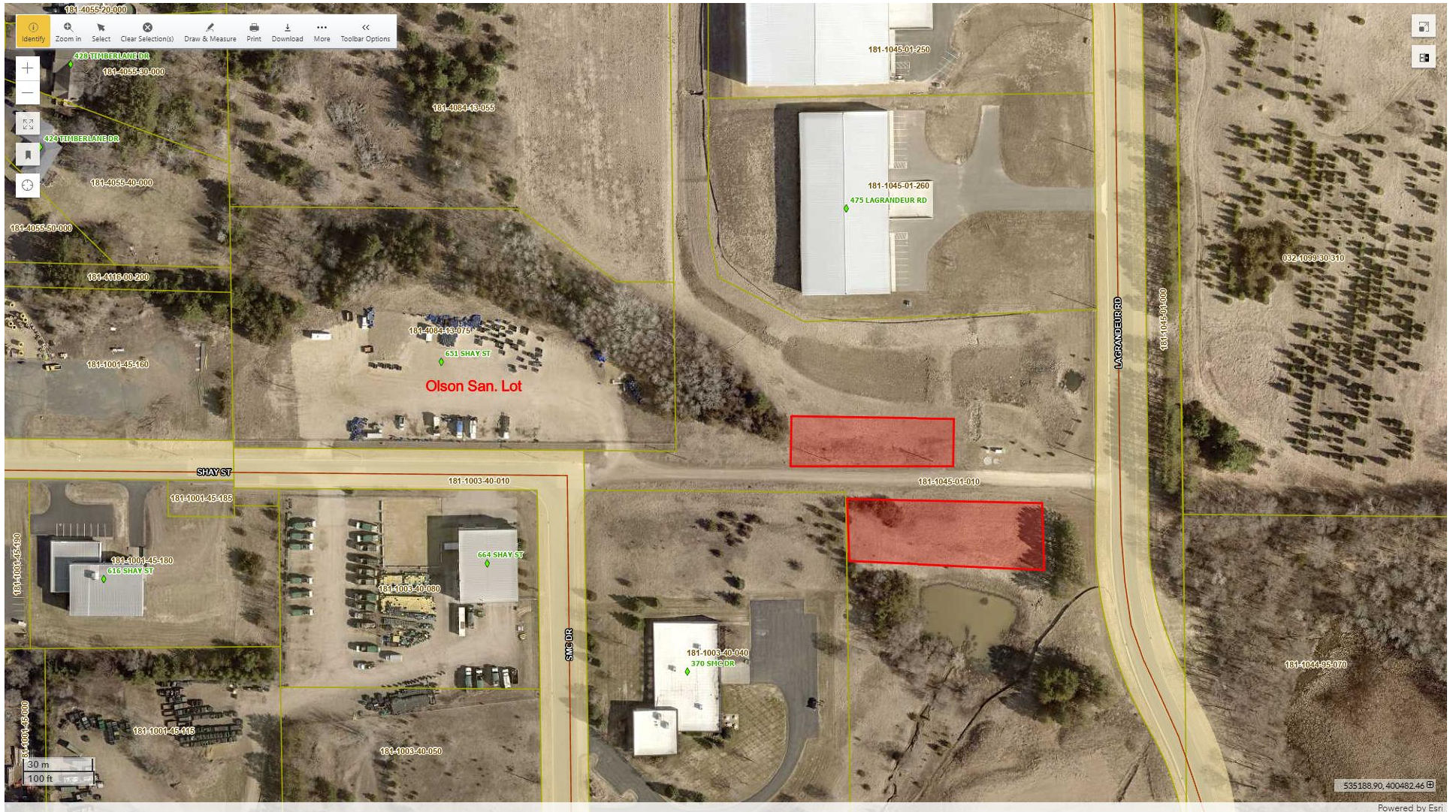
We are currently operating with 30 personnel, 17 full members and 9 probationary members, 1 honorary member as well as 2 High School Cadets and our secretary just as we were last month, no changes at this time! As always you are more than welcome to stop in and say hi at the station when you see someone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



CHANGE ORDER NO.: 004

Owner: Village of Somerset
Engineer: MSA Professional Services, Inc.
Contractor: Haas Sons, Inc.
Project: TID 5 Lift Station & Utility Extension
Contract Name: Village of Somerset – TID 5 Lift Station & Utility Extension
Date Issued: August 29, 2025
Owner's Project No.:
Engineer's Project No.: 08783111
Contractor's Project No.:
Effective Date of Change Order: August 29, 2025

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

Description: Extension of completion dates due to casing pipe location verification.

Attachments:

Change Order Time & Material Work Order from Haas Sons, Inc.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 869,605.50		Substantial Completion:	August 29, 2025
		Ready for final payment:	October 1, 2025
[Increase] from previously approved Change Orders No. 00 to No. 03		[Increase] [Decrease] from previously approved Change Orders No. 00 to No. 03	
\$ 24,950.75		Substantial Completion:	0
		Ready for final payment:	0
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 894,556.25		Substantial Completion:	August 29, 2025
		Ready for final payment:	October 1, 2025
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 0.00		Substantial Completion:	November 26, 2025
		Ready for final payment:	June 1, 2026
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 894,556.25		Substantial Completion:	November 26, 2025
		Ready for final payment:	June 1, 2026

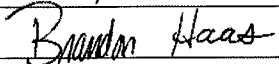
Recommended by Engineer (if required)

By: Charles D. Schwartz

Title: Operations Leader

Date: 8/29/2025

Authorized by Owner

By: 

Title: President

Date: 8/29/2025

Authorized by Owner

Approved by Funding Agency (if applicable)



Professional Services Agreement

MSA Project Number: 08783120

This AGREEMENT (Agreement) is made effective September 8, 2025 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 60 Plato Blvd East, St. Paul, MN 55107-1835

Phone: (612) 548-3132

Representative: Chuck Schwartz

Email: cschwartz@msa-ps.com

VILLAGE OF SOMERSET (OWNER)

Address: 110 Spring Street, PO Box 356, Somerset, WI 54025

Phone: (715) 247-5555

Representative: Bob Gunther

Email: rgunther@villageofsomerset.us

Project Name: Neumann Farms Athletic Complex

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: October, 2025
Approximate Completion Date: February, 2026

The lump sum fee for the work is: \$30,700

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

VILLAGE OF SOMERSET

MSA PROFESSIONAL SERVICES, INC.

Bob Gunther
Director of Public Works
Date: _____

Chuck Schwartz, PE
Public Works Operations Leader
Date: _____

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. Exclusion of Special, Indirect, Consequential and Liquidated Damages. MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. Limitation of Liability. Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. Successors and Assigns. The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. Notices. Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. Survival. Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. No Waiver. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

31. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

32. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



PROJECT SERVICES SCOPE
DESIGN MASTER PLAN
Neumann Farms Athletic Complex

Somerset, WI
MSA #:08783120

PROJECT UNDERSTANDING

Somerset is planning the development of a 250-acre parcel in coordination with private developers to create a mixed-use TID district. The proposed development will include commercial, industrial, and residential components, requiring thoughtful site planning to ensure buffers between land uses.

A key design priority is to separate residential areas from adjacent commercial and industrial zones using strategically placed green space. This green space (Project Study Areas A & B) will serve both as a visual and functional separation and as a recreational amenity for the community.

MSA will work with the Village within this scope of work to accomplish their goals for the Project Study Area A (approx. 37.2 acres), and potentially expand to a larger area (Project Study Area B), developing design options for an athletic complex. The Village has identified a need for these additional recreational facilities, which will be incorporated into the plan:

- New ballfields (baseball/softball)
- Combined basketball/pickleball court(s)
- One full-court basketball facility
- An all-inclusive play area accessible to all users
- Open green space reserved for future athletic field development (e.g., lacrosse, flag football)
- Stormwater management

The planned stormwater management areas may require adjustment or relocation to accommodate the development footprint. Coordination with the developer is ongoing, and they have expressed ability to grade the future athletic field areas as part of their site work, potentially utilizing excess material generated during construction. This collaborative approach will ensure the site is developed efficiently while meeting community needs and maintaining environmental and recreational integrity. The project approach that follows will outline how MSA plans to support the design efforts to create a plan for Village adoption.

PROJECT APPROACH

PHASE 1 – PROJECT KICK-OFF

TASK 1.1 – PROJECT BASEMAP

MSA will use any documentation provided by the Village and developer (parcel data, planned roadways, utility locations, or other related documents), and/or current LiDAR contours and aerial imagery from St. Croix County GIS to develop a project basemap for the Project Study Areas.

TASK 1.2 – PROJECT KICK-OFF MEETING (Meeting #1, In-Person)

MSA will conduct a kickoff meeting with the client and project team to review current and future conditions shown in the basemap, review vision and goals of the project, and discuss the desired amenities. We will discuss the proposed project schedule and other administrative details to run the project most efficiently to its successful completion.

Meetings and Deliverables:

- Task 1.1 Project Study Area Basemap (PDF)
- Task 1.2 Meeting #1 (In-person)
 Meeting Minutes (PDF)

PHASE 2 – CONCEPT DEVELOPMENT**TASK 2.1 – DESIGN CONCEPTS**

The MSA project team will develop two (2) concept plans to show proposed park features to a defined scale. These plans will display relationships of proposed amenities to pedestrian/vehicular circulation and provide layout options for the site to inspire discussion. Plans will consider stormwater needs and accessibility across the park space and neighboring mixed-use developments. The draft concepts will be shared with staff for comment.

TASK 2.2 – PROJECT REVIEW MEETING (Meeting #2, Virtual)

MSA will attend a project review meeting to discuss the design concepts and review coordination with the development team. Any new information on the development from the Village should also be shared at this time.

TASK 2.3 – REVISE DESIGN CONCEPTS

Considering the feedback received in **TASK 2.2**, MSA will revise the concept plans into two (2) Final Concept Plans. These plans, along with Character Imagery will be presented to display examples of proposed programming elements. Draft Implementation Cost Estimates will be provided for staff for review.

TASK 2.4 – PROJECT REVIEW MEETING (Meeting #3, Virtual)

MSA will attend a project review meeting to discuss the updated designs, character imagery, and cost estimates. The Village's project team and staff should decide at this meeting to move forward with one of the two concepts. The Village should consider priorities for park development and a phased implementation approach should be discussed.

Meetings and Deliverables:

- Task 2.1 Design Concepts (2) (PDF)
- Task 2.2 Meeting #2 (virtual)
 Meeting Minutes (PDF)
- Task 2.3 Final Concept Plans (2) (PDF)
 Character Imagery Board (1) (PDF)
 Draft Implementation Cost Estimates (2) (PDF)
- Task 2.4 Meeting #3 (virtual)
 Meeting Minutes (PDF)

PHASE 3: FINAL DESIGN**TASK 3.1 – DRAFT MASTER PLAN**

MSA will review feedback from the meeting in TASK 2.4 and make edits to the chosen Final Design Concept into a Draft Master Plan. Any final information from the neighboring development will be considered in the updated layout. A Draft Phasing Plan will be developed to understand the timeline for sustainable implementation for the Village

TASK 3.2 – PROJECT REVIEW MEETING (Meeting #4, Virtual)

This meeting will review the Draft Master Plan and Draft Phasing Plan.

TASK 3.3 – FINAL MASTER PLAN

MSA will review feedback from the meeting in **TASK 3.2**. The project cost estimate, Final Phasing Plan, and Final Master Plan will be finalized for Village Adoption.

TASK 3.4 – ADOPTION MEETING (Meeting #5, In-Person)

This Adoption Meeting will review the Final Master Plan, Final Phasing Plan, and Implementation Cost Estimates with the Village Board. The Village Board shall adopt the plan or provide feedback on any changes regarding the plan's vision for the park space.

Meetings and Deliverables:

Task 3.1	Draft Master Plan (1) (PDF) Draft Phasing Plan (1) (PDF)
Task 3.2	Meeting #4 (virtual) Meeting Minutes (PDF)
Task 3.3	Final Master Plan (PDF) Final Phasing Plan (1) (PDF) Implementation Cost Estimate (PDF)
Task 3.4	Adoption Meeting #5 (In-Person)

SERVICES NOT INCLUDED:

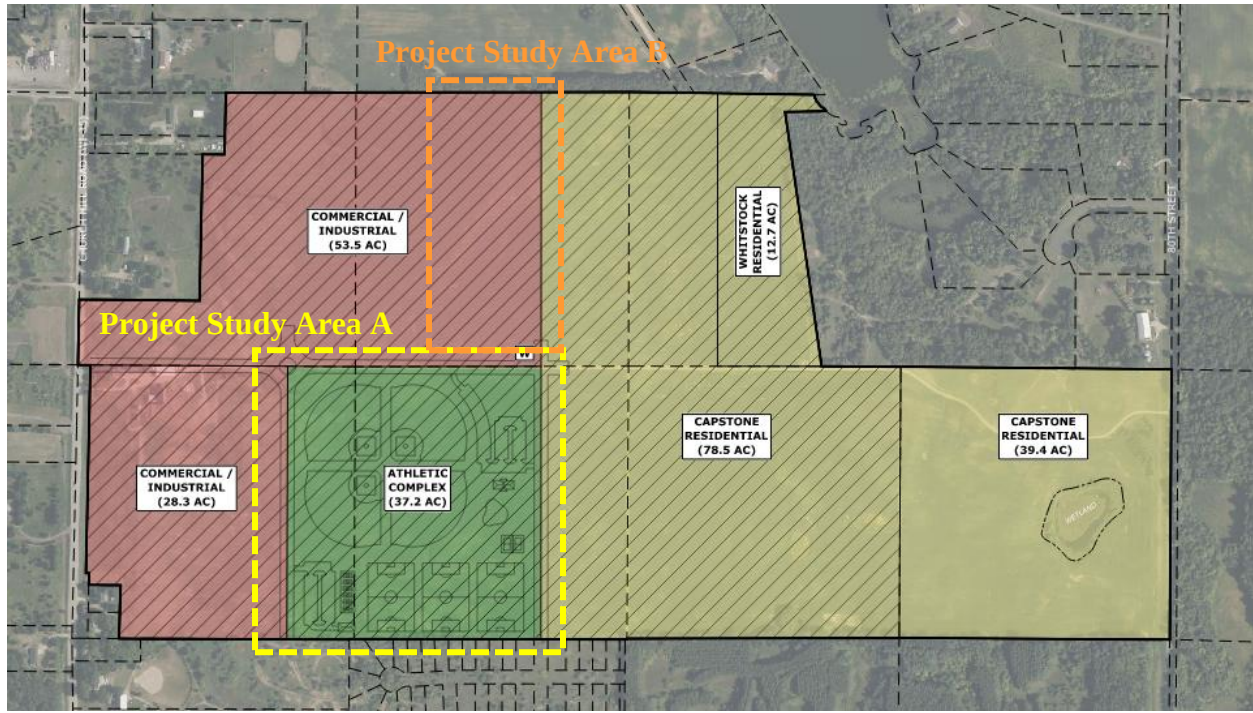
The basic services of this proposal do not include providing the following services. These services can be provided by additional Design and Engineering services if specifically authorized by the Owner.

1. Attend other meetings not identified above.
2. Any Public Engagement, Surveys, or Event attendance.
3. Site Survey, Design Development or Construction Documents.
4. 3D-Rendered models or additional rendered views.

PROJECT SCHEDULE

Task Description	Target Timeframe
Inventory and Analysis	October-November 2025
Kick off Meeting	October-November 2025
Concept Development	December 2025 – January 2026
Final Design	January – February 2026

PROJECT STUDY AREA(S)



DEVELOPMENT AGREEMENT

Document Number

Lots 86-135 and Outlots 10,11, and 12 of the Plat of Pine Vale Second 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: document title, name and return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this Second 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)
PINE VALE SECOND ADDITION
(hereafter SUBDIVISION)

THIS Agreement, made and entered into this _____ day of _____, 2025, by and between Capstone Homes-Wisconsin, Inc., a Wisconsin Corporation (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 "Second Addition") known as Pine Vale Second Addition (the "Property" or "Second Addition").
2. Subdivider desires to develop the Property for the following purposes:

50 single-family dwelling homes with associated open spaces and trails, the ("Subdivision")
3. This Agreement represents the third phase of a planned development as contemplated by that certain development agreement entered into between Subdivider and Municipality dated March 11, 2024 and recorded March 14, 2024 as Document Number 1176760 in the office of the Register of Deeds for St. Croix County Wisconsin (the "General Development Agreement").
4. 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.
5. 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.
6. 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.

7. 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.
8. 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.
9. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the Municipality's Subdivision Ordinance.
10. 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.
11. The Subdivider now wishes to proceed with the installation of public improvements to serve the lots of Pine Vale Second Addition, as indicated on EXHIBIT C.
12. The approval of this Second Addition is contingent upon the execution of this Agreement, and submittal of all documents required by this Agreement.
13. 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 Pine Vale"
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"

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 Pine Vale Second 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, certify such Improvements as being in compliance with the standards and specifications of the Municipality. Such inspection and certification, if appropriate, will occur within 14 days of written notice by the Subdivider that Subdivider's desire to have the Municipality inspect an Improvement. Before obtaining certification 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 certification is sought. Certification 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 certification.

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 Exhibit D "Grading Plan" or is otherwise defective. The Subdivider shall have 20 business 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 business 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 on the streets, to be completed by December 1, 2026 . The final lift on the streets will be completed after a minimum of one freeze/thaw cycle but before the end of the 2027 construction season.
2. The development and timing of future phases shall be governed by amendment or a separate agreement per paragraph 11 above.

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:

- 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 \$500,000.00 for one person and \$1,000,000.00 for each occurrence; limits for property damage shall not be less than \$200,000.00 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 Phase Three 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 Municipalities 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, including but not limited to, Outlots 10,11 and 12, 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 4 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) or outlots on the Property shall be sold to a third party until such time as a completed home is constructed on the lot. Notwithstanding the foregoing, undeveloped lots may be transferred to a related entity controlled by Subdivider prior to the completion of a home on the lot.

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.

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 Second.

12. Parkland Dedication

Municipality is accepting 17.06 acres of parkland/open space throughout all phases in the Pine Vale development for purposes of meeting Municipality’s parkland dedication requirement contained in its Subdivision Ordinance and the sum of \$500 per lot, totaling \$25,000 (50 Lots x \$500) for parkland dedication fees for Pine Vale Second Addition of the overall project.

13. Outlots

Subdivider shall not encumber by mortgage(s) or other security instruments or liens any Outlot as shown on the preliminary plat of subdivision subject to recapture by the Municipality under the terms of this Agreement.

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%) 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 \$1,828,681.72 equal to 120% of the estimated cost of 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, greenway 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. At such time as construction of the public improvements for additional phases of the Subdivision are proposed to be commenced, Subdivider shall provide an additional letter of credit or other approved surety as required by this Section L.

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 Matt Barker 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 612-219-8041

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 Pine Vale Subdivision which shall be automatically extended for a period of three years from the date of final plat approval of Pine Valley Second Addition. Future phases of the Pine Vale 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 Pine Vale Subdivision plat 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.

Improvement Default: 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 public Improvements defined in Exhibit C in accordance with the approved Construction Schedule 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.

Tax Increment Default: It shall be a further default by Subdivider hereunder and subject to the default provisions of the General Development Agreement if Subdivider has not completed the construction and received the Certificate of Occupancy by the Municipality for those dwelling units as required in Article I, Section J(14) and Article II, Section E of the General Development Agreement as amended

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:	Capstone Homes – Wisconsin, Inc. Attn: Stephen A. Bona, Vice President of Land 14015 Sunfish lake BLVD, Suite 400 Ramsey, MN 55303
-------------------	---

if to Municipality:	Village Clerk Village of Somerset 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 Second 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 expires:_____.

Capstone Homes – Wisconsin, Inc.

By: _____
Stephen A. Bona, Vice President

STATE OF _____)
_____) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Stephen A. Bona, 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 expires: _____

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
PINE VALE SECOND ADDITION SUBDIVISION
SOMERSET, WISCONSIN

Lots 86-135 and Outlots 10,11 and 12 of the Plat of Pine Vale Second 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

Anticipated start date May1, 2026.

Substantial Completion excluding the final lift of asphalt December 1, 2026.

Final completion including wear course of asphalt December 1, 2027.

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 Pine Vale 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
TID Revenue Projections

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 _____, 202_.

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	
Parcel Identification Number (PIN)	

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 Second page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the “Easement”) is executed this ____ day of _____, 2025, by Capstone Homes – Wisconsin, 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 86-135 of the Plat of Pine Vale Second 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

Exhibit L, page 5

EXHIBIT A

Lots 86-135 of the Plat of Pine Vale Second 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 Pine Vale Second Addition, Village of Somerset Document Number _____ recorded in the Register of Deeds for St. Croix County, Wisconsin.

EXHIBIT M
UTILITY EASEMENT(S)

DECLARATION OF PUBLIC UTILITY EASEMENT

THIS DECLARATION OF PUBLIC UTILITY EASEMENT (the “Declaration”) is executed this ____ day of _____, 2025, by Capstone Homes – Wisconsin, 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 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.

Exhibit M, page 5

EXHIBIT A

Lots 86-135 Plat of Pine Vale Second Addition, Village of Somerset Document Number _____
recorded in the Register of Deeds for St. Croix County, Wisconsin.

EXHIBIT B

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

EXHIBIT N
EASEMENT MAP



VILLAGE OF
SOMERSET

Three Possible Identities for
the Village of Somerset, WI





SOMERSET POLICE DEPARTMENT

"DEDICATED TO SERVING OUR COMMUNITY"

Joel J. Trepczyk, Chief of Police

Somerset Police Department – Add One Police Officer (Start: Jan 1, 2026)

Prepared: September 8, 2025

Executive Summary

Request to authorize one (1) additional sworn Police Officer effective January 1, 2026. This would help maintain coverage during a year-long military deployment, reduces overtime/fatigue, and positions the department for sustained community growth.

Staffing Benchmark & Growth Context

- **FBI UCR staffing averages:** Agencies serving 2,500–10,000 residents average about **2.4 officers per 1,000 population**.
- **For a community of 3,500, the benchmark suggests ≈8.4 full-time officers.**
- Somerset currently operates with **7 sworn FTE**, below both the national average and peer municipalities.
- The Village's population is projected to **surpass 4,000 in the coming years**, which would raise the benchmark closer to 9–10 officers.
- By adding one officer in 2026, Somerset would move closer to parity while still operating lean.
- It could take up to 18 months to onboard a new officer, as recently experienced by Baldwin PD
- Other agencies nearby (Osceola PD, North Hudson PD) are also having a hard time finding qualified candidates and have gone through hiring processes without being fully staffed for the years.
- I'm aware of at least one agency who is hiring up, beyond needs, as a buffer to replace / cover high-turnover and the long on-boarding gaps.

Operational Justification

- Deployment backfill in 2026 prevents coverage gaps or expensive overtime.
- Improves response times, two-officer availability on high-risk calls, and proactive patrol time.
- Stabilizes caseload handling (reports, digital evidence review) and court coverage.
- Improves officer wellness and retention by reducing forced overtime.
- Keeps service levels consistent with community growth and resident expectations.
- Between 2018 (1,931) and 2022 (3,280 calls) there was a **41% increase in calls** for service
- See presentation 01/13/2025 presentation for additional information:
<https://youtu.be/13LFmIIXTiY?t=1263>

Cost Summary – New Officer (2026)

- **Wages:** \$61,713
- **Benefits (est.):** \$32,000
- **Total Compensation 2026:** \$93,713



SOMERSET POLICE DEPARTMENT

"DEDICATED TO SERVING OUR COMMUNITY"

Joel J. Trepczyk, Chief of Police

Police Budget Outlook

Year	Total Budget	Change vs Prior	% Change
2025 (Adopted)	\$966,268	—	—
2026 (With new officer & deployment offset)	\$950,561	-\$15,707	-1.6%
2027 (All officers back; ~4% wage growth & steps)	\$1,058,218	+\$107,657	+11.3%

Notes:

- 2026 includes the new officer fully budgeted while overall PD spending decreases compared to 2025 due to the authorized military leave.
- 2027 reflects the deployed officer's return, a full year of the added officer, and wage/step growth assumptions.
- Capital purchases, if any, should be financed separately (e.g., GO debt) to avoid operating levy pressure.

Recommended Board Action

Approve increasing the authorized sworn FTE by one (1) effective January 1, 2026, and fund the position in the 2026 budget. Direct the Chief of Police to initiate recruitment and appointment immediately to meet the academy/FTO timeline.

Suggested Motion Language

Motion: "To increase the authorized strength of the Somerset Police Department by one (1) full-time sworn Police Officer FTE effective January 1, 2026, and to fund the position in the 2026 General Fund Police budget. The Village Board further directs the Chief of Police to begin recruitment and appointment procedures immediately so the position can be filled in line with academy and FTO timelines.

Account Number	Short account description	2023 Budget	2023 Actual 12/31/2023	2024 Budget	2024 Actual 12/31/2024	2025 Budget	2025 Actual 09/05/2025	2026 Proposed Budget
100-00-52110-112-000	Chief's Salary	\$ 99,274.80	\$ 101,091.02	\$ 102,223.05	\$ 102,223.04	\$ 106,271.97	\$ 69,777.96	\$ 109,460.00
100-00-52110-120-002	Wages - 4502	\$ 80,872.00	\$ 85,388.13	\$ 80,872.00	\$ 97,884.57	\$ 99,880.00	\$ 65,487.93	\$ 102,876.00
100-00-52110-120-003	Wages - 4503	\$ 68,952.00	\$ 73,859.81	\$ 75,000.00	\$ 75,005.68	\$ 80,334.88	\$ 53,293.43	\$ 84,047.00
100-00-52110-120-004	Wages - 4504	\$ 66,206.40	\$ 66,805.29	\$ 72,000.00	\$ 73,391.92	\$ 76,554.24	\$ 50,480.71	\$ 80,116.00
100-00-52110-120-005	Wages - 4505	\$ 62,805.60	\$ 69,277.92	\$ 71,000.00	\$ 73,600.42	\$ 76,489.58	\$ 52,100.75	\$ 79,516.00
100-00-52110-120-006	Police Secretary Wages	\$ 11,757.20	\$ 8,095.90	\$ 12,110.80	\$ 7,714.86	\$ 7,500.00	\$ 4,351.86	\$ 7,500.00
100-00-52110-120-007	Police Overtime Wages	\$ 35,997.51	\$ 51,811.38	\$ 50,000.00	\$ 46,048.17	\$ 50,000.00	\$ 31,281.69	\$ 50,000.00
100-00-52110-120-008	River Patrol Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52110-120-009	Part-time Officer Wages	\$ 14,518.60	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
100-00-52110-120-010	Office Summer Help Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52110-120-011	WAGES - 4506	\$ 55,699.20	\$ 33,467.13	\$ 66,435.00	\$ 67,910.06	\$ 72,634.56	\$ 45,094.15	\$ 16,418.00
100-00-52110-120-012	WAGES - 4507	\$ 55,390.40	\$ 49,160.04	\$ 57,054.00	\$ 60,707.60	\$ 69,056.30	\$ 44,583.92	\$ 65,279.00
100-00-52110-120-013	WAGES - 4508							\$ 61,713.00
100-00-52110-150-000	Police Employee Benefits	\$ 187,684.82	\$ 180,684.05	\$ 211,628.81	\$ 206,200.20	\$ 228,844.66	\$ 161,213.99	\$ 261,536.00
100-00-52110-325-000	Police Training	\$ 10,000.00	\$ 9,120.82	\$ 10,000.00	\$ 11,910.97	\$ 10,000.00	\$ 6,155.45	\$ 10,000.00
100-00-52110-351-000	Vehicle Expense	\$ 9,000.00	\$ 10,443.78	\$ 10,000.00	\$ 11,660.35	\$ 10,000.00	\$ 5,667.75	\$ 10,000.00
100-00-52110-390-000	Other Police Expenses	\$ 40,000.00	\$ 41,277.45	\$ 45,000.00	\$ 44,958.05	\$ 45,000.00	\$ 25,342.78	\$ 45,000.00
100-00-52110-391-000	Community Relations	\$ 500.00	\$ 111.49	\$ 500.00	\$ 543.33	\$ 1,000.00	\$ -	\$ 1,000.00
100-00-52110-392-000	K-9 Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52110-393-000	COMMUNITY SERVICE PROGRAM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52930-159-000	Uniform Allowance	\$ 4,800.00	\$ 4,980.47	\$ 5,000.00	\$ 4,531.36	\$ 5,000.00	\$ 2,879.30	\$ 5,000.00
100-00-52930-511-000	Property & Liability Ins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52930-512-000	Worker's Compensation	\$ 8,779.00	\$ 6,578.25	\$ 10,000.00	\$ 12,499.75	\$ 9,102.00	\$ 9,589.00	\$ 10,000.00
100-00-52930-514-000	Unemployment Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100-00-52930-515-000	Professional Ins	\$ 8,585.00	\$ 6,438.75	\$ 8,600.00	\$ 10,743.25	\$ 8,600.00	\$ 6,513.00	\$ 8,600.00
		\$ 820,802.53	\$ 798,591.68	\$ 897,423.66	\$ 907,533.58	\$ 966,268.19	\$ 633,813.67	\$ 1,018,061.00
			\$51,793 increase from 2025 - 2026					
			Officers received a 4% increase plus CBA Step Increase					
			Health Insurance Premium Increased by 10%					
			91% (\$928,461) of the operating budget is Wages & Benefits					

Village of Somerset Housing Snapshot



Housing Summary (2020 U.S. Census):

- The mix of occupied housing units in the Village of Somerset is 36% Rental / 64% Owner.
- There is a need for additional rental units in the Village with a rental vacancy rate of 2%.
- There is a strong need for additional owner units in the Village with an owner vacancy rate of 0.9%.
- About 0.2% of the Village's housing stock is for seasonal, recreational, or occasional use.

Inflow/Outflow Job Counts, 2022 Primary Job



Note: Overlay arrows do not indicate directionality of worker flow between home and employment locations.

- Employed and Live in Selection Area
- Employed in Selection Area, Live Outside
- Live in Selection Area, Employed Outside

- 10% of Village of Somerset's residents who are employed have a primary job inside the Village while 90% leave the Village for work.
- 57% of the Village's workforce lives in St. Croix County, with 15% in Polk County, 8% in Washington County (MN), with the remainder in other counties.

source: Longitudinal Employer-Household Dynamics

Village of Somerset	2020 Census	2023 ACS (+/- MOE)
Population	3,019	3,084 (21)
Population in Households	3,019	3,066 (21)
Population in Rental Units	1,278	1,204 (323)
Population in Owner Units	1,741	1,862 (322)
Population in Group Quarters	0	18 (3)
Households, excluding group quarters	1,216	1,158 (132)
Avg. Household Size	2.48	2.65 (.30)
Renter Avg. Household Size	2.92	2.49 (.54)
Owner Avg. Household Size	2.24	2.76 (.34)
Housing Units	1,255	1,289 (176)
Rental Units	451	484 (132)
Owner Units	801	752 (172)
Other Seasonal & Migrant	3	53 (60)
Occupied Units	1,216	1,158 (132)
Renter-Occupied Units	438	484 (131)
Owner-Occupied Units	778	674 (138)
Vacant Units for Rent, excludes seasonal	9	0 (10)
2020 Rental Vacancy Rate	2.0%	0.0% (4.5)
Rental Vacancy Rate Standard[1]	5-7%	5-7%
Vacant Units for Sale, excludes seasonal	7	0 (10)
2020 Homeowner Vacancy Rate	0.9%	0.0% (3.3)
Homeowner Vacancy Rate Standard[2]	2-2.5%	2-2.5%
%/# of Overcrowded Units – Renter Occup.	2.7%	24 (32)
%/# of Overcrowded Units – Owner Occup.	0.0%	0 (17)
Source: U.S. Census Decennial 2020, 2023 5-Year ACS, WCWRPC		

Additional Local Housing Information:

- The Village reported 158 single-family units and 4 duplex units constructed from 2020 to June 2024.
- The Village has made land or buildings available at a discounted cost for residential development.
- The median sale price for housing in the Somerset School District increased 4% between 2022 and 2024, from \$380,000 in 2022 to \$395,050 in 2024.

[1] Florida, Richard. 2018 July. Vacancy: America's Other Housing Crisis. Accessed at: <https://www.citylab.com/equity/2018/07/vacancy-americas-other-housing-crisis/565901/>

[2] Ibid. For owner housing, Florida's vacancy rate standard was expanded by WCWRPC from 2% to 2%-2.5% in order to accommodate additional market flexibility given the County's relatively small population size.

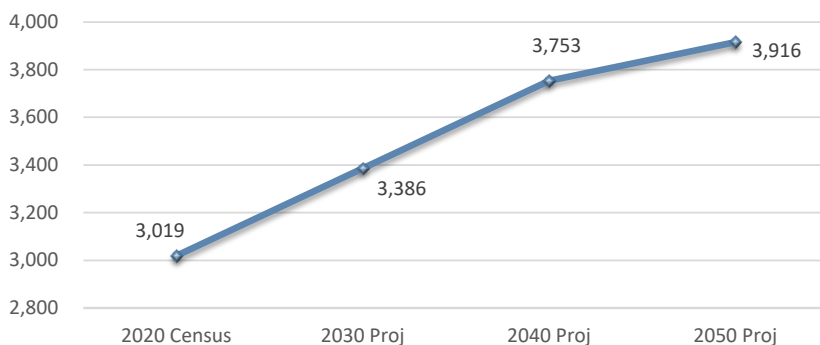
Population & Housing Characteristics, 2000 to 2020

	2000 Census	2020 Census	# Change	% Change
Population	1,556	3,019	1,463	94.02%
Median Age	27.4	31.9	5	16.42%
# of Households	635	1,216	581	91.50%
Average Household Size	2.45	2.48	0.03	1.22%
% of One Person Households	26.80%	27.50%	164	96.47%
% of Households with Individuals Under 18 Years	41.40%	36.60%	182	69.20%
Owner Vacancy Rate	0.90%	0.90%	0.00%	-
Renter Vacancy Rate	1.90%	2.00%	0.10%	-
Seasonal Units	5	3	-2	-40.00%
Vacant Units	24	39	15	62.50%
	2000 Census	2019-2023 ACS	# Change	% Change
Median # of Rooms	4.8	5.4	0.6	12.50%
Units 50 Years or Older (pre 1950 & 1970)	119	229	110	92.44%
% of Units 50 Years or Older	18.70%	17.80%	-0.90%	-
Single Family Units	350	778	428	122.29%
Multi-Family Units (2+ units)	285	433	148	51.93%
Mobile Homes	2	0	-2	-100.00%

- Total population has increased about 94% over the last 20 years.
- The median age in the Village increased 5 years from 2000 to 2020.
- There is a slight decline in the number of households with individuals under 18 in the Village. In 2000, 41% of households were had at least one individual under 18, while in 2020 this percentage decreased to 37%.
- Both the owner and renter vacancy rates within the Village are well below the healthy ranges.
- The Village experienced a 122% growth in single-family units and a 52% increase in 2+ units from 2000 to 2020.

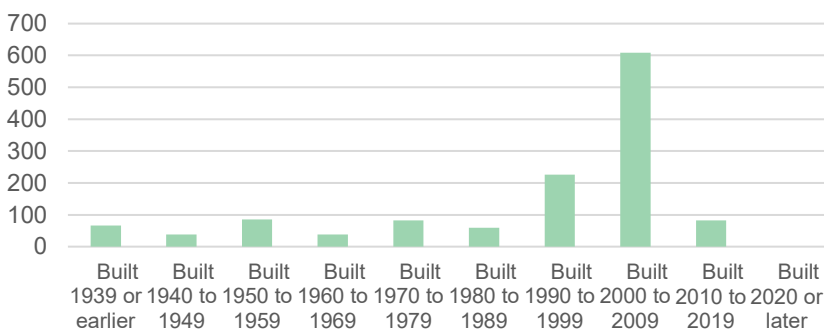
Village of Somerset, WI Population Projections (2020-2050)

source: WI Department of Administration, 2024



Village of Somerset Year Housing Structure Built

source: U.S. Census 2023 5-Year ACS



County Renter Households

Median gross rent, 2000: \$587
Median gross rent, 2020: \$1,036 **↑ 76%**

Median renter inc., 2000: \$31,088
Median renter inc., 2020: \$48,084 **↑ 55%**

source: U.S. Census 2000 Decennial, 2020 5-Year ACS



County Owner Households

Median Sale Price, 2010: \$160,000
Median Sale Price, 2020: \$282,000 **↑ 76%**

Median owner inc., 2010: \$79,192
Median owner inc., 2020: \$98,569 **↑ 24%**

source: U.S. Census 2010 & 2020 5-Year ACS

St. Croix County Home Sales:

2023 # of Home Sales: 767

2013 # of Home Sales: 1,419

2023 Median Sale Price: \$366,000

2013 Median Sale Price: \$175,000

sources: Wisconsin Realtors Association



Village of Somerset Housing Snapshot

DEVELOPMENT AGREEMENT

Document Number

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: document title, name and 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. 12/22/2012

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:

39 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:

- 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 Municipalities 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 at 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 4 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. Notwithstanding the foregoing, undeveloped lots may be transferred to a related entity controlled by Subdivider prior to the completion of a home 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.

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 \$19,500.00 (39 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 \$59,053.00 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 \$1,417,281.60 equal to 120% of the estimated cost 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
110 Spring Street
P.O. Box 356

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:

By:

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.

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.	
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	

-

Recording Area

Name and Return Address:
Paul H. Mahler
Bakke Norman, S.C.
1200 Heritage Drive
P.O. Box 308
New Richmond, WI 54017

Parcel Identification Number (PIN)

DRAINAGE EASEMENT

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 _____) ss.
COUNTY OF _____)

Notary Public, State of _____
My Commission _____

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.	-
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	Recording Area Name and Return Address: Paul H. Mahler Bakke Norman, S.C. 1200 Heritage Drive P.O. Box 308 New Richmond, WI 54017
	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 _____)

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 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