

**VILLAGE OF NORTH PRAIRIE
PUBLIC SAFETY & PROTECTIVE SERVICES COMMITTEE
MEETING AGENDA
NORTH PRAIRIE MUNICIPAL CENTER, 130 N HARRISON STREET, NORTH PRAIRIE, WI 53153
February 26TH, 2025 AT 4:00 P.M.**

1. Call to Order.

2. Roll Call.

3. Public Comment.

At the sole discussion of the Committee Chair, citizens are invited to make comments to the Committee, under the following procedures. Committee members should not be expected to discuss issues presented at this time, citizens, comments limited to 2 minutes each; in the event public comments exceed 15 minutes, the Committee will continue with the regular agenda and resume public comment after the Committee business has been completed, public comments on specific personnel matters are not appropriate subject for this forum and should be referred to the Village Office; any comments which may violate an individual right of an employee will not be permitted.

4. Police

- a. Discussion and possible action as necessary: Police Chief presentation on quotes received for possible purchase of new computers.
- b. Discussion and possible action as necessary: Continue discussion on police department two-year analysis, with ideas on how to increase patrol coverage from the Police Chief.

5. Fire

- a. Discussion and possible action as necessary: Further discussion regarding KMFD three-year analysis, with ideas to make costs fair for the Village of North Prairie.
- b. Discussion and possible action as necessary: Review drafted letter to the KMFD with recommendation to the Village Board.

6. Court

- a. Report on discussion or action as necessary: Review drafted lease with the Joint Municipal Court, with recommendation to the Village Board.
- b. Discussion and possible action as necessary: Update from NP Village Administrator regarding previous Municipal court issues.

7. Adjourn.

February 26th, 2025

Michael P McCormack, Chair Public Safety & Protective Services Committee

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information please contact the Village Office at 262-392-2271.

**VILLAGE OF NORTH PRAIRIE
PUBLIC SAFETY & PROTECTIVE SERVICES COMMITTEE
MEETING MINUTES
NORTH PRAIRIE MUNICIPAL CENTER, 130 N HARRISON STREET, NORTH PRAIRIE, WI 53153
February 12TH, 2025 AT 4:00 P.M.**

(1) Call to Order: **Meeting was called to order at 4:00 P.M. by Trustee McCormack.**

(2) Roll Call: **Trustee Schroeder, Trustee Samuels and President Hall.**

(3) Public Comment.

At the sole discussion of the Committee Chair, citizens are invited to make comments to the Committee, under the following procedures. Committee members should not be expected to discuss issues presented at this time, citizens, comments limited to 2 minutes each; in the event public comments exceed 15 minutes, the Committee will continue with the regular agenda and resume public comment after the Committee business has been completed, public comments on specific personnel matters are not appropriate subject for this forum and should be referred to the Village Office; any comments which may violate an individual right of an employee will not be permitted: **No comments were made.**

(4) Municipal Court

- a. Discussion and possible action regarding any issues effecting the Village of North Prairie: **Discussin was held regarding drafting up a current lease for the municipal court due to the court and the Village not having a physical copy of the current lease. It was concluded that President Hall would draft up a new lease for the current year and we would have further discussion regarding the lease at the next meeting. Trustee Schroeder presented the current fair market value for what we should be charging the court to hold its operations in our Village Hall starting in FY26. The committee also discussed how much the village will charge the court for work completed that is not within our clerk's job description. We decided 60 dollars an hour would be charged for this work. Further discussion was held regarding the courts insurance policy to ensure the Village is protected while the court is operating in our Village Hall.**

(5) Fire

- a. Report on discussion or action taken at previous meetings and a three-year analysis for the KMFD: **Further discussion was held regarding how the Village wants to move forward with having fair and equitable percentages for every municipality utilizing the KMFD based on a three-year analysis of usage.**

(6) Police

- a. Report on discussion or action taken at previous meetings and a two-year analysis of PD 2022 and 2024: **Trustee Schroeder presented a two-year analysis regarding patrol hours and citations written. The analysis showed that there was a drop in patrol hours. Further discussion was held regarding how we could get increased coverage from our PD. Police Chief Tamez said he will present some ideas at the next meeting to increase patrol hours in the village.**

(7) Adjourn: A motion was made to adjourn at 6:39 PM by Trustee McCormack, Second by Trustee Samules. All were in favor.

February 12th, 2025

Michael P McCormack, Chair Public Safety & Protective Services Committee

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information please contact the Village Office at 262-392-2271.

LEASE

This Lease is effective as of January 1, 2025 by and between the Village of North Prairie, Wisconsin as Landlord, and the Joint Municipal Court, as Tenant.

1. BASIC TERMS. The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 Property: The land, building and improvements located at 130 N. Harrison Street, North Prairie, Wisconsin.
- 1.2 Building: The 1 story building located on the Property, containing approximately [____] rentable square feet of space.
- 1.3 Premises:
Approximately [____] rentable square feet leased to Tenant identified on the attached Exhibit A as the "Office Space".

Approximately [____] rentable square feet leased to Tenant identified on the attached Exhibit B as the "Once a Month Space", together with the Office Space, the "Premises".
- 1.4 Common Areas: The areas of the Property not regularly and customarily leased for exclusive use of tenant, including, but not limited to, any entranceway and vestibules, common hallways and stairs, parking areas, driveways, walks and landscaped areas.
- 1.5 Term: January 1, 2025 to April 30, 2028.
- 1.6 Commencement Date: January 1, 2025.
- 1.7 Termination Date: April 30, 2028.
- 1.7 Gross Rent: See Section 4.
- 1.8 Permitted Use: General office use.
- 1.9 Landlord's Address: Village of North Prairie
130 N. Harrison Street
North Prairie, WI 53153
Attention: Village Clerk
- 1.10 Tenant's Address: Joint Municipal Court
130 N. Harrison Street
North Prairie, WI 53153
Attention: Court Clerk
- 1.11 Exhibits: A – Office Space
B – Once A Month Space

2. DEMISE AND TERM. Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord subject to the terms of this Lease. The Term of this Lease is set forth in Section 1.5 above, unless adjusted or sooner terminated as provided herein.

3. ONCE A MONTH SPACE. Tenant shall only be allowed to use the Once a Month Space on the First Wednesday of each month and it shall be used solely for Tenant's responsibility as the Joint Court for the Village of North Prairie, Village of Eagle, Town of Eagle, Town of Mukwonago and Village of Vernon.

4. RENT. Tenant agrees to pay to Landlord at Landlord's address or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Gross Rent and any other payments due under this Lease ("Additional Rent") according to the following rent schedule:

\$[4,600.00] annually for the period from January 1, 2025 to December 31, 2025

\$[] annually for the period from January 1, 2026 to December 31, 2026

\$[] annually for the period from January 1, 2027 to December 31, 2027

\$[] annually for the period from January 1, 2028 to April 30, 2028

The obligation of Tenant to pay rent is hereby declared to be an independent covenant.

4.1 Gross Rent. Gross Rent is payable in monthly installments in advance on the first day of each month during the Term. Gross Rent is due without deduction, offset or counterclaim and all of the provisions of this Lease shall be interpreted to such end.

4.2 Operating Charges. "Operating Charges" shall mean all sums expended or obligations incurred by Landlord with respect to the Property, whether or not now foreseen, determined on an accrual basis including, but not limited to, real estate taxes, special and/or area assessments and charges, and any costs of seeking or obtaining a reduction or refund thereof; insurance covering hazards, casualties and potential losses; license, permit and inspection fees; management fees payable to third parties and/or to Landlord or its affiliates; auditors' fees and legal fees; materials and supplies; repairs and maintenance and replacements respecting the Property, including the repaving of parking areas, replanting of landscaped areas and replacing Building components, costs incurred in connection with the operation, maintenance, repair, replacing inspection and servicing (including maintenance contracts) of electrical, plumbing, heating, air conditioning and mechanical equipment and the cost of materials and supplies, tools and equipment used in connection therewith; cost of services including heat, air conditioning, electricity, gas, water and sewer and other utilities; the cost of janitorial services including the costs of materials, tools, equipment and supplies in connection therewith; and all other reasonable expenses and costs necessary or desirable to be incurred for the purpose of operating and maintaining the Property.

Landlord and Tenant agree that this shall be considered a "gross lease" and that Landlord shall be solely responsible for all Operating Charges, unless such Operating Charges are incurred due to the acts or omissions of Tenant.

4.3 Late Charge. If rent is not paid by the 10th day after it is due, then Tenant shall pay upon demand, as Additional Rent, a late charge equal to 5% of the amount required to be paid.

5. CONDITION OF PREMISES. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition.

6. USE. The Premises shall be used only for the purpose set forth in Section 1.8 and Section 3 above and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Property, use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or cause or maintain or permit any nuisance or commit or suffer the commission of any waste in, on or about the Property.

7. COMPLIANCE WITH LAWS AND BUILDING RULES. Tenant shall, at its sole cost and expense, promptly comply with all laws (including all environmental laws), statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, relating to or affecting the Premises. Tenant shall also comply with all rules and regulations established by Landlord (“Building Rules”), if any.

8. COMMON AREAS. Tenant and its employees, customers and invitees shall have the reasonable nonexclusive right to use, in common with Landlord and the other occupants of the Property and their respective employees, customers and invitees and all others to whom Landlord has or may hereafter grant rights to use the same, the public portion of the Common Areas as may from time to time exist.

9. PARKING. Landlord shall provide unreserved parking stalls on the Common Areas for use by Tenant.

10. REPAIRS. Landlord shall, at its sole determination, maintain and repair or cause to be maintained and repaired the Common Areas and the exterior walls, roof and foundation of the Building and the heating, ventilating, air conditioning, electrical, plumbing and mechanical systems provided by Landlord in the Building, and the cost thereof shall be included in Operating Charges. Tenant shall, at its expense, keep the interior of the Premises and every part thereof, in good condition and repair; and, if required by reason of acts or negligence of Tenant, its agents, employees, customers or invitees, or unpermitted use of the Premises, all repairs and replacements which otherwise would have been the responsibility of Landlord. Tenant shall be responsible for repairing any damage to the Building caused by the installation or moving of Tenant’s furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality and appearance any broken or cracked plate or other glass in doors, windows or elsewhere in or adjacent to the Premises. Landlord, at Landlord’s option, may elect to perform all or part of the maintenance, repairs and servicing which is the obligation of the Tenant hereunder which Tenant failed to do, in which event the costs thereof shall be billed directly to and paid by Tenant as Additional Rent.

11. UTILITIES. Landlord shall furnish or cause to be furnished water, sanitary sewer, electricity, heating and air conditioning for the permitted use of the Premises, the cost of which shall be included in Operating Charges. Heating and air conditioning service for normal purposes shall be provided from 9:00 a.m. to 8:00 p.m. from Monday through Friday, except holidays. No discontinuance of any utility service shall relieve Tenant from performing any of its obligations under this Lease, and Landlord shall not be liable for any discontinuance in or failure of any utility service, and no such failure or discontinuance shall be deemed a constructive eviction.

12. ALTERATIONS. Tenant shall not make any alterations, additions or improvements to the Premises.

13. LIENS. Tenant shall not suffer or permit any liens under any construction lien law to be filed or recorded against the Premises or against the interest of either Landlord or Tenant therein. If any such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

14. RIGHT OF ENTRY. Landlord and its agents shall at all times have the right to enter the Office Space to inspect the condition thereof, to supply any service to be provided by Landlord to Tenant hereunder, to show the Premises, to post “for sale” or “for lease” signs, and to alter, improve, or repair the Premises and any portion of the Building. Any entry to the Premises shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction, of Tenant or impose any liability on Landlord.

15. INSURANCE. Tenant shall, at its expense, obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance including contractual liability coverage for the indemnification obligations of Tenant contained in this Lease covering injury to or death of persons and damage to property in an amount not less than \$2,000,000.00 combined single limit per occurrence/\$2,000,000.00 annual aggregate (or such higher amounts as Landlord shall from time to time determine); (b) fire insurance, with

extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements, without deductible or coinsurance, covering the contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; and (c) such other insurance as may be required from time to time by Landlord or any underlying lessor or mortgagee of the Property. All of such policies shall be written by an insurance company or companies satisfactory to Landlord, shall cover Tenant, Landlord, and any other parties in interest designated by Landlord, as their interests may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry, and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. A certificate of Tenant's insurers in a form satisfactory to Landlord evidencing such insurance shall be furnished to Landlord within ten (10) days of request by Landlord. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease. In the event Tenant does not obtain insurance as required by this Section, Landlord shall have the right to obtain said insurance on behalf of Tenant and all costs shall be charged to Tenant as Additional Rent.

16. WAIVER OF SUBROGATION. Each party hereby expressly releases the other from liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss.

17. NON-LIABILITY OF LANDLORD. All property in or about the Property or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Property and out of rents or other income from such property receivable by Landlord and Landlord shall not be personally liable for any deficiency.

18. CASUALTY. If the Premises are destroyed or damaged by fire or other casualty covered by a standard fire and extended coverage policy, then (unless this Lease is terminated by Landlord as hereinafter provided) Landlord shall proceed, after adjustment of such loss, to repair or restore the Premises to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to restore any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. If Landlord repairs or restores the Premises as provided herein, then Tenant shall repair and restore its furnishings, furniture and equipment to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenable condition. If, however, any destruction or damage to the Premises or Building is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Building, or the proceeds of insurance are not sufficient or available to fully pay the cost of repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant. The provisions of this Section are subject to the rights of Landlord's mortgagees, if any.

19. CONDEMNATION. If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority. If any material part of the Property is so sold or taken, Landlord shall have the right to terminate this Lease as of the date possession is transferred to the acquiring authority, upon giving written notice thereof to Tenant.

20. ASSIGNMENT AND SUBLETTING. Tenant shall not consent, assign, pledge, mortgage or otherwise transfer or encumber this Lease or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law. Notwithstanding any transfer, assignment or subletting of the Premises, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof.

21. RELOCATION. Landlord reserves the right at any time during the Term to relocate Tenant to substitute premises of comparable size within the Building upon not less than thirty (30) days prior written notice to Tenant. Tenant shall have thirty (30) days to move to the substitute premises and if Tenant refuses to move to the substitute location or does not move within thirty (30) days after receipt of Landlord's notice, this Lease shall terminate immediately. Tenant shall bear the expense of relocating Tenant's furniture, equipment and personal property to the substitute premises, and Tenant shall use reasonable efforts to minimize disruption to Landlord's business operations to the extent practical. Upon such relocation the substitute premises shall become the Premises for all intents and purposes under this Lease.

22. DEFAULT AND REMEDIES. If Tenant shall fail to pay the Gross Rent, Additional Rent or any charge due hereunder, or Tenant shall fail to perform any of the other covenants or conditions on the part of Tenant, then Landlord may, upon notice to Tenant, recover possession of and reenter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Gross Rent, Additional Rent, and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and reasonable attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and reasonable attorney fees connected with the reletting of the Premises. As an alternative, at the election of Landlord, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Gross Rent, Additional Rent and other charges due and owing through the date of termination). In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise. Landlord may, but shall not be obligated to, cure any default by Tenant.

23. COSTS AND ATTORNEY FEES. Tenant shall pay all costs, expenses and reasonable attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this Lease, whether or not litigation is commenced.

24. INTEREST. Any amount due from Tenant to Landlord which is not paid within ten (10) days after its due date shall bear interest at an annual rate equal to the greater of (i) 2% per annum in excess of the prime rate of interest as reported from time to time in The Wall Street Journal, or (ii) 12% per annum (but in no event shall such rate of interest exceed the maximum rate permitted to be charged by law).

25. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of the Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the date of termination of this Lease, and Tenant shall

repair any and all damage caused by such removal. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

26. HOLDOVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease without the execution of a new lease or without the consent of the Landlord, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy; provided, that Tenant shall pay a use and occupancy charge equal to 200% times the latest Gross Rent, in addition to the Additional Rent, computed on a daily basis and provided further, that Landlord shall retain the right to seek an immediate eviction of Tenant.

27. SUBORDINATION TO MORTGAGES. This Lease is and shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed on or against the Property and/or Building, without the necessity of the execution of any further instruments on the part of Tenant, provided that any subordination shall be conditioned upon such holder recognizing the rights of Tenant under this Lease so long as Tenant is not in default beyond any applicable cure period. Tenant agrees to execute and deliver such further reasonable instruments evidencing such subordination of this Lease to the lien of any such mortgages as may be required by Landlord, provided the foregoing nondisturbance provisions are included.

28. ESTOPPEL CERTIFICATES. Tenant agrees that at any time and from time to time upon not less than 15 days prior request of Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the Gross Rent, Additional Rent and other charges have been paid, and (c) that, so far as the Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or any mortgagee of the Property may reasonably require.

29. NOTICES. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing, and delivered in person or sent by either United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service. Notices and demands to Tenant shall be addressed to it at the address stated in Section 1.10. Notices and demands to the Landlord shall be addressed to it at the address stated at Section 1.9.

30. EXECUTION. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant.

31. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder).

32. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

33. AUTHORITY. If Tenant is an entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity in accordance with its terms without the joinder or approval of any other person.

34. INDEMNITY. Tenant will protect, indemnify and save harmless Landlord and Landlord's employees, elected officials and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by Landlord by reason of (a) any accident, injury to or death of persons or loss of damage to property occurring on or about the Premises or any part thereof or the adjoining properties, sidewalks, curbs, streets or ways; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord and/or Landlord's agents by reason of any such occurrence, Tenant will, at Tenant's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel approved by Landlord.

35. SECURITY DEPOSIT. N/A.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned have executed this Lease as of the date first written above.

LANDLORD

TENANT

VILLAGE OF NORTH PRAIRIE

JOINT MUNICIPAL COURT

By: _____
Name: _____
Title: _____

By: _____
Its: _____
Title: _____

EXHIBIT A
OFFICE SPACE

(See Attached Floor Plan)

EXHIBIT B

ONCE A MONTH SPACE

(See Attached Floor Plan)