

**VILLAGE OF NORTH PRAIRIE**  
**Village Board Meeting**  
**March 13, 2025 – 6:30 p.m.**  
**130 N Harrison St., North Prairie, WI**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Confirmation of Proper Notice of Meeting**
5. **Approval of February 13, 2025 – Village Board Meeting Minutes**
6. **Reports:** Building Inspector, Fire, Police and Public Works Department
  
7. **PUBLIC COMMENT** – (No official action will be taken under Public Comment)  
Note: Comments will be limited to 3 minutes per resident
  
8. **VILLAGE PRESIDENT**
  - a. Report to Village Board.
  - b. Discussion and/or Action as Necessary: Extra-Territorial Certified Survey Map – Town of Mukwonago, Tax Key Number MUKT 189498, Zakrzewski 2006 Joint Revocable Trust.
  
9. **VILLAGE ADMINISTRATOR/CLERK/TREASURER**
  - a. Report to the Village Board.
  - b. Discussion and/or Action as Necessary: Converting North Prairie bank accounts held at Mukwonago Citizens Bank classified as Advantage Savings accounts to accounts earning higher interest rates.
  - c. Discussion and/or Action: Life Insurance policy for full-time employees.
  - d. Discussion and/or Action as Necessary: Policy No. FIN 2025-02 – Handling Park & Community Center Rental & Deposit Payments.
  
10. **PUBLIC SAFETY & PROTECTIVE SERVICES COMMITTEE**
  - a. Report on discussion and/or action taken at previous meetings, reports or future agenda items
  - b. Discussion and/or Action as Necessary: Letter to the Village of Eagle and Town of Eagle regarding the reallocation of the current percentages paid by each municipality pursuant to the Intermunicipal Agreement concerning the Kettle Moraine Fire District, Kettle Moraine Fire Board and Kettle Moraine Fire Commission.
  - c. Discussion and/or Action as Necessary: Lease agreement with the Joint Municipal Court.
  
11. **PUBLIC WORKS BUILDING & GROUNDS COMMITTEE**
  - a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
  - b. Discussion and/or Action as Necessary: The John's Disposal original contract and amendment No. 1 to the original contract.
  - c. Discussion: Progress update regarding the ATV/UTV signage, application to the state, and Waukesha County.

## **12. PERSONNEL & POLICY COMMITTEE**

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action as Necessary: Rescinding Policy No. FIN 2016-02 regarding Village Expenditures and replacing with Policy No. FIN 2025-01.

## **13. FINANCE & FEE COMMITTEE**

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action as Necessary: Review and approval monthly bills and payroll.

## **14. Motion to Adjourn**

Personnel matters are not an appropriate subject for this forum and should be referred to the Village Office. Any comments which may violate the individual rights of an employee and/or representative of the Village will not be permitted. It is possible that members or possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting(s) other than the governmental body specially 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.

Evelyn Etten  
Administrator/Clerk/Treasurer  
March 10, 2025

**VILLAGE OF NORTH PRAIRIE**  
**Village Board Meeting**  
**February 13, 2025**

**1. Call to Order**

President Hall called the February 13, 2025, Village Board meeting to order at approximately 6:31 pm.

**2. Roll Call**

Roll call was taken with the following in attendance: President Deb Hall, Trustee Donna Samuels, Trustee Mike McCormick, Trustee Dave Schroeder, Trustee Frank Rewasiewicz and Trustee Cheri Lampe.

Also in attendance: Police Chief Sal Tamez, Administrator/Clerk/Treasurer Evelyn Etten, Interim Clerk Nancy J. Zastrow and seven (7) residents.

**3. Pledge of Allegiance**

The pledge was recited by those present.

**4. Confirmation of Proper Notice of Meeting**

Administrator Etten confirmed the agenda was posted on the website and posted in three locations.

**5. Approval of January 9, 2025 – Village Board Meeting Minutes**

Trustee Samuels moved, seconded by Trustee Rewasiewicz to approve the minutes with the correct spelling of McGavoc on page 3. Motion carried.

**6. Reports: Building Inspector, Fire, Police, and Public Works Department**

Department reports were included in the agenda packet. There were no comments.

**7. PUBLIC COMMENT – (No official action will be taken under Public Comment)**

Note: Comments will be limited to 3 minutes per resident

President Hall moved, second by Trustee Rewasiewicz to open Public Comment at approximately 6:36 pm. Motion carried.

Deb Carrasco-Zanini – gave a report from Friends of Prairie Gardens – they have been working on buckthorn removal, and they were working with Amber Pellegrino to donate two (2) trees to Village. It was stated they will work with Trustee Samuels on this project.

She also noted 11d on the agenda regarding weed control – she wanted to thank the Board for not using weed killer which could do harm to the Native Gardens located in the Prairie Village Park subdivision and not spray north – south end of Village Hall.

There were no other public comments.

President Hall moved to close the public comments, seconded by Trustee Samuels. Motion carried.

**8. VILLAGE PRESIDENT****a. Report to Village Board**

President Hall read a thank you from the family of Trustee Rewasiewicz for the beautiful plant sent for his father-in-law's funeral.

Plan Commission was presented with a site plan for condominiums at Broadlands. This will come back as an amendment to the PUD, and they will need to include stormwater and grading plans.

The Prairie Village Water Trust meeting was held, and they have stated they will be more transparent. She stated as the Village Board we will continue to facilitate communication.

The Kettle Moraine Fire Board meeting was on January 23<sup>rd</sup>. The Fire Board approved an increase in fees for fire/EMS/Ambulance services, which are a 50% increase of each fee. Chief Nottling is to provide an updated fee schedule.

**b. Discussion and/or Action as Necessary: Waukesha County Jt. Powers Agreement for County 9-1-1 Emergency System**

President Hall presented the annual 9-1-1 agreement with Waukesha County.

President Hall moved, second by Trustee Samuels to approve the Waukesha County Jt. Powers Agreement for County 9-1-1 Emergency System as presented. Motion carried.

**c. Discussion and/or Action as Necessary: To authorize the Village Administrator to re-post employment ad for Deputy Clerk or post employment ad Administrative Assistant type position**

President Hall explained staff would like to repost for the Deputy Clerk/Administrative Assistant position. Staff received one application. Discussion followed regarding reposting looking for technology background and not so heavy on Deputy Clerk/Treasurer. The Personnel and Policy committee will look at this at its next meeting.

**d. Discussion and/or Action as Necessary: Recommendation from the Plan Commission to set a Public Hearing for the amendment of Section 7.4A pertaining to the size of detached accessory buildings.**

No action on this item.

**9. VILLAGE ADMINISTRATOR/CLERK/TREASURER****a. Report to the Village Board**

Administrator Etten reported there will be a February 18<sup>th</sup> primary for State Superintendent of Schools, and we will have the April 1<sup>st</sup> Election.

New office hours are working well. We are open to the public 2 ½ days a week.

Deputy Clerk applications only received one applicant.

She found the spending authority policy and included it in the agenda packet.

RFPs for Auditors were sent out and we received five (5) proposals. This will be discussed later on the agenda.

Designate set times and dates for all committee meetings. Currently, Plan Commission and Village Board are the only committees who have a scheduled date. It would make it easier for staff if a set date and time are established.

Current tasks – working on updating the Employee Handbook, RFP's for zoning ordinance and Comprehensive Plan updates and job descriptions.

#### **10. PUBLIC SAFETY & PROTECTIVE SERVICES COMMITTEE**

##### **a. Report on discussion and/or action taken at previous meetings, reports or future agenda items.**

Trustee McCormack reported.

The Municipal Court is trying to find the lease agreement for the use of Village Hall for court. They are paying the Village \$4600/annually. The committee is reviewing the lease payment.

Currently, the Administrator is logging her time when she does court related duties. We are going to bill the court quarterly for Administrator time at \$60/hour. When the Administrator is answering or dealing with court issues, it takes her away from performing her regular duties.

Fire District – Trustee Schroeder did an analysis, which shows the Village usage of the KMFD is approximately 24% compared to the agreement which requires the Village to pay 37% of the KMFD budget. President Hall explained that per the Fire District Agreement between the municipalities, the Village of North Prairie is required to pay 37% of the KMFD budget for five (5) years when we agreed to merge with the Town and Village of Eagle. Per the agreement, any municipality can request a review and reallocation of the percentage split in the agreement. Trustee Rewasiewicz stated we are paying for on-call instead of per call and that makes a huge difference in KMFD budget. President Hall stated the next step is to have Protective Services Committee review and provide a recommendation to the Village Board.

Police patrol hours for the years 2022, 2023 and 2024 are decreasing each year and the committee will continue reviewing.

The Public Safety & Protective Services Committee will meet on the last Wednesday of each month at 4:00 p.m.

#### **11. PUBLIC WORKS, BUILDING & GROUNDS COMMITTEE**

##### **a. Report on discussion or action taken at previous meetings, reports, or future agenda items.**

Trustee Samuels reported the committee met.

CDBG grants are on hold, but the Village did receive reimbursement for 2024. Any future grants are on hold per the County. The grants were issued every other year, and we will wait to hear the status of the program.

Ferris Road project – Trustee Samuels met with Payne & Dolan and got an estimated cost for this project. There are LRIP funds to use for this project. The committee will follow up on this.

John Deere tractor is repaired and back in the shop. So far there have not been any leaks, and the switch is also fixed.

**b. Discussion and/or Action as Necessary: Aquatic Biologist, Inc. annual contract and fish restocking fees for the ponds.**

The annual contract for pond located in the Prairie Village subdivision. Aquatic Biologist have worked with us in the past. The committee is recommending acceptance of the quote from Aquatic Biologist in the amount of \$3,220.00. Discussion followed regarding the additional cost of 250 pounds of minnows with an additional cost. Public Works Dave Molitor is checking on another vendor for the minnows.

Trustee Samuels moved to approve \$3,220.00 with increase to \$4,000.00 for minnows and not to exceed \$4,000.00 for pond maintenance. Trustee Rewasiewicz seconded the motion and carried.

**c. Discussion and/or Action as Necessary: COM2 contract for recycling events.**

Trustee Lampe worked on gathering the information to host a recycling event in the Village for TV's, monitors, etc. This would be a free event to the Village. We are working on a two-day event, first one on May 15<sup>th</sup> from 4:00 – 7:00 pm and the next on October 11<sup>th</sup> from 9:00 am – 12:00 noon. The event will be held at Village Hall. Discussion followed. President Hall noted the wording to indemnify needs to be removed from the contract. President Hall is also concerned with using the Village Hall parking lot. She noted she had cleaned up the contract, removing parts that referred to Illinois law. Discussion followed.

Trustee Samuels moved, second by Trustee Lampe to approve the agreement with COM2 for an electronic event with the suggested amendments from President Hall. Motion carried.

**d. Discussion and/or Action as Necessary: Envirocon annual contract for turf maintenance, fertilization, weed control and annual mulching.**

This is the annual contract for turf maintenance. Tru Green has increased their pricing. Envirocon has done the work for the Village in the past. There is a 45-day window for the completion of the work.

Trustee Samuels moved, seconded by Trustee Rewasiewicz, to approve the contract with Envirocon in the amount of \$2,310.00 as presented. This would be just turf fertilization and weed control for all Village properties. Motion carried.

**e. Discussion and/or Action as Necessary: Midwest Pros Exterior Painting of chain link fence at the tennis courts and acknowledgement of \$1,000 donation.**

Midwest Pro submitted a quote last year and the price for 2025 would be \$2,250.00 and they have offered to donate \$1,000.00 to the Village. The balance to be paid would be \$1,250.00. They would like a letter of donation for the \$1,000.00 from the Village.

Trustee Samuels moved, seconded by Trustee Lampe to accept Midwest Pros Fence bid for painting the chain link fence at the tennis court for \$2,250.00 and to accept the \$1,000.00 donation for a total cost to the Village of \$1,250.00. Motion carried.

**f. Discussion and/or Action as Necessary: Stop N Go Portables contract for portable toilets in the parks.**

Stop 'n Go has presented a quote for portable toilets in the parks. \$50.00 for pickup and \$50.00 for delivery of the portable toilets. The monthly cost would be \$89 x 3 per month for a total of \$2,236.00. Public Works Molitor has been very happy with this company.

Trustee Samuels moved, seconded by Trustee Rewasiewicz to accept the quote from Stop 'n Go for portable toilets in the amount of \$2,236.00. Motion carried.

**12. PERSONNEL & POLICY COMMITTEE**

**a. Report on discussion or action taken at previous meetings, reports, or future agenda items.**

The committee met on January 29<sup>th</sup> and have set their monthly meetings for the third (3<sup>rd</sup>) Tuesday of the month at 8:00 am. Future items for the committee are:

- Looking at mission statement and core values for the Village
- Job descriptions
- Employee Handbook
- Policy for Deputy Clerk writing committee agendas and minutes
- Recodification
- Looking at committee structure and responsibility
- 30-day review with the Administrator – this will be done at the February 18<sup>th</sup> meeting
- Reviewing spending policy and possibly increasing limits
- Reinstating life Insurance policy for full-time employees.

**b. Discussion and/or action as Necessary: Vacant Board Trustee position.**

President Hall explained with the resignation of Trustee Pellegrino; the Board has options to fill the position. The Board could conduct a special election, appoint someone to fill or take no action. Trustee Pellegrino's term is up in April 2025.

President Hall moved, Trustee Schroeder seconded to leave the vacant trustee position vacant until the April, 2025 election when the position will be filled due to the election. Motion carried.

**13. FINANCE & FEE COMMITTEE**

**a. Report on discussion or action taken at previous meetings, reports, or future agenda items.**

Trustee Rewasiewicz reported the committee met and looked at the bills and payroll. They also reviewed the auditor proposals and R & R Insurance. Next month, they will look at re-valuation and met with Associated Appraisal.

**b. Discussion and/or Action as Necessary: Review and approval of monthly bills and payroll.**

Trustee Rewasiewicz moved to approve payment of checks #19729-19879, 19746, 19796, 19834 in the amount of \$2,437,388.11. Trustee Schroeder seconded the motion. Trustee Rewasiewicz explained there are tax settlement checks included in the check amount. Motion carried.

**c. Discussion and/or Action as Necessary: Review Audit Proposals from four auditing firms with recommendation and/or approval.**

Trustee Rewasiewicz explained we received five (5) proposals for audit services.

Baumann & Associates from Eau Claire offer a virtual presentation to the Board.

Trustee Rewasiewicz moved, seconded by Trustee Schroeder to approve Baumann & Associates in the amount not to exceed \$20,500 for auditing services. Administrator Etten stated she spoke with representatives from four of the firms and she is comfortable working with Baumann & Associated for the next three years. Motion carried.

**14. Motion to Adjourn**

Trustee Rewasiewicz moved, seconded by Trustee Schroeder to adjourn the February 13<sup>th</sup>, 2025 Village Board meeting at approximately 7:42 pm. Motion carried.

Respectfully submitted,

Nancy J. Zastrow  
Interim Clerk





# Kettle Moraine Fire District

Station 33 126 E. Main Street, Eagle, WI 53119 (262)-594-3302

Station 35 108 N. Oakridge Drive, North Prairie, WI 53153 (262)-392-2700

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## Chief's monthly report:

- For the month of February, the district responded to 42 calls.
- As of today, February 24, 2025, we are at 94 total calls for service for the year.
- T35 is back in service at Station 35. The repairs were completed at Best Truck. We are waiting for paperwork, as well as working on figuring out who authorized the repairs as it was not anyone employed with the district. T35 was dropped off, along with numerous business cards of KMFD Officers as I was going to be out of town. On my arrival home, I stopped at the shop and the repairs were in progress. Coming back to the office, I contacted our officers and found that no one had received a phone call regarding any of the repairs. I was told however that the repairs would be significantly less than the previous estimate that we received.
- All the other apparatus is currently in service, however there have been a host of minor repairs that we have been able to handle in-house to this point.
- There is a Waukesha County Communications Radio Workshop scheduled for March 17 at 3:00 pm. I would encourage municipal board members to attend. If we are not awarded the AFG grant for radios, we will need to come up with a plan for funding to replace our current radios. I will attach a copy of the agenda for the meeting.
- Our annual awards banquet was held on February 22<sup>nd</sup>. It was a great evening! Firefighter of the year went to Dave Rockteacher, EMT of the year went to Dave Pugh, Support person of the year went to Dennis Sudbrink, and the Leadership award was presented to Assistant Chief Wilton. I would like to apologize to anyone that was not invited to this event, there was no one left out intentionally, and the committee will regroup for next year to make sure all that are invited.
- On Friday, February 28, the KMFD responded to assist the Palmyra Fire Department with a large wildland fire. The fire ended up burning just over 90 acres. Please remember that only YOU can prevent forest fires.

Below are the calls for service.

Please feel free to contact me with any questions or concerns.

Respectfully submitted,

Dan Nottling  
Fire Chief



# Kettle Moraine Fire District

Station 33 126 E. Main Street, Eagle, WI 53119 (262)-594-3302

Station 35 108 N. Oakridge Drive, North Prairie, WI 53153 (262)-392-2700

2025

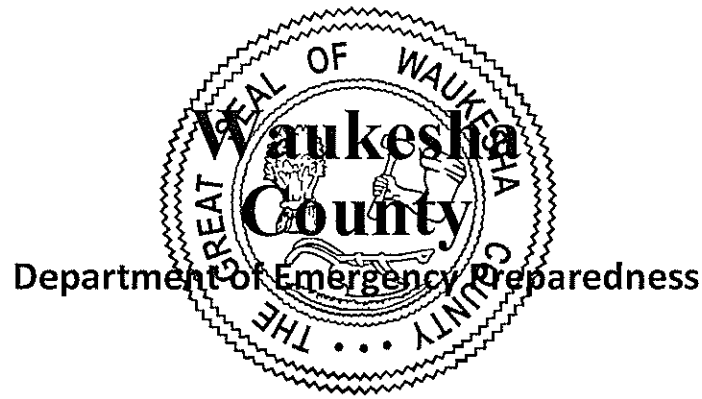
	EMS	Fire	Fire/EMS	TOE	VOE	VONP	MA	Total
January	30	17	1	24	7	6	11	48
February	31	7	4	17	11	8	6	42
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
	61	24	5	41	18	14	17	90

**Call  
Total 90**

Mutual Aid	17	19%
Town of Eagle	41	46%
Village of Eagle	18	20%
Village of North Prairie	14	16%

**Paul Farrow**  
County Executive

**Gail Goodchild**  
Director



## Radio Workshop

March 17, 2025

Waukesha County Communications Center  
1621 Woodburn Rd, Waukesha

1. Welcome
2. Future of Radio System
  - a. Motorola Contract
  - b. WiPSN Updates
  - c. Phase 2
3. Radio Advisory Council Updates
  - a. Standard Comms Plan
  - b. SmartConnect Discussions
  - c. Workgroup
4. Radio Replacements
  - a. Motorola Radios
    - i. Radios No Longer Supported
    - ii. Phase 2
      1. Flash Updates
      2. Noncompatible Radios
    - iii. Timeline for Replacements
    - iv. Model Comparisons
  - b. Needs Assessment
    - i. Discuss features necessary for discipline
  - c. Organized Purchase
5. Next Steps

**North Prairie Police Department  
Monthly Report  
February 2025**

	Current Month	YTD*
Calls for Service	24	65
Citations/Charges	04	12

**CITATIONS/CHARGES ISSUED**

Non-Registration of Vehicle  
Operating After Revocation  
Speeding in School Zones  
Exceeding Speed Zones/Posted Limits

**OTHER CALLS**

Assist Citizen  
Assist Town of Mukwonago PD  
Citizen Contact  
Extra Patrol  
Found Property  
Gas Skip  
Harassment  
Juvenile Problem  
Monitor School Zone  
Ordinance Warning-Verbal

**SQUAD MILES: & MAINTENANCE**

SQUAD 687: 736.7

SQUAD 686: 0

**HOURS:**

CHIEF: 83  
ASSISTANT CHIEF 24  
PATROL 132.25  
CLERICAL: 111.5

# Work Shift Comparison

## NORTH PRAIRIE POLICE DEPARTMENT

From 2/1/25 To 2/28/25

Date Run: 3/4/2025

**Category: Assist**

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Assist Citizen	3	2		1
Assist Town of Mukwonago Police		1		
Citizen Contact		1		
Extra Patrol	3	1		
Matter of Record- WSD	8	6	2	

Assist subtotals:

14      11      2      1

**Category: Criminal**

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Gas Skip	1	1		
Harassment - Phone Calls/Texts	1			

Criminal subtotals:

2      1      0      0

**Category: Ordinance**

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Ordinance Warning- Verbal	1			

Ordinance subtotals:

1      0      0      0

**Category: Service**

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Found Items/Property	3			
Investigation/Take Report		1		
Juvenile Problem		1		
Matter of Record			1	

Service subtotals:

3      2      1      0

**Category: Traffic**

<u>Nature of Incident</u>	<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
Monitor School Zone	2			
OAS/OAR/Other License Violations	1			
Registration/Title Violation	2			
Speeding Violation	2			

Traffic subtotals:

7      0      0      0

**Grand Totals:**

<u>1st Shift</u> <u>07:00 to 14:59</u>	<u>2nd Shift</u> <u>15:00 to 22:59</u>	<u>3rd Shift</u> <u>23:00 to 06:59</u>	<u>No Time Entered</u>
27	14	3	1

# February 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Butina
2	3 Brent	4 Ryan	5 Ryan Brent	6 Hennlich Butina	7 Sarah Matt	8 Hennlich Butina
9	10 Kim Brad	11 Brad	12 Kyle	13 Ryan	14 Ryan	15 Hennlich
16	17 Kim Butina	18 Brad Kim	19 Kim Kyle	20 Brent	21 Ryan	22 Hennlich
23	24 Hennlich	25 Ryan	26 Hennlich	27 Brent	28	
Matt	Butina	Sarah	Kyle	Butina		

## Village Clerk

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**From:** Dave Molitor  
**Sent:** Tuesday, March 4, 2025 4:51 PM  
**To:** Village Clerk; Deputy Clerk; Deborah Hall; Donna Samuels; Cheri Lampe; Frank Rewasiewicz; Dave Schroeder; Michael McCormack  
**Subject:** February DPW Report

Clean Village Hall weekly

File and go thru papers at Village Hall for shredding and placing what's pertinent into file drawers

Took Christmas Decorations down on Main Street and Hwy 59/volunteers Dave Stellpflug and Donna Samuels helped take down Decos.

Donna and Kaye installed new toilet at Village Hall

Kellen is continuing to put away files for each home in village so tax keys and building permits are easily accessible and can be found in 1 place.

Salting and plowing operations February 5<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup>

Picked up tractor from Proven Power

### **Dave Molitor**

North Prairie Public Works

Cell Phone: 262-470-9425

130 N Harsion Street

North Prairie, WI 53153

dave.molitor@northprairiewi.gov

## Village Clerk

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**From:** Dzak <Dzak@green-geo.net>  
**Sent:** Monday, February 10, 2025 3:08 PM  
**To:** Village Clerk  
**Cc:** Ben Greenberg; Jzak  
**Subject:** Zakrzewski - CSM Review  
**Attachments:** CSM 10 29 24 (Zakrzewski) .pdf; Town of Mukwonago- Zakrzewski .pdf; County of Waukesha Letter- Zakrzewski .pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good Afternoon,

Attached is the CSM with the decision listed notes from Waukesha County as well as the Town of Mukwonago. Per Ben Greenberg, the senior planner of the Town of Mukwonago, we would like to request North Prairie to review the notes from the County as well as Town of Mukwonago. After North Prairie's acceptance of the Draft CSM and comments from Town of Mukwonago and Waukesha County, I shall have my engineer put said notes on final CSM and submit for proper signatures.

Please let me know if anything else is needed at this time.

Thank you,

Diane T Zakrzewski





Town of Mukwonago  
Waukesha County

W320 S8315 Beulah Road • Mukwonago, WI 53149  
Phone: (262) 363-4555 • Fax: (262) 363-8377

January 10, 2025

Zakrzewski 2006 Joint Revocable Trust  
1507 Emerald Dr  
Hartford, WI 53027-9033

Subject: [2024-11] Conditional approval of a Certified Survey Map at for tax parcel MUKT1894998

Dear Ms. Zakrzewski:

On January 8, 2025 the Town Board upon recommendation by the Town Plan Commission reviewed and approved your Certified Survey Map for tax parcel MUKT1894998, in the Town of Mukwonago, subject to the following terms and conditions:

1. The proposed Lot 1 cannot contain lands which are not part of the subject property. Therefore, Lot 1 must terminate at the railroad right of way and the lands south of the railroad right of way shall be identified as Outlot 1.
2. The boundaries and dimensions of Lot 1 and Outlot 1 must be shown on the CSM.
3. The intended use of Outlot 1 must be noted.
4. A note shall be added to the CSM which states: Lot 1 and Outlot 1 cannot be sold separately.
5. The surveyor's seal, signature, and date must appear on all sheets of the final CSM. The same revision date must also be noted on each sheet.
6. The lands to be dedicated for public road purposes must be identified as such.
7. Road dedications shall be in accordance with the Established Street and Highway Width Map of Waukesha County. The right-of-way of STH 59 is 120 feet. Please revise the variable ROW notes on the CSM.
8. The subdividers phone number is not required to be placed on the CSM and can be removed.
9. The Waukesha County Shoreland Protection Ordinance jurisdictional boundary shall be added to the CSM.
10. A note shall be placed on the CSM which states: The existing field entrance is for use related to maintaining and harvesting crops. Any change of that use requires a reevaluation by WisDOT to determine the safety of that connection. This will require a new WisDOT connection permit application and permit.
11. Per WI Ch. 236, the following note shall be placed on the CSM: "Any land below the ordinary high-water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution."



## Town of Mukwonago Waukesha County

W320 S8315 Beulah Road • Mukwonago, WI 53149  
Phone: (262) 363-4555 • Fax: (262) 363-8377

12. Remove the signature block for the Plan Commission on sheet 4. (The Plan Commission is advisory.)
13. Staff and Governmental Approval. Prior to the Town signing the CSM, the commencement of any construction of any improvement, whether public or private, or any site development, the developer shall satisfy all comments, conditions and concerns of the Town Engineer (if applicable), the Town Planner and all reviewing, objecting and approving bodies, including, but not limited to, the Wisconsin Department of Administration per ch. 236, Wisconsin Statutes and ch. Comm. 85, Wisconsin Administrative Code; Wisconsin Department of Administration per ch. 236, Wisconsin Statutes; and Waukesha County Parks and Land Use Department.
14. Professional Fees. Petitioner shall, on demand, reimburse the Town for all costs and expenses of any type that the Town incurs in connection with this development, including the cost of consulting fees for the review and preparation of required documents or attendance at meetings or other related professional services for this application, as well as to enforce the conditions in this conditional approval due to a violation of these conditions.
15. Payment of Charges. Any unpaid bills owed to the Town by the subject property owner or his or her tenants, operators or occupants, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees owed to the Town; shall be placed upon the tax roll for the subject property if not paid within thirty (30) days of the billing by the Town, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Town, including possible cause for termination of the conditional approval.
16. Surveyor's responsibility. Although the Town of Mukwonago has reviewed the certified survey map, the surveyor is entirely responsible for the thoroughness and accuracy of the survey and related matters and compliance with all state and local codes, ordinances, and procedures. Modifications to the survey may be required should errors or changed conditions be found at a future date.

If you should have any questions, do not hesitate to contact me at 262-204-2350.

Sincerely,

*Benjamin Greenberg*

Ben Greenberg, Town Planner/Zoning Administrator

cc: Kathy Karalewitz, Town of Mukwonago Town Administrator  
cc: Jacob Heermans, Waukesha County Planning and Zoning  
cc: Kevin Koehnke, WisDOT

**Paul Farrow**  
County Executive

**Dale R. Shaver**  
Director



**Waukesha County**  
*Department of Parks and Land Use*

**TO:** Town of Mukwonago Clerk

**NOTICE OF:** Conditional Approval of Certified Survey Map

**DATE OF REVIEW:** December 12, 2024

**RE:** Certified Survey Map for: **Diane Zakrzewski**  
**File No. SCS-1529**

**LOCATION:** Part of the NW ¼ of Section 6, T5N, R18E, Town of Mukwonago. More specifically, the property is located on STH 59, south of S63 W33975 STH 59.

**TAX KEY NO.:** MUKT 1894.998

**SUBDIVIDERS:** Diane Zakrzewski  
P.O. Box 247  
North Prairie, WI 53153

**SURVEYOR:** Mohammad Ranjha  
Jahnke and Jahnke  
524 Bluemound Road  
Waukesha, WI 53188

**DATE RECEIVED:** October 29, 2024

**DATE OF CSM:** June 13, 2024

**APPLICABILITY:** The above subject Certified Survey Map has been reviewed by the staff of the Waukesha County Department of Parks and Land Use pursuant to the provisions of the Waukesha County Shoreland and Floodland Subdivision Control Ordinance as authorized by S.236.34 and S.236.45, Wisconsin Statutes.

**REMARKS:** Conditional Approval of this Certified Survey Map (CSM) is based on the following conditions being satisfied prior to approval of the Final Certified Survey Map:

1. Please submit a revised Certified Survey Map for review and approval that resolves the conditions listed below.

Our office will contact you once we have reviewed the revised CSM and advise if your CSM has been approved.

When all conditions have been resolved and final approval is obtained, please contact the County Planning and Zoning Division Office to *schedule an appointment for the County signature on an original copy of the Final Certified Survey Map as prepared and provided by your surveyor to the recording requirements stated in Chapter 236 of the State Statutes.*

2. Please be advised that the CSM, and its subsequent revisions, that are the subject of this review must be recorded with the Waukesha County Register of Deeds office within one (1) year of the date of this CSM Conditional Review Letter or the review is nullified, and the applicant must resubmit documentation and payment for a new review.
3. All easements, such as proposed or existing drainage ways, access, sanitary sewer and/or utility easements shall be shown on the CSM. Any related recorded document numbers shall also be noted on the CSM.
4. If there is drain tile present, its location and function shall be disclosed on future submittals.
5. The septic note on Sheet 1 shall be revised to read, "Lot 1 is not considered a buildable lot until a soil test is completed verifying the lot contains suitable soils for an on-site Sewage Disposal System, based on the Waukesha County Code of Ordinance Regulating On-Site Sewage Disposal Systems, outside of the designated Wetland areas."
6. All lands lying south of the railroad shall be identified as an Outlot, as they are not contiguous to the lands to the north of the railroad. The purpose of the Outlot shall be identified on Sheet 1 of the CSM.
7. A note must be placed on the Certified Survey Map indicating that Outlot \_\_\_ cannot be sold separately from Lot \_\_\_ except to the owner(s) of another adjacent parcel.
8. Given the revised CSM will be shown as a lot and an outlot, all notes that currently refer to Lot 1 only shall be checked to ensure they are still accurate and/or should instead state Lot 1 and Outlot 1, or simply Outlot 1.
9. The right-of-way of STH 59 is 120' per the Street and Highway Width Map. Please revise the subsequent notes on the document.
10. A note shall be added to the CSM that states, "The current connection to STH 59 is a farm access only. Any changes in use shall require WISDOT approval for a new or improved connection to the highway".
11. STH 59 shall be restricted from further access by hatching and a related note restricting further access on the face of the CSM.
12. There is a documented natural area (North Prairie Railroad Prairie) on the subject property, adjacent to the railroad tracks. Natural areas and critical species habitats sites contain rare, threatened and endangered animal and plant species, which are important components of the biodiversity of the County and region. The SEWRPC Regional Natural Areas and Critical Species Habitat Protection and Management Plan for

Southeastern Wisconsin (Report No. 42) generally recommends that ownership of Natural Areas and properties containing Critical Species Habitat be transferred to public or non-profit agencies to ensure preservation of sensitive natural resources. We have copied the Waukesha County Land Conservancy on this correspondence to determine if they have any interest in ownership and/or an easement to maintain the natural area.

13. The Ordinary High Water Mark boundary and elevation of Jericho Creek, must be shown on the Certified Survey Map. The date and source of the determination shall be noted on the Certified Survey Map. In lieu of determining the Ordinary High Water Mark, the location of the top of bank and elevation may be identified on the Certified Survey Map. The vertical datum of the water elevation shall be identified.
14. Per Ch. 236 WI State Statutes, the following note shall be added to the face of the Certified Survey Map, "Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution."
15. The jurisdictional limits of the Waukesha County Shoreland Protection Ordinance must be shown on Sheet 1 of the Certified Survey Map, which on this property are 300 feet from the Ordinary High Water Mark of Jericho Creek or to the landward side of the regulated floodplain, whichever is greater.
16. Because the wetlands, floodplain and PEC are approximated, the following note shall be added to the face of the CSM, "If a future building/structure is proposed to be constructed in close proximity to the wetland/floodplain/primary environmental corridor, it may be necessary for the boundary to be field delineated. All setbacks required by the Waukesha County Shoreland and Floodland Protection Ordinance or Town of Mukwonago at the time of development shall apply."
17. The source and date (FEMA FIRM Panel 55133C0291H, revised October 19, 2023) of the approximate Floodplain boundary shall be noted on the face of the CSM.
18. "Primary Environmental Corridor/Wetland/Floodplain Preservation Area Restrictions", as enclosed below, shall be added to the Certified Survey Map.
19. This Certified Survey Map is located in an area with mapped soils that may have seasonal high groundwater. Therefore, the following restriction must be placed on the Certified Survey Map:

**BASEMENT RESTRICTION – GROUNDWATER**


The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. The Waukesha County Shoreland Protection Ordinance and the Waukesha County Zoning Code currently require that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence (or addition) will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland Protection Ordinance and the Waukesha County Zoning Code, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Mukwonago must also be complied with.

20. This Certified Survey Map is located in an area with mapped bedrock. Therefore, the following restriction must be placed on the Certified Survey Map:

BASEMENT RESTRICTION – BEDROCK

Although all lots in the Certified Survey Map have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

- 21. The surveyor’s seal, signature, and date must appear on all sheets of the Final Certified Survey Map. The same revision date must be noted on all sheets of the Final Certified Survey Map.
- 22. On Sheet 5, the Town of Mukwonago Plan Commission Approval signature block shall be removed.
- 23. On Sheet 5, under the Town Board of Mukwonago Approval, Kelly Mueller-Deputy Clerk/Treasurer shall be removed.
- 24. This Certified Survey Map is within the extra-territorial jurisdiction of the Village of North Prairie. The Certified Survey Map must be submitted to the Village of North Prairie for their review and signature, unless the Village waives their right to extra-territorial review. The Planning and Zoning Division staff must be advised of this waiver by the Village of North Prairie.
- 25. A signature certificate for the Village of North Prairie, must be added to the Certified Survey Map.
- 26. The Surveyor’s/Owner’s Certificate shall be revised to also reference the ordinances of Waukesha County and the Village of North Prairie.
- 27. The owners of the adjacent unplatted lands shall be identified on the face of the CSM.
- 28. The word ‘dedicated’ shall be removed from the Owners Certificate as no lands have been dedicated in this CSM.
- 29. The notary section of the Owner’s Certificate shall refer to the Trust as owner, not Diane Zakrzewski, owner. She could serve as the representative for the Trust if the CSM is worded as such.
- 30. It is recommended the year for all dates on the revised CSM be written as 202\_.

**SIGNED:**   
 \_\_\_\_\_  
 Jacob Heermans, Senior Land Use Specialist  
 (262) 548-7790

**REVIEWED AND APPROVED BY:**   
 \_\_\_\_\_  
 Sandra Scherer, Senior Planner

- cc: Diane Zakrzewski, owner, [dzak@green-geo.net](mailto:dzak@green-geo.net) (via email only)  
 Mohammad Ranjha, surveyor, [ranjha@jahnkeandjahnke.com](mailto:ranjha@jahnkeandjahnke.com) (via email only)  
 Ben Greenberg, Town Planner, [ben.greenberg@cedarcorp.com](mailto:ben.greenberg@cedarcorp.com) (via email only)  
 Kevin Koehnke, WISDOT, [kevin.koehnke@dot.wi.gov](mailto:kevin.koehnke@dot.wi.gov) (via email only)  
 SEWRPC, Chris Jors, [cjors@sewrpc.org](mailto:cjors@sewrpc.org) (via email only)  
 Waukesha County Land Conservancy, [aromero.wclc@gmail.com](mailto:aromero.wclc@gmail.com) (via email only)  
 Skylar Behm, Waukesha County Environmental Health Division (via email only)  
 Village of North Prairie Clerk (via email only)

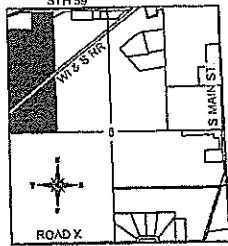
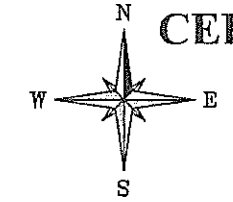
**FLOODPLAIN/WETLAND/PRIMARY ENVIRONMENTAL CORRIDOR RESTRICTIONS**

**Those areas identified as a Floodplain/Wetlands/Environmental Corridor Preservation Area on Page \_\_\_\_\_ of \_\_\_\_\_ of this Certified Survey Map shall be subject to the following restrictions:**

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from the Waukesha County Department of Parks and Land Use-Planning and Zoning Division, shall also be permitted.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited, unless grazing is conducted in order to manage invasive vegetation, and approval is obtained by the Waukesha County Department of Parks and Land Use-Planning and Zoning Division.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the municipality in which they are located and, if applicable, the Waukesha County Department of Parks and Land Use, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN



LOCATION MAP  
SCALE: 1.5" = 5,140'  
SECTION 6-S-18

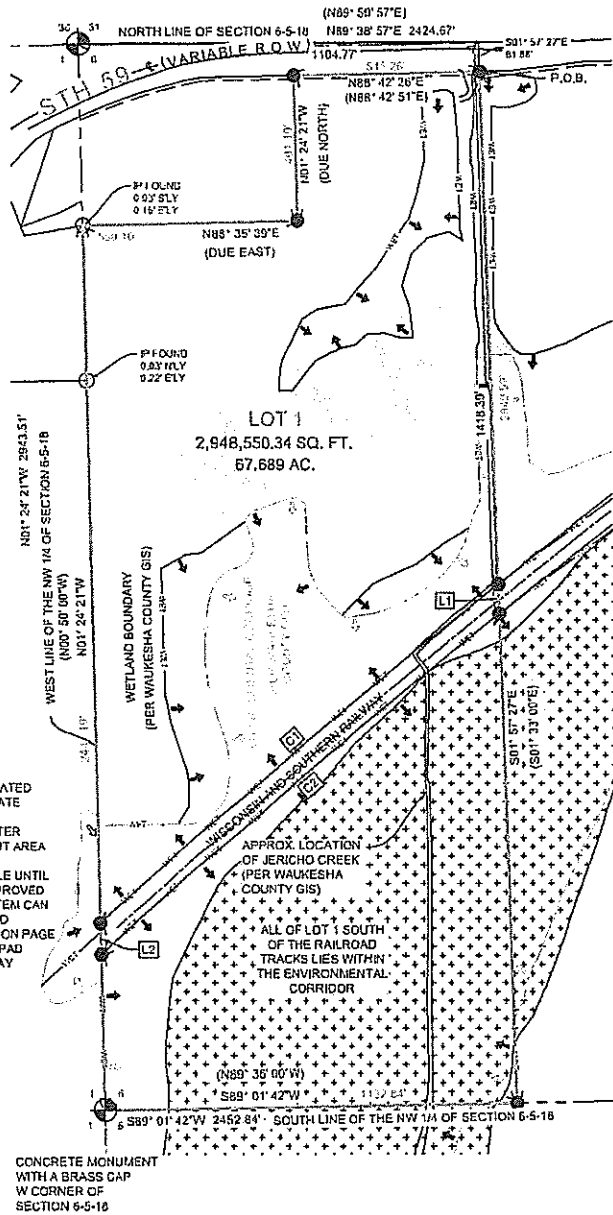
**LEGEND**

- - 1" IRON PIPE FOUND
- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- ⊕ - SECTION CORNER MONUMENT
- ⊕⊕⊕ - APPROX. FEMA FLOODPLAIN (WAUKESHA COUNTY GIS)
- ➔ - DIRECTION OF WETLAND BOUNDARY
- ➔ - DIRECTION OF ENVIRONMENTAL BOUNDARY
- - WETLAND BOUNDARY
- - ENVIRONMENTAL CORRIDOR BOUNDARY

1. SURVEY NOTES:
2. ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
3. REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
4. REFERENCE BEARING IS THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, T5N, R18E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89° 38' 57" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983.
5. THIS PROPERTY IS SUBJECT TO A RIGHT-OF-WAY GRANT PER DOCUMENT #1605229. (SEE DOCUMENT FOR PARTICULARS)
6. THIS PROPERTY IS SUBJECT TO RIGHTS PER DOCUMENT #174948. (SEE DOCUMENT FOR PARTICULARS)

**NOTE**

- LOT 1 IS LOCATED WITHIN A STATE DESIGNED GROUNDWATER MANAGEMENT AREA LOT 1 IS UN-BUILDABLE UNTIL A STATE APPROVED SEPTIC SYSTEM CAN BE INSTALLED
- SEE TABLES ON PAGE 3 FOR RAILROAD RIGHT-OF-WAY DIMENSIONS



CONCRETE MONUMENT WITH A BRASS CAP  
NW CORNER OF SECTION 6-S-18

CONCRETE MONUMENT WITH A BRASS CAP  
W CORNER OF SECTION 6-S-18

DATED AT WAUKESHA, WISCONSIN THIS 13th DAY OF JUNE, 2024.

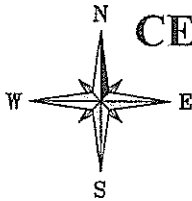
BY: MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126  
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

OWNER:  
THE ZAKRZEWSKI 2006  
JOINT REVOCABLE TRUST  
(282)470-4718  
1507 EMERALD DR.  
HARTFORD WI, 53027

FILE NAME: s:\project\23-983 1\DWG\23-9831-3.dwg

SHEET: 1 of 6		<b>JAHNKE &amp; JAHNKE</b> ASSOCIATES, LLC. ENGINEERS • PLANNERS • SURVEYORS CONNECT • EMPOWER • DESIGN WWW.JAHNKEANDJAHNKE.COM 524 BLUEMOUND ROAD, WAUKESHA, WI 53188 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM	DRAWN BY: JB	CHECKED BY: MR	
		JOB NO. 23-9831		REVISION	
		DATE	DESCRIPTION	BY	





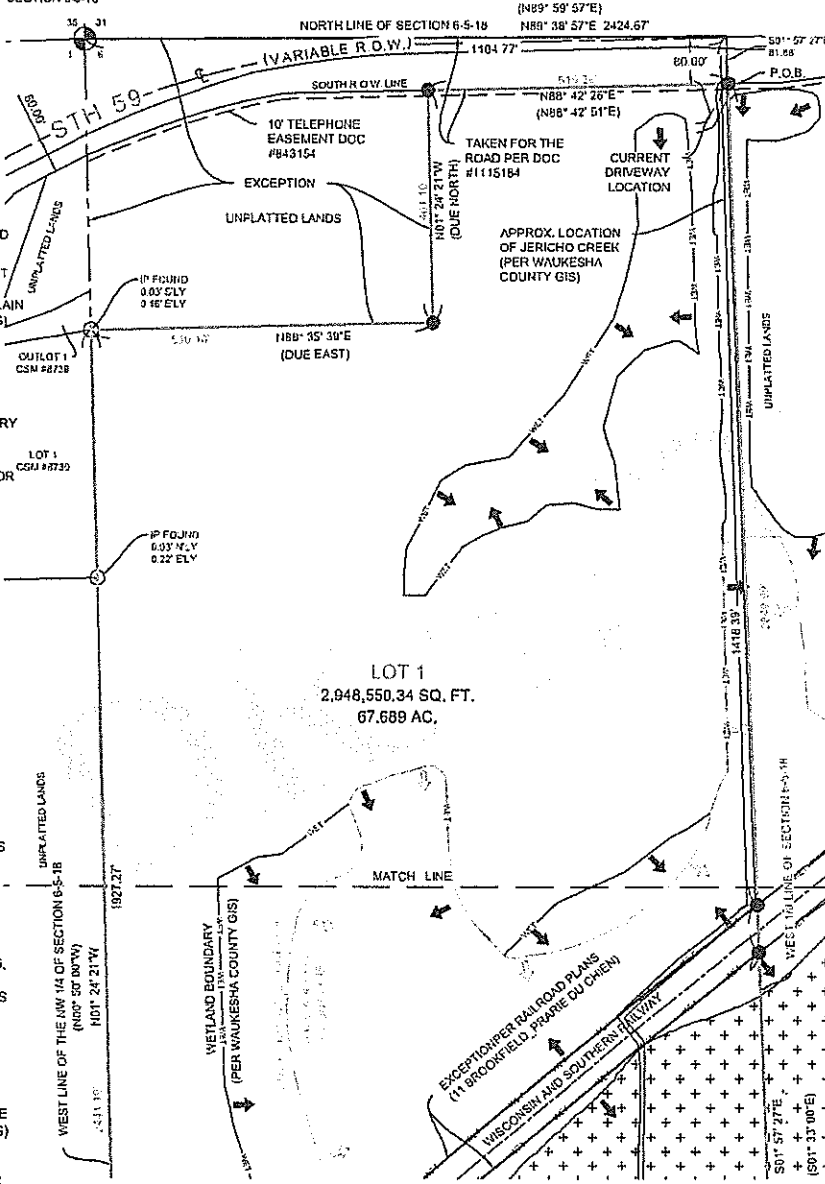
**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

CONCRETE MONUMENT WITH A BRASS CAP  
NW CORNER OF SECTION 6-S-18



- LEGEND**
- 1" IRON PIPE FOUND
  - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
  - SECTION CORNER MONUMENT
  - APPROX. FEMA FLOODPLAIN (WAUKESHA COUNTY GIS)
  - DIRECTION OF WETLAND BOUNDARY
  - DIRECTION OF ENVIRONMENTAL BOUNDARY
  - WETLAND BOUNDARY
  - ENVIRONMENTAL CORRIDOR BOUNDARY



- SURVEY NOTES:** ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
- REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
- REFERENCE BEARING IS THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, T5N, R18E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89° 38' 57" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983.
- THIS PROPERTY IS SUBJECT TO A RIGHT-OF-WAY GRANT PER DOCUMENT #1505229. (SEE DOCUMENT FOR PARTICULARS)
- THIS PROPERTY IS SUBJECT TO RIGHTS PER DOCUMENT #174948. (SEE DOCUMENT FOR PARTICULARS)

DATED AT WAUKESHA, WISCONSIN THIS 13th DAY OF JUNE, 2024.

BY: MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126  
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

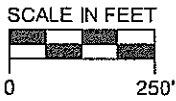
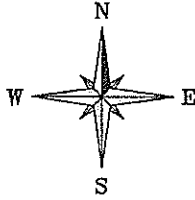
OWNER  
THE ZAKRZEWSKI 2005  
JOINT REVOCABLE TRUST  
(262)470-4718  
1507 EMERALD DR.  
HARTFORD WI, 53027

FILE NAME: S:\project\23-9831\DWG\23-9831-3.dwg

<b>SHEET: 2 of 6</b>		<b>JAHNKE &amp; JAHNKE</b> ASSOCIATES, LLC. ENGINEERS • PLANNERS • SURVEYORS CONNECT ► EMPOWER ► DESIGN WWW.JAHNKEANDJAHNKE.COM 524 BLUEMOUND ROAD, WAUKESHA, WI 53188 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM		DRAWN BY: JB JOB NO.: 23-9831	CHECKED BY: MR													
		<table border="1"> <thead> <tr> <th colspan="3">REVISION</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		REVISION			DATE	DESCRIPTION	BY									
REVISION																		
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# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

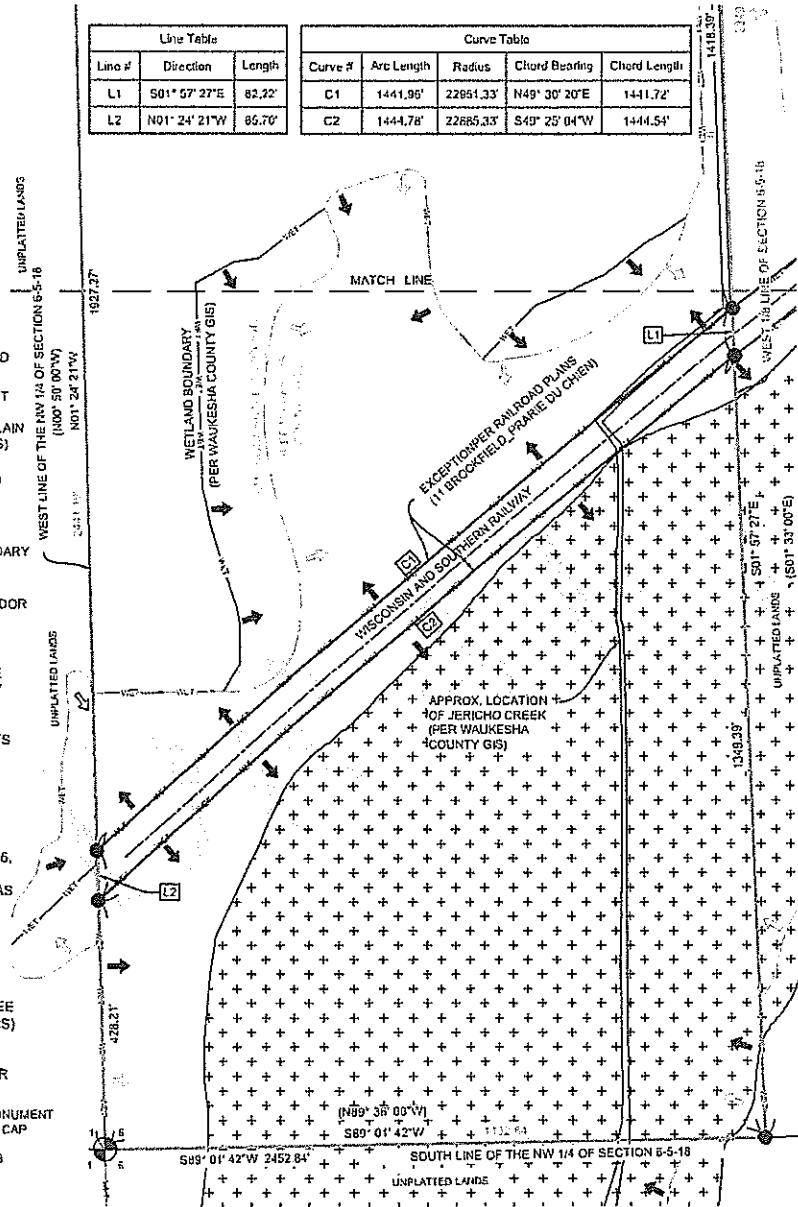


### LEGEND

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- - IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- ⊕ - SECTION CORNER MONUMENT
- ++++ - APPROX. FEMA FLOODPLAIN (WAUKESHA COUNTY GIS)
- - DIRECTION OF WETLAND BOUNDARY
- ↔ - DIRECTION OF ENVIRONMENTAL BOUNDARY
- - WETLAND BOUNDARY
- - ENVIRONMENTAL CORRIDOR BOUNDARY

1. **SURVEY NOTES:**
2. ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
3. REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
4. REFERENCE BEARING IS THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 6, T5N, R18E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF NORTH 89° 38' 57" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983.
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6. THIS PROPERTY IS SUBJECT TO RIGHTS PER DOCUMENT #174948. (SEE DOCUMENT FOR PARTICULARS)

CONCRETE MONUMENT WITH A BRASS CAP W CORNER OF SECTION 6-S-18



Line Table		
Line #	Direction	Length
L1	S01° 57' 27"E	82.22'
L2	N01° 24' 21"W	85.70'

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Chord Length
C1	1441.96'	22951.33'	N49° 30' 20"E	1441.72'
C2	1444.78'	22685.33'	S49° 25' 04"W	1444.54'

DATED AT WAUKESHA, WISCONSIN THIS 13th DAY OF JUNE, 2024.

BY: MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126  
THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

OWNER:  
THE ZAKRZEWSKI 2006  
JOINT REVOCABLE TRUST  
(252)470-4718  
1507 EMERALD DR.  
HARTFORD WI, 53027

FILE NAME: s:\projects\23-6831\DWG\23-6831-3.dwg

SHEET: 3 OF 6		<b>JAHNKE &amp; JAHNKE</b> ASSOCIATES, LLC. ENGINEERS • PLANNERS • SURVEYORS CONNECT ► EMPOWER ► DESIGN WWW.JAHNKEANDJAHNKE.COM 524 BLUEMOUND ROAD, WAUKESHA, WI 53188 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM	DRAWN BY: JB	CHECKED BY: WR		
		JOB NO.: 23-6831			REVISION	
		DATE		DESCRIPTION		BY

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, Mohammad Ranjha, a Wisconsin Professional Land Surveyor do hereby certify and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that being a part of the Northwest Quarter of Section 6, Township 5 North, Range 18 East, Town of Mukwonago, Waukesha County Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northwest Quarter of Section 6, Town 5 North, Range 18 East, being marked by a concrete monument with a brass cap; thence North 89°38'57" East along the North line of said Northwest Quarter, 1104.77 feet to the 1/8 line of said Section 6; thence South 01°57'27" East along said 1/8 line, 81.88 feet to the Southern right-of-way line of State Trunk Highway "59" and to the point of beginning of the lands herein described; thence, continuing South 01°57'27" East along said 1/8 line, 2849.99 feet to the South line of said Northwest Quarter; thence South 89°01'42" West along said South line, 1132.84 feet to the Southwest corner of said Northwest Quarter; thence North 01°24'21" West along the West line of said Northwest Quarter, 2441.19 feet; thence North 88°35'39" East, 590.10 feet; thence North 01°24'21" West, 401.10 feet to the Southern right-of-way line of State Trunk Highway "59"; thence North 88°42'26" East along said right-of-way line, 515.26 feet to the point of beginning.

Containing a gross area of 2,948,550.34 square feet or 67.689 acres and a net area, excluding the railroad right-of-way, of 2,854,298.56 square feet or 65.526 acres of land.

EXCEPTING and reserving the lands of the right-of-way of the Wisconsin and Southern Railway.

I further certify that we have made such survey, land division, and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that we fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Town of Mukwonago in surveying, dividing, and mapping the same.

\_\_\_\_\_  
MOHAMMAD RANJHA - Wis. Reg. No. S-2126

STATE OF WISCONSIN }  
WAUKESHA COUNTY } ss.

The above certificate subscribed and sworn to me this 13th day of JUNE, 2024.

My commission expires \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
- NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

SHEET: 4 of 6		<b>JAHNKE &amp; JAHNKE</b> ASSOCIATES, LLC. ENGINEERS • PLANNERS • SURVEYORS CONNECT ► EMPOWER ► DESIGN WWW.JAHNKEANDJAHNKE.COM 524 BLUEMOUND ROAD, WAUKESHA, WI 53188 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM	DRAWN BY: JB	CHECKED BY: MR		
					JOB NO.: 23-9831	
		REVISION				
		DATE	DESCRIPTION	BY		

FILE NAME: S:\projects\23-9831\DWG\23-9831-3.dwg

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

**OWNERS' CERTIFICATE:**

THE ZAKRZEWSKI 2006 JOINT REVOCABLE TRUST, Owner, as owner, hereby certifies that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required by State Statute 236.34 to be submitted to the following for approval or objection: TOWN OF MUKWONAGO.

\_\_\_\_\_  
THE ZAKRZEWSKI 2006 JOINT REVOCABLE TRUST

STATE OF WISCONSIN }  
WAUKESHA COUNTY } ss.

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the above named DIANE ZAKRZEWSKI, OWNER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC -

**TOWN OF MUKWONAGO PLAN COMMISSION APPROVAL:**

This land division is hereby approved by the Plan Commission of the TOWN OF MUKWONAGO, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
PETER TOPCZEWSKI - CHAIRMAN

\_\_\_\_\_  
KATITY KARALEWITZ - ADMINISTRATOR CLERK/TREASURER

\_\_\_\_\_  
KELLY MUELLER - DUPUTY CLERK/TREASURER

**TOWN OF MUKWONAGO BOARD APPROVAL:**

This land division is hereby approved by the of the TOWN BOARD OF MUKWONAGO, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
PETER TOPCZEWSKI - CHAIRMAN

\_\_\_\_\_  
KATHY KARALEWITZ - ADMINISTRATOR CLERK/TREASURER

\_\_\_\_\_  
KELLY MUELLER - DUPUTY CLERK/TREASURER

\_\_\_\_\_  
MOHAMMAD RANJHA - Wis. Reg. No. S-2126

Dated this 13th day of JUNE, 2024.

THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

SHEET: 5 OF 6		<b>JAHNKE &amp; JAHNKE</b> ASSOCIATES, LLC. ENGINEERS • PLANNERS • SURVEYORS CONNECT ► EMPOWER ► DESIGN WWW.JAHNKEANDJAHNKE.COM 524 BLUEMOUND ROAD, WAUKESHA, WI 53188 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM		DRAWN BY: JB	CHECKED BY: MR
				JOB NO: 23-9831	
		REVISION			
		DATE	DESCRIPTION	BY	

FILE NAME: S:\projects\23-9831\DWG\23-9831-3.dwg

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

*BEING PART OF THE NW 1/4 OF SECTION 6, T5N, R18E  
TOWN OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN*

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:**

The above, which has been filed for approval as required by Chapter 236, Wisconsin Statutes, is hereby approved as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
DALE R. SHAVER, DIRECTOR

\_\_\_\_\_  
MOHAMMAD RANJHA - Wis. Reg. No. S-2126  
Dated this 13th day of JUNE, 2024.



FILE NAME: S:\projects\23-9831\DWG\23-9831-3.dwg

THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

<b>SHEET: 6 of 6</b>		<b>JAHNKE &amp; JAHNKE</b>		DRAWN BY: JB	CHECKED BY: MR	
		ASSOCIATES, LLC.		JOB NO. 23-9831		
		ENGINEERS • PLANNERS • SURVEYORS		REVISION		
		CONNECT ► EMPOWER ► DESIGN		DATE	DESCRIPTION	BY
		WWW.JAHNKEANDJAHNKE.COM				
524 BLUEMOUND ROAD, WAUKESHA, WI 53188						
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM						

**VILLAGE OF NORTH PRAIRIE**  
**Board Report –March 13, 2025**  
*from the Village Administrator/Clerk/Treasurer*

March 13, 2025

To: Village Board Members

**Banking:**

I met with Logan, our rep from Citizen's Bank, and it would be my recommendation to change two of the Village bank accounts from Advantage Plus Savings accounts, earning .030% interest to Classic Money Market accounts earning 1.0% interest with a minimum balance of \$1,000. The two accounts are Municipal Court (current balance \$49K) and the Police Savings account (current balance of \$3K). This will allow for a higher yield in interest earned. Another option would be to convert both accounts to Classic Money Market accounts with the minimum \$1,000 in each account and put a greater amount into a seven (7) month CD earning 4.17%.

**Deputy Clerk Search:**

Deputy Clerk/Treasurer and Administrative Assistant positions were posted on Indeed, and the websites of WCMA and the WI League of Municipalities. We had a very positive response from applicants through Indeed. I will review resumes next week and will start scheduling interviews within two weeks, if possible, with the elections coming up. Otherwise, interviews will be scheduled right after the April 1<sup>st</sup> election.

**Spring Election:**

- **March 11** – Absentee Ballots requested to be mailed will be mailed
- **March 18** – In-Person Absentee Voting begins
- **April 1, 2025** - The Spring Election

**Designated Meeting Schedules:**

<b>Meeting Title</b>	<b>Meeting Date</b>	<b>Meeting Time</b>
<b>Plan Commission</b>	The TUESDAY prior to the Board meeting	6:30 p.m.
<b>Fee &amp; Finance</b>	2 <sup>nd</sup> THURSDAY of each month	5:30 p.m.
<b>Board Meeting</b>	2 <sup>nd</sup> THURSDAY of each month	6:30 p.m.
<b>Personnel &amp; Policy</b>	3 <sup>rd</sup> TUESDAY of each month	8:30 a.m.
<b>PW, Buildings &amp; Grounds</b>	3 <sup>rd</sup> WEDNESDAY of each month	4:00 p.m.
<b>Protective Services</b>	Last WEDNESDAY of each month	4:00 p.m.

**Administrator/Clerk/Treasurer's Calendar:**

- Hiring process for Deputy Clerk or Administrative Assistant
- Elections – April 1<sup>st</sup>
- 2024 Audit
- Update the employee handbook and policies
- Update job descriptions for board review and adoption
- RFP for rewrite of Zoning Code for 2026 budget planning purposes
- RFP for Comprehensive Plan for 2026 budget planning purposes

Respectfully submitted,  
Evelyn Etten  
Administrator/Clerk/Treasurer

Account Type	Minimum Deposit to Open	Minimum Balance to Earn Annual Percentage Yield	Interest Rate	Annual Percentage Yield
Advantage Checking	\$100	not applicable	not applicable	not applicable
Advantage Plus Checking	\$1,000	\$0.01 - \$499,999.99	0.02%	0.02%
		\$500,000 and over	4.49%	4.58%
Advantage Savings	\$100	\$0.01 - \$4,999.99	0.03%	0.03%
		\$5,000 and over	0.03%	0.03%
Classic Money Market	\$1,000	\$0.01 - \$24,999.99	1.00%	1.00%
		\$25,000 - \$99,999.99	1.00%	1.00%
		\$100,000 - \$299,999.99	1.49%	1.50%
		\$300,000 - \$499,999.99	1.49%	1.50%
		\$500,000 and over	4.49%	4.58%

**Advantage Checking:** No maintenance fee and no minimum balance requirement.

**Advantage Plus Checking:** \$10 maintenance fee per statement cycle. Must maintain a \$1,000 balance to avoid maintenance fee.

**Advantage Savings:** \$1 Maintenance Fee per statement cycle. Must maintain a \$100 daily balance to avoid maintenance fee.

**Classic Money Market:** \$10 Maintenance Fee per statement cycle. Must maintain a \$1,000 balance to avoid maintenance fee.

Interest rates on the above listed accounts are variable and may change after the account is opened. Fees reduce earnings. Interest is compounded monthly and credited monthly on checking, savings, and money market accounts. Daily Balance in the account determines the rate paid on the entire balance.

Account Type	Term	Minimum Balance to Open & Earn Annual Percentage Yield	Interest Rate	Annual Percentage Yield
<b>Certificate of Deposit (CD) SPECIALS</b>	<b>7 Month</b>	<b>\$1,000</b>	<b>4.17%</b>	<b>4.25%</b>
	<b>26 Month</b>	<b>\$1,000</b>	<b>3.45%</b>	<b>3.51%</b>
Flexible Add-On Certificate of Deposit (CD)	6 – 12 Month	\$250	0.40%	0.40%
Certificate of Deposit (CD)	1 Year	\$1,000	0.60%	0.60%
	2 Year	\$1,000	0.70%	0.70%
	3 Year	\$1,000	1.05%	1.06%
	4 Year	\$1,000	1.14%	1.15%
	5 Year	\$1,000	1.24%	1.25%
<b>Individual Retirement Account (IRA) SPECIALS</b>	<b>7 Month</b>	<b>\$100</b>	<b>4.17%</b>	<b>4.25%</b>
	<b>26 Month</b>	<b>\$100</b>	<b>3.45%</b>	<b>3.51%</b>
Fixed Rate IRAs Traditional & Roth	6 Month	\$100	0.75%	0.75%
	1 Year	\$100	1.00%	1.00%
	2 Year	\$100	1.09%	1.10%
	3 Year	\$100	1.39%	1.40%
	4 Year	\$100	1.49%	1.50%

**Deposit Limitations and Withdrawal Penalties:**

**Flexible Add-On CD:** Unlimited deposits. Early withdrawal penalty equals 3 months loss of interest on the account.

**Certificate of Deposit:** Deposits are not allowed. Early withdrawal penalty equal to:

- 3 months loss of interest on the account for CD terms of 6 months to 1 year.
- 12 months loss of interest on the account for CD terms of 2 years or longer.

**Fixed Rate IRA:** Early withdrawal penalty equal to:

- 3 months loss of interest on the account for IRA terms of 6 months to 1 year.
- 12 months loss of interest on the account for IRA terms of 2 years or longer.

Interest rates on the above listed accounts are subject to change at maturity. Accounts will automatically renew at maturity. Withdrawal of interest will affect APY. Penalties reduce earnings.



**VILLAGE OF NORTH PRAIRIE**

**POLICY No. FIN 2025-002**

**HANDLING PARK & COMMUNITY ROOM RENT PAYMENTS  
AND SECURITY DEPOSITS**

The Village Board wishes to adopt an administrative policy regarding the processing of rental payments and retention of security deposits for rental of its Community Room and all parks located in North Prairie (each, a "Rented Facility").

The Village of North Prairie provides each Rented Facility on a first-come, first-serve basis. Fees for each Rented Facility are established by the Village Board during the yearly budget process.

The following will be the procedure for each Rented Facility:

- Renter will contact the Village Clerk's office to see if the date is available
- Renter will complete the rental form and submit full payment to Village Clerk's office
- Full Security Deposit and Rental fee must accompany the completed rental form (cash or one check for security deposit and rental fee is sufficient)
- The Village Clerk or Deputy Clerk will approve or reject the rental form and if approved, will provide the renter with a signed copy of the rental form
- Village Clerk's office will deposit the security deposit and the rental payment within 10 days of application/payment receipt
- The renter will need to call the Clerk's office to schedule a time to pick up the key
- Following usage of the community room or village parks – renter will return key in person to Village Clerk's office. Staff will verify the rented facility was cleaned and in proper repair
- In the case where the facility is not cleaned or has damage – staff will bring to the Fee & Finance Committee the total time staff spent to correct the damages. A determination will then be made by Fee & Finance Committee an amount to be retained covering the staff time – based on charge out rate for the employee. The remaining amount of the security deposit, if any, will be returned to the renter within 10 days of the Fee & Finance Committee's determination.
- If the rental facility is found clean and free of damage, the security deposit will be refunded to the renter within 30 days of rental date.

VILLAGE APPROVAL AND EFFECTIVE DATE

Approval of Policy by the Village Board and Effective Date: March 13, 2025.

\_\_\_\_\_  
Deborah Hall, Village President

Attest: \_\_\_\_\_  
Evelyn Etten  
Village Administrator/Clerk/Treasurer

# Analysis of Fire Department Fees vs. Actual Usage 2022-2024, 2025 Projections

**3/9/2025**

	<u>Town Eagle</u>	<u>Village Eagle</u>	<u>North Prairie</u>	
<b>Current Contracted 2025</b>				
<b>Municipal Contributions</b>	42%	21%	37%	
(Totaling \$777,427)	\$326,519	\$163,260	\$287,648	
<b>KMFD Actual Usage</b>				
2024	47%	28%	25%	
2023	46%	34%	20%	
2022	<u>40%</u>	<u>35%</u>	<u>25%</u>	
<b>3 Year Average Actual Usage</b>	<b>44%</b>	<b>32%</b>	<b>24%</b>	*Mutual Aid calls are divided by 3 and added to each Municipality

<b>Contract Overview By Year</b>	<b>NP Contribution</b>	
2022	\$176,300	
2023	\$227,931	
2024	\$268,929	
2025	\$287,648	Up 63% since 2022
<b>Based On Actual Usage</b>	<b>Overpayment by NP</b>	
2022	\$61,943	
2023	\$80,083	
2024	\$94,488	
2025	\$101,064	Projected
Total of 4 years	\$337,578	Projected

In a scenario where contributions were based on usage, these would be the amounts paid by each municipality:

	<u>Town Eagle</u>	<u>Village Eagle</u>	<u>North Prairie</u>
<b>2022 Municipal</b>			
<b>Contributions based on usage</b> (Totaling \$476,486)	\$209,654 (44%)	\$152,475 (32%)	\$114,357 (24%)
Current contract contribution	\$200,124	\$100,062	\$176,300
Usage-based contribution scenario	<u>\$209,654</u>	<u>\$152,475</u>	<u>\$114,357</u>
<b>Total underpaid or overpaid</b>	<b>\$9,530 underpaid</b>	<b>\$52,413 underpaid</b>	<b>\$61,943 overpaid</b>
	<u>Town Eagle</u>	<u>Village Eagle</u>	<u>North Prairie</u>
<b>2023 Municipal</b>			
<b>Contributions based on usage</b> (Totaling \$616,030)	\$271,053 (44%)	\$197,129 (32%)	\$147,848 (24%)
Current contract contribution	\$258,733	\$129,366	\$227,931
Usage-based contribution scenario	<u>\$271,053</u>	<u>\$197,129</u>	<u>\$147,848</u>
<b>Total underpaid or overpaid</b>	<b>\$12,320 underpaid</b>	<b>\$67,763 underpaid</b>	<b>\$80,083 overpaid</b>
	<u>Town Eagle</u>	<u>Village Eagle</u>	<u>North Prairie</u>
<b>2024 Municipal</b>			
<b>Contributions based on usage</b> (Totaling \$726,835)	\$319,807 (44%)	\$232,587 (32%)	\$174,441 (24%)
Current contract contribution	\$305,271	\$152,635	\$268,929
Usage-based contribution scenario	<u>\$319,807</u>	<u>\$232,587</u>	<u>\$174,441</u>
<b>Total underpaid or overpaid</b>	<b>\$14,536 underpaid</b>	<b>\$79,952 underpaid</b>	<b>\$94,488 overpaid</b>
	<u>Town Eagle</u>	<u>Village Eagle</u>	<u>North Prairie</u>
<b>2025 Municipal - Projected</b>			
<b>Contributions based on usage</b> (Totaling \$777,427)	\$342,067 (44%)	\$248,776 (32%)	\$186,584 (24%)
Current contract contribution	\$326,519	\$163,260	\$287,648
Usage-based contribution scenario	<u>\$342,067</u>	<u>\$248,776</u>	<u>\$186,584</u>
<b>Total underpaid or overpaid</b>	<b>\$15,548 underpaid</b>	<b>\$85,516 underpaid</b>	<b>\$101,064 overpaid</b>

[NORTH PRAIRIE LETTERHEAD]

March [ ], 2025

VIA EMAIL AND CERTIFIED MAIL

Village of Eagle  
Attn: Village Clerk  
820 E. Main Street  
Eagle, WI 53119  
[office@eagle-wi.gov](mailto:office@eagle-wi.gov)

Town of Eagle  
Attn: Town Clerk  
PO Box 327  
Eagle, WI 53119  
Email: [clerk@townofeaglewi.us](mailto:clerk@townofeaglewi.us)

RE Intermunicipal Agreement concerning the Kettle Moraine Fire District  
("Agreement")

Dear Clerks:

The Protective Services Committee for the Village of North Prairie has conducted a three (3) year audit of the usage of the Kettle Moraine Fire Department by the Village of North Prairie ("VNP"), the Town of Eagle ("TOE") and the Village of Eagle ("VOE"), which includes years 2022, 2023 and 2024. Enclosed you will find the results of this audit, which is dated March [ ], 2025. As you will see, the average usage of the KMFD by each municipality during this three (3) year period (which is inclusive of mutual aid calls being evenly split by three) is as follows:

24% Village of North Prairie  
32% Village of Eagle  
44% Town of Eagle

Pursuant to Article V.I.2.c.(1), the current financial formula for the distribution of costs is as follows ("Financial Formula"):

37% Village of North Prairie  
21% Village of Eagle  
42% Town of Eagle

The above information reflects quite a discrepancy in the cost of the KMFD to each municipality to the actual usage by each municipality. This places an unfair burden on the taxpayers of North Prairie.

The Village of North Prairie is hereby respectfully requesting a review of the Financial Formula pursuant to Article V.I.2.c.(3). In addition, the VNP is requesting the VNP, TOE and VOE begin discussions by May 1, 2025 to adjust the Financial Formula to distribute the cost of the KMFD more equitable between the three municipalities and amend the Agreement appropriately.

Please also forward this letter to your respective attorneys in accordance with Article XII.E of the Agreement.

The Village of North Prairie is and remains committed to the KMFD, its fire professionals and its success. The Village Board of North Prairie looks forward to working with the respective Boards of Village of Eagle and Town of Eagle to reach a resolution that is fair and equitable to each community.

Sincerely,

Deborah A. Hall  
Village President

Cc: Village of Eagle President Rich Spurrell  
Town of Eagle Chairperson Christine Mommaerts  
Village Clerk – North Prairie

INTERMUNICIPAL AGREEMENT  
CONCERNING THE KETTLE MORAINÉ FIRE DISTRICT, KETTLE MORAINÉ  
FIRE BOARD, AND KETTLE MORAINÉ FIRE COMMISSION

This Agreement is entered into pursuant to § 66.0301, Wis. Stats., by and between the Village of Eagle, a municipal corporation (hereinafter referred to as "Village of Eagle"), the Town of Eagle, a municipal entity (hereinafter referred to as "Town") and Village of North Prairie, a municipal corporation (hereinafter referred to as "Village of NP") (collectively the "Municipalities").

WHEREAS, the Kettle Moraine Fire District is being established in 2021 under an intermunicipal agreement to provide fire protection and emergency medical services within the Village of Eagle, Village of NP and Town of Eagle; and

WHEREAS, it has become necessary to create this agreement; and

WHEREAS, it is the desire of the municipalities to provide for a continuation of the tradition of excellence the Eagle Fire District and North Prairie Fire Department have long sustained,

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**ARTICLE I: PURPOSE**

The purpose of entering into this Agreement by the Eagle Village Board, North Prairie Village Board and the Eagle Town Board shall be to continue to provide proper fire and emergency medical service protection for all persons and properties located within the Villages and Town and consistent with intergovernmental cooperation as described in § 66.0301, Wis. Stats.

It is the common belief of the participating Municipalities that greater protection against fire losses and medical emergencies within the area described below can be secured by the joint ownership and operation of fire and emergency medical service equipment and that a more effective Fire District (as defined herein) can be promoted by the joint and mutual cooperation of the Municipalities (as defined herein), and that the cost of protection can be more equitably shared.

The governing bodies of the Municipalities (as defined herein), in regard to the operation of the Fire District, Fire Board, and Fire Commission (as defined herein), only reserve to themselves the duties and responsibilities as outlined herein.

## **ARTICLE II: CREATION OF FIRE DISTRICT AND FIRE BOARD AND FIRE COMMISSION**

A. Municipalities. The Village of Eagle, the Village of North Prairie and the Town of Eagle shall hereinafter be referred to as the "Municipalities."

B. Fire District. The Municipalities hereby establish a joint municipal fire district as a department of the Municipalities, which shall be known as the Kettle Moraine Fire District (hereinafter "Fire District" or "KMFD").

C. Fire Board. The Municipalities hereby establish a joint municipal fire board as an agency of the Municipalities which shall be known as the Kettle Moraine Fire Board (hereinafter "Fire Board").

D. Fire Commission. The Municipalities hereby establish a joint municipal fire commission as an agency of the Municipalities which shall be known as the Kettle Moraine Fire Commission (hereinafter "Fire Commission").

## **ARTICLE III: BOUNDARIES**

A. Area. The area that shall be served by the Fire District shall consist of the following territory on the date hereof:

- Village of Eagle: entire incorporated area
- Village of North Prairie: entire incorporated area
- Town of Eagle: entire jurisdiction of the Town of Eagle

B. Modifications to Area. The boundaries of the area may be changed from time to time upon recommendation of the Fire Board and approval by the Municipalities. Any lands annexed by any of the Municipalities shall be automatically included in the boundaries and any lands detached to or annexed out of any of the Municipalities shall be automatically excluded from the boundaries.

The boundaries of the area for service coverage may also change due to the inclusion of another municipality. If another municipality wishes to join the Kettle Moraine Fire District, the municipality shall submit a letter of intent, approved by their board. Only upon approval by the Fire board and then by the boards of municipalities then included in the Kettle Moraine Fire District shall another municipality join the Kettle Moraine Fire District. No municipality shall be permitted to join the Kettle Moraine Fire District for first 10 years of this agreement.

If a municipality wishes to contract with the Kettle Moraine Fire District for an emergency services contract, the municipality shall submit a letter of intent, approved by their board. Only upon unanimous approval of the Kettle Moraine Fire Board shall a contract for emergency services be authorized.

C. Mutual Aid Agreements. A certified letter will be mailed to all mutual aid departments informing them of the change in boundaries. To the fullest extent allowed by law, the Municipalities intend that:

1. All mutual aid agreements currently in place on the effective date of this Agreement will continue in effect;
2. The Fire District will assume all mutual aid obligations heretofore accepted by the Municipalities or any previously existing fire departments of the Municipalities; and
3. Continuation of the existing mutual aid agreements will provide the Municipalities and Fire District with the same benefits that the Municipalities and/or their previously existing fire departments received prior to entering this agreement.

#### **ARTICLE IV: FIRE DISTRICT**

A. Duties. The Fire District shall be responsible for fire protection, emergency medical services, rescue operations, Haz-Mat (Level B and C) services, fire prevention and education, fire inspections, and such other duties as assigned by joint resolution of the Municipalities.

B. Composition. The Fire District shall be comprised as set forth in the rules and regulations of the Fire District adopted pursuant to this Article. The rules and regulations of the Fire District shall include in the same a provision that no elected official of the Municipalities, no member of the Fire Board, and no member of the Fire Commission may serve in any capacity on the Fire District.

C. Operational Policies. The Fire District membership shall adopt rules and regulations for its control, management, and government and for the regulation of its business and proceedings that, after adoption by the Fire Chief of the Fire District, shall become effective and operative upon approval by the Fire Board. Amendments of the same shall be adopted in the same manner.

D. Compensation. All compensation and benefits to be paid to the officers of the Fire District and all other employees who are members of the Fire District shall be determined by the Fire Board and payment of the same shall be made from the funds of the Fire Board, all which must be specifically approved as part of the budget process.

E. Fire Chief. The Fire Chief shall serve as the liaison between the Fire Board and Fire District.



## ARTICLE V: FIRE BOARD

A. Duties. The Fire Board shall be responsible for overseeing the operation of the Fire District and shall have the specific duties and responsibilities as set forth herein.

B. Composition. The Fire Board shall be composed of seven (7) members consisting of the Village of North Prairie President, the Village of Eagle President, the Town of Eagle Chairperson, two Town of Eagle residents that are not members of the Town Board, one Village of Eagle resident that is not a member of the Village Board, and one Village of North Prairie resident that is not a member of the Village Board. The members designated as being from the Villages shall be appointed by their respective Village President and approved by their respective Village Board in accordance with that Village's ordinances and applicable law. Those members designated as being from the Town shall be appointed by the Town Chairperson and approved by the Town Board in accordance with that Town's ordinances and applicable law. No member of the Fire Board can be an active municipal board member (excluding the Village Presidents and the Town Chairman) nor an active firefighter or emergency medical technician on the Kettle Moraine Fire District.

C. Terms.

1. Terms. All appointments shall commence on June 1st. The terms of the Village and Town Board members shall be for a term of one (1) year. If a Board member of the Fire Board no longer retains his/her position of a municipal board, the municipality shall appoint a new member per Article V, section C, paragraph 2 for the remainder of said term until June 1<sup>st</sup> when new appointments of board members commences. The terms of the resident members shall be for a term of two (2) years. The seats of the Village of North Prairie resident position and one (1) Town of Eagle resident position shall be appointed in the odd years and the remaining seats of the Village of Eagle resident position and one (1) Town of Eagle resident position shall be appointed in the even years.
2. Unfilled Vacancies. When a voting member resigns or is removed from membership on the Fire Board as outlined in § 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Municipality shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Board member is appointed to fill a vacancy.

D. Officers and Administrative Assistant

1. Election of Officers. At its first meeting after its creation, the Fire Board shall choose from its members a President to preside at its meetings, and a Vice President to act in the absence of the President. The seat of President and Vice President shall alternate between all three municipalities on an

annual basis. Each year at the Fire Board's first meeting after June 1<sup>st</sup>, the position of Fire Board President and Fire Board Vice President shall be reassigned to the appropriate Village President or Town Chairperson per the following rotation definition. The municipality that holds the position of the President shall not hold either the position of President or Vice President the next year. The municipality that holds the position of the Vice President shall hold the position of President the next year. The municipality that doesn't hold either the position of the President or Vice President shall hold the position of Vice President the next year.

2. **Administrative Assistant:** The Fire Board shall be responsible for hiring an Administrative Assistant. The Administrative Assistant shall hold his/her position until he/she resigns or until the Fire Board releases him/her of his/her duties. The wages for the Administrative Assistant shall be set by the Fire Board subject to the budget approved by the Municipalities. The Administrative Assistant for the Fire Board shall keep a record of the Fire Board's proceedings. The Administrative Assistant shall also maintain the accounting for the Fire Board's bank accounts.
3. **Bond.** All Officers of the Fire Board whose duty it is to sign checks shall furnish a bond, paid for by the Fire Board, in such amount as shall be required and approved by the Fire Board, which shall be adequate to cover the funds entrusted to his/her care.
4. **Duties.**
  - a. **President.** The President shall:
    - (1) preside at all meetings of the Fire Board;
    - (2) see that all orders and resolutions of the Fire Board are carried out;
    - (3) execute all contracts and agreements and approve the bill list as duly authorized by the Fire Board;
    - (4) initiate the audit/compilation process pursuant to Article V, Section O and submit a complete and detailed report of the financial condition of the Fire District to the Municipalities on or before June 30 of each calendar year for the previous calendar year;
    - (5) report to the Fire Board all matters within the President's knowledge regarding the Fire District;
    - (6) communicate with the Municipalities as reasonably requested and needed. Municipalities can receive copies of

communications between the President and any of the Municipalities on request, and no such communications shall be confidential between the President and any single Municipality;

- (7) perform such additional duties as may be prescribed by the Fire Board;
- (8) countersign checks as required by the Fire Board policies; and
- (9) set meeting agendas.

b. **Vice President.** The Vice President shall:

- (1) discharge the duties of the President in the event of the President's absence or disability; and
- (2) perform such additional duties as may be prescribed by the Fire Board.

c. **Administrative Assistant.** The Administrative Assistant shall:

- (1) countersign all checks after the same have been signed by the President or Vice President;
- (2) keep a correct and complete record of all of the proceedings of the Fire Board meetings held pursuant to Article V, Section F;
- (3) keep an accurate account in accordance with generally accepted accounting practices (GAAP) of all monies received and disbursed;
- (4) provide a financial report to the Fire Board monthly or as requested by the Fire Board;
- (5) distribute agendas to members and media; and
- (6) perform all general duties which are incidental to the offices of the Administrative Assistant subject to direction of the Fire Board.
- (7) perform such additional duties as may be prescribed from time to time by the Fire Board.

E. Compensation. No salary shall be paid to the Fire Board members either as officers or as members.

F. Meetings.

1. Regular and Special. The Fire Board shall hold monthly meetings at a place, and at a time, to be fixed by the Fire Board for transacting such business as may require their attention. Special meetings of the Fire Board may be held whenever called by the Administrative Assistant upon direction of the President or upon written direction of three (3) members of the Fire Board or upon written direction of the Municipalities. The Clerks of the Municipalities shall be notified of any regular or special meetings before such meeting is held. The Fire Board shall keep a written record of its proceedings which shall be transmitted in a timely manner to the Municipalities, Fire Board, Fire Commission, and Fire Chief.
2. Quorum. Four (4) members present of the Fire Board shall constitute a quorum for all purposes as long as at least one (1) member from each Municipality is present.
3. The Fire Chief shall report to all Municipalities at a frequency determined by the Fire Board.
4. Notice. All meetings of the Fire Board shall be properly noticed as prescribed in § 19.84, Wis. Stats., and, except as provided in § 19.85, Wis. Stats. all meetings of the Fire Board shall be open to the general public.

G. Required Votes. In order for a motion to be adopted, a simple majority vote from members of the Fire Board present is required.

H. By-Laws. The Fire Board shall have the authority to adopt rules, policies, and by-laws as it deems necessary for its control, management, disbursement of funds, and governance and for the regulation of its business and proceedings which, after adoption by the Fire Board, shall become effective and operative. Amendments of the by-laws shall be adopted in the same manner.

I. Budget.

1. The Fire District, Fire Board, and Fire Commission shall each have their own operating budget line items within the overall budget.

2. Fire District Budget.

- a. The Fire Chief shall submit the proposed budget items for the Fire District (and the Fire Commission shall submit its proposed budget items pursuant to Article VI, Section I) to the Fire Board not later than August 1 of each year for the next fiscal year beginning January 1. Such budget requests shall be as set forth on a line-by-line basis the items of revenue (including without limitation interest income, charges to the Municipalities, charges to end users, and monies received from the State of Wisconsin for a highway call) and operating and capital expenditures of the Fire District. Upon receipt of the same, a special meeting or meetings shall be called by the Fire Board to discuss, amend, enlarge, or reduce the various items of the proposed budget requests and to make final recommendation regarding the same. In the event the Fire Chief does not submit a budget request by August 1, then the Fire Board shall prepare the same.
- b. For the particular purpose of presenting the proposed budget request and for the additional purpose of acting as an advisor to the Fire Board, the Fire Chief or his/her designee shall serve as the only representative of the Fire District membership, and all requests, suggestions, advice, and problems shall be presented to the Fire Board by the Fire Chief or his/her designee who shall in all respects represent the Fire District membership. The Fire Chief and/or his/her designee(s) shall be the sole representative(s) of the Fire District to the Fire Board for the purposes of presenting and discussing the budget.
- c. Financing Formula (Distribution of Costs).
  - (1) Each Municipality's annual financial contribution to the Fire District's budget shall be based on the agreed percentages set during the formulation of the Fire District; the Town of Eagle at 42%, the Village of North Prairie at 37% and the Village of Eagle at 21%.
  - (2) Every five (5) years the financial formula shall be reviewed. Each municipality's growth shall be compared to the average of all municipalities for comparison. If any municipality has a significant difference of that municipality's growth to the average of all municipalities' growth, the contribution percentages should be adjusted to accommodate the increased demand of the municipality's new growth. A review does not mandate a change in the financial formula has to occur (i.e. the review does not find a significant difference in a municipality's growth from the

average of all municipalities' growth). At all times, no municipality's contribution shall be less than twenty percent (20 %). If all municipalities do not agree with any changes in the contribution percentages, the contribution percentages will remain the same as before the review occurred for that year's budget. The boards of the Municipalities will have six (6) months to come to an agreement. If no agreement is met after the six (6) months, an arbitrator will be hired to review the changes in growth to establish a binding contribution percentage for all three municipalities. The costs associated with the arbitrator will be paid out of the Kettle Moraine Fire District budget (from a legal fee line item). If budgeted monies are unavailable, the procedure for unbudgeted expenses would be followed for the cost of the arbitrator.

- (3) In addition to the review of the financial formula every five (5) years, a review of the financial formula can be initiated at any time if unanimously agreed upon by all municipalities.
3. The Fire Board shall submit a budget to the Municipalities no later than October 1, and if the Fire Board fails to do so, the budget items, as submitted by the Fire Chief and the Fire Commission, shall be submitted to the Municipalities. The budget shall then be reviewed by a joint meeting of the Fire Board, the Municipalities, Fire Commission, and the Fire Chief or his/her designee for the purpose of discussing and considering said budget, including any reductions thereof or additions thereto prior to the adoption thereof by the Municipalities. Said joint meeting shall be held between October 1 and October 31 each year. The Fire Board shall not have elective or taxing powers. All funding and expenditures in the budget must be authorized and approved by the Municipalities. A final budget shall be adopted by the Municipalities no later than December 1 as part of the regular municipal budgeting process of each year. If the Municipalities do not adopt identical budgets for the Fire Board for the upcoming year by December 1 of each year, the last budget, less amounts budgeted specifically for capital expenditures, approved by the Municipalities shall be deemed to be adopted by the Municipalities for the next calendar year.
4. Capital Improvement Fund. There is hereby established a Capital Improvement Fund, which shall be presented in the budget, for the purpose of providing a systematic method of funding major equipment purchases. Each Municipality shall make contributions to the Fund in the same percentage as Section V (I) (2) (c). The Fire Chief shall make a request to the Villages and Town Board to purchase equipment with funds from the Capital Improvement Fund. Disbursements from this account

shall be made only after approval by all of the Municipalities, with the signatures of all of the Town and Village Treasurers.

J. Expenditures. The Fire Chief is responsible for administering the annual budget items applicable to the Fire District and shall be accountable to the Fire Board for same. The Fire Chief shall present an itemized list of all invoices to be paid each month. The Fire District shall not pay any invoice until approved by the Fire Board, unless otherwise authorized in the Fire Board rules, and which are in accordance with the annual budget approved by the Municipalities. Notwithstanding the foregoing, at no time may the Fire Chief, Fire Board, or Fire Commission exceed, by any amount, the total budget except as follows. Any expenditure over the annual budget must receive unanimous prior approval by the Municipalities (i.e. the approval of all Municipalities, not necessarily the unanimous approval of each respective Board).

K. Property, Equipment and Supplies. The Fire Board shall have the power to purchase, lease, sell, and dispose of all of the property, equipment, apparatus, and supplies of the Fire District, as authorized in the approved budget or as set forth in Article XI. Sale of equipment owned by the Municipalities is set forth in Article VIII.

L. Borrowing/Leasing. The Fire Board shall have the power to borrow money for or lease capital expenditures and to execute in the name of the Fire Board all notes or mortgages or other evidences of indebtedness or leases that it may incur on such terms as the Fire Board shall determine, with the prior unanimous approval of the Municipalities (i.e. the approval of all Municipalities, not necessarily the unanimous approval of each respective Board).

M. Assessment of Costs to End Users. The Fire Chief under the direction of the Fire Board shall have authority to bill end users for all assessments of costs of fire and rescue services, fire inspections, emergency medical services, and any other services performed by the Fire District and shall be responsible for collecting the same. General policies regarding costs for such services shall be established in the rules, policies, and/or by-laws of the Fire Board. The Fire Board shall be responsible for hearing and determining appeals of aggrieved persons respecting assessment of costs of such services. The Municipalities agree, upon request of the Fire Board, after reasonable attempts to collect the same by the Fire Board, to place on their respective tax rolls as special charges pursuant to § 66.0627, Wis. Stats., all costs as determined by the Fire Board. Any monies collected hereunder shall be remitted to the Fire Board within forty-five (45) days of receipt of the same. Further, any monies collected under this section shall be shown as revenue of the Fire Board in the budget.

N. Insurance. The Fire Board shall at all times keep in full force and effect insurance for replacement value of the equipment and the participating Municipalities shall be named as additional insureds affording them full protection (less reasonable deductibles) against claims, casualties, losses, and liabilities occurring in operation of the Fire District, Fire Commission, and Fire Board, including insurance for the equipment referenced in Article VIII, and provide the participating Municipalities with copies of the same.

O. Audit/Compilation. The Fire Board shall have a financial audit or compilation performed on an annual basis by an independent certified public accountant (or firm of certified public accountants). The results of the audit or compilation must be transmitted to the Municipalities no later than June 30 of each year for the preceding fiscal year.

P. Excess Funds.

1. Surplus Funds. All budgeted funds which are not spent prior to the end of the year shall be retained by the Fire District. These surplus funds shall be shown on the annual budget request, and in the budget approved by the participating Municipalities. Surplus funds may, upon unanimous approval of the Municipalities, be used to fund shortfalls in current or future budgets (i.e. the approval of all Municipalities, not necessarily the unanimous approval of each respective Board).. Upon termination of the Fire District, surplus funds shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2) (c).
2. Capital Equipment Fund Line Item. All proposed capital equipment expenditures included in the budget which are not spent prior to the end of the year shall be retained by the Fire District. These remaining budgeted funds shall be shown on the annual budget request as a fund reserve set aside for capital purchases. The reserve fund may, upon approval of the Municipalities, be used to fund shortfalls in capital equipment purchases identified in current or future budgets. Upon termination of the Fire District, the capital equipment fund shall be returned to the participating Municipalities as determined by the current year Financing Formula percentages set forth in Article V, Section I (2) (c).
3. Municipalities shall retain any and all monies received from the State and/or Federal Government for any purposes (except as set forth below). All other fire and emergency medical service programs as authorized by the Fire Board upon which monies are received (including charges to end users, fire dues, grants, and monies received from the State of Wisconsin for highway calls) shall go directly to the Fire Board. Funds may be used to fund shortfalls in future budgets or for capital purchases and shall be shown as revenue of the Fire District in the budget.

#### ARTICLE VI: FIRE COMMISSION

A. Duties. The Fire Commission shall have the duties as set forth by § 62.13, Wis. Stats., excluding the optional powers as set forth in § 62.13 (6), Wis. Stats.

B. Composition. The Fire Commission shall be composed of three (3) voting members consisting of one Village of North Prairie member, one Village of Eagle member and one Town of Eagle member. The members designated as being from the Villages shall be



appointed by the Village President and approved by their respective Village Board in accordance with that Village's ordinances and applicable law and the member designated as being from the Town shall be appointed by the Town Chairman and approved by the Town Board in accordance with that Town's ordinances and applicable law. All voting members of the Fire Commission shall be residents of their respective municipality. No voting member of the Fire Commission can be an active municipal board member, active Kettle Moraine Fire Board member nor an active firefighter or emergency medical technician on the Kettle Moraine Fire District. In addition to the three (3) voting members, the current Fire Board President shall be appointed as a 4<sup>th</sup> non-voting member and the current Fire Board Vice President shall be appointed as a 5<sup>th</sup> non-voting member. The non-voting member filled by the Fire Board President shall be the Fire Commission Chairperson and shall run the proceedings of the Fire Commission meetings, but shall not make or vote on any motions, nor participate in the discussion in any manner that could influence the Fire Commission members and their decisions. The non-voting member filled by the Fire Board Vice President shall be Fire Commission Vice Chairperson and only fulfill the duties of the Fire Commission Chairperson in the Chairperson's absence or disability.

C. Terms.

1. Terms. All appointments shall commence on June 1st. The term of the two non-voting member shall be for a term of one (1) year. The terms of the resident members shall be for a term of two (2) years. The seat of the Village of North Prairie resident position and the Town of Eagle resident position shall be appointed in the odd years and the remaining seat for the Village of Eagle resident shall be appointed in the even years.
2. Unfilled Vacancies. When a voting member resigns or is removed from membership on the Fire Commission as outlined in § 17.12 or 17.13, Wis. Stats., or other applicable laws, the affected Municipality shall appoint an appropriate person to fill such vacancy for the remainder of the term, subject to confirmation and the restrictions as set forth above. All Municipalities shall be notified when a new Fire Commission member is appointed to fill a vacancy.

D. Officers and Administrative Assistant

1. Election and Duties of Officers. The position of Fire Commission Chairperson shall be the non-voting member that is filled via the appointment of the Fire Board President. The Fire Commission Vice Chairperson shall be filled via the appointment of the Fire Board Vice-President. The Fire Commission Chairperson and the Fire Commission Vice-Chairperson shall not make any motions or second any motions, nor vote on any motions. The Fire Commission Chairperson shall only run the proceedings of the Fire Commission meeting.

2. Administrative Assistant: The Fire Commission Administrative Assistant shall be the same person that holds the position of the Fire Board Administrative Assistant, per Section V(D). The wages for the Administrative Assistant shall be set by the Fire Board subject to the budget approved by the Municipalities. The Administrative Assistant for the Fire Commission shall keep a record of the Fire Commission's proceedings.

E. Compensation. No salary shall be paid to the Fire Commission members either as officers or as members.

F. Meetings.

1. Regular and Special. The Fire Commission shall not hold regular meetings. The Fire Commission shall hold special meetings at the call of the Municipalities, Fire Board, Fire Chief, or Assistant Fire Chief. The Clerks of the Municipalities and Administrative Assistant of the Fire Board shall be notified of any special meeting before such meeting is held. The Fire Commission shall keep a written record of its proceedings which shall be transmitted in a timely manner to the Municipalities, Fire Commission, and Fire Board.
2. Quorum. All three (3) members of the Fire Commission must be present in order for the Fire Commission to hold a meeting.
3. Notice. All meetings of the Fire Commission shall be properly noticed as prescribed in § 19.84, Wis. Stats., and, except as provided in § 19.85, Wis. Stats. all meetings of the Fire Commission shall be open to the general public.

G. Required Votes. In order for a motion to be adopted, a simple majority vote from members of the Fire Commission present is required.

H. By-Laws. The Fire Commission shall adopt rules, policies, and by-laws as it deems necessary for its operation and for the regulation of its business and proceedings which, after adoption by the Fire Commission, shall not become effective and operative until approved by the Municipalities. Amendments of the by-laws shall be adopted in the same manner.

I. Budget. The Fire Commission shall submit a proposed budget to the Fire Board not later than August 1 of each year for the next fiscal year beginning January 1. All expenditures of the Fire Commission shall be as set forth in the line items of the budget. Upon receipt of the same, a special meeting or meeting shall be called by the Fire Board to discuss, amend, enlarge, or reduce the various items of the proposed budget and to make final recommendations regarding the same. In the event the Fire Commission does not submit a budget request by August 1, then the Fire Board shall prepare the same.

J. Hiring.

1. Fire Chief. The appointment of the Fire Chief shall be made by the Fire Commission. The duties of the Fire Chief shall be as follows:
  - a. Management. The Fire Chief shall be responsible for the daily management and operation of the Fire District, subject to local ordinances and state and federal laws.
  - b. Budget. The Chief shall recommend a budget to the Fire Board on or before August 1st each year.
  - c. Appointments and Discipline of Subordinates. Appointments of subordinates shall be made in accordance with Wisconsin Statute Section 62.13(4) and discipline of subordinates shall in accordance with Section 62.13(5).
  - d. Number of Personnel and Compensation. The Chief shall recommend to the Municipalities the number of firefighting, emergency personnel and other staff needed, and compensation for such personnel. Approval of the number of personnel shall fall upon the Municipalities, which may request the recommendation of the Fire Board. Approval of compensation for Fire District personnel shall be by the Fire Board, and reflected in the budget approval by the Municipality.
  - e. Deputy State Fire Marshal. The Chief shall also perform the duties of the deputy state fire marshal.
2. Appointment and Promotions. The Fire Chief shall appoint subordinates subject to approval by the Fire Commission. The Fire Chief may promote subordinates in the same manner.

K. Disciplinary Actions Against Members. The Fire Commission shall be responsible for hearing and determining disciplinary actions against the Fire Chief and subordinates of the Fire District pursuant to § 62.13, Wis. Stats.

L. Legal Advice/Legal Fees. The Fire Commission may retain its own attorney with approval of the Fire Board. Costs associated with this paragraph shall be charged in accordance with the distribution of costs provided elsewhere in this Agreement.

## **ARTICLE VII: PAYMENT OF BUDGETED EXPENSES**

Budgeted expenses of the Fire Board, Fire Commission, and Fire District shall be paid as follows. Without the necessity of billing for or receiving an invoice, one-quarter of the monies owed by each Municipality, as shown in the adopted budget, shall be remitted to the Fire Board quarterly. Specifically, the first payment is due on or before January 10; the second payment is due on or before April 10; the third payment is due on or before July 10; and the fourth payment is due on or before October 10.

If a participating Municipality fails to make all or any portion of any payment required under this agreement in a timely manner, such Municipality shall remit to the Fire Board interest at the rate of one percent (1%) per month or any fraction of a month on the outstanding balance due.

## **ARTICLE VIII: OWNERSHIP OF EQUIPMENT**

The Kettle Moraine Fire District shall own and control all equipment and apparatus used for operation. The Fire Board shall keep records showing the dates and cost of each purchase of personal property, and the financing formula percentage in effect on the date of purchase.

All equipment owned by the Municipalities at the inception of the Kettle Moraine Fire District shall have the ownership transferred to the Kettle Moraine Fire District. Any equipment that has a debt service associated with it shall be owned by the Fire District with a pass thru loan payment agreed upon by the District and the applicable municipality. Any such agreement shall be included as an addendum to this agreement.

The Kettle Moraine Fire District shall retain a record of which municipality had original ownership of all equipment and apparatuses. At the time of any sale, trade-in or any other disposal of the equipment, the value gained for the equipment shall be returned to the original municipality of ownership. In the case of a sale, any actual cash from the sale shall be returned to the original municipality. In the case of a trade-in, the equivalent value of the trade-in shall be disbursed to the original municipality from the Kettle Moraine Fire District reserve funds. In the case when the original municipality of ownership is the Town and Village of Eagle, the funds shall be split based on the budget percentage contributions of the Town of Eagle and the Village of Eagle .of the year the equipment was purchased.

Any resale, trade-in or any other disposal of any equipment or apparatus that is originally purchased by the Kettle Moraine Fire District shall have the resale monies stay with the Kettle Moraine Fire District.

## **ARTICLE IX: FIRE STATIONS**

The Fire Board and Fire District shall keep the firefighting equipment and apparatus in the fire stations as determined by the Fire Chief and reported to the Fire Board at its regular monthly meeting.

A. For the purpose of this agreement at its inception, it is agreed by all municipalities: the Town of Eagle, the Village of Eagle and the Village of North Prairie that the Town and Village of Eagle will retain ownership of their existing fire station located at 126 E Main Street in Eagle. The Village of North Prairie will retain ownership of their existing fire station located at 108 N Oakridge Drive in North Prairie. Both stations will be leased by the Kettle Moraine Fire District for the sum of \$100.00 per year, \$100 payable to the Village of North Prairie and \$100 to the Municipal Buildings Committee for the Town and Village of Eagle.

The Town and Village of Eagle, having ownership of the 126 E Main St Station, shall furnish the insurance for the 126 E Main St Station. The Village of North Prairie, having ownership of 108 N Oakridge Drive Station, shall furnish the insurance for the 108 N Oakridge Drive Station.

The responsibility for annual or emergency service or maintenance on either building will be determined in the following manner:

1. Anything pertaining to the building as constructed, such as, but not limited to, parking area, initial construction, roof, siding, electrical, HVAC, lighting, windows, both man and overhead doors, flooring, plumbing, finished ceilings, original interior walls, etc. will be the responsibility of the Town and Village of Eagle for the 126 E Main St Station and the Village of North Prairie for the 108 N Oakridge Drive Station.
  2. The Kettle Moraine Fire District will be responsible for furniture and fixtures, maintaining, repair and/or replacement of any type of equipment or appliances that are in addition to the original structure. The Fire District is responsible for general cleaning, maintenance and consumable supplies at the fire stations. The Fire District will also be responsible for any damage to the building caused by a member of the district and the repair of such damage.
- B. Newly Proposed or Constructed Fire Station(s). Any newly proposed fire station(s), whether or not replacing an existing fire station, in the Kettle Moraine Fire District must be approved by having the financials submitted in the budget prepared, reviewed, and approved pursuant to this Agreement. All concerned municipalities must approve the budget with the financials for a new station before any construction of any station shall begin. Any new fire station will be owned, operated and insured by the Kettle Moraine Fire District.

#### **ARTICLE X: AMENDMENTS**

Amendments to this Agreement may be proposed by any member of the Fire Board or any Municipality. The amendment shall be submitted to the Fire Board at least thirty (30) days prior to the meeting of the Fire Board at which time such amendment shall be considered for presentation to the Municipal Boards.

The Municipalities may alter, amend, and/or rescind all or any of the provisions of this Agreement; however, such changes shall not take effect until unanimously approved by the

Municipalities (i.e. the approval of all Municipalities, not necessarily the unanimous approval of each respective Board).

#### ARTICLE XI: TERMINATION

A. Agreement. This Agreement shall take effect upon the date stated herein after the adoption by the governing body of each Municipality of a motion or resolution approving the Agreement and authorizing its execution. This Agreement shall remain in effect in perpetuity subject to the following:

1. All Municipalities shall participate in this Agreement for a minimum of seven (7) years.
2. After the expiration of the initial five (5) year period following the effective date of this Agreement, any Municipality wishing to withdraw from this Agreement may do so on at least two (2) years written notice addressed to the Clerk of each of the other Municipalities, provided however, that no such notice be given until expiration of the initial five (5) year period following the effective date of this Agreement.
3. Termination. This Agreement may be terminated at any time by the written consent of all Municipalities or upon the withdrawal of any Municipality, provided that this Agreement and the joint Fire Board and Fire Commission shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to terminate and wind up the affairs of the Fire District.
4. Assets. In the event of the termination of this Agreement, the Fire Board shall cause all of the assets it owns and the property owned as tenants in common by the participating Municipalities and used by the Fire District to be appraised by competent appraisers, and the Fire Board is authorized to sell such assets to the Municipalities at the appraised value provided, however, that if more than one participating Municipality desires to purchase a particular asset, it shall be sold to the highest bidder. Failing to dispose of such assets to the Municipalities, the Fire Board is authorized to sell or dispose of the remaining assets at the best price obtainable therefore. Sale of the assets may not commence prior to four (4) months before the Dissolution Date. No delivery of any asset to the purchasing party may occur until the Dissolution Date.
5. Remaining Funds. In the event of termination, the Fire Board shall pay all outstanding liabilities and obligations first. The proceeds from the sale of property owned as tenants in common by the participating Municipalities, net of costs of appraisal and costs of sale (if any), shall be divided in proportion to each respective Municipality's ownership interest therein (i.e., based on the financing formula in effect on the date of acquisition) on

a property by property basis. Lastly, all remaining funds of the Fire Board shall be divided between and paid to the Municipalities in proportion to the then current year Financing Formula percentages set forth in Article V, Section I (2) (c).

## ARTICLE XII: ADDITIONAL PROVISIONS

A. Binding Effect. The terms and provisions of this Agreement shall be binding upon and shall be beneficial to all of the parties hereto and their permitted assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent, in its sole discretion, which cannot be unreasonably withheld, of the other parties.

B. Rules of Construction. The captions in this Agreement are inserted only as a matter of convenience and in no way affect the terms or intent of any provision of this Agreement. All defined phrases, pronouns, and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular, or plural, as the actual identity of the organization, person, or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting hereof.

C. Choice of Law and Severability. This Agreement shall be construed in accordance with the internal laws of Wisconsin. If any provision of this Agreement shall be contrary to the internal laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to be in compliance with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of the execution of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto regarding the terms and operations of the Fire Board, Fire Commission, and Fire District, except for any amendments to this Agreement adopted in accordance with Article X hereof. This Agreement supersedes all prior and contemporaneous agreements, statements, understandings, and representations of the parties regarding the terms and conditions of the Fire Board, Fire Commission, and Fire District, except as provided in the preceding sentence. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

E. Notices. All notices, requests, consents, or other communication provided for in or to be given under this Agreement shall be in writing, may be delivered in person, by facsimile transmission, by overnight courier, or by mail, and shall be deemed to have been duly given and to have become effective: 1. one (1) day after having been delivered in person or by facsimile; 2.

one (1) day after having been delivered to an overnight courier; or 3. three (3) days after having been deposited in the mail as certified or registered mail, all fees prepaid, directed to the parties or their assignees at the following addresses (or at such other address as shall be given in writing by a party hereto): Village Clerk, Village of Eagle, 820 E. Main Street, P.O. Box 295, Eagle, Wisconsin 53119, with a copy to the Village President and Village Attorney; Village Clerk, Village of North Prairie, 130 N Harrison Street, North Prairie, WI 53153, with a copy to the Village President and Village Attorney; Town Clerk, Town of Eagle, P.O. Box 327, Eagle, WI 53119, with a copy to the Town Chairman and Town Attorney.

F. Expenses. Except as otherwise specifically provided in this Agreement, the parties shall pay their respective expenses and costs incurred or to be incurred in negotiating and carrying out the terms of this Agreement, including without limitation all of their respective attorneys' fees.

G. Dispute Resolution.

1. If disputes arise between the Village of North Prairie, the Village of Eagle and the Town of Eagle relating to this Agreement, the Village of North Prairie, the Village of Eagle and the Town of Eagle Boards shall meet and attempt to resolve their differences. If the Boards cannot agree, each Board shall appoint two (2) board members to a mediation committee. The mediation committee shall meet and agree by a unanimous vote on any disputed items. The decision of the mediation committee shall be binding upon all of the Boards.
2. In the event that the mediation committee is unable to resolve a disputed item within 60 days after the matter is referred to the mediation committee, any board may request arbitration. The demand for arbitration shall be filed in writing with the other parties to this agreement and with the American Arbitration Association. The decision of the arbitrator shall be final and binding. The cost of the arbitrator shall be borne equally by the Village of North Prairie, the Village of Eagle and the Town of Eagle.

### **ARTICLE XIII: ADOPTION OF ORDINANCE**

The Municipalities will repeal any respective ordinances creating the heretofore existing Fire Departments, and adopt this Agreement as an ordinance for purposes of creating the Kettle Moraine Fire District, Kettle Moraine Fire Board, and Kettle Moraine Fire Commission.

### **ARTICLE XIV: EFFECTIVE DATE**

This Agreement is effective immediately upon full execution of the parties, subject to the following. The Fire District described herein shall be in existence with full authority at 12:00:01 a.m. on January 1, 2022. The Fire Board described herein shall be in existence with full authority immediately upon full execution of this agreement, following the appointment of the



Fire Board as described herein. The Fire Commission described herein shall be in existence immediately upon full execution of this agreement, following the appointment of the Fire Commission as described herein, for the limited purpose of preparing for the timely full implementation, and shall have full authority at 12:00:01 a.m. on August 1, 2021.

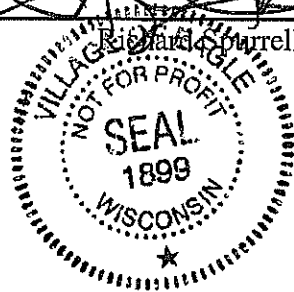
Dated this 3rd day of August, 2021.

VILLAGE OF EAGLE

[Signature]  
Richard Sturrell, Village President

ATTEST:

[Signature]  
Kelly Jones, Village Clerk/Treasurer



Dated this 20 day of August, 2021.

TOWN OF EAGLE

[Signature]  
Donald Malek, Town Chairman

ATTEST:

[Signature]  
Lynn Pepper, Town Clerk/Treasurer



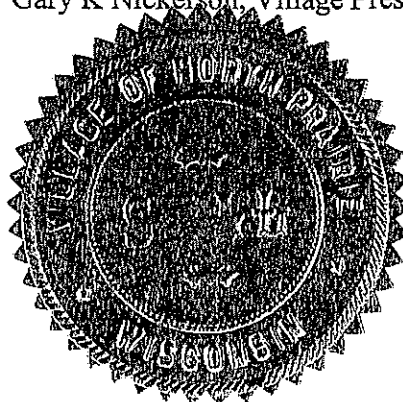
Dated this 29th day of July, 2021.

VILLAGE OF NORTH PRAIRIE

[Signature]  
Gary K Nickerson, Village President

ATTEST:

[Signature]  
Rhoda M Bagley, Village Clerk/Treasurer



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 120 rentable square feet leased to Tenant identified on the attached Exhibit A as the "Office Space".

Approximately 2284 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

\$13,392.00 annually for the period from January 1, 2026 to December 31, 2026

\$13,928.00 annually for the period from January 1, 2027 to December 31, 2027

\$14,485.00 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 untenantable 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 untenantable shall be abated until the Premises or such part thereof shall have been put in tenantable 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)

## GARBAGE & RECYCLING COLLECTION CONTRACT

THIS AGREEMENT entered into on SEPTEMBER 10, 2020 by and between the Village of North Prairie (hereinafter the "Village") and John's Disposal Service, Inc. (hereinafter the "Contractor").

**SECTION 1.** Garbage Collection – General. The Contractor shall furnish at its own expense all equipment, tools, trucks, together with all the things necessary and all labor and manpower to collect, remove and dispose of all garbage, refuse and rubbish from each residential dwelling unit and limited commercial unit (subject to the commercial unit limitations described in Section 4) entitled to such service within the Village, for a period of five (5) years commencing on the first day January, 2021 and up to and including the 31<sup>st</sup> day of December, 2025. The collection, removal and disposal of garbage, refuse and rubbish shall be in full compliance with the rules and regulations governing the said collection as indicated in this agreement and in accordance with the ordinances of the Village and rules and regulations as set forth by the Village Board and in accordance with the statutes of the State of Wisconsin.

**SECTION 2.** Recyclable Collection - General. Under the same rules and regulations as stated in Section I, the Contractor shall collect, from each residential unit and limited commercial unit (subject to the commercial unit limitations described in Section 4) in the Village, all allowable Co-mingled recyclables placed curbside.

Allowable Co-mingled recyclables shall include:

- a. Glass containers
- b. Aluminum cans
- c. Steel/tin cans
- d. Plastic bottles - HDPE and PETE #1 and #2
- e. Newspapers and mixed paper magazines
- f. Cardboard
- g. Any other materials designated by the Village Board in the request for proposal upon which this contract is based, or as may be mutually agreed upon by the Village and Contractor from time to time.

**SECTION 3.** Disposal of Refuse Collected. The contractor agrees to dispose of refuse collected in a licensed processing facility or a licensed landfill, which has been approved by the State of Wisconsin DNR.

**SECTION 4.** Payment Terms. The Contractor will be paid a monthly fee of \$10.90 per collection unit for curbside garbage pick-up service, and an additional \$4.95 per collection unit for the processing and recycling of Co-mingled recyclables. The total monthly rate will be \$15.85 for 2021, 2022 and 2023. Annual rate adjustments shall be negotiated between the Village and the Contractor at least ninety (90) days prior to the next annual contractual period. Any requested increases for the 4<sup>th</sup> and 5<sup>th</sup> years must be less than or equal to the cost of living increase documented for that year by the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers. Additionally, the Village may terminate the agreement at the end of each year if not satisfied with the quality of service provided by the

Contractor or if the Village has difficulties with funding the program or if acceptable rates cannot be negotiated.

- A) Addendum's will be added to this agreement when there are changes in the unit count or allowable rate increases or when other agreed upon changes are presented.

**SECTION 5. Collection Units.** As of the commencement date of this Agreement, there are \_\_\_\_\_ units in the Village. A collection unit is defined as a single-family residence, an apartment or a commercial property. Each commercial property is limited to 6 items for refuse collection each week and 40 pounds of recyclable materials per week (no limit for residential units of allowable materials listed in this agreement). In any multi-family structure, each apartment shall be considered a separate residential dwelling unit. This Contract shall include service to residential dwelling units up to and including four (4) apartments in any multi-family structure.

**SECTION 6.** The projected unit count for 2021 is 787 units. The Village will pay the monthly rate for 787 units with an adjustment for the actual number of units collected to be made on the December invoice. The annual adjustment will be made by multiplying the unit price by the actual number of units serviced each month and balancing against the projected unit count. The Contractor will not collect more than the projected unit amount multiplied by the unit cost. The Contractor will show the balance of the actual versus the projected costs on each monthly statement. In the event of annexation of residential units to the Village, the adjustment for those units shall be made on the first day of the month next succeeding the enactment of the annexation ordinance.

**SECTION 7. Collection Location.** Collection of both garbage and allowable recyclables shall be curbside but not blocking driveways for all residential and commercial units.

**SECTION 8. Collection Method.**

- A) All non-recyclable trash shall be placed by residents in a BROWN 96-gallon trash cart that is provided at no extra cost by the Contractor. The BROWN trash cart shall be placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. The Contractor will replace any broken or damaged trash cart at no cost to the Village or residents. Upon request a resident may receive a smaller 48-gallon trash cart from the Contractor at no cost in place of the 96-gallon cart.
- B) All Co-mingled recyclables shall be placed by residents in a GREEN 96-gallon recyclables cart that is provided at no extra cost by the Contractor. The GREEN recyclables cart shall be placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. The Contractor will replace any broken or damaged recyclables cart at no cost to the Village or residents. Upon request a resident may receive a smaller 48-gallon recyclables cart from the Contractor at no cost in place of the 96-gallon cart.
- C) Bulk Items Collection includes large items such as including furniture and appliances. Items are to be placed at least four (4) feet from the curb. Residents must call at least 72-hours in advance to arrange collection of bulk items. Residents may schedule one bulk items collection per month at no cost to the homeowner. Additional scheduled monthly bulk items collections may be set up by the homeowner with the contractor

for a separate fee invoiced by the Contractor directly to the homeowner. Acceptable items include:

- a. Furniture
- b. Appliances (including items containing CFC's such as refrigerators)
- c. Automotive tires, truck tires and tractor tires provided that tires over 42" in diameter are quartered (2 per month, 8 per year)
- d. Drain oil in one (1) gallon or larger containers with secure lids that are labeled as 'drain oil'
- e. Automotive batteries
- f. Earth, rocks, concrete, loose construction and demolition materials can be included with the bulk items collection if contained in 32 gallon cans that weigh less than 60 pounds when filled.
- g. There is no limit on the number of cans that will be collected thru the bulk item program; however, all cans shall be 32 gallons in size or less, shall be made of metal or durable plastic, shall have a lid and secure handles, AND shall weigh less than 60 pounds when filled.

D) All collections shall be made in such a manner as to prevent falling or spilling of material. If spilling does occur, the Contractor shall pick up the material as soon as possible and properly clean the area affected.

**SECTION 9.** Municipal Buildings. The Contractor shall also remove all garbage located at the Village Hall, Village Garage, Waste Water Treatment Plant and Village parks at no additional cost to the Village.

**SECTION 10.** Prohibited Items. Infectious, hazardous or toxic waste shall not be accepted as a part of the garbage collection. No materials accumulated as a result of construction or demolition activities will be accepted as a part of the garbage collection.

**SECTION 11.** Equipment. The Contractor shall provide and use equipment necessary to perform the terms of this contract, and to collect garbage and recyclables in a manner that does not result in a nuisance being created. All equipment shall be kept clean and reasonably maintained by the Contractor.

**SECTION 12.** Collection Days. The days of collection shall be approved by the Village Board, and shall not thereafter be altered without Village Board approval.

- A) Pickup of NON-RECYCLABLE TRASH will be made weekly, on Tuesdays
- B) Pickup of RECYCABLES will be made every two weeks on Tuesday
- C) Large items as previously defined above in Section 7-C will be picked up on call.

**SECTION 13. Holidays.** In any week in which a holiday occurs, the days of collection following the holiday may be one day later with collections carrying over to Saturday. Normally scheduled collections will commence the following week. In the event of inclement weather that prohibits normal collection, the collection will be delayed with the notification to and consent of the Village but in no event more than three (3) days.

**SECTION 14. Weekdays Only.** Under no circumstance shall collections be made on Sundays or holidays. This can only be altered with the expressed written permission of the Village Board President.

**SECTION 15. Hours/Complaints.** The Contractor shall not begin actual collections before 6:00 a.m. nor after 6:00 p.m. The Contractor shall contact the office of the Village Board daily relative to complaints, providing the name and address of the complainant and the nature of the complaint. The Contractor shall maintain telephone service at his office for receiving calls or complaints relative to the service and shall maintain an official address for said purpose. The Contractor shall resolve all complaints within a 24-hour period or within the next working day.

**SECTION 16. Yard Waste.** The Contractor shall not collect grass clippings, leaves, brush or branches with the standard garbage collection. Yard waste will be collected as part of the agreement for \$1.65 per unit per collection. There will be two collections per year but this can be altered with written permission of the board. The Village shall approve the scheduling of yard waste collection dates.

**SECTION 17. Definition of Waste.** For the purpose of this contract, the terms garbage, refuse, rubbish, recyclables, white goods and yard waste shall be the generally recognized definitions as defined by the ordinances of the Village of North Prairie, Waukesha County or the statutes of the State of Wisconsin, whichever holds precedents.

**SECTION 18. Indemnity.** In addition to, and not to be the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, the Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and to pay any and all legal, accounting, consulting, engineering and other expenses related to the defense of any claim asserted or imposed upon the Village, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties.

**SECTION 19. Insurance.** The Contractor shall have Worker's Compensation insurance, Comprehensive General Liability Insurance, Property Damage and Motor Vehicle insurance, in sufficient amounts to adequately protect against all risks associate with the activities contemplated by this contract, the adequacies of which shall be subject to the approval by the Village. The comprehensive liability policy must not have a pollution exclusion and must insure against the risks of environmental contamination caused by the transportation and disposal of waste as contemplated herein. The Village shall be named as an additional insured. Contractor shall provide the Village with proof of insurance in a form that is subject to approval by the Village Attorney, and all coverages required herein shall be noted in the proof of insurance.

**SECTION 20. Assignment.** This contract is not assignable by the Contractor of record, without the express written consent of the Village. In the event of bankruptcy, assignment for the benefit of creditors or a petition for receivership relative to the Contractor of record, the Village may, without notice, declare this contract at an end, at its option.

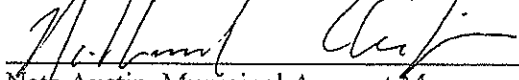
**SECTION 21. Collection of Data.** The Contractor will provide the Village with monthly weights of refuse and recyclables. The Contractor will assist the Village with grant applications and any other requirement of the DNR and submitting information to the State. The Contractor, will assist the Village in its information/education efforts such as informational meetings and literature.

**SECTION 22. Dumping Fees.** Any and all "dumping fees" (broadly defined to include all fees and taxes imposed by Waukesha County, the State of Wisconsin and the Federal Government, or any division or agency thereof related to the execution of this contract) that are required to be paid by law, including but not limited to fees required per Section 289.63, 289.64, 289.67, 289.64(2) Wisconsin Statutes, including any revisions that may be made thereto during the term of this Contract, along with any other fee or tax that must be paid for the Village or Contractor in order for this contract to be performed in compliance with law, shall be paid fully and timely by the Contractor; and the compensation paid to the Contractor pursuant to this contract shall be deemed to include any portion of such fees or taxes as may otherwise be the obligation of the Village.

**SECTION 23. Excused Non-Performance.** If a party is unable, in whole or in part, to carry out its obligations under this Agreement because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be reduced or suspended during the continuance thereof and the party claiming the Force Majeure Event shall use reasonable efforts to remedy such Force Majeure Event as promptly as commercially practicable after such event occurs and at the time that it is no longer applicable. The party affected by the Force Majeure Event shall give the other party notice as soon as commercially practicable after such event occurs and at the time that it is no longer applicable. If a Force Majeure Event lasts for more than sixty (60) calendar days, the party not claiming the Force Majeure Event may terminate this Agreement immediately upon providing written notice to the other party. "Force Majeure Event" means the occurrence of an act of God, act of governmental authorities (through no fault of a party), war, riot, fire, drought, flood, explosion, natural disaster, national emergency, facility slowdowns, curtailments or closures, logistics disruptions, or any other circumstances, whether or not similar in nature, beyond the reasonable control of the party seeking to be excused from performance hereunder; provided, however, economic conditions do not constitute a Force Majeure Event and a Force Majeure Event will not relieve a party of its payment obligations.

**SECTION 24.** This contract constitutes the entire agreement between the parties. No modification, amendment, alteration, rescission or waiver of this contract or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

**JOHN'S DISPOSAL SERVICE, INC.**

  
\_\_\_\_\_  
Nate Austin, Municipal Account Manager

12 / 15 / 20  
\_\_\_\_\_  
Date

**THE VILLAGE OF NORTH PRAIRIE**

  
\_\_\_\_\_  
Gary Nickerson, Village Board President

9-10-2020  
\_\_\_\_\_  
Date



## AMENDMENT NO. 1 TO AGREEMENT

### For The Garbage and Recycling Collection Contract

WHEREAS **Johns Disposal Service, Inc.**, hereinafter referred to as the “Contractor” and the **Village of North Prairie, Wisconsin**, hereinafter referred to as the “Village” entered into an Agreement named “Garbage and Recycling Collection Contract” on January 1, 2021, hereinafter referred to as the “Agreement;” and

WHEREAS the Contractor and the Village wish to amend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the above-named parties agree to amend the Garbage and Recycling Collection Contract beginning on January 1, 2025, as follows:

**Section 1, on page 1**, is deleted in its entirety and replaced as follows:

**SECTION 1.** Garbage Collection – General. The Contractor shall furnish at its own expense all equipment, tools, trucks, together with all the things necessary and all labor and manpower to collect, remove and dispose of all garbage, refuse and rubbish from each residential dwelling unit and limited commercial unit (subject to the commercial unit limitations described in Section 4) entitled to such service within the Village, for a period of five (5) years commencing on the first day January, 2025 and up to and including the 31<sup>st</sup> day of December, 2029. The collection, removal and disposal of garbage, refuse and rubbish shall be in full compliance with the rules and regulations governing the said collection as indicated in this agreement and in accordance with the ordinances of the Village and rules and regulations as set forth by the Village Board and in accordance with the statutes of the State of Wisconsin.

**Section 4, on page 1**, is deleted in its entirety and replaced as follows:

**SECTION 4.** Payment Terms. The Contractor will be paid a monthly fee of \$12.21 per collection unit for curbside garbage pick-up service, and an additional \$5.21 per collection unit for the processing and recycling of Co-mingled recyclables. The total monthly rate will be \$17.42 for 2025. Annual rate adjustments shall be negotiated between the Village and the Contractor at least ninety (90) days prior to the next annual contractual period. Any requested increases for the 2<sup>nd</sup> thru 5<sup>th</sup> years must be less than or equal to the cost-of-living increase documented for that year by the United States Bureau of Labor Statistics Midwest Region All Items Consumer Price Index for All Urban Consumers. Additionally, the Village may terminate the agreement at the end of each year if not satisfied with the quality of service provided by the Contractor or if the Village has difficulties with funding the program or if acceptable rates cannot be negotiated.

- A) Addendum's will be added to this agreement when there are changes in the unit count or allowable rate increases or when other agreed upon changes are presented.

**Section 16, on page 4, is deleted in its entirety.**

Except as modified herein, the “Garbage and Recycling Collection Contract” is ratified and confirmed in all respects. This Amendment No. 1 may be signed in two counterparts. The date of final signature hereto shall be deemed the date of this Amendment No. 1, and the effective date of this Amendment shall be January 1, 2025.

**JOHNS DISPOSAL SERVICE, INC.**

\_\_\_\_\_  
Nate Austin, Municipal Account Manager

\_\_\_\_\_  
Date

**THE VILLAGE OF NORTH PRAIRIE**

\_\_\_\_\_  
Deborah Hall, Village Board President

\_\_\_\_\_  
Date

VILLAGE OF NORTH PRAIRIE

Policy No. FIN 2016-02

Replace w/  
FIN 2025-01

**POLICY REGARDING VILLAGE EXPENDITURES**

In order to ensure that the funds at the disposal of Village of North Prairie (the "Village") are properly spent and in accordance with the best interest of the Village as a whole, the Village Board of the Village does hereby adopt the following policy and agree that all contracts will continue to require Village Board approval with a signature by the Village President; and

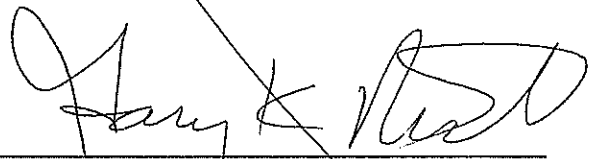
No equipment or supplies shall be purchased by any Village official or employee unless previously budgeted and approved in accordance with the following:

- (a) expenditures for \$2,000.00 or less shall be approved and authorized by a department head;
- (b) expenditures for \$4,999.99 or less shall be approved and authorized by the Committee in charge of the respective expenditure; and
- (c) expenditures for \$5,000 or more shall be approved and authorized by the Village Board.

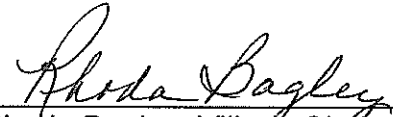
Any violation of this policy is subject to disciplinary action as contained in Section 9 (A) of the Village's Employee and Elected Officials Manual and Standards of Conduct.

Village Approval and Effective Date:

August 11, 2016

  
\_\_\_\_\_  
Gary Nickerson, Village President

Attest:

  
\_\_\_\_\_  
Rhoda Bagley, Village Clerk

**VILLAGE OF NORTH PRAIRIE**

**Policy No. FIN 2025-01**  
*(Replaces Policy No. FIN 2016-02)*

**POLICY REGARDING VILLAGE EXPENDITURES  
AND CONTRACTS**

This Policy rescinds and replaces Policy No. FIN 2016-02. To ensure that the funds at the disposal of Village of North Prairie (the "Village") are properly spent and in accordance with the best interest of the Village as a whole, the Village Board of the Village does hereby adopt the following policies regarding approval and execution of contracts that bind the Village and authority to purchase any previously budgeted items:

A. All contracts require Village Board approval with a signature by the Village President; and

B. No equipment, supplies, vehicles, etc. shall be purchased by any Village official or employee unless previously budgeted and approved in accordance with the following:

- (a) Expenditures for \$5,000.00 or less must be approved and authorized by a department head;
- (b) Expenditures for \$10,000.00 or less shall be approved and authorized by the Administrator, Clerk or Treasurer; and
- (c) Expenditures for \$10,000 or more shall be approved and authorized by the Village Board.

\_\_\_\_\_  
Deborah Hall, Village President

Attest: \_\_\_\_\_  
Evelyn Etten  
Village Administrator/Clerk/Treasurer

Board Approval and Effective Date: March 13, 2025