

**VILLAGE OF NORTH PRAIRIE**  
**PUBLIC HEARING & VILLAGE BOARD MEETING**  
**July 10, 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 Village Board Minutes: June 12, 2025, regular board meeting and June 30, 2025, Special Board meeting.
6. Reports: Building Inspector, Fire, Police and Public Works Department
  
7. **PUBLIC HEARING - To consider amending the Conditional Use Permit initially granted March 11, 1999, CSM#8544, Lot 2, known as the Broadlands with respect to permissible land uses on an undeveloped parcel (NPV 1563994), known as the Glens to accommodate two-family housing units as proposed.**
  - a) Public comments on the proposal to amend the conditional use permit.
  - b) Motion to Close the Public Hearing.
  
8. Discussion and/or Action: To approve the third amendment of the Conditional Use Permit for the Broadlands to allow two-family housing as proposed and recommended by the Plan Commission.
  
9. **PUBLIC COMMENT** – (No official action will be taken under Public Comment)  
Note: Comments will be limited to 3 minutes per resident. Please state your name and address before speaking.
  
10. Discussion and/or Action: Status update from Mr. Steve Styza regarding The Glen at the Broadlands.
  
11. **VILLAGE PRESIDENT**
  - a) Discussion and/or Action: Regarding combined gap lot with existing homestead lot 7, located at W349 S4904 Kingdom Drive, Ottawa by owners Boyd & Susan Miller, per CSM, Town of Ottawa – Extra-Territorial as proposed by the Plan Commission.
  
  - b) Discussion and/or Action: Appointment of Committee members
  
  - c) Discussion and/or Action: Review Ordinance 02-2025 – Repeal and re-create Chapter 6 of the Municipal Code regarding Alcohol Licensing.
  
12. **VILLAGE ADMINISTRATOR/CLERK/TREASURER**
  - a. Report to the Board
  - b. Financial Reports June – 2025

### **13. PUBLIC SAFETY COMMITTEE**

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action: Current and future structure of the Village of North Prairie Police Dept.
- c. Discussion and/or Action: Regarding the public information meeting

### **14. PUBLIC WORKS COMMITTEE**

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

### **15. COMMUNICATION & PERSONNEL COMMITTEE**

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

### **16. FINANCE COMMITTEE**

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action: Review and approval monthly bills and payroll.
- c. Discussion and/or Action: Recommendation to approve the 2026 Exterior Re-Evaluation Contract with Associated Appraisal for the re-assessment.
- d. Discussion and/or Action: Recommendation to approve the 2026 Assessor Maintenance Contract with Associated Appraisal.

### **17. 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.

Submitted by:  
Evelyn Etten  
Administrator/Clerk/Treasurer  
**June 24, 2025**

**VILLAGE OF NORTH PRAIRIE**  
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Submitted by:  
Evelyn Effen  
Administrator/Clerk/Treasurer  
**June 24, 2025**

**VILLAGE OF NORTH PRAIRIE**  
**Village Board Minutes**  
**June 12, 2025 - 6:30 p.m.**  
**130 N Harrison St., North Prairie, WI**

1. **Call to Order** – The meeting was called to order at 6:30 p.m.
2. **Roll Call** – Present: Trustee McCormack, Trustee Samuels, Trustee Schroeder, Trustee Lampe, Trustee Harmann, Village President, Dan Miresse.
3. **Pledge of Allegiance**
4. **Confirmation of Proper Notice of Meeting** – Administrator Etten confirmed proper notice of the meeting.
5. **Approval of Village Board Minutes:** April 10, 2025, May 8, 2025 & May 21, 2025 – Trustee Samuels requested some changes to the minutes. Trustee Samuels motioned to approve the April 10, May 8, and May 21, 2025, Village Board meeting minutes presented with the corrections as noted, seconded by Trustee Schroeder, no further discussion, **motion carried, 6/0.**
6. **Reports:** Building Inspector, Fire, Police and Public Works Department – **no action.**
7. **PUBLIC COMMENT** –Trustee Schroeder motioned to open public comments, seconded by Trustee Samuels, **motion carried, 6/0.** Given no public comments, Trustee Schroeder motioned to close public comment, seconded by Trustee Harman, no further discussion, **motion carried, 6/0.**

**8. VILLAGE PRESIDENT**

- a. Discussion and/or Action: Approval of the Certified Survey Map # 4468, Tax Key Number GNT 1547.973, submitted by Frank Schimpf on behalf of Scott and Sandra Messinger for land division of Lot 2 and Outlot 1 in the Town of Genesse as referred to the board by the Planning Commission –

Trustee Schroeder motioned to approve the Certified Survey Map # 4468, Tax Key Number GNT 1547.973, submitted by Frank Schimpf on behalf of Scott and Sandra Messinger for land division of Lot 2 and Outlot 1 in the Town of Genesse as referred to the board by the Planning Commission, second by Trustee Samuels, no further discussion, **motion carried, 6/0.**

- b. Discussion and/or Action: Request for approval of Torzala Brewing Company brewery permit extension submitted to the State of Wisconsin to be able to sell their beer at a family celebration on July 3, 2025, in Veteran's Park from 12:00 noon – 9:00 p.m. –

Trustee Samuels motioned to approve Torzala Brewing Company brewery permit extension submitted to the State of Wisconsin to be able to sell their beer at a family celebration on July 3, 2025, in Veteran's Park from 12:00 noon – 9:00 p.m. providing they provide a copy of the state permit and a certificate of insurance, naming the Village of North Prairie as an additional insured, seconded by Trustee Harman, no further discussion, **motion carried, 6/0.**

c. Discussion and/or Action: Appointment of Committee members per the Village President.

- Appoint Dave Schroeder as the Chair of the Fee & Finance Committee.
- Appoint Andy Harmann to fill the vacancy on the Fee & Finance Committee.
- Appoint Mike McCormack as the Chair of the Personnel & Policy Committee.
- Appoint Dan Miresse to fill the vacancy on the Personnel & Policy Committee.
- Discussion and/or Action: Remove Dave Schroeder from the Public Works Committee and appoint Andy Harmann to fill that position.

Trustee Samuels stated that she didn't think it was fair to ask one Trustee to Chair more than one committee, when other Trustees don't chair any committees. She agreed with all the appointments with the exception of Mike McCormack as the Chair of the Personnel & Policy Committee as he already chairs the Protective Services Committee and that is a lot. Trustee Lampe stated that she is on two committees now and can't take on anymore. Village President, Dan Miresse said, he could chair the Personnel & Policy Committee until we get the seventh Trustee in place. After that, committee assignments might change.

Village President Miresse motioned to:

- Appoint Dave Schroeder as the Chair of the Fee & Finance Committee.
- Appoint Andy Harmann to fill the vacancy on the Fee & Finance Committee.
- Appoint himself, Dan Miresse, to fill the vacancy and Chair of the Personnel & Policy Committee.
- Remove Dave Schroeder from the Public Works Committee and appoint Andy Harmann to fill that position.

Motion seconded by Trustee Schroeder, no further discussion, **motion carried, 6/0.**

d. This Item was more of an informational point to notify the Village Board of the change of time for the Personnel & Policy meeting from 8:30 a.m. to 4:30 p.m. on the third Tuesday of each month, no further discussion, **no action taken.**

e. Discussion and/or Action: Vacant Trustee position pursuant to Section 17.24 Wis. Stats. – Village President Miresse explained the different options to filling a Trustee vacancy on the board. He also explained that this appointment is different than the last one and how he feels the appointment should be made. Administrator Effen reminded the board that they first need to vote how they want to proceed with the vacancy – hold a special election, appointment, or leave the position vacant.

Trustee Samuels motioned to fill the vacant Trustee position by appointment, seconded by Trustee McCormack. Trustee Lampe.....no further discussion, **motion carried, 6/0.**

Trustee Samuels motioned to fill the appointment after receipt of "Letters of Interested Candidates", seconded by Trustee McCormack, discussion was held on a timeline of when the letters need to be received by the village. It was decided that letters must be received by June 27, 2025, and then the Village Board would hold a Special Board Meeting on June 30, 2025, (forgoing special board payment to trustees) so they can name a new trustee at the July 10<sup>th</sup> board meeting. Trustee Samuels amended her motion to fill the appointment after receipt of "Letters of Interested Candidates" by June 27<sup>th</sup>, so the board could hold a Special Board Meeting (forgoing payment to all trustees for special board meeting) on June 30, 2025. Trustee McCormack amended his second motion, no further discussion, **motion carried, 6/0.**

- f. Discussion and/or Action: Review Ordinance 02-2025 – Amending Chapter 6 of the Municipal Code regarding Alcohol Licensing – Discussion on this ordinance was held, it was decided to table this agenda item to the July 10<sup>th</sup> Village Board Meeting. Village Administrator Etten to provide a clean copy of the ordinance for review.

## 9. VILLAGE ADMINISTRATOR/CLERK/TREASURER

- a. Update regarding Deputy Clerk – Administrator Etten stated that she had hired a Deputy Clerk on May 13<sup>th</sup> and she resigned due to family matters on June 2, 2025. Administrator Etten offered the position to another candidate; Tracy Tipton and she started on May 29<sup>th</sup>. Tracy was a police department dispatcher for The Village of Mukwonago. Administrator Etten stated that she had met with the Personnel & Policy Committee to review and revise the ad and job description for the DPW Supervisor. The ad will be placed on the League of Municipalities website on June 13, 2025. They also set a timeline for hiring.
- b. Financial Reports May – 2025 – Included in the packet
- c. Public Hearing for the Amended PUD for the Glen at the Broadlands will be at 6:30 p.m. on July 10<sup>th</sup> at the regular Village Board Mtg.
- d. Approved Operator License Renewals for 2025-2026 – a list of approved operator's licenses was provided to the board.
- e. Discussion and/or Action: Combination Class "A" Beer and "Class A" Intoxicating Liquor License for the licensing year July 1, 2025- June 30, 2026, in the Village of North Prairie:
  - Rajwinder Singh, N8147 National Drive, Beaver Dam, WI 53916, Sukhdeep Garcha, Agent for North Prairie Market, LLC, d/b/a **Bill's Self Service & Mini Mart**, 102 East State Road, North Prairie, WI 53153.

Trustee Samuels motioned to approve the Combination Class "A" Beer and "Class A" Intoxicating Liquor License for the licensing year July 1, 2025- June 30, 2026, in the Village of North Prairie:

Rajwinder Singh, N8147 National Drive, Beaver Dam, WI 53916, Sukhdeep Garcha, Agent for North Prairie Market, LLC, d/b/a **Bill's Self Service & Mini Mart**, 102 East State Road, North Prairie, WI 53153 as noted, seconded by Trustee Schroeder. Trustee Samuels asked if their property taxes were paid and current. Administrator Effen confirmed yes. **Motion carried, 6/0.**

- f. Discussion and/or Action: Combination Class "B" Beer and "Class B" Intoxicating Liquor License for the licensing year July 1, 2025 - June 30, 2026, in the Village of North Prairie:

- Scott McGuire, 2843 Raintree Lane, Waukesha, WI 53189, Agent for D J P S, LLC, d/b/a **Sports Page Bar and Grill**, 117 N. Main Street, North Prairie, WI 53153.
- Louis Yaeger IV, 332 N. Lapham Peak, Delafield, WI 53018, Agent for Broadlands Golf Club, LLC d/b/a **Broadlands Golf Club**, 18 Augusta Way, North Prairie, WI 53153.

Trustee Samuels motioned to approve Combination Class "B" Beer and "Class B" Intoxicating Liquor License for the licensing year July 1, 2025 - June 30, 2026, in the Village of North Prairie: Scott McGuire, 2843 Raintree Lane, Waukesha, WI 53189, Agent for D J P S, LLC, d/b/a **Sports Page Bar and Grill**, 117 N. Main Street, North Prairie, WI 53153 and Louis Yaeger IV, 332 N. Lapham Peak, Delafield, WI 53018, Agent for Broadlands Golf Club, LLC d/b/a **Broadlands Golf Club**, 18 Augusta Way, North Prairie, WI 53153 as noted, seconded by Trustee Harmann. Trustee Samuels asked if their property taxes were paid and current. Administrator Effen confirmed yes. **Motion carried, 6/0.**

- g. Discussion and Action regarding Cigarette License from July 1, 2025 - June 30, 2026, for the following:

- Bill's Self Service & Mini Mart - 102 E. State Road
- Broadlands Golf Club - 18 Augusta Way

Trustee Harmann motioned to approve Cigarette License from July 1, 2025 - June 30, 2026, for Bill's Self Service & Mini Mart - 102 E. State Road and Broadlands Golf Club - 18 Augusta Way as noted, seconded by Trustee Samuels. Trustee Samuels asked if their property taxes were paid and current. Administrator Effen confirmed yes. **Motion carried, 6/0.**

## 10. PUBLIC SAFETY & PROTECTIVE SERVICES COMMITTEE

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items -  
Trustee Schroeder discussed the KMFd contract comparison was originally based on per call volume. The committee plans to also include equalized value and population in the formula. **No action taken.**
- b. Discussion and/or Action: Current and future structure of the Village of North Prairie Police Dept. -

Trustee Schroeder stated the options the village has regarding the police department – stay as it is, restructure the department or partner with a neighboring community or Sheriff's Dept. In April, our patrol hours were averaging 8.0 hours/day. In May, the average dropped to 4.5 hours/day. There is less than 12% patrol coverage on the weekends, and we are relying on the Sheriff's Dept. for weekend coverage most weekends. **No action taken.**

- c. Discussion and/or Action: Regarding the public information meeting Trustee Schroeder invited residents to join the Public Safety Committee for an Informational Meeting scheduled on July 16<sup>th</sup> promptly at 10 am, 2 pm, and 6 pm which is open to the public for their input. There will be flyers mailed to all residents and businesses in the community. The committee encourages everyone to attend. **No action taken.**

## 11. PUBLIC WORKS BUILDING & GROUNDS COMMITTEE

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.  
Trustee Samuels reminded everyone of the upcoming rescheduled date for the Recycling Event, June 17 from 4-7 pm. The committee discussed and reviewed the proposed plans for a 10' x 15' permanent shed submitted by the NPAA in the upper Broadlands Park area for their equipment. This was approved by the Plan Commission on June 10, 2025. **No action taken.**
- b. Discussion and/or Action: Final report on Ferris Pine Road project  
Trustee Samuels stated that the project was completed and even with a few hiccups, we were under budget. The last step is to have Ruekert and Mielke file the LRIP grant reports. **No action taken.**
- c. Discussion and/or Action: Update on the Community Dev'l. Block Grant –  
Trustee Samuels stated that we will not be awarded any Community Dev'l. Block Grant funds for next year as the county did not feel our request for sidewalks fit the criteria for funding. The county suggested that we work with the property owner to see if we can accomplish the sidewalks. **No action taken.**
- d. Discussion and/or Action: Recommendation by committee and Plan Commission to approve the proposed shed located in the upper Broadland's for the North Prairie Athletic Association (NPAA) equipment –  
Trustee Samuels stated that this item did not need to be approved by the board as it was approved by the Plan Commission on June 10, 2025. **No action taken.**

## 12. PERSONNEL & POLICY COMMITTEE

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action: DPW Supervisor position hiring process and timeline - President Miresse discussed the hiring process for the DPW Supervisor's position. He stated the salary range is \$60,000 - \$75,000

depending on qualifications. It is anticipated that there will be a two-week overlap for training. Administrator Etten needs to clarify with the insurance company to verify whether the applicants are required to have a FED MED card and what class of CDL is required for operating the snowplow truck. Trustee Samuels asked for an more specific information/update to be added to the Special Board Mtg. regarding this position. Trustee Samuels motion to approve the posting of the DPW Supervisor position to the League of Municipality website, seconded by Trustee Harmann, no further discussion, **motion carried, 6/0.**

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

- a. Report on discussion or action taken at previous meetings, reports, or future agenda items.
- b. Discussion and/or Action: Review and approval monthly bills and payroll – Trustee Schroeder motioned to approve the monthly bills, payroll, and tax liabilities totaling \$310,158.54, covering checks 20085-20158 and two void check #19994 (void/reissue) and #20126 and overrun, seconded by Trustee Samuels. Trustee Schroeder mentioned that payment to Wolf Paving for the Ferris/Pine Road Project was much of the large sum.
- c. Discussion and/or Action: Associated Appraisal for reassessment with recommendation – Trustee Schroeder stated that he wants to find out more about the re-assessment before presenting for a board vote. He said that the current maintenance cost of \$665/month will be increasing to \$1,000/month in 2026 and the cost of an "exterior only" re-assessment is \$42,500. We are below the allowable assessment percentage and we should plan to budget for this in 2026. Financing might be an option to cover the cost of the re-assessment. Trustee Schroeder said this item should be tabled to next month. **No action taken.**
- d. Discussion and/or Action: Road loan options with recommendation – Administrator Etten reported this item was not supposed to be on the agenda this month as it was a carry-over item from last month's meeting. **No action taken.**

### **14. Motion to Adjourn – Trustee Samuels motioned to adjourn at 7:52 p.m., seconded by Trustee Schroeder, no further discussion, **motion carried, 6/0.****

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Evelyn Etten  
Administrator/Clerk/Treasurer  
June 6, 2025

# VILLAGE OF NORTH PRAIRIE

## Village Board Minutes

June 30, 2025

1. **Call to Order** – The June 30<sup>th</sup> Special Board meeting was called to order by President Miresse at approximately 6:30 p.m.
2. **Roll Call** – Present: President Dan Miresse, Trustee Andy Harmann, Trustee Cheryl Lampe, Trustee Dave Schroeder, Trustee Donna Samuels and Trustee Mike McCormack
3. **Pledge of Allegiance** – was recited by those in attendance
4. **Confirmation of Proper Notice of the Meeting** – Assistant Clerk Zastrow confirmed the notice of the meeting was posted on the website and the 3 posting locations.
5. **PUBLIC COMMENT** – President Miresse moved, second by Trustee Schroeder to open public comments. **Motion carried 6/0.**

Deb Hall – 404 Karin Drive – Complimented all the people who worked on the recent Music & Motors Event.

There were no other public comments. Trustee Samuels moved, seconded by Trustee Harmann, to close the public comment. **Motion carried 6/0.**

6. **Discussion and/or Action: Vacant Trustee position – Review Letters of Interest.**

President Miresse stated at this time each of the candidates would be given three (3) minutes to address the board.

**Deborah Hall** - stated she has been a resident for over twenty years in the village. She thanked former Trustee Frank Rewasiewicz and his family for his many years of serving the community as a Trustee. Ms. Hall explained she sent her letter of interest to fill the vacant seat and wanted to reiterate she has knowledge of budgeting, hiring and ordinances. She sent the letter of interest because she felt she could assist the board with her skill set and she enjoys serving the community.

**Brad Beglinger** – stated he moved to the village about a year ago and lives in the Broadlands. He feels this is a fantastic community. He has been attending meetings, and he has a pretty good read on things. His experience is in project management. Feels his life skills would be an asset to the board.

**Tim Manuele** – stated he has lived in the community for over 28 years. He has facility management expertise, OSHA knowledge and equipment and works with DNR. He is tasked with keeping staff, budget and projects on time. He has been an active member of the Boy Scouts of America. He thinks new minds are needed for the Village Trustee position.

**7. Discussion and/or Action: Appointment to the vacant Trustee position pursuant to Section 17.24 Wis. Stats.**

President Miresse explained the board can ask the candidates questions if they would like at this time.

Trustee Lampe ask Mr. Manuele to clarify what he reports to the DNR. Mr. Manuele explained he reports emission, paints and discharge for the plumbing.

Trustee Samuels asked Mr. Manuele and Mr. Beglinger if they had ever served on any board.

Mr. Beglinger stated he has served on work-related boards, but not public boards.

Mr. Manuele stated he has served on work boards, not in public. He is the liaison for his employer for the Fire & Police and DNR & OSHA.

Trustee Harmann addressed Mr. Beglinger stating he has been at several meetings and what does he see as issues the board is facing.

Mr. Beglinger stated 1) Budget; 2) Kettle Moraine Fire Department; 3) Police Department issues – he feels the patrol and paperwork should be flipped and 4) Water Trust – new condos at Broadlands – drilling new ell and interacting with the water trust.

Trustee Harmann asked Mr. Manuele if he has been following the board meetings. Mr. Manuele responded he has not been following the village board meetings, has only seen what is on Facebook. Mr. Manuele was asked his thoughts on Facebook – he responded you cannot stop it, need to keep it realistic and get some answers but not be too excessive.

Trustee Harmann asked Ms. Hall what she sees as issues facing the board. Ms. Hall stated looking at how to create additional revenue. We are only

given a bucket of dollars, and we need to be the most efficient government we can be.

Trustee Samuels stated Mr. Beglinger listed the top three things and asked Ms. Hall and Mr. Manuele to list the top three needs of the board for the community. Ms. Hall stated 1) Protective Services; 2) Development of Broadlands; 3) Creating a community – being pro-active in communication from board, staff and getting out to the community. The water trust is a big item but is not the village.

Mr. Manuele stated 1) Water Trust with the \$2 million price tag; 2) Police Department and having coverage at night.

Mr. Beglinger also stated the water trust is a big issue and he feels there should be a trustee serving as a liaison to keep communication and relay messages. It was explained that the newest member of the water trust was at a previous meeting, and he is planning to attend future board meetings.

There were no further questions of the applicants. President Miresse asked if the board was ready to make a motion. Trustee Schroeder asked if they could use paper ballots. Acting Clerk Zastrow explained – paper ballots can be used, but the board would need to sign their ballot so it can be noted how they voted. It was the consensus to vote via paper, and they were comfortable signing the ballots.

Ballots were distributed with the following results:

President Miresse – Brad Beglinger  
Trustee McCormack – Deb Hall  
Trustee Samuels – Deb Hall  
Trustee Schroeder – Deb Hall  
Trustee Lampe – Brad Beglinger  
Trustee Harmann – Deb Hall

The results were Deb Hall 4 votes and Brad Beglinger 2 votes and no votes for Tim Manuele. President Miresse moved, second by Trustee Samuels to appoint Deb Hall to fill the vacant trustee position until April 2027. **Motion carried 6/0.**

Trustee Samuels thanked all the candidates for their interest in serving and encouraged them to keep attending board meetings. It is great to see them wanting to get involved and encouraged them to run for election in the future. Trustee Harmann stated the gathering of signatures isn't too hard and is an easy process to get on the ballot and encouraged the candidates to consider running for the board.

**8. Discussion and/or Action: Committee Appointments**

President Miresse presented the recommendation for the board appointments to committees. Trustee Schroeder explained he suggested three scenarios based on who was appointed to fill the vacant seat on the board.

Trustee Schroeder moved, second by Trustee McCormack to approve the committee appointments as presented:

Public Safety            Trustee McCormack – Chairman  
                                 Trustee Samuels  
                                 Trustee Schroeder

Public Works            Trustee Samuels – Chairman  
                                 Trustee Lampe  
                                 Trustee Harmann

Finance                    Trustee Schroeder – Chairman  
                                 Trustee Hall  
                                 Trustee Harmann

Communication & Personnel  
                                 Trustee Hall – Chairman  
                                 Trustee McCormack  
                                 Trustee Lampe

**Motion carried 6/0.**

Trustee Schroeder moved, second by Trustee Harmann to remove Trustee Schroeder from Plan Commission as the board representative and to appoint Deb Hall as the board representative. **Motion carried 6/0.** This will leave a vacant seat on Plan Commission for the Village President to fill.

**9. Discussion and/or Action: Revised Full-Time Employee Benefit Policy – HR 2025-01**

Acting Clerk Zastrow explained this policy needs clarification prior to the hiring of the DPW employee. Administrator/Clerk/Treasurer Effen and former President Hall worked on this. This will be updated to be part of the Employee Handbook and will not continue to be a policy.

Trustee Samuels moved, second by Trustee Lampe to approve Policy 2025-01 – Revised Full-time Employee Benefit Policy. **Motion carried 6-0.**

**10. Discussion and/or Action: Update on the DPW Supervisor's position.**

President Miresse stated the village has received two applications for the DPW position.

Trustee Schroeder asked if the pay range was correct. Discussion followed. No changes were made to the pay range listed. Trustee Schroeder asked about the proposed start date and overlap time with current staff. President Miresse stated they are planning a start date of the Tuesday after Labor Day which would give two full weeks and four days of training. Discussion followed.

President Miresse asked the board to authorize Administrator Effen, the Personnel Committee and himself to make a determination to offer the position. The board agreed as long as the hiring would come to the board for approval.

Trustee Samuels moved, second by Trustee Lampe to approve the benefits and summary as presented. **Motion carried 6/0.**

**11. Motion for Adjournment.**

Trustee Samuels moved, second by Trustee Schroeder to adjourn the June 30<sup>th</sup>, 2025, Special Board meeting at approximately 7:20 pm. **Motion carried 6/0.**

Respectfully submitted,

Nancy J. Zastrow  
Acting Clerk



### Village of North Prairie - Building Permits 2025

Permit #	Tax Key	Date	Address	Street	Owner	Contractor	Description	Amount	Type
E25052	1563 985 001	6/9/25	222	Eagles Cove Circle	Steffek	KM Htg	radon fan	\$65.00 ✓	Elect
E25053	1562 001	6/9/25	229	Cypress Point	Badura	Elect-Tech	a/c	\$71.00 ✓	Elect
B25054	1564 912 001	6/9/25	209	W State Rd	Babeck	by owner	6ft fence rear yard	\$65.00 ✓	Bldg
B25055	1568 031	6/9/25	216	Corby Dr	Beverage	By Owner	driveway parking bay	\$100.00 ✓	Bldg
B25056	1568 159	6/12/25	107	Stevens Ct	Kostreva	Midwest Solar	rooftop solar	\$123.00 ✓	Bldg
E25057	1568 159	6/12/25	107	Stevens Ct	Kostreva	Midwest Solar	rooftop solar	\$160.00 ✓	Elect
B25058	1564 914	6/25/25	213	W State Rd	Beiter	By Owner	egress window	\$65.00 ✓	Bldg
E25059	1893 998 002	6/25/25	s6473	CTH E	Prairie View Schools	Wtl-Surge	fire alarm system	\$190.00 ✓	Elect
B25060	1568 042	6/25/25	300	Lenz Ct	Kaufman	C & M Fence	4ft fence	\$65.00 ✓	Bldg
H25061	1565 021 001	6/25/25	139	N Oakridge Dr	N.P. Animal Hospital	David Anthony	minor interior buildout	\$122.00 ✓	HVAC
E25062	1893 998 002	6/25/25	s6473	CTH E	Prairie View Schools	*Pieper Elect	elevator refurbish	\$50.00 ✓	Elect
H25063	1562 001	6/25/25	229	Cypress Point	Badura	Energy Saving Systems	a/c	\$65.00 ✓	HVAC
H25064	1568 044	6/25/25	200	Corby Dr	Bannenberg/Klein	Donovan & Jorgenon	furnace a/c	\$70.00 ✓	HVAC
<b>June Building Permits Totals</b>								<b>\$1,211.00</b>	





# 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 June, the district responded to 36 calls.
- As of today, July 8, 2025, we are at 276 total calls for service for the year.
- All apparatus is currently in service, with minor issues being addressed.

- **Staffing – Ongoing Challenges and Immediate Actions**

Staffing during **night and weekend hours continues to be our most pressing issue**. Due to funding limitations, we are unable to staff the stations 24/7 with paid personnel and must rely on our paid-on-call (POC) members.

Unfortunately, POC staffing is unpredictable and unreliable, which increases the risk of burnout and makes scheduling extremely difficult. The limited number of POC responders that we have available are asked to sign up for shifts, however they are not all being covered by this model. This is not sustainable, and I have presented an executive summary of the issue to the Fire Board for review and action.

To address short-term coverage gaps:

- Chief officers met with **Dr. Schultz, our Medical Director**, to review legal staffing requirements for ambulance crews and explore contingency plans.
- Dr. Schultz echoed our concerns and asked the district to **enter into a temporary emergency agreement with Mukwonago Fire Department** to provide service coverage (if available) on days when we are unable to field a legal crew.
- This arrangement will only be used as needed and is considered a **temporary measure** while we pursue both short- and long-term solutions in partnership with the Fire Board.
  
- Officer evaluation forms have been coming back; however, I am still waiting for a couple. Once these are all completed, I will be meeting with each officer of the district to review the comprehensive evaluation so that I can offer constructive feedback for leadership development. We will then move towards officers doing evaluations on the rest of the employees.
  
- There was an officers meeting held on June 25<sup>th</sup>. These are being held each month with the first portion being leadership development training, and the second portion being



# Kettle Moraine Fire District

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district business. This month, Michelle Delisle, retired Wauwatosa Lieutenant and former NFPD member came in to discuss conflict mitigation and best practices. The presentation was very well received, and Michelle will more than likely be coming back to assist the group. She has a master's degree in organizational development and leadership, teaches in the Fire and Emergency Management program at UW Oshkosh, and has led training throughout the world in addition to being deployed with FEMA.

- The district is lucky enough to have the opportunity to train utilizing an acquired structure, through a very generous donation from a resident. The home that he is donating is located on Wilton Road in the Town of Eagle. We plan to utilize this property for fire and EMS training over the next few months, with the hope of doing live fire evolutions and burning the home down sometime later in the year. We are currently waiting for the owner to complete the hold harmless agreements and the asbestos abatement. I have been studying NFPA 1403, standard for conducting safe live fire training evolutions in structures. This is a very rare opportunity for the district, which will take a massive team effort to maximize our training opportunities and ultimately do live fire evolutions and burn the structure down. As we progress, I will provide more information.
- No update on the AFG grant for radios.
- We applied for the WE energies grant, as well as the WI DNR grant.

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	26	16	0	15	5	13	9	42
April	31	18	1	10	15	14	11	50
May	21	10	6	16	9	4	8	37
June	19	13	4	18	11	2	5	36
July								
August								
September								
October								
November								
December								
	158	81	16	100	58	47	50	255

Call  
Total 255

Mutual Aid	50	20%
Town of Eagle	100	39%
Village of Eagle	58	23%
Village of North Prairie	47	18%



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

	Current Month	YTD
Calls for Service**	42	225
Citations/Charges**	12	65

\*\* As of July 3, 2025 these were the totals that were entered into FORS from TRACS. Due to many outside factors, this is the closest representation of totals we can present. Note: Other calls, citations, or warnings may arise from these calls that aren't computed in these totals.

**CITATIONS/CHARGES ISSUED**

OAS After Registration Revokes, Suspended or Cancelled  
 Non-Registration of Vehicle  
 Operate without a Valid License  
 Operating while Suspended  
 Exceeding Speed Zones/Posted Limits  
 Disorderly Conduct with a Motor Vehicle

**OTHER CALLS**

Assist Citizen  
 Business Check  
 Citizen Contact  
 Disorderly Conduct with MV  
 Extra Patrol  
 Fraud  
 Illegal Riding In/On Motor Vehicle  
 Gas Skip  
 Matter of Record  
 Monitor Speed  
 Noise Complaint  
 Ordinance Warning-Verbal  
 Other Mutual Aid Assists  
 Overnight Parking Request  
 Parking Violation  
 Reckless Driving  
 Suspicious Person/Activity  
 Traffic Hazzard  
 Trespassing  
 Well-being Check

**SQUAD MILES: & MAINTENANCE**

SQUAD 687: 28

SQUAD 686: 786

**HOURS:**

CHIEF: 0  
 ASSISTANT CHIEF 40.25 Admin  
 1.75 Patrol  
 PATROL 154.25  
 CLERICAL: 119.25

WSD Calls: \*22

*The Village of North Prairie is not the record keeper of calls from the Waukesha County Sheriff's Department. To the best of our knowledge these totals are accurate, but because it isn't our database to keep, there is no guarantee.*

# June 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 Justin H	2 Ryan	3 Justin H	4 Kim	5 Justin H.	6 Mott	7
8 Mott	9 Ryan	10 Justin H	11 Justin B	12 Justin H.	13	14
15 Justin H	16	17 Tate	18 Tate	19 Kim	20 Violet 4am-3 pm	21 Violet 7am-3pm
22	23	24 Justin B.	25 Sarah	26 Sarah	27 Kim	28 Justin H
29	30 Kim		Kyle	Ryan		
Brad	Brad					

# Work Shift Comparison

## NORTH PRAIRIE POLICE DEPARTMENT

From 6/1/25 To 6/30/25

Date Run: 7/3/2025

<b>Category:</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Overnight Parking Request	3	1	3	2
<b>subtotals:</b>	3	1	3	2
<b>Category: Assist</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Assist Citizen	12	1		
Business Check	2			
Citizen Contact	1			
Extra Patrol	3			
Matter of Record- WSD	6	7	6	3
Other Mutual Aid Assists	1			
<b>Assist subtotals:</b>	25	8	6	3
<b>Category: Criminal</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
FRAUD				1
<b>Criminal subtotals:</b>	0	0	0	1
<b>Category: Municipal</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Disorderly Conduct with a Motor Vehicle	1	1		
<b>Municipal subtotals:</b>	1	1	0	0
<b>Category: Ordinance</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Noise Complaint	1			
Ordinance Warning- Verbal	1			
<b>Ordinance subtotals:</b>	2	0	0	0
<b>Category: Service</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Matter of Record	1	1		
School Safety	1			
Suspicious Vehicle			1	
<b>Service subtotals:</b>	2	1	1	0
<b>Category: Traffic</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	
<u>Nature of Incident</u>	<u>07:00 to 14:59</u>	<u>15:00 to 22:59</u>	<u>23:00 to 06:59</u>	<u>No Time Entered</u>
Illegal Riding In/On Motor Vehicle				
Monitoring Speed	1			
OAS/OAR/Other License Violations	2	1		
Parking Violation		1		
Registration/Title Violation	5	1		
Speeding Violation	1	2		
Traffic Warning- Verbal		1		

Traffic subtotals:

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9                      6                      0                      0

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

Grand Totals:

42                      17                      10                      6

Daily work log June 2025

6/2/25 / 7:00 to 3:00 8.0 hours

Empty garbage all parks 1.5

Check oil on equipment, fuel equipment and fill cans 1.5

Cut grass along shoulder west of Sadd st. on Augusta Way and cut thistles at B-Lands. Spray thistles @ b-lands bench area, roto till, rake, and spray dug outs for weeds. 4.0

Start office work, monthly bills and payroll 1.0

6/3/25 / 7:30 to 4:00 8.5 hours

Finish bills and payroll/monthly report 2.0

Unload Kubota and set up for spraying fences around all ball diamonds, playgrounds 4.5

Rain out for spraying so on to repairing of small roto tiller replace drive shaft tube 1.0

6/4/25 / 7:30 to 4:30 9.5 hours

Respond to emails, call diggers hotline for ATV sign placement 1.5

Work on Z 997 R mower deck replace bad pulley on new machine and re-bolt idler pulley bracket. Bracket is worn through, temporary fix until part comes in. look at old 997 mower deck try to find howling noise. Can't pin it down.

2.0

Go to office to check on credit card statement but was finished by Evelyn. She asked me if the job was done properly regarding Ferris and Pine. I have not looked at it so went down and did some measuring and checking. Typed up a response to Evie and Donna. 2.0

Un hooked tractor from mower and mounted loader, went to B-lands to move soccer goals off of fields so we can cut tomorrow if dry enough. Then took off loader and re hooked to gang mower for cutting on Thursday. 3.0

Typed up daily log report for the past 3 days and dropped check at office for scrap steel turned in, directed Kellen to move garbage cans and clean up glass at B - lands 1.0

6/5/25 / 7:45 to 4:45 9.0 hours

Check emails, reach out to Brad at Century link regarding lack of markings around box in front of village hall, load mower on trailer and fuel for day, drive tractor to county to fuel for day. 1.25 hours

Cut B-Lands with Ernie, using 2 mowers 4.0

Cut back lot behind big diamond at vet park .75

Unhook gang mower and reinstall loader .50

Clean up weeds on dirt pile and load clean topsoil for B-Lands soccer field holes, dig out thistles around bench at lower B-Lands for install of new black chips. 2.5

6/6/25 8:00 to 1:30 5.5 hours

Roto till mulch bed at B-lands lower around bench/respray weeds and cut down thistles. Pick up 7 yards black mulch for area and 2 yards for Village Hall beds. 4.0 hours

Pick up 2 yards red mulch for fire dept 1.5 hours

6/9/25 7:00 to 2:00 7.0 hours

Check emails .50

Check oil levels in equipment and prep for cutting/set up kubota for dragging all fields with big drag .50

Drag all ball diamonds to break up diamond mix and knock down weeds 5.0 hours

Put mulch around bench area at lower broadlands park needs to be rakes out and needs more mulch. 1.0

6/10/25 7:15 to 5:15 10.0 Hours

Talk with Matt from baseball, Load equipment, check and answer emails  
.75 hours

Run to Tractor Supply for repair parts for 3 pt auger run to Ace Hardware for  
cords for V-Hall 1.25 hours

Run to Waukesha Landscape Supply for 9 yards of mulch for B-Lands 2.0  
hours

Stop at V-Hall office to check in .5 hour

Take auger apart and replace drill point and cutting edges 1.0 hours

Install auger onto tractor .5 hour

Drill 3 holes for ATV signs on Hwy 59 / hole on west end was a dig by hand and  
chip out rocks to get to 42" Auger broke shear pin while drilling holes on west  
end of 59. Return to shop to repair auger. Needed to grind and polish drive  
shaft to get back together. 3.0 hours

Run to Home depot for a replacement 4x6x12 as 1 of them warped badly. And  
pick up 6 bags of cement for post holes 1.0 hours

6/11/25 9:15 to 5:15 8.0 hours total

Work with Donna to put posts in ground for ATV signs 3.0

Run to Waukesha Menards and Kaestner Electric 2.0

Rake and load mulch at B-Lands 3.0

6/12/25 8:15 to 4:15 8.0

Check emails/shop work/look for missing Chalker/clean out truck 105go over  
pump house cutting and billing with Ernie 3.0

Empty garbage at parks and install new covers with after putting recycle  
stickers on them 1.0

Office with Evie to set up right of way permits .50

Spray weeds in mulch beds/roto till mulch beds/install mulch around tree's and in large beds. Continuing on Friday.

6/13/25 8:00 to

Emails and daily log fill out .50

Garbage from 2 ball games last night .50

Talk with Evie and Donna 1.0

Mulch at B-Lands spray beds with weed kill / thistles were removed from B-Lands. Spray did not take them out so Kellen hand pulled 4.5

6/16/25 8:00 to 2:45 6.75 hours

Check emails/prep equipment/load equipment 1.0

Pick up mulch for beds at B-Lands Park 1.5

spread mulch roto till beds and spray weeds 2.5

Dig out old tree after grinding and spread topsoil/ seed and straw area behind upper play area 1.5

6/17/25 7:15 to 4:15 9.0 hours

Go thru Emails/receipts/equipment prep 1.5

Pick up mulch for beds and dug outs 1.5

Remove wheel on truck 105 and take in for valve stem replacement 1.0

Work on beds/play area/weeds and mulch 5.0

6/18/25 10.75 hours

Check emails .5

Rain day office work/make out 35 right of way permits for W/E energy, for work to be done on west 59 and Fairview 3.0

Haul playground chips and mulch for lower play area at B-lands and dump 3.5

Cut fire dept .50

Make out billing report for Hwy 59 and Hwy E lot 1.0

Committee Meeting 2.5

6/19/25 7:15 to 1:15 6.0 hours

Check emails/get equipment ready to go call electrician regarding outside lights at village hall/install fire extinguisher in trucks 103 and 105 3.25

Pick up garbage bat vet park. Check out leaking sink at back of village hall men's room/meet with Debbie and Lindsey regarding planting of tree 2.75

6/20/25 off

6/23/25 7:00 to 5:00 10 hours

Check emails/check oil levels/load equipment 1.0 hours

Look over parks for cutting needs/check out Z997 R as it stops running every 5 minutes. Warning gauge states hydraulic system needs attention. Check hydro oil found it was fine / excess grass build up on hydro drive pump. Pressure wash clean and problem was gone. Doesn't like cutting when it's 95 degrees' 2.0

Measure distance from new condo project to homes within 300 feet and present owners with notification of project and opportunity to voice opinion at next meeting 2.0

Pick topsoil and chips for lower b-lands play area grade and rake in place seed and straw 5.0

6/24/25 8:00 to 4:30 8.5 hours

Check emails and read mutual assistance request info from state 1.5

Pick up playground chips to finish lower b-lands play area, spread chips and repair soccer field low areas with seed and straw 4.75

Repair broken cord on freezer at concession stand turn on freezer and broken refrigerator. Both seem to be working fine. Refridge makes some noise, will put the word out for a donation of fridge 1.0

Run to pal steel for aluminum flat stock 1.25

6/25/25 7:00 to 5:00 9.0

Check emails and write up reports 1.5

Check the refrigerators at Vet Park. Have all freezers and refrigerators working currently, 1 fridge sounds bad, very noisy. 1.5

Cut lots on hwy e and 59 for DOT, cut pump house, cut lot in front of Midwest painting and start to cut pump house on Karin got rained out. Return to finish Karin dr pump house. 3.0

Repair toilet back of v-hall/clean out water fountain at concession stand and open up garage for delivery of ice cream for car show measure aluminum for toe kick boards at parks dugouts. Need to reattach 3.0

6/26/24 8:00 to 4:00 8.0 hours

Check emails .50

Cut the grass in tennis courts and put up rule signs on tennis courts get out extra garbage cans for car show and baseball game on big field rained out so went to pick up parts at Proven Power 4.0

Kellen weed whacking and helping put up signs

Start to put out garbage cans rained out, back to shop for clean up, go back to park work on cans and blow off areas as needed miscellaneous shop work put things away stack things etc. 3.5 hours

6/27/25 8:00 – 12:00 4.0

Check emails go thru bills end of month 1.5

Check dugout kick boards, need 3\, Pick up boards for dug out at Menards

2.5

6/30/25 vacation



# Municipal LAW

& LITIGATION GROUP

DALE W. ARENZ (1935-2022)  
DONALD S. MOLTER, JR. (Retired)  
JOHN P. MACY  
H. STANLEY RIFFLE (Court Commissioner)  
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REMZY D. BITAR

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GREGORY M. PROCOPIO  
BENJAMIN T. CROCKETT  
ADAM J. MEYERS  
SAVANNA M. GAIN  
JAIME L. STAFFARONI  
HAILEY R. LIPINSKI

STEPHEN J. CENTINARIO, JR.

July 2, 2025

Dan Miresse, Village President  
Village of North Prairie  
130 N. Harrison Street  
North Prairie, WI 53153

**Re: Third Amendment of Conditional Use Approval for The Broadlands  
Legal Review**

Dear Mr. Miresse:

I received the proposed Third Amendment of Conditional Use Approval for The Broadlands, as well as a request that I review and comment on the same. I have had an opportunity to carefully consider this matter.

Based upon my review, I note the following comments, questions, concerns and recommendations in this regard:

1. The Original Conditional Use Permit was granted by the Village in 1997 to Donald and Louise Klussendorf, Broadlands, Inc, and Harmony Homes, Inc. There was an Amendment executed in 1999 by Harmony Homes, Inc. The proposed Third Amendment states there was also a Second Amendment executed in 2021. Please note that I did not receive the Second Amendment and therefore cannot opine whether this proposed Third Amendment is consistent with the terms of the Second Amendment.
2. The Third Amendment is proposed to be executed by Land & Home LLC. The purpose of this Third Amendment is to rename Section VIII from "Multi-Family Development" to "Buildings," and to state the following:

"That a conditional use is hereby granted to parcel NPV 1563994 for the construction of six 2-unit buildings and twelve 4-unit buildings (60 total dwelling units). The minimum front yard setback shall be 35 feet."

Please note that tax key "NPV 1563994" was not included within the property for the original Conditional Use Permit. The original "Multi-Family Development" section allowed for the development of 136 units on approximately 18.50 acres of land. The number of units could not exceed 136, but the total number of bedrooms could not be below 272, with a mix of one-, two-, and three-bedroom units. As proposed to be revised, this states that there will be 60-total units. The intent of the original

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Miresse  
July 2, 2025  
Page 2

Conditional Use Permit was to allow a multi-family portion of development. This proposed Amendment is consistent with the original intent for the uses of the Conditional Use Permit.

3. Please note that depending upon the terms of the Second Amendment, revisions to the proposed Third Amendment may be necessary. I will await the receipt of the Second Amendment prior to proposing any revisions to the Third Amendment, to ensure any revisions I propose are consistent with all versions of the Conditional Use Permit.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Very truly yours,  
MUNICIPAL LAW AND LITIGATION GROUP, S.C.

*Eric J. Larson*

Eric J. Larson

EJL/BTC/jd  
cc: Evelyn Etten, Village Clerk

**EXHIBIT A**  
**Standard Land Division Conditions**

- A. Staff and Governmental Approval. Subject to the developer satisfying all comments, conditions and concerns of the Village Engineer, the Village Planner and all reviewing, objecting and approving bodies, in regard to the final CSM, and obtaining all necessary permits and approvals, prior to commencing construction of any improvement, whether public or private, or site development or recording of the final CSM, whichever is earlier.
  
- B. Financial Guarantee and Agreement. Subject to the Developer submitting to the Village Clerk and receiving approval as to form from the Village Attorney and as to amount from the Village Engineer, a letter of credit or cash and subject to the Developer submitting to and receiving from the Village Attorney, Village Planner and the Village Engineer, approval of a Developer's Agreement for the improvements (including all public, private and site development improvements), prior to commencing construction of any improvement, whether public or private, or site development or recording of the final CSM, whichever is earlier.
  
- C. Deed Restrictions. Subject to the Developer submitting to and receiving from the Village Planner, Village Attorney and the Village Engineer, approval of the final draft of the deed restrictions, prior to commencing construction of any improvement, whether public or private, or site development, or recording of the final CSM, whichever is earlier.
  
- D. Professional Fees. Petitioner shall, on demand, reimburse the Village for all costs and expenses of any type that the Village incurs in connection with this development, including the cost of professional services incurred by the Village (including engineering, legal, planning and other 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.
  
- E. Payment of Charges. Any unpaid bills owed to the Village 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 Village; shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of billing by the Village, 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 Village, including possible cause for termination of the conditional approval.
  
- F. One Year to Satisfy Conditions. Subject to the Developer satisfying all of the conditions of CSM approval within one year of the Village Board granting conditional final CSM approval.



A GRANT OF CONDITIONAL USE FOR  
DONALD C. KLUSSENDORF, LOUISE KLUSSENDORF,  
AND THAT COMPANY REFERRED TO AS "BROADLANDS, INC.", OWNERS,  
AND BY HARMONY HOMES, INC., DEVELOPER,  
PRESCRIBING THE CONDITION THEREFOR  
IN THE VILLAGE OF NORTH PRAIRIE  
JUNE 1997

WHEREAS, a Petition having been filed from Donald C. Klussendorf, Louise Klussendorf, and that company referred to as "Broadlands, Inc.", Owners, and Harmony Homes, Inc., Developer, for a conditional use for the development to be described generally as "The Broadlands", which will consist of single-family residential lots, an 18-hole golf course, a golf course clubhouse, duplexes, a park land dedication, a commercial area, a driving range and a multi-family development on the following described real estate in the Village of North Prairie:

Legal Description:

Planning Area 1 as shown on "Exhibit A", a certain legal description attached hereto; and Planning Area 2 as shown on "Exhibit B", a certain legal description attached hereto.

Tax Key Numbers - NPV1562-980; NPV1562-983; NPV1563-999; 1563-999-001;  
✓NPV1564-953; NPV1725-984; NPV1728-997; NPV1728-999

Commencing upon the date hereof, a conditional use as requested is hereby granted subject to initial and continued compliance with each and every one of the following conditions, restrictions and limitations:

WHEREAS, the Village Board and Plan Commission held a public hearing pursuant to Section 24 of the Village of North Prairie Zoning Ordinance and the Village Board having carefully reviewed the recommendation of the Plan Commission, and having given the matter due consideration, and having based its determination on the effect of the granting of such conditional use on the health, safety and welfare of the community, the immediate neighborhood in which said use will be located, and having given due consideration to municipal problems involved, as well as the impact on the surrounding properties as to noise, dust, smoke, and odor, and others, hereby determines that the use will not violate the spirit or intent of the Zoning Code for the Village of North Prairie, will not be contrary to the public health, safety or general welfare of the Village of North Prairie, will not be hazardous, harmful, noxious, offensive or a nuisance by reason of noise, dust, smoke odor or other similar factors and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood as long as the conditional use is operated pursuant to the following conditions and in strict compliance with the same.

THEREFORE, IT IS ORDERED:

The Plan Commission of the Village of North Prairie having made a determination that all that property described herein would qualify for a conditional use for the operation of single-family residential lots, an 18-hole golf course, a golf course clubhouse, duplexes, a park land dedication, a commercial area, a driving range and a multi-family development.

The Plan Commission having given its recommendation and a public hearing having been held on the 15th day of May, 1997, and said public hearing having been duly notified as required by law, and the Village Board having given the matter due consideration and having based its determination on the effect of the granting of such conditional use on the health, safety and welfare of the community, the immediate neighborhood in which said use will be located, and giving due consideration to the municipal problems involved, as well as the impact on the surrounding properties as to noise, dust, smoke, odor, aesthetics;

IT IS ORDERED:

#### SECTION I

##### SINGLE-FAMILY RESIDENTIAL LOTS

That a conditional use is hereby granted for a single-family residential subdivision in that portion of the within described real estate shown on "Exhibit A" in the approximate area shown on the plat of The Broadlands in Planning Area 1 attached hereto, and marked "Exhibit C", containing no more than 173 lots, no one lot of which shall be less than 40,000 square feet as shown approximately on said plat. Those lots bordering on the Town of Ottawa properties to the north and to the west shall contain a buffer restriction, restricting the construction of the residences and outbuildings to a minimum distance of 100 feet from the rear of any presently existing buildings on adjacent properties. All residential lots shall be encumbered by deed restrictions and subject to architectural control according to a plan and deed restrictions to be submitted by Developer at a future date during the platting process. Said single-family area shall comprise approximately 194.44 acres of land. The westerly street access from the subdivision to C.T.H. "ZZ" shall, at Developer's Option, either be centered in the middle of the access strip owned by Owners or install a ten (10) foot wide landscape buffer west of the street to lessen the impact of the street on adjoining neighbors. Only a sixty-six (66) foot street right-of-way shall be required so that the balance on both sides of the new streets shall constitute open space.

## SECTION II

### 18-HOLE GOLF COURSE

That a conditional use is hereby granted to that portion of the within described real estate shown on "Exhibit A" and "Exhibit B" in the approximate area shown on the plat of The Broadlands in Planning Areas 1 and 2 attached hereto, and marked "Exhibit C", for an 18-hole golf course in the approximate location shown on said plat. Owners/Developer shall submit a complete site plan and plan of operation for the layout of said 18-hole golf course, which site plan and plan of operation shall address aspects of the golf course, including water retention areas, landscape plan, irrigation, storm water drainage, final grades of the entire site and timetable of construction. Said site plan, plan of operation and timetable shall be subject to further approval of the Plan Commission. The golf course shall be contained on approximately 217 acres of the site.

## SECTION III

### GOLF COURSE CLUBHOUSE & PARKING LOT

That a conditional use is hereby granted to that portion of the within described real estate shown on "Exhibit A" in the approximate area shown on the plat of The Broadlands in Planning Area 1 attached hereto, and marked "Exhibit C", for the construction and operation of a golf course clubhouse, and for the construction of a parking lot in the approximate location shown on said plat, and located within the 217 acres referred to in Section II above. A complete site plan and plan of operation, building plans, architectural renderings and specifications, and septic system shall be submitted for further approval by the Plan Commission.

## SECTION IV

### DUPLEXES

That a conditional use is hereby granted to that portion of the within described real estate shown on "Exhibit A" in the approximate area shown on the plat of The Broadlands in Planning Area 1 attached hereto, and marked "Exhibit C", for the construction and operation of forty-six (46) duplex units to be constructed on approximately 24.37 acres of land in the approximate location shown on said plat. A complete site plan, plan of operation, screening and landscaping plan, drainage plan and architectural renderings shall be submitted to the Plan Commission for further approval. Notwithstanding anything in the foregoing to

the contrary, at Developer's election, Developer may develop portions of the area designated as duplex for single-family residential purposes, provided however that the maximum number of forty-six (46) dwellings as prescribed above is not exceeded.

#### SECTION V

##### PARK LAND DEDICATION

That a conditional use is hereby granted to that portion of the within described real estate shown on "Exhibit A" in the approximate area shown on the plat of The Broadlands in Planning Area 1 attached hereto, and marked "Exhibit C", for the construction and dedication to the Village of North Prairie for a municipal park consisting of approximately 25 acres of land, all as shown on "Exhibit C" hereof. This park dedication is in full and complete satisfaction of any Park & Public Site Dedication required by Village ordinance and/or any fee in lieu thereof, as to the entire development subject to this grant of conditional use. The Developer shall provide additional amenities for the park to be mutually agreed to by the Village and Developer.

#### SECTION VI

##### COMMERCIAL AREA

That a conditional use for a commercial area is hereby granted to that portion of the within described real estate shown on "Exhibit B" in the approximate area shown on the plat of the Broadlands in Planning Area 2 attached hereto, and marked "Exhibit C". Said commercial area, consisting of <sup>approximately</sup> 30 acres, shall be subject to the presentation of an internal street layout, landscaping, screening and drainage plan. Each commercial building, before it is constructed, shall be subject to the approval of the Plan Commission whose decision shall be made based upon the appropriate use of the site for aesthetically pleasing commercial and retail operations.

#### SECTION VII

##### DRIVING RANGE

That a conditional use is hereby granted for a driving range on that portion of the within described real estate shown on "Exhibit B" in the approximate area shown on the plat of The Broadlands in Planning Area 2 attached hereto, and marked "Exhibit C", consisting of approximately 9.60 acres of land, all as shown on the plat herein. Complete site plan, plan of operation, screening and landscaping plan, lighting plans and drainage and grading plans shall be submitted to the Plan Commission for further approval.

## SECTION VIII

### MULTI-FAMILY DEVELOPMENT

That a conditional use is hereby granted for a multi-family development on that portion of the within described real estate shown on "Exhibit B" in the approximate area shown on the plat of The Broadlands in Planning Area 2 attached hereto, and marked "Exhibit C", containing a total of 136 units, all included on approximately 18.50 acres of land. A complete site plan, plan of operation, building architectural plans, sewage disposal plans, stormwater drainage plan, landscaping, berming and grading plan shall be submitted to the Plan Commission for further approval. No more than 136 units shall be permitted, and the Village reserves the right to control the number of bedrooms contained in said units, provided, however, that the total number of bedrooms in the multi-family development shall not be reduced below 272 with a mix of one, two and three bedroom units. Said multi-family area shall consist of approximately 18.50 acres of land, all as shown on "Exhibit C" hereof.

### GENERAL CONDITIONS

#### AFFECTING THE ENTIRE CONDITIONAL USE

- A. TERM OF CONDITIONAL USE: This conditional use permit, and all phases of the same, shall be effective from the date hereof. The Village shall have the right to revoke the conditional use as to the commercial, driving range or golf course portions of this development for a material violation after notice, opportunity to cure and hearing as described in B. below.
- B. TERMS: Upon Village's discovery of abandonment of one or more of the conditional uses as to the commercial, driving range or golf course portions of this development for a period exceeding one year (after initial construction and commencement of such use) or Village's discovery of material violations of the conditions of this approval as to the commercial, driving range or golf course portions of this development, Village may provide notice of such abandonment or violation to the owner of the portion of this development subject of such abandonment or violation. If the abandonment or violation continues for a period of thirty (30) days after the owner's receipt of written notice from Village, then a public hearing shall be scheduled before the Village Board as to whether the conditional use approval of the portion of the development subject to such abandonment or violation should be revoked. Notwithstanding the foregoing, if the matter to which objection is raised could not be reasonably cured within such thirty (30) day period and further provided that the owner upon receipt of notice from Village has promptly commenced and is diligently continuing efforts to complete

such cure, then the period for cure shall be extended as reasonably necessary to permit the owner to complete the cure. Determination by the Village Board to revoke grant of conditional use approval as to one or more phases of the development following the notice, failure to cure and public hearing as prescribed above, shall be limited to the portion of the development subject to such abandonment or violation.

- C. BUILDING PERMIT, OCCUPANCY PERMIT, ETC., STILL REQUIRED: No use is hereby authorized except as the same be in all respects conducted in a lawful, orderly and peaceful manner. Nothing in this order contained shall be deemed to authorize any public or private nuisance or to constitute a waiver, exemption, or exception to any law, ordinance, order or rule of the Village of North Prairie or other duly constituted authorities, except only to the extent that it authorizes non-conforming uses of the premises above described in the specific respects described herein, either expressly or by necessary implication. This order shall not be deemed to constitute a building permit, nor shall this order constitute any other license or permit required by law or by Village ordinance. Owner shall comply with all applicable State, County and local ordinances and permits.
- D. PREMISES DEFINED: The specific conditional uses hereby authorized shall be confined to the property described on "Exhibit A" and "Exhibit B" and as shown on "Exhibit C". The area upon which the driving range, the Village park and the golf course are located shall be an integral part of the open space requirement for this conditional use and shall satisfy all Village open space requirements with respect to all portions of the multi-phase development subject to this conditional use approval. The open space consists of 217.79 acres of golf course, 9.60 acres of driving range and, the Village park area consisting of 25 acres. Said open space shall always remain limited to the uses listed in this conditional use, i.e., golf course, driving range and Village park, and irrespective of the other uses approved in this conditional use, i.e., residential or commercial. Owners/Developer shall deed restrict the lands described as the golf course and driving range against any development other than permanent open space including the use of such lands for golf course, clubhouse driving range and other ancillary and accessory uses.
- E. SECURITY LIGHTING AND OTHER LIGHTING. Except for residential uses, all other lighting intended for security purposes or for the driving range shall be approved by the Plan Commission and shall be in conformity with Section 3.13(8) of the Zoning Ordinance.

- F. PARKING LOT: Other than the single-family residential, all parking lots shall be paved pursuant to Zoning Ordinance Section 3.13(4) and other applicable Village ordinances. Parking lots for duplex and multi-family areas shall contain at least two parking spaces for each dwelling unit where parking for the dwelling units located in such duplex and multi-family areas is not located indoors. Said parking plan shall be submitted to the Plan Commission for approval. Parking lots and driveway access shall be so located as to avoid conflict with existing and alternate septic system sites. The duplex and multi-family units shall all have access to the respective parking lots by way of paved sidewalks.
- G. STORAGE OTHER THAN PARKING: There shall be no outside storage of boats, trailers, mobile homes, trucks or any other vehicles other than vehicles under one ton in areas of the development designated for duplex or multi-family use. Garbage receptacles in golf course, driving range, multi-family and commercial areas shall be appropriately screened and shown on the respective site plans when presented to the Plan Commission. No other outside storage shall be permitted in commercial areas, except as approved by the Plan Commission.
- H. APPROVAL OF FIRE AND POLICE DEPARTMENTS: All living units shall have adequate and operating smoke alarms and, if required by the Fire Department, fire extinguishers. The multi-family units shall have sprinkler systems installed, if required by the Village Fire Chief.
- I. MAIL BOXES: The location of mail delivery boxes shall be at a location approved by the U.S. Postal Service and Plan Commission.
- J. DRAINAGE: If as a result of this conditional use, drainage becomes a problem, the Plan Commission reserves the right to require remedial steps.
- L. SIGNAGE: No sign shall be permitted in commercial, golf course or driving range areas without Plan Commission approval. Rental signs shall be limited to only one (1) sign to serve a building where a rental unit is being advertised. Rental signs must be removed immediately upon successful rental. Plan Commission shall entertain a request for a sign designating a name to an individual building if requested by the building's owner.
- M. PETS: Pets shall conform to Village ordinance and licensed where appropriate. Residential rental building owners shall insist that tenants' pets shall not become a nuisance to neighbors.

- N. NO BUSINESS TO BE CONDUCTED: Except for the commercial, golf course, clubhouse and driving range areas of this conditional use, at no time shall any owner or tenant perform, or allow to be performed, any business from the premises occupied by such owner or tenant other than the occasional rendering of professional services.
- O. ARCHITECTURE: Buildings to be constructed will conform with the architectural renderings for same as furnished to the Plan Commission and made a part of this conditional use. Any substantial variation from the appearance of these buildings must first receive approval of the Plan Commission.
- P. EXISTING BUILDINGS: Except as to buildings in the area intended for park dedication, existing buildings located anywhere on the entire premises, unless those buildings receive specific approval of the Plan Commission, shall be removed before any building construction commences. Buildings located in the dedicated park area shall be addressed separately by Owner/Developer with the Village.
- Q. WATER SUPPLY: Except for the golf course, all facilities within this conditional use shall connect to the Prairie Village Water Trust water supply. Except as to the golf course, any existing wells within the premises described in "Exhibit A" and "Exhibit B" shall be legally abandoned.
- R. MINIMUM SQUARE FOOTAGE: Developer shall record restrictions against areas designated (i) single-family residential, require at least 1,500 square feet for a single-family one-story dwelling, and 2,250 square feet for a two-story dwelling, (ii) duplex, requiring at least 1,500 square feet per duplex unit and (iii) multi-family requiring at least 900 square feet for each multi-family unit.
- S. DEVELOPER'S AGREEMENT: Developer must submit to and receive approval of the Developer's Agreement by the Village Attorney and Village Engineer prior to the issuance of a building permit.
- T. LETTER OF CREDIT: Developer must deliver a letter of credit to the Village Clerk in a form acceptable to the Village Attorney and amount deemed sufficient by the Village Engineer to complete public improvements prior to the issuance of a building permit.
- U. PERMITS: The Developer must obtain all necessary permits from the Department of Natural Resources and the Army Corps of Engineers, if required prior to the issuance of a building permit.

- V. PRIVATELY-OWNED OPEN SPACE: Any privately-owned business operating the golf course or driving range must always keep these facilities available for use by the public.
- W. FINAL PLAT: The final plat must contain standard provisions regarding preservation of primary environmental corridors and depict the building envelope for each lot.
- X. FEES: The Developer shall reimburse Village for fees and costs reasonably incurred by the Village of North Prairie for engineering, legal and other professional services relative to any aspect of developing the subject property and out-of-pocket costs (e.g., courier services, reproduction costs) relative to same.
- Y. NOTE REGARDING LOTS: A note must be placed on the final plat that no redivision of any single-family residential lots may occur without prior approval of the Village Board.
- Z. ANIMALS: The development shall be subject to no animals, livestock, poultry or horses of any kind being raised, bred or kept within the development for any purpose commercial or otherwise, except household pets which do not include livestock, poultry, horses, goats or pigs of any kind.

Should any paragraph or phrase of this conditional use be determined by a court as being unlawful, illegal or unconstitutional, said determination as to the particular phrase or paragraph shall not void the rest of the conditional use and the remainder shall continue in full force and effect.

Except as herein expressly or by necessary implication provided to the contrary, the premises hereby authorized to be conditionally used shall in all respects conform to all of the laws, regulations and ordinances in the district in which they lie. In the event that the lands hereby authorized for conditional use, or portions thereof, hereafter are no longer operated in the manner designated herein, then this conditional use permit shall be reviewed, amended and revised in light of such circumstances in the manner contemplated in paragraph B of the above General Conditions. Meanwhile, such conditional use as hereby granted shall not extend beyond the boundaries herein stated, or for purposes not herein mentioned, by the persons making such application.

Let copies of this order be filed in the permanent records of the Board of Trustees of the Village of North Prairie, and let copies be sent to the proper Village authorities and the applicants.

DATED this 24<sup>th</sup> day of June, 1997.

VILLAGE BOARD OF THE  
VILLAGE OF NORTH PRAIRIE

Joseph L. Whitmore  
Joseph L. Whitmore, President

ATTEST:

Judith Beranek  
Judith Beranek, Clerk

PLAN COMMISSION OF THE  
VILLAGE OF NORTH PRAIRIE

Joseph L. Whitmore  
Joseph L. Whitmore, Chairman

ATTEST:

Judith Beranek  
Judith Beranek, Clerk

ACCEPTANCE

We hereby accept the terms and conditions contained in the  
within Conditional Use Permit.

DATED this 22 day of June, 1997.

Donald C. Klussendorf  
Donald C. Klussendorf  
Louise Klussendorf  
Louise Klussendorf

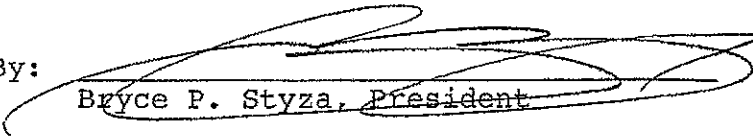
BROADLANDS, INC.

By: Robert F. Klussendorf  
Robert F. Klussendorf, Secretary

OWNERS

HARMONY HOMES, INC.

By:

  
Bryce P. Styza, President

DEVELOPER

r:\xf\client\43135\0042\ket1403.w52 } 06/18/97

R-2A-P.U.D. DISTRICT  
PLANNING AREA I

That part of the Northwest 1/4 of the Southeast 1/4 of Section 31, that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 31, that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4, Southwest 1/4 of the Northwest 1/4 of Section 31, all in Town 6 North, Range 18 East, also that part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 36, part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 36, all in Town 6 North, Range 17 East, Village of North Prairie, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 31, Town 6 North, Range 18 East; thence S89°39'23"W along the South line of said 1/4 Section 1147.22 feet; thence N00°20'37"W 65.25 feet to the point of beginning, said point also being on the North right-of-way line of S.T.H. "59"; thence N89°08'16"W along the North right-of-way line of said S.T.H. 288.93 feet; thence S88°42'52"W along the North right-of-way line of said S.T.H. 250.00 feet; thence S79°55'22"W along the North right-of-way line of said S.T.H. 202.38 feet; thence S89°39'23"W along the North right-of-way line of said S.T.H. 108.58 feet; thence N02°11'29"W 510.98 feet; thence S89°39'23"W 438.00 feet to a point on the West line of the Southwest 1/4 of said Section 31; thence S02°11'29"E along the West line of the Southwest 1/4 of said Section 31, 171.56 feet; thence S87°45'04"W 385.00 feet; thence S02°11'29"E 372.44 feet to a point on the South line of the Southeast 1/4 of Section 36, Town 6 North, Range 17 East; thence S87°45'04"W along the South line of said Southeast 1/4 Section and the center line of Piper Road 911.55 feet; thence N02°14'56"W 668.68 feet; thence S88°31'04"W 575.58 feet; thence S02°14'56"E 675.74 feet to a point on the South line of said Southeast 1/4 Section, and the center line of Piper Road; thence S87°45'04"W along the South line of said Southeast 1/4 Section and the center line of said Road 823.12 feet to the Southwest corner of said Southeast 1/4 Section; thence N02°10'12"W along the West line of said 1/4 Section 1927.76 feet; thence N87°49'48"E 200.00 feet; thence N02°10'12"W 679.21 feet; thence S87°49'48"W 200.00 feet to a point on the West line of said Southeast 1/4 Section; thence N02°10'12"W along the West line of said Southeast 1/4 Section 33.44 feet to the Northwest corner of said Southeast 1/4 Section; thence N01°22'29"W along the West line of the Northeast 1/4 of said Section 36, 26.56 feet; thence N88°37'31"E 653.40 feet; thence N01°22'29"W 1056.92 feet; thence N75°47'51"E 312.03 feet; thence N12°33'59"W 535.02 feet to the center line of C.T.H. "ZZ"; thence N77°26'01"E along the center line of said C.T.H. 146.45 feet; thence S15°01'59"E 268.77 feet; thence N79°28'38"E 447.07 feet; thence N04°41'13"W 287.18 feet to a point on the center line of said C.T.H.; thence N77°26'01"E along the center line of said C.T.H. 207.03 feet; thence S04°07'34"E 757.80 feet; thence N81°29'13"E 923.96 feet to a point on the East line of said Northeast 1/4 Section; thence N01°33'34"W along the East line of said Northeast 1/4 Section 13.97 feet; thence N49°55'42"E 441.94 feet; thence N55°58'23"E 238.06 feet; thence N67°16'42"E 230.97 feet; thence S01°45'18"E 12.10 feet; thence N89°00'42"E 844.75 feet; thence N03°31'18"W 813.75

feet to a point on the center line of C.T.H. "ZZ"; thence N88°00'42"E along the center line of said C.T.H. 80.00 feet; thence S03°31'18"E 811.59 feet; thence N86°28'06"E 844.82 feet to a point on the East line of the Northwest 1/4 of Section 31, Town 6 North, Range 18 East; thence S00°33'51"E along the East line of said Northwest 1/4 Section 1689.15 feet to the Southeast corner of said Northwest 1/4 Section; thence N89°04'51"E along the North line of the Southeast 1/4 of Section 31, Town 6 North, Range 18 East, 50.00 feet; thence S00°33'51"E 39.82 feet to a point of curvature; thence Southerly along an arc of a curve, whose center lies to the West, whose radius is 600.00 feet, whose chord bears S08°44'45"W 194.13 feet, a distance of 194.98 feet, to a point of tangency; thence S18°03'20"W 968.00 feet to a point of curvature; thence Southwesterly along an arc of a curve, whose center lies to the Northwest, whose radius is 500.00 feet, whose chord bears S21°49'41"W 65.79 feet, a distance of 65.84 feet to a point of tangency; thence S25°36'01"W 1043.02 feet to a point of curvature; thence Southwesterly along an arc of a curve, whose center lies to the Northwest, whose radius is 600.00 feet, whose chord bears S35°12'17.5"W 200.22 feet, a distance of 201.16 feet to a point of tangency; thence S44°48'34"W 309.29 feet to a point of curvature; thence Southwesterly along an arc of a curve, whose center lies to the East, whose radius is 100.00 feet, whose chord bears S22°13'58.5"W 76.78 feet, a distance of 78.81 feet to a point of tangency; thence S00°20'37"E 9.71 feet to the point of beginning.

Containing 416.36 acres of land more or less.

legals/9530121

RMC - P.U.D. DISTRICT  
PLANNING AREA II

That part of the Northwest 1/4, Northeast 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 31, and part of the Northeast 1/4 and Southeast 1/4 of the Southwest 1/4 of Section 31, all in Town 6 North, Range 18 East, Village of North Prairie, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of said Section; thence S89°04'51"W along the North line of said 1/4 Section 1316.50 feet to the point of beginning; thence S00°35'26"E 897.24 feet to a point on the South right-of-way line of W. Sadd Street; thence N89°24'34"E along the South right-of-way line of said Street 136.98 feet to the Northwest corner of Lot 38, Harvey Subdivision; thence S00°35'26"E along the West line of said Subdivision 1127.14 feet to a point on the Northwesterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence S51°17'18"W along the Northwesterly right-of-way line of said Railroad 801.45 feet to a point on a curve, said point also being on the Northerly right-of-way line of S.T.H. "59"; thence Southwesterly along an arc of a curve and the Northerly right-of-way line of said S.T.H., whose center lies to the Northwest, whose radius is 3759.72 feet, whose chord bears S82°58'46"W 751.43 feet a distance of 752.69 feet; thence S89°42'52"W along the North right-of-way line of said S.T.H. 74.43 feet to a point on the West line of the Southeast 1/4 of said Section; thence S88°42'52"W along the North right-of-way line of said S.T.H. 1035.58 feet; thence N89°08'16"W along the North right-of-way line of said S.T.H. 111.35 feet; thence N00°20'37"W 9.71 feet to a point of curvature; thence Northeasterly along an arc of a curve, whose center lies to the East, whose radius is 100.00 feet, whose chord bears N22°13'58.5"E 76.78 feet, a distance of 78.81 feet to a point of tangency; thence N44°48'34"E 309.29 feet to a point of curvature; thence Northeasterly along an arc of a curve, whose center lies to the Northwest, whose radius is 600.00 feet; whose chord bears N35°12'17.5"E 200.22 feet, a distance of 201.16 feet to a point of tangency; thence N25°36'01"E 1043.02 feet to a point of curvature; thence Northerly along an arc of a curve, whose center lies to the Northwest, whose radius is 500.00 feet, whose chord bears N21°49'41"W 65.79 feet, a distance of 65.84 feet to a point of tangency; thence N18°03'20"E 968.00 feet to a point of curvature; thence Northerly along an arc of a curve, whose center lies to the West, whose radius is 600.00 feet, whose chord bears N08°44'45"E 194.13 feet, a distance of 194.98 feet to a point of tangency; thence N00°33'51"W 39.82 feet to a point on the North line of the Southeast 1/4 of said Section; thence N89°04'51"E along the North line of the Southeast 1/4 of said Section 1267.90 feet to the point of beginning.

Containing 103.62 acres of land more or less.

FIRST AMENDMENT TO  
A GRANT OF CONDITIONAL USE  
FOR  
DONALD C. KLUSSENDORF, LOUISE KLUSSENDORF,  
AND THAT COMPANY REFERRED TO AS "BROADLANDS, INC.", OWNERS,  
AND BY HARMONY HOMES, INC., DEVELOPER,  
PRESCRIBING THE CONDITION THEREFOR  
IN THE VILLAGE OF NORTH PRAIRIE  
JUNE 1997

This Amendment is made this 11 day of March, 1999 by Harmony Homes, Inc. (Developer).

WITNESSETH:

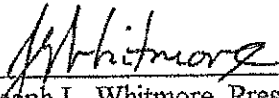
Under date of June 24<sup>th</sup>, 1997 Owners and Developer petitioned certain real estate in the Village of North Prairie, Waukesha County, Wisconsin to a Conditional Use. The Village of North Prairie Village Board and Plan Commission granted a conditional use for the property to allow development of "The Broadlands", which will consist of single-family residential lots, an 18-hole golf course, a golf course clubhouse, duplexes, a park land dedication, a commercial area, a driving range and a multi-family development.

Developer now desires to amend the Conditional Use as set forth below:

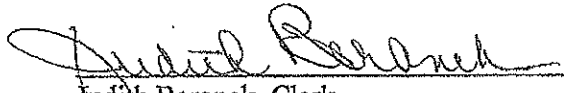
1. Section IV - DUPLEXES is amended to read: "...for the construction and operation of fifty (50) Condominium Building Units to be constructed on approximately 22.17 acres of land..."
2. Except as modified herein, the Conditional Use shall remain in full force and effect as written.

DATED this 11<sup>TH</sup> day of MARCH, 1999.

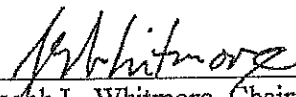
VILLAGE BOARD OF THE  
VILLAGE OF NORTH PRAIRIE

  
Joseph L. Whitmore, President

ATTEST:

  
Judith Beranek, Clerk

PLAN COMMISSION OF THE  
VILLAGE OF NORTH PRAIRIE

  
Joseph L. Whitmore, Chairman

ATTEST:

  
Judith Beranek, Clerk

ACCEPTANCE

We hereby accept the terms and conditions contained within the Conditional Use Permit.

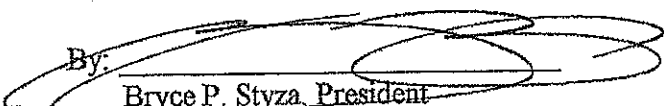
DATED this 11 day of March, 1999.

HARMONY HOMES, INC.

By:   
Bryce P. Styza, President

OWNER

HARMONY HOMES, INC.

By:   
Bryce P. Styza, President

DEVELOPER

**Second Amendment of Conditional Use Approval  
for The Broadlands Initially Approved in 1997**

WHEREAS, Land & Home LLC ("property owner") owns an undeveloped parcel in The Broadlands commonly referenced as Tax Key NPV 1563994 ("subject property"), more particularly described as follows:

LOT 2 CSM #8544 VOL 75/76 REC AS DOC #2322629  
BEING PT NE1/4 SE1/4 NW1/4 SW1/4 OF SE1/4 & PT  
NE1/4 SE1/4 OF SW1/4 SEC 31 T6N R18E; and

WHEREAS, the Village approved The Broadlands as a conditional use in 1997 and amended such approval in 1999 (first amendment); and

WHEREAS, the property owner desires to develop the subject property for duplexes and has submitted a petition to the Village to allow the same; and

WHEREAS, upon receipt of the petition, the Village Clerk referred such petition to the Planning Commission for determination; and

WHEREAS, the Planning Commission scheduled a public hearing to consider such petition as soon as practical; and

WHEREAS, upon publication of the required public hearing notice and mailing of said notice to all property owners within 300 feet of the subject property, as required by the zoning code, the Planning Commission held a public hearing on June 8, 2021; and

WHEREAS, members of the public at the public hearing were given ample opportunity to provide comment; and

WHEREAS, the Planning Commission having carefully considered the effects of the conditional use on the health, general welfare, safety, and economic prosperity of the Village and specifically of the immediate neighborhood in which said use will be located hereby determines that the conditional use will not be contrary to the health, general welfare, safety, or economic prosperity of the Village and specifically of the immediate neighborhood so long as such conditional use is operated pursuant to the terms of this decision.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:

1. Section VIII is repealed and recreated to read as follows

**SECTION VIII  
DUPLEXES**

That a conditional use is hereby granted to parcel NPV 1563994 for the construction of 23 2-unit buildings (46 dwelling units).

2. Except as modified herein, the 1997 conditional use approval as amended in 1999 shall remain in full force and effect as written.

Approved June 8, 2021

4606670

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

August 05, 2021 11:06 AM  
James R Behrend  
Register of Deeds

2 PGS  
TOTAL FEE: \$30.00  
TRANS FEE: \$0.00

Book Page -



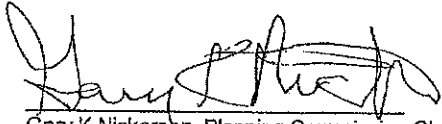
**Return to:**  
Rhoda Bagley, Village Clerk  
Village of North Prairie  
130 N. Harrison Street  
North Prairie, WI 53153

Parcel Number: NPV 1563994

Second Amendment of Conditional Use Order for The  
Broadlands located in the Village of North Prairie

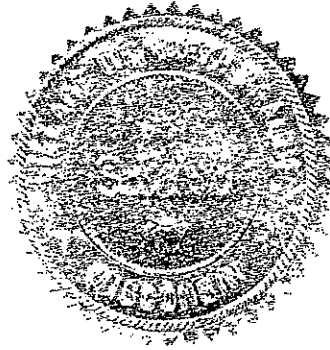
Page 2

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Gary K Nickerson, Planning Commission Chairman

ATTEST:

  
Rhoda M Bagley, Village Clerk/Treasurer

This document was prepared by Tim Schwecke, at the direction of the Village of North Prairie.

**Third Amendment of Conditional Use Approval for  
The Broadlands Initially Approved in 1997**

WHEREAS, Land & Home LLC (“Property Owner”) owns an undeveloped parcel in The Broadlands commonly referenced as Tax Key NPV 1563994 (“Subject Property”), more particularly described as follows:

**LOT 2 CSM #8544 VOL 75/76 REC AS  
DOC #2322629 BEING PT NE1/4  
SE1/4 NW1/4 SW1/4 OF SE1/4 & PT  
NE1/4 SE1/4 OF SW1/4 SEC 31 T6N  
R18E; and**

WHEREAS, the Village of North Prairie (“Village”) approved development of the Subject Property as a conditional use in 1997, amended such approval in 1999 (“First Amendment”), and amended such approval in 2021 (“Second Amendment”); and

WHEREAS, the Property Owner desires to further amend the conditional use approval of the Subject Property to allow for additional building types and units and has submitted a petition to the Village to allow the same; and

WHEREAS, upon receipt of the petition, the Village Clerk referred the petition to the Village’s Planning Commission for determination; and

WHEREAS, the Planning Commission scheduled a public hearing to consider such petition as soon as practical; and

WHEREAS, upon publication of the required public hearing notice and mailing of said notice to all property owners within 300 feet of the Subject Property, as required by the zoning code, the Planning Commission held a public hearing on \_\_\_\_\_, 2025; and

WHEREAS, members of the public at the public hearing were given ample opportunity to provide comment; and

WHEREAS, the Planning Commission having carefully considered the effects of the conditional use on the health, general welfare, safety, and economic prosperity of the Village and specifically of the immediate neighborhood in which said use will be located hereby determines that the conditional use will not be contrary to the health, general welfare, safety, or economic prosperity of the Village and specifically of the immediate neighborhood so long as such conditional use is operated pursuant to the terms of this decision.

**Return to:**  
Evelyn Etten, Village Clerk  
130 N. Harrison Street  
North Prairie, WI 53153

**Parcel Number: NPV 1563994**

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED AS FOLLOWS:

1. Section VIII of the conditional use approval as amended is repealed and recreated to read as follows:

**SECTION VIII**  
**Buildings**

That a conditional use is hereby granted to parcel NPV 1563994 for the construction of six 2-unit buildings and twelve 4-unit buildings (60 total dwelling units). The minimum front yard set back shall be 35 feet.

2. Except as modified herein, the 1997 conditional use approval as amended by the First Amendment and Second Amendment shall remain in full force and effect as written.

Approved \_\_\_\_\_, 2025

\_\_\_\_\_  
Dan Miresse, Planning Commission Chairman

ATTEST:

\_\_\_\_\_  
Evelyn Etten, Village Administrator/Clerk/Treasurer

Drafted by:

## Village Clerk

---

**From:** Boyd Miller <bmill@cornerstonecomposites.com>  
**Sent:** Friday, June 13, 2025 10:55 AM  
**To:** Dan Miresse; Village Clerk  
**Cc:** Boyd Miller; Susan Miller  
**Subject:** RE: Signature required  
**Attachments:** Boyd and Susan Miller CSM.pdf

Dan and Evelyn

We understand our CSM needs to be approved by the North Prairie Planning Committee on July 8<sup>th</sup> and the Town Board on July 10<sup>th</sup>. Attached is what has been approved by Ottawa. We combined two lots into one which is the basis of the new CSM. Let me know if you need anything else. We will plan to be at both meetings if there are questions.

I apologize for the your names not being correct as our surveyor at LandTech used old documents.

Thank you for your help.

*“The Best Is Yet To Come”*

Boyd Miller  
Owner  
Cornerstone Composites, Inc.  
900 E Vienna Ave  
Milwaukee, WI, 53212  
262-470-1379

**From:** Boyd Miller  
**Sent:** Monday, June 9, 2025 7:42 PM  
**To:** dan.miresse@northprairiewi.gov; "clerk@northprairiewi.gov" <clerk@northprairiewi.gov>  
**Cc:** Boyd Miller <bmill@cornerstonecomposites.com>  
**Subject:** Signature required

Dan Miresse and Evelyn Etten

We own a home and property at W349 S4904 Kingdom Drive in Ottawa.

We purchased a gap parcel attached to our property and are combining the lot with our home and the lot with the gap parcel.

We have a Certified Survey Map showing the combined property which has been approved by the Ottawa Planning Commission and the Ottawa Town Board and need to have your signatures before submitting to Waukesha County.

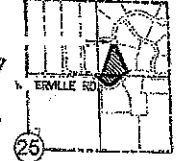
What is the process to obtain your approval?

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

LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION, PART OF WATERVILLE ROAD AND UNPLATTED LANDS BEING A PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 6 NORTH, RANGE 17 EAST, TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN.

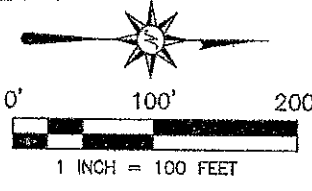
W 1/4 CORNER SECTION 25-6-17  
 WEST LINE OF THE NW 1/4 OF SEC. 25-6-17  
 CONC. MON. W/ SEWRPC BRASS CAP FND.  
 S 01°19'57" W 2631.95'  
 1647.26'

**VICINITY MAP**



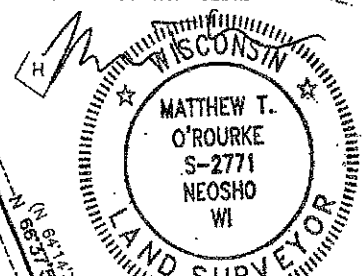
NW CORNER SECTION 25-6-17  
 CONC. MON. W/ SEWRPC BRASS CAP FND.

NW 1/4 SEC. 25-6-17  
 1"=2640'



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONSIN 2011) AND REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SEC. 25-6-17 MEASURED AS S01°19'57"W.

UTILITY EASEMENT OF VARYING WIDTH PER DOC. NO. 782362



LOT 2  
 CSM 7892  
 M. & L. MURPHY REV. TRUST

KINGDOM OF SHANGRI-LA SUBDIVISION  
 LOT 6  
 J & E KATCHA

KINGDOM OF SHANGRI-LA SUBDIVISION  
 LOT 8  
 B & N NEWCOMB

20' WIDE DRAINAGE EASEMENT PER KINGDOM OF SHANGRI-LA SUBDIVISION PLAT

(N 01°19'46" W)  
 N 01°05'22" E  
 75.62'

**LOT 1**  
 167,314 S.F.  
 3.841 ACRES

STEEP SLOPES  
 12% OR GREATER

1/16TH CORNER PER KINGDOM OF SHANGRI-LA AND CSM 7982

NO ACCESS

DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES  
 21,742 S.F.  
 0.499 ACRES

- SEE SHEET 2 FOR CONTOURS AND SOILS.
- SEE SHEET 3 FOR NOTES,
- SEE SHEET 4 FOR CURVE TABLE AND LINE TABLE.

- NOTES:**
- THE ZONING DISTRICTS AND RELATED REQUIREMENTS LISTED ON THIS CERTIFIED SURVEY MAP MAY BE SUBJECT TO MODIFICATION BASED ON THE PROVISIONS OF THE WAUKESHA COUNTY ZONING CODE.



PREPARED FOR:  
 BOYD & SUSAN MILLER  
 W349S4904 KINGDOM DR.  
 DOUSMAN, WI 53118

LAND SURVEYING • LAND PLANNING  
 955 LEXINGTON DRIVE  
 OGDON, WI 53066  
 WWW.LANDTECHWI.COM  
 (262) 367-7599

REV: 05/13/2025  
 DATED 04/29/2025  
 JOB# 24023

WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION, PART OF WATERVILLE ROAD AND UNPLATTED LANDS BEING A PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 6 NORTH, RANGE 17 EAST, TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LAND BEING LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION, PART OF WATERVILLE ROAD AND UNPLATTED LANDS BEING A PART OF THE NW 1/4 OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 6 NORTH, RANGE 17 EAST, TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 25, TOWN 6 NORTH, RANGE 17 EAST THENCE S 01°19'57" W, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 25, 984.69 FEET; THENCE S 88°40'03" E, 785.53 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION AND THE POINT OF BEGINNING; THENCE ALONG THE EAST RIGHT-OF-WAY OF KINGDOM DRIVE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 47.25 FEET, A RADIUS OF 60.00 FEET, A DELTA ANGLE OF 45°07'10", AND A CHORD BEARING N 00°57'29" W, 46.04 FEET TO THE NORTHWEST CORNER OF LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION; THENCE N 66°37'56" E, ALONG THE NORTH LINE OF LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION AND EXTENSION OF SAID LINE, 503.39 FEET TO THE WEST RIGHT-OF-WAY OF WATERVILLE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY OF WATERVILLE ROAD ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 136.40 FEET, A RADIUS OF 530.00 FEET, A DELTA ANGLE OF 14°44'43", AND A CHORD BEARING S 29°21'40" E, 136.02 FEET; THENCE N 01°05'22" E, 88.49 FEET; TO THE CENTERLINE OF WATERVILLE ROAD; THENCE ALONG THE CENTERLINE OF WATERVILLE ROAD FOR THE FOLLOWING 5 COURSES: 1.: THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 69.00 FEET, A RADIUS OF 480.00 FEET, A DELTA ANGLE OF 08°14'10", AND A CHORD BEARING S 32°35'01" E, 68.94 FEET; 2.: THENCE S 36°42'07" E, 57.22 FEET; 3.: THENCE S 44°21'19" E, 97.52 FEET; 4.: THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 224.95 FEET, A RADIUS OF 153.75 FEET, A DELTA ANGLE OF 83°49'49", AND A CHORD BEARING S 02°26'34" E, 205.42 FEET; 5.: THENCE S 39°28'11" W, 133.95 FEET; THENCE S 88°18'36" W, 72.35 FEET TO THE SOUTHEAST CORNER OF LOT 6 OF KINGDOM OF SHANGRI-LA SUBDIVISION; THENCE N 01°05'22" E, ALONG THE EAST LINE OF LOT 6 OF KINGDOM OF SHANGRI-LA SUBDIVISION, 75.62 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION; THENCE N 69°41'00" W, ALONG THE SOUTH LINE OF LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION 556.56 FEET TO THE POINT OF BEGINNING.

DESCRIBED LAND HAVING AN AREA OF 189,056 SQUARE FEET OR 4.340 ACRES.

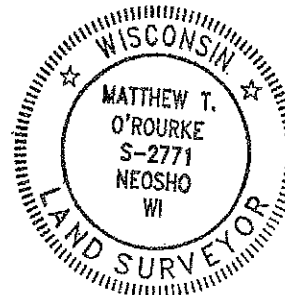
THAT I HAVE MADE SAID SURVEY BY THE DIRECTION OF BOYD AND SUSAN MILLER OWNERS OF SAID LANDS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF S. 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION CONTROL ORDINANCE OF THE TOWN OF OTTAWA AND VILLAGE OF NORTH PRAIRIE (EXTRATERRITORIAL) IN SURVEYING AND MAPPING THE SAME.

DATED THIS 5 DAY OF JUNE 2025

*Matthew T. O'Rourke*  
MATTHEW T. O'ROURKE, S-2771



NOTES:

- ENTIRE PARCEL FALLS WITHIN THE PRIMARY ENVIRONMENTAL CORRIDOR PER WAUKESHA COUNTY GIS.
- SLOPES 12% OR GREATER SHALL BE IN PERMANENT OPEN SPACE.
- THE REQUIRED SETBACK AND OFFSETS LISTED ON THIS CERTIFIED SURVEY MAP MAY BE SUBJECT TO MODIFICATION BASED ON THE PROVISIONS OF THE WAUKESHA COUNTY ZONING CODE.
- BUILDING SETBACKS ARE AS FOLLOWS: A-2: ROAD = 50', OFFSET = 30', EC OVERLAY: ROAD = 50', OFFSET = 35'.
- ACCESS TO WATERVILLE ROAD IS PROHIBITED FROM LOT 1 OF THIS CSM.
- THERE SHALL BE NO LAND DIVISION INVOLVING THIS CSM WITHOUT TOWN AND COUNTY APPROVAL OF THE LAND DIVISION, AND THE PROPOSED LAND DIVISION MEETING. ALL OTHER REQUIREMENTS IN EFFECT AT THE TIME OF THE PROPOSED LAND DIVISION UNLESS OTHERWISE WAIVED BY THE TOWN AND THE COUNTY.
- THIS LOT 1 IS SUBJECT TO A DISTURBANCE ENVELOPE WHICH IS THE GREATER OF FIFTEEN THOUSAND (15,000) SQUARE FEET OR 15% OF A PARCEL'S AREA, UP TO A MAXIMUM OF THIRTY-TWO THOUSAND SIX HUNDRED SEVENTY (32,670) SQUARE FEET. THE BUILDING ENVELOPE CAN BE SMALLER IN SIZE IF DESIRED. A DEED RESTRICTION THAT DEPICTS THE LOCATION AND CONFIGURATION OF THE DISTURBANCE ENVELOPE WILL BE RECORDED WITH THE REGISTER OF DEEDS. THE DISTURBANCE ENVELOPE MUST BE LOCATED OUTSIDE SLOPES 12% OR GREATER. IN ADDITION, ANY VEGETATION REMOVAL SHALL BE CONDUCTED IN ACCORDANCE WITH SECTION 6.75 OF THE WAUKESHA COUNTY ZONING CODE AND A SEPARATE PLAN SUBMITTED TO WAUKESHA COUNTY PZD FOR REVIEW AND APPROVAL.
- WATERVILLE ACCESS RESTRICTION PER TOWN PLANNER REQUEST AND CONTINUATION OF KINGDOM OF SHANGRI LA ACCESS RESTRICTION.

WAUKESHA CO. CERTIFIED SURVEY MAP NO. \_\_\_\_\_

LOT 7 OF KINGDOM OF SHANGRI-LA SUBDIVISION, PART OF WATERVILLE ROAD AND UNPLATTED LANDS BEING A PART OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 25, TOWN 6 NORTH, RANGE 17 EAST, TOWN OF OTTAWA, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING AND MAPPING OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF BOYD AND SUSAN MILLER, OWNERS.

IN WITNESS WHEREOF, \_\_\_\_\_ HAS CAUSED THIS MAP TO BE SIGNED BY, \_\_\_\_\_ ITS \_\_\_\_\_

AT \_\_\_\_\_ WISCONSIN, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

IN THE PRESENCE OF:

\_\_\_\_\_  
CORPORATE NAME

\_\_\_\_\_  
PRINT TITLE:

\_\_\_\_\_  
DATE

CORPORATE MORTGAGEE NOTARY CERTIFICATE

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY)SS

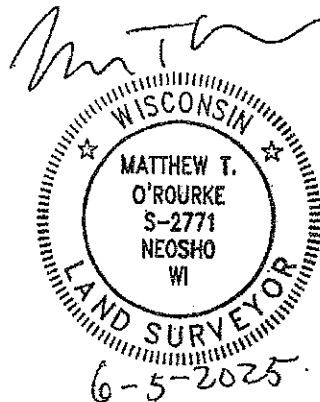
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH \_\_\_\_\_ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_



**ORDINANCE NO. 02-2025**

**AN ORDINANCE TO AMENDING CHAPTER 6 OF THE MUNICIPAL CODE  
ALCOHOL BEVERAGES**

THE VILLAGE BOARD OF THE VILLAGE OF NORTH PRAIRIE, WAUKESHA, WISCONSIN,  
DOES ORDAIN AS FOLLOWS:

**ALCOHOL BEVERAGE LICENSING AND PERMITTING STANDARDS AND CRITERIA**

**SEC. 6-1    State Statutes adopted.**

The current and future provisions of Chapter 125, Wis. Stats., defining and regulating the types, sale, procurement, consumption, dispensing, and transfer of alcohol beverages, as well as provisions dealing with the suspension and revocation of alcohol beverage licenses and permits and including provisions relating to the penalty to be imposed or the punishment for violation of such statutes, are adopted and made part of this Section by reference. A violation of any such provision shall constitute a violation of this Section. Any future amendments, revisions, modifications, or additions of the statutes incorporated herein, are intended to be made part of this Chapter in order to secure uniform statewide regulations of alcohol beverage in this State.

**Sec. 6-2    Basic requirements.**

- A. Occupancy Permit and/or Approved Plan of Operation Required. No person on any licensed or permitted premises shall conduct any transactions regulated by this Chapter unless a licensee or permittee holds a valid Occupancy Permit and/ or an approved Plan of Operation, as may be required, issued by the Village. The Occupancy Permit and/or approved Plan of Operation shall be specific in detail as to what area of the premises shall be licensed or permitted for the sale of alcoholic beverages. Failure to hold any required Occupancy Permit or to have any required Plan of Operation or any violation of any required Occupancy Permit or any required Plan of Operation are grounds for suspension or revocation of any license or permit issued under this Chapter.
- B. Wisconsin Seller's Permit Required. No person on any licensed or permitted premises shall conduct any transactions regulated under this Chapter unless a licensee or permittee holds and maintains a valid Wisconsin Seller's Permit as required un §77.52 Wis. Stats., issued to the premises and licensee or permittee described in the license or permit during the period of licensing or permitting. Failure to hold a valid Wisconsin Seller's Permit or any violation of a Wisconsin Seller's Permit are grounds for suspension or revocation of any license or permit issued under this Chapter.
- C. Wisconsin Business Tax Registration Certificate Required. No person on any licensed or permitted premises shall conduct any transactions regulated under this Chapter unless a licensee or permittee holds and maintains a valid Wisconsin Business Tax Registration Certificate as required by Wisconsin Statutes issued to the premises and licensee or permittee described in the license or permit during the period of licensing or permitting. Failure to hold a valid Wisconsin Business Tax Registration Certificate or any violation of a Wisconsin Business

- b. Fees for partial licensing or permitting years must be prorated if required by Chapter 125, Wis. Stats. In all cases when an alcohol beverage license or permit is issued for a partial year, a minimum fee of \$25.00 and all actual publication fees and investigation fees must be paid.
- c. Once any license or permit is issued, no return of any payment shall be made regardless of whether the license or permit is used for the entire year.
- d. Fees for the following licenses and permits shall be established by the Village Board from time to time by separate Resolution, provided that the fee shall be in an amount approved by Chapter 125, Wis. Stats.,
  - i. Class "A" Fermented Malt Beverages License.
  - ii. "Class A" Intoxicating Liquor License.
  - iii. "Class A" Liquor (Cider Only)
  - iv. Class "B" Fermented Malt Beverages License.
  - v. Class "B" Picnic License under §125.26(6), Wis. Stats.
  - vi. "Class B" Intoxicating Liquor License.
  - vii. The fee for a reserve "Class B" liquor license shall be \$10,000.00 for initial issuance.
  - viii. "Class C" Wine License
  - ix. Provisional Retail Licenses.
  - x. Operators' License – Operator licenses shall be issued for not more than a 13 month period expiring on June 30.
  - xi. Provisional Operator License
  - xii. Transfer from One Premises to Another
  - xiii. Temporary Operator License.
  - xiv. Publication Fee – See §985.08. Wis. Stats. And §125.04(3)(g)(6), Wis. Stats.
  - xv. Investigation Fee.
  - xvi. Booklet Fee.
  - xvii. Program Fee.
  - xviii. Application Fee.
  - xix. Fees for any license or permit authorized under Chapter 125, Wis. Stats.

B. Investigation Process. Upon receipt of a license or permit application under the provisions of this Chapter, the Village Administrator/Clerk/Treasurer shall forward a copy of the application to the appropriate persons to conduct an investigation of the applicant(s).

1. *All Alcoholic Beverage Licenses and Permits.* The Police Department, Fire Department and Building Inspector and other persons authorized may conduct an investigation and inspection of the premises mentioned in the applications to determine if the premises comply with all applicable regulations, ordinances and laws. The police department shall investigate all persons included in the application to determine the suitability and character of the applicants.
2. *Operator's Licenses.* The Police Department shall conduct an investigation of all applicants to determine the suitability and character of the applicant.

- e. Type of event/reason for extension.
- f. Contact name, address and phone number.
- g. Diagram of premises extension.
- h. Specify if band or music will be applicable (location on premises and time frame)
- i. Specify if food will be served (in house preparation, catered, location served)
- j. Must be signed by license holder.
- k. Include additional or alternative parking locations.

5. *Filing deadline.* Applications must be submitted to the Village Administrator/Clerk/Treasurer no later than noon five business days before the regularly scheduled meeting of the Village Board.
6. *Restrictions.* Any violation of any of the restrictions imposed by this subsection relating to Premises Extension may be grounds for suspension or revocation of any license issued under this Chapter. No premises extension shall be licensed, maintained or operated, except in conformity with the following regulations:
- a. The premises extension shall be particularly described, adjacent to and operated as a part of a premises license to sell alcohol beverages for consumption on the premises. The premises for which the premises extension is issued must be owned by or under the control of the licensee.
  - b. If any part of the premises extension is not blocked by a building, there shall be maintained or constructed a fence not less than six feet high with maximum spacing in openings of two inches or double fencing of not less than four feet high with six feet between the fencing, surrounding the premises extension. The fencing shall contain the required fire exit or exits. Each gate or exit shall be not less than four feet high for double fencing and six feet high for single fencing, shall swing free to egress, shall be equipped with proper hardware and shall swing free and clear of public sidewalks. The premises extension fence shall comply with all local ordinances regarding vision clearance and distances from corners.
  - c. All electrical wiring shall comply with national, state and local electrical codes. (Electrical permits may be needed)
  - d. The premises extension shall be maintained to comply with all state or local fire code provisions.
  - e. The noise emanating from any premises extension shall not violate any of the regulations of the municipal code pertaining to noise.
  - f. If the premises extension allows any food to be served in the premises extension, the licensee or his/her agent must comply with Wisconsin Statutes. Licensee or his/her agent must contact the Village Board or county health department for inspection and approval.
  - g. Restroom facilities must be provided to adequately accommodate the maximum capacity of people in both the licensed premises and the premises extension.

- I. *Temporary Operator's Licenses.* Pursuant to and subject to the requirements of §125.17(4), Wis. Stats., the Village Administrator/Clerk/Treasurer or their designee may issue temporary operator's licenses.
- II. *State Operator's Permits.* Any individual who received an operator's permit from the Wisconsin Division of Alcohol Beverages and intends to use the permit within the Village must provide the Village Administrator/Clerk/Treasurer with a copy of the permit.

**Sec. 6-5 Other Licenses**

1. *Provisional Retail Licenses.* Pursuant to and subject to the requirements of §125.185, Wis. Stats., the Village Administrator/Clerk/Treasurer or their designee, shall issue a provisional license to an applicant in case of a bona fide emergency. A bona fide emergency shall be caused by such things as death or disability but is not caused by merely failing to file the application for a license or permit timely.
2. *Manager's License.* Pursuant to §125.18, Wis. Stats., the Village of North Prairie opts not to issue Managers' Licenses.
3. *Temporary Class B Retail Licenses.* Pursuant to and subject to the requirements of §125.32(6) and 125.51(10), Wis. Stats., the Municipal clerk or their designee, are authorized to issue temporary Class B Retail licenses lasting less than four (4) days.
4. *Public Parks.* The sale of fermented malt beverages in any public park operated by the Village of North Prairie. Fermented malt beverages shall be sold by officers or employees of the county or municipality under an ordinance, resolution, rule or regulation enacted by the Village of North Prairie.
5. *Regulation of Underage Persons.*
  - a. An underage person is authorized to enter and remain in a room on Class "B" or "Class B" licensed premises separate from any room where alcohol beverages are sold or served, if no alcohol beverages are furnished or consumed by any person in the room where the underage person is present provided the law enforcement agency responsible for enforcing the ordinance issued to the Class "B" or "Class B" licensee a written authorization permitting underage persons to be present on the date specified in the authorization. Before issuing the authorization, the law enforcement agency shall make a determination that the presence of underage persons on the licensed premises will not endanger their health, welfare or safety or that of other members of the community. The licensee shall obtain a separate authorization for each date on which underage persons will be present on the premises.
  - b. The Village of North Prairie adopts the conduct regulated by §125.07(1) and (4), (a), (b) and (bm), §125.085(3)(b) or §125.09(2) Wis. Stats.

12. Full Service Retail Location. The Village of North Prairie Village Board may, as a part of its approval process of a full-service retail location, include as conditions of approval any of the provisions of this Chapter and the Village Zoning Code.

**Sec 6-6 RESTRICTIONS ON ISSUANCE OF LICENSES OR PERMITS.**

The following restrictions are imposed on all licenses and permits issued by the Village as authorized by §125.10(1), Wis. Stats. In addition to any provision contained in this Chapter, failure to comply with the following restrictions are grounds for suspension or revocation of any license or permit issued under this Chapter.

- a. Health and Sanitation Requirements.
  - i. No initial or renewal alcohol beverage license or permit shall be issued for any premises which does not conform to the sanitary safety and health requirements of the State Department of Industry, Labor, and Human Relations pertaining to building electrical and plumbing; to the rules and regulations of the State Department of Health and Social Services applicable to restaurants, if the premises is licensed to serve food; and to all such ruled and regulations as to building, health and sanitation adopted by the Village, County, the State or the Federal government.
  - ii. Any violation of any of the restrictions imposed by this subsection relating to Health and Sanitation Requirements may be grounds for suspension or revocation of any license or permit issued under this Chapter.
  
- b. Delinquent Taxes, Assessments, Forfeitures and Claims.
  - i. No initial or renewal alcohol beverage license or permit shall be issued for any premise or property which is delinquent in the payment of any taxes, assessments, fees, forfeitures or other claims of the Village.
  - ii. No initial or renewal alcohol beverage license or permit shall be issued to any person who is delinquent in the payment of any taxes, assessments, fees, forfeitures or other claims of the Village.
  - iii. If at any time the premises, property, and/or person is delinquent in the payment of any taxes, assessments, fees, forfeitures or other claims of the Village said delinquency shall be grounds for suspension or revocation of any license or permit issued under this chapter.
  
- c. Separate Premises or Limited Access Area. Every person, firm or corporation applying for a new or renewal of an existing Class "A" Fermented Malt Beverage License, a "Class A" Intoxicating Liquor License, a "Class A" Liquor (Cider Only) License, a combination Class "A" Fermented Malt Beverage License and "Class A" Liquor (Cider Only) License or combination Class "A" Fermented malt Beverage License and "Class A" Intoxicating Liquor License shall submit to and receive approval from the Village Board of a site plan and plan of operation with a diagram or photograph of the proposed or existing sale and display area for the alcohol beverages prior to the issuance of any

2. A partition between that portion of the premises used for display and sale of intoxicating liquors and fermented malt beverages and incidental sale of snacks and foods, and that portion of the premises used for sale and display of other merchandise so as to completely separate a self-service liquor department from other departments. Ingress and egress shall not be permitted between such departments and other departments by the public except for emergencies.
- iii. Any violation of any of the restrictions imposed by this subsection relating to Separate Premises or Limited Access Areas may be grounds for suspension or revocation of any license or permit issued under this chapter.

## **Sec 6-7      Municipal Regulation.**

The following conditions are imposed on all licenses and permits issued by the Village of North Prairie as authorized by §125.10(1), Wis. Stats. In addition to any provision contained in this chapter, failure to comply with the following conditions is grounds for suspension or revocation of any license or permit issued under this Chapter.

- A. Consent to Inspection. Every applicant obtaining a license or permit thereby consents to the entry of the police or other authorized representatives of the Village or the State at any reasonable time for the purpose of inspection and search, and consents to the removal from said premises of all things found to be in violation of Municipal Ordinances or Wisconsin Statutes and consents to the introduction of such things as evidence in any prosecution that may be brought for such offenses.
- B. Safety and Sanitation Requirements. Every licensed or permitted premises shall be maintained and conducted in a sanitary manner and shall be a safe and proper place for the purpose being used.
- C. Orderly Conduct Required. Every licensed or permitted premises shall be conducted in an orderly manner and no disorderly, noxious or indecent conduct shall be allowed.
- D. Gambling Prohibited. Gambling shall not be permitted on a licensed or permitted premise, unless authorized by Wisconsin Statutes. Slot machines or other devices of chance are prohibited and shall not be kept on the premises, unless authorized by Wisconsin Statutes.
- E. Lewd, Obscene, Performances, etc. Prohibited. No licensee or permittee shall advertise, produce, perform or allow any lewd, obscene, or indecent performance of any kind on the premises.
- F. Controlled Substance Use Prohibited. Any licensee, permittee, partner, agent, authorized representative or employee who is convicted of the use, possession, delivery or intent to deliver, any controlled substance defined and regulated under Chapter 161, Wis. Stats., may be considered grounds for the revocation or suspension of any license provided for in this chapter.
- G. Regulation of Entertainment and Entertainers. No class B licensee or permittee shall employ or permit to perform on the premises any entertainer, except a member of a band, a vocalist, a piano or organ player or a comedian. All such entertainers be fully clothed in such a manner as is acceptable in all public places. No licensee

and up to not more than \$10,000 or imprisoned for not more than 9 months or both for each day that a violation is determined to exist.

5. Any person who gives away alcoholic beverages or using any other means to evade the laws relating to the sale of alcohol beverages may be penalized not less than \$100.00 and up to not more than \$10,000 or imprisoned for not more than nine months or both for each day that a violation is determined to exist.
  6. Any licensee who allows another person to use his or her license to sell alcohol beverages, shall have his or her license revoked.
- B. Specific Penalties Provision. Chapter 125 Wis. Stats., includes specific penalties which are incorporated herein pursuant to Section 1 above.

This ordinance was approved and adopted at the July 10, 2025 Village Board meeting.

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Dan Miresse, Village President

Attest:

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Evelyn Etten, Village Administrator/Clerk/Treasurer



**VILLAGE OF NORTH PRAIRIE**  
**Board Report – July 10, 2025**  
*from the Village Administrator/Clerk/Treasurer*

**Update on DPW Position:** I provided an update regarding the salary and benefits for the DPW Supervisor position and the timeline for hire at the Special Village Board meeting on June 30, 2025.

**Financial Reports:**

June - 2025

**Liquor Licenses:** *Liquor Licenses were invoiced, paid, and picked up by the three business owners who applied: (Bill's Market, Broadlands, and Sports Page)*

**Reminder:**

Committee Agendas: Please email agendas and any supporting documentation to the Administrator/Clerk/Treasurer the FRIDAY PRIOR to your scheduled meeting and no later than three days before the scheduled meeting times to ensure time for editing and proper notice and publication of said meeting.

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

- 2024 Audit – week of July 14th
- Date Set for **Open Book** – July 7, 2025
- Date Set for **Board of Review** – July 22, 2025
- 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 by:

Evelyn Etten  
Administrator/Clerk/Treasurer  
June 26, 2025



Village of North Prairie  
General Fund  
Statement of Revenues Compared to Budget  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>	
<b>Taxes</b>					
10-41110	PROPERTY TAX	0.00	0.00	\$ 803,570.00	(803,570.00)
10-41161	MANAGED FOREST LAN	0.00	0.00	350.00	(350.00)
		<u>0.00</u>	<u>0.00</u>	<u>803,920.00</u>	<u>(803,920.00)</u>
<b>Intergovernmental</b>					
10-43216	KMFD - Remburse Utilities	237.87	237.87	10,000.00	(9,762.13)
10-43410	STATE SHARED REVENU	0.00	0.00	105,006.00	(105,006.00)
10-43411	EXEMPT COMPUTER AID	0.00	0.00	2,640.00	(2,640.00)
10-43521	POLICE TRAINING AIDS	0.00	0.00	800.00	(800.00)
10-43529	PUBLIC SAFETY AIDS	0.00	0.00	500.00	(500.00)
10-43531	TRANSPORTATION AIDS	12,411.62	12,411.62	49,690.00	(37,278.38)
10-43534	LRIP GRANTS	0.00	0.00	30,934.00	(30,934.00)
10-43545	RECYCLING GRANTS	5,403.27	5,403.27	5,400.00	3.27
10-43690	OTHER STATE AIDS	6,546.35	6,546.35	6,546.00	0.35
10-43790	CGDB GRANTS	3,820.42	3,820.42	0.00	3,820.42
10-43791	VIDEO SERVICE PROVID	0.00	0.00	5,466.00	(5,466.00)
		<u>28,419.53</u>	<u>28,419.53</u>	<u>216,982.00</u>	<u>(188,562.47)</u>
<b>Regulation and Compliance</b>					
10-44100	BUSINESS LICENSES	2,973.00	2,973.00	3,000.00	(27.00)
10-44101	CABLE FRANCHISE FEES	9,652.52	9,652.52	27,328.00	(17,675.48)
10-44200	ANIMAL LICENSES	1,324.50	1,324.50	900.00	424.50
10-44300	BUILDING PERMITS	15,200.08	15,200.08	35,000.00	(19,799.92)
10-44303	PERMITS - NON-BLDG	7,511.00	7,511.00	0.00	7,511.00
10-44305	UDC STATE SEALS	0.00	0.00	70.00	(70.00)
		<u>36,661.10</u>	<u>36,661.10</u>	<u>66,298.00</u>	<u>(29,636.90)</u>
<b>Charges for Services</b>					
10-45100	COURT FINES	(35,517.05)	(35,517.05)	15,000.00	(50,517.05)
10-45101	ASSESSMENT FEES	0.00	0.00	100.00	(100.00)
10-46100	PUBLICATION FEES	233.88	233.88	500.00	(266.12)
10-46101	ENGINEERING FEES REI	0.00	0.00	3,000.00	(3,000.00)
10-46102	LEGAL FEES REIMBURSE	0.00	0.00	3,000.00	(3,000.00)
10-46103	SPEC ASSESSMENT LTRS	255.00	255.00	1,800.00	(1,545.00)
10-46104	PARKING TICKETS	0.00	0.00	600.00	(600.00)
10-46105	APPLICATION FORM FEE	(133.00)	(133.00)	1,500.00	(1,633.00)
10-46106	PLANNING FEES REIMBU	0.00	0.00	500.00	(500.00)
10-46109	MISC CHARGES FOR SER	90.50	90.50	2,000.00	(1,909.50)
10-46290	PROPERTY CLEANUP	0.00	0.00	500.00	(500.00)
10-46324	HIGHWAY SERVICES	12,411.62	12,411.62	0.00	12,411.62
10-46440	WEED CUTTING	920.00	920.00	0.00	920.00
10-46720	PARK FEES	450.00	450.00	4,000.00	(3,550.00)
10-46750	BASEBALL PROGRAM	760.00	760.00	0.00	760.00
10-47320	HIGHWAY MAINTENANC	0.00	0.00	2,000.00	(2,000.00)
10-47322	SHARED MUNI. COURT C	0.00	0.00	32,500.00	(32,500.00)
		<u>(20,529.05)</u>	<u>(20,529.05)</u>	<u>67,000.00</u>	<u>(87,529.05)</u>
<b>Interest</b>					
10-48110	INTEREST ON INVESTME	0.00	0.00	45,000.00	(45,000.00)



Village of North Prairie  
General Fund  
Statement of Revenues Compared to Budget  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
0.00	0.00	45,000.00	(45,000.00)



Village of North Prairie  
General Fund  
Statement of Revenues Compared to Budget  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

		<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
<u>Miscellaneous</u>					
10-48200	VILLAGE HALL RENTAL	2,000.00	2,000.00	8,000.00	(6,000.00)
10-48309	SALE OF ASSETS - OTHE	65.20	65.20	0.00	65.20
10-48440	INSURANCE RECOVERIE	262.00	262.00	0.00	262.00
10-48450	INSURANCE DIVIDENDS	664.00	664.00	1,000.00	(336.00)
10-48500	DONATIONS	(2,126.28)	(2,126.28)	5,000.00	(7,126.28)
10-48503	DONATIONS - POLICE	300.00	300.00	0.00	300.00
10-48900	SALE OF WATER	2,000.00	2,000.00	19,000.00	(17,000.00)
10-48999	BURN PERMITS	2,340.00	2,340.00	4,000.00	(1,660.00)
		<hr/>	<hr/>	<hr/>	<hr/>
		5,504.92	5,504.92	37,000.00	(31,495.08)



Village of North Prairie  
 General Fund  
 Statement of Revenues Compared to Budget  
 For the Six Months Ending June 30, 2025  
 Date Printed: July 8, 2025

<u>Other Financing Sources</u>	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Variance</u>
10-49100 PROCEED OF LONG-TER	0.00	0.00	245,438.00	(245,438.00)
	0.00	0.00	245,438.00	(245,438.00)
<b>Total Revenues</b>	<b>50,056.50</b>	<b>50,056.50</b>	<b>\$ 1,481,638.00</b>	<b>(1,431,581.50)</b>



Village of North Prairie  
 General Fund - Statement of Expenditures  
 For the Six Months Ending June 30, 2025  
 Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
<b><u>General Government</u></b>				
<b><u>Village Board</u></b>				
10-51100-100 VILLAGE BOARD SALARI	12,933.33	12,933.33	14,800.00	1,866.67
10-51100-130 SOCIAL SECURITY	993.23	993.23	1,132.00	138.77
10-51100-310 LEAGUE MEMBERSHIP	1,619.86	1,619.86	1,327.00	(292.86)
10-51100-321 MEETINGS AND SEMINA	0.00	0.00	1,000.00	1,000.00
	<u>15,546.42</u>	<u>15,546.42</u>	<u>18,259.00</u>	<u>2,712.58</u>
<b><u>Municipal Justice</u></b>				
10-51200-100 MUNICIPAL JUSTICE SAL	3,000.00	3,000.00	6,000.00	3,000.00
10-51200-120 MUNICIPAL COURT CLER	6,431.25	6,431.25	10,000.00	3,568.75
10-51200-125 ASSISTANT CLERK	1,416.75	1,416.75	6,000.00	4,583.25
10-51200-126 TEMPORARY HELP	259.04	259.04	2,500.00	2,240.96
10-51200-130 SOCIAL SECURITY	829.92	829.92	1,874.00	1,044.08
10-51200-220 UTILITIES RENT & MAIN	286.50	286.50	4,600.00	4,313.50
10-51200-310 SUPPLIES AND EXPENSE	340.24	340.24	1,000.00	659.76
10-51200-322 EDUCATION AND TRAINI	1,433.28	1,433.28	1,000.00	(433.28)
10-51200-326 DUES AND SUBSCRIPTIO	31.49	31.49	200.00	168.51
10-51200-327 COMPUTER EXPENSES	1,200.00	1,200.00	1,000.00	(200.00)
10-51200-810 NEW EQUIPMENT	0.00	0.00	500.00	500.00
	<u>15,228.47</u>	<u>15,228.47</u>	<u>34,674.00</u>	<u>19,445.53</u>
<b><u>Legal</u></b>				
10-51300-210 LEGAL COUNSEL	2,021.00	2,021.00	12,000.00	9,979.00
10-51300-211 LEGAL COUNSEL-REIMB	0.00	0.00	3,000.00	3,000.00
10-51300-212 MUNICIPAL COURT	1,494.80	1,494.80	2,800.00	1,305.20
	<u>3,515.80</u>	<u>3,515.80</u>	<u>17,800.00</u>	<u>14,284.20</u>
<b><u>Clerk/Treasurer</u></b>				
10-51420-100 CLERK/TREASURER SAL	45,000.00	45,000.00	90,000.00	45,000.00
10-51420-110 DEPUTY CLERK	690.00	690.00	16,500.00	15,810.00
10-51420-111 Part-time	367.50	367.50	0.00	(367.50)
10-51420-130 SOCIAL SECURITY	3,701.87	3,701.87	9,035.00	5,333.13
10-51420-131 HEALTH INSURANCE	2,700.00	2,700.00	5,400.00	2,700.00
10-51420-135 RETIREMENT BENEFIT	(3,127.50)	(3,127.50)	6,210.00	9,337.50
10-51420-137 FTE INSURANCES	69.50	69.50	1,500.00	1,430.50
10-51420-200 DATA PROCESSING	4,577.13	4,577.13	3,500.00	(1,077.13)
10-51420-233 OFFICE EQUIPMENT MAI	1,632.71	1,632.71	2,200.00	567.29
10-51420-310 OFFICE SUPPLIES	3,661.83	3,661.83	3,720.00	58.17
10-51420-315 WEB SITE DEVELOPMEN	0.00	0.00	2,000.00	2,000.00
10-51420-320 PUBLICATION FEES	442.20	442.20	1,200.00	757.80
10-51420-325 TRAINING	20.00	20.00	1,000.00	980.00
10-51420-328 MILEAGE	1,349.81	1,349.81	0.00	(1,349.81)
	<u>61,085.05</u>	<u>61,085.05</u>	<u>142,265.00</u>	<u>81,179.95</u>
<b><u>Elections</u></b>				
10-51440-100 POLL WORKERS	2,785.50	2,785.50	1,564.00	(1,221.50)
10-51440-130 SOCIAL SECURITY	49.58	49.58	0.00	(49.58)
10-51440-310 SUPPLIES AND EXPENSE	669.71	669.71	1,700.00	1,030.29
	<u>3,504.79</u>	<u>3,504.79</u>	<u>3,264.00</u>	<u>(240.79)</u>
<b><u>Accounting</u></b>				
10-51510-211 AUDIT	0.00	0.00	16,500.00	16,500.00
10-51510-212 SPECIAL ACCOUNTING	16,850.71	16,850.71	8,500.00	(8,350.71)



Village of North Prairie  
General Fund - Statement of Expenditures  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
16,850.71	16,850.71	25,000.00	8,149.29



Village of North Prairie  
 General Fund - Statement of Expenditures  
 For the Six Months Ending June 30, 2025  
 Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
<b>Assessor</b>				
10-51530-100 CONTRACTED SERVICES	4,443.49	4,443.49	7,500.00	3,056.51
10-51530-105 MANUFACTURING ASSE	0.00	0.00	700.00	700.00
10-51530-115 BOARD OF REVIEW	50.00	50.00	125.00	75.00
10-51530-130 SOCIAL SECURITY	0.00	0.00	10.00	10.00
	<hr/>	<hr/>	<hr/>	<hr/>
	4,493.49	4,493.49	8,335.00	3,841.51
<b>Village Hall</b>				
10-51600-220 NATURAL GAS	1,614.20	1,614.20	2,000.00	385.80
10-51600-221 ELECTRICITY	1,935.83	1,935.83	6,000.00	4,064.17
10-51600-222 TELEPHONE	877.79	877.79	2,000.00	1,122.21
10-51600-223 WATER	71.00	71.00	350.00	279.00
10-51600-233 REPAIRS & MAINTENAN	5,384.23	5,384.23	8,500.00	3,115.77
10-51600-234 BLDGS. & GROUNDS MAI	658.64	658.64	0.00	(658.64)
10-51600-239 MISCELLANEOUS	123.30	123.30	0.00	(123.30)
10-51600-310 SUPPLIES AND EXPENSE	3,950.85	3,950.85	2,200.00	(1,750.85)
	<hr/>	<hr/>	<hr/>	<hr/>
	14,615.84	14,615.84	21,050.00	6,434.16
<b>Insurance</b>				
10-51930-510 INSURANCE	32,104.00	32,104.00	34,000.00	1,896.00
	<hr/>	<hr/>	<hr/>	<hr/>
	32,104.00	32,104.00	34,000.00	1,896.00
<b>Other General Government</b>				
10-51980-340 HARVEST FEST FIREWOR	5,000.00	5,000.00	5,000.00	0.00
10-51980-349 SUNDRY EXPENSES	0.00	0.00	2,000.00	2,000.00
10-51980-399 CONTINGENCY-COMPUT	125.00	125.00	0.00	(125.00)
	<hr/>	<hr/>	<hr/>	<hr/>
	5,125.00	5,125.00	7,000.00	1,875.00



Village of North Prairie  
 General Fund - Statement of Expenditures  
 For the Six Months Ending June 30, 2025  
 Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
<b>Total General Government</b>	172,069.57	172,069.57	311,647.00	139,577.43
<b><u>Public Safety</u></b>				
<b>Police</b>				
10-52100-100 SALARIES	52,018.75	52,018.75	143,251.00	91,232.25
10-52100-110 CLERICAL WAGES	19,298.75	19,298.75	42,120.00	22,821.25
10-52100-130 SOCIAL SECURITY	4,994.61	4,994.61	14,181.00	9,186.39
10-52100-222 TELEPHONE	1,825.84	1,825.84	3,050.00	1,224.16
10-52100-231 SQUAD REPAIRS AND M	68.29	68.29	1,500.00	1,431.71
10-52100-310 OFFICE SUPPLIES	853.69	853.69	1,620.00	766.31
10-52100-322 TRAINING	403.26	403.26	1,600.00	1,196.74
10-52100-323 CERTIFICATION	0.00	0.00	82.00	82.00
10-52100-324 PUBLIC RELATIONS	0.00	0.00	250.00	250.00
10-52100-325 RANGE QUALIFICATIONS	458.11	458.11	800.00	341.89
10-52100-326 DUES AND SUBSCRIPTIO	655.00	655.00	775.00	120.00
10-52100-340 SUPPLIES AND EXPENSE	641.25	641.25	4,302.00	3,660.75
10-52100-341 UNIFORMS	0.00	0.00	1,500.00	1,500.00
10-52100-342 RADIO	5,046.39	5,046.39	4,526.00	(520.39)
10-52100-343 GASOLINE	689.58	689.58	4,000.00	3,310.42
10-52100-349 MISCELLANEOUS	69.23	69.23	1,700.00	1,630.77
10-52100-810 NEW EQUIPMENT	3,112.47	3,112.47	2,841.00	(271.47)
	90,135.22	90,135.22	228,098.00	137,962.78
<b>Fire and Rescue</b>				
10-52200-130 SOCIAL SECURITY	22.49	22.49	0.00	(22.49)
10-52200-220 UTILITIES	5,279.64	5,279.64	0.00	(5,279.64)
10-52200-232 EQPT REPAIRS AND MAI	701.08	701.08	0.00	(701.08)
10-52200-234 BUILDING & GROUNDS	1,932.89	1,932.89	0.00	(1,932.89)
10-52200-299 Contracted Services	143,824.00	143,824.00	287,648.00	143,824.00
10-52200-322 TRAINING	440.20	440.20	0.00	(440.20)
	152,200.30	152,200.30	287,648.00	135,447.70
<b>Inspection</b>				
10-52400-120 INSPECTION FEES	10,260.05	10,260.05	26,810.00	16,549.95
	10,260.05	10,260.05	26,810.00	16,549.95
<b>Total Public Safety</b>	252,595.57	252,595.57	542,556.00	289,960.43
<b><u>Highway and Transportation</u></b>				
<b>Operations and Maintenance</b>				
10-53311-100 FULL-TIME	15,550.91	15,550.91	37,167.00	21,616.09
10-53311-110 PART-TIME	3,692.50	3,692.50	4,000.00	307.50
10-53311-130 SOCIAL SECURITY	3,204.55	3,204.55	3,517.00	312.45
10-53311-131 HEALTH INSURANCE	1,950.00	1,950.00	2,230.00	280.00
10-53311-135 RETIREMENT BENEFIT	862.74	862.74	2,583.00	1,720.26
10-53311-137 FTE INSURANCES	113.50	113.50	800.00	686.50
10-53311-343 FUEL	1,142.03	1,142.03	3,000.00	1,857.97
10-53311-344 VEHICLE MAINTENANCE	536.45	536.45	6,000.00	5,463.55
10-53311-349 SUPPLIES AND EXPENSE	1,456.21	1,456.21	4,000.00	2,543.79
10-53311-370 ROAD REPAIRS AND MAI	5,650.00	5,650.00	2,500.00	(3,150.00)
10-53311-371 ROAD SIGNS AND MARKI	509.40	509.40	600.00	90.60
10-53311-372 SNOW AND ICE CONTRO	7,838.28	7,838.28	19,160.00	11,321.72
10-53420-221 STREET LIGHTING	5,693.91	5,693.91	13,000.00	7,306.09



Village of North Prairie  
General Fund - Statement of Expenditures  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
	48,200.48	48,200.48	98,557.00	50,356.52
	0.00	0.00	0.00	0.00
<b><u>Sanitation and Social Services</u></b>				
<b><u>Refuse Disposal</u></b>				
10-53620-290 REFUSE DISPOSAL	67,563.72	67,563.72	116,813.00	49,249.28
	67,563.72	67,563.72	116,813.00	49,249.28



Village of North Prairie  
General Fund - Statement of Expenditures  
For the Six Months Ending June 30, 2025  
Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
<b>Recycling</b>				
10-53635-290 RECYCLING GRANT EXP	0.00	0.00	49,816.00	49,816.00
10-53635-291 RECYCLING - ADVERTISI	0.00	0.00	450.00	450.00
	<hr/>	<hr/>	<hr/>	<hr/>
	0.00	0.00	50,266.00	50,266.00
<b>Weed Control</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	0.00	0.00	0.00	0.00
<b>Water System Maintenance</b>				
10-52250-237 PUMP HOUSE	217.52	217.52	1,200.00	982.48
	<hr/>	<hr/>	<hr/>	<hr/>
	217.52	217.52	1,200.00	982.48
<b>Animal Control</b>				
10-54100-290 ANIMAL IMPOUNDING F	1,022.09	1,022.09	578.00	(444.09)
	<hr/>	<hr/>	<hr/>	<hr/>
	1,022.09	1,022.09	578.00	(444.09)
<b>Civic Pride</b>				
10-56700-290 CIVIC PRIDE	116.08	116.08	75.00	(41.08)
	<hr/>	<hr/>	<hr/>	<hr/>
	116.08	116.08	75.00	(41.08)
<b>Service to Aging</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	0.00	0.00	0.00	0.00
<b>Total Sanitation &amp; Social Services</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	117,119.89	117,119.89	267,489.00	150,369.11
<b><u>Parks and Recreation</u></b>				
<b><u>Parks</u></b>				
10-55200-100 FULL-TIME	16,634.33	16,634.33	37,167.00	20,532.67
10-55200-110 PART-TIME	6,146.50	6,146.50	16,000.00	9,853.50
10-55200-130 SOCIAL SECURITY	994.58	994.58	4,435.00	3,440.42
10-55200-131 HEALTH INSURANCE	1,950.00	1,950.00	2,230.00	280.00
10-55200-135 RETIREMENT BENEFIT	862.74	862.74	2,583.00	1,720.26
10-55200-220 UTILITIES	1,310.53	1,310.53	3,300.00	1,989.47
10-55200-232 EQUIPMENT MAINTENA	7,027.85	7,027.85	4,000.00	(3,027.85)
10-55200-234 BLDG AND GROUNDS M	6,692.49	6,692.49	26,986.00	20,293.51
10-55200-340 SUPPLIES AND EXPENSE	1,619.51	1,619.51	2,730.00	1,110.49
10-55200-343 GASOLINE	59.97	59.97	2,000.00	1,940.03
	<hr/>	<hr/>	<hr/>	<hr/>
	43,298.50	43,298.50	101,431.00	58,132.50
<b>Recreation</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	0.00	0.00	0.00	0.00
<b>Total Parks &amp; Recreation</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	43,298.50	43,298.50	101,431.00	58,132.50
<b>Conservation and Development</b>				
10-56300-100 SALARIES	1,075.00	1,075.00	1,000.00	(75.00)
10-56300-130 SOCIAL SECURITY	0.00	0.00	77.00	77.00
10-56900-213 ENGINEERING FEES	515.00	515.00	2,000.00	1,485.00



Village of North Prairie  
 General Fund - Statement of Expenditures  
 For the Six Months Ending June 30, 2025  
 Date Printed: July 8, 2025

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>Variance</u>
10-56900-214 ENGINEERING FEES-REI	0.00	0.00	3,000.00	3,000.00
10-56900-215 NR 216 COMPLIANCE	3,895.50	3,895.50	6,000.00	2,104.50
10-56900-216 PLANNER FEES	0.00	0.00	500.00	500.00
10-56900-217 PLANNER FEES-REIMBU	0.00	0.00	500.00	500.00
	<hr/>	<hr/>	<hr/>	<hr/>
	5,485.50	5,485.50	13,077.00	7,591.50
 <b>Unclassified</b>				
	<hr/>	<hr/>	<hr/>	<hr/>
	0.00	0.00	0.00	0.00
 <b>Capital Outlays</b>				
10-53311-820 CAPITAL OUTLAY-HIGH	198,990.19	198,990.19	245,438.00	46,447.81
	<hr/>	<hr/>	<hr/>	<hr/>
	198,990.19	198,990.19	245,438.00	46,447.81
	<hr/>	<hr/>	<hr/>	<hr/>
 <b>Total Expenses</b>	<hr/>	<hr/>	<hr/>	<hr/>
	<b>789,559.22</b>	<b>789,559.22</b>	<b>1,481,638.00</b>	<b>692,078.78</b>



**CONTRACT FOR  
REVALUATION  
ASSESSMENT SERVICES**

Prepared for the  
**Village of North Prairie**  
Waukesha County

By



**ASSOCIATED APPRAISAL  
CONSULTANTS**

**Corporate Office  
W6237 Neubert Rd. | P.O. Box 291  
Greenville, WI 54942-0291  
Phone (920) 749-1995/Fax (920) 731-4158**

## CONTRACT FOR REVALUATION ASSESSMENT SERVICES

This Contract is by and between the **Village of North Prairie, Waukesha County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

### SECTION I GENERAL AGREEMENTS

1. **SCOPE OF SERVICES.** Assessor shall perform an exterior revaluation of all taxable real estate in the Municipality, pursuant to Wisconsin Statutes 70.05(5), for the **2026 assessment year**, for which service the Municipality agrees to pay Assessor the sum of compensation outlined in Section V of this Contract. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract.

2. **ASSIGNMENT OF CONTRACT.** Assessor will not assign, subcontract, or transfer this Contract or any part of this Contract without written approval from the Municipality.

3. **DURATION.** Assessor shall complete all work on or before November 30<sup>th</sup> of the year in which the revaluation services are contracted for. If unforeseen circumstances delay the completion of work, an extension will be granted upon mutual consent.

4. **PERSONNEL.** Assessor shall provide certified, experienced, and competent employees of good character to perform all work necessary during the various phases of the revaluation program. All field staff members shall carry a photo identification tag and drive a vehicle clearly marked with our company name. If the Municipality shall at any time during the program consider the services of any employee to be unsatisfactory, Assessor shall immediately remove such employee upon written request from the Municipality.

5. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Village Assessor as per §61.19, §61.197, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

A. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.

- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

**B. INSURANCE.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.
- 3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.
- 4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

**C. INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

**6. PUBLIC RELATIONS.** During the revaluation, Assessor shall carry on a suitable program of public information in a manner dictated by experience to be most effective and productive, and of such nature that will allow the Municipality to actively participate. This program shall include a general mailing to all property owners with information regarding the revaluation process before field work

begins. If necessary, the program shall include the furnishing of speakers, holding press conferences and preparing press releases. Upon written request, Assessor agrees to meet with the governing body of the Municipality to discuss areas of work such as public relations, procedures, progress, valuations and concerns.

7. **OPEN RECORDS REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

8. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor.

9. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

10. **OWNERSHIP OF RECORDS.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

## SECTION II DATA COLLECTION & APPRAISAL

1. **PARCEL IDENTIFICATION.** The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement.

2. **PREPARATION OF RECORDS.** Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

(a) Assessor shall create a complete digital database of all parcels within the municipality, including information on each property's ownership, class, land size and use, and

improvement information. The database shall be created using CAMA software and shall include digital photographs and sketches of primary improvements.

- (b) Property records shall be updated utilizing CAMA software, showing the property information used as a basis for the revaluation, including the measurements of all primary building improvements. Assessment records shall include all data and material obtained and/or used for the valuation of properties.
- (c) All records prepared or maintained about assessments in the Municipality shall always be and remain the sole property of the Municipality.
- (d) Within 30 days after completion of the revaluation program, Assessor shall turn over all assessment records to the Municipality as needed, including property record cards, maps, and a computer file back-up of the electronic database.
- (e) If the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

**3. VACANT LANDS.** Assessor shall inspect all vacant parcels of land where access may be practicably obtained. Any vacant lands not physically inspected will be viewed by way of recent aerial photography. Sales data for vacant lands will be collected and compiled based on neighborhoods or geographic locations within the municipality. Land values will be derived from vacant and improved sales and will consider all factors that may affect resale value, such as location, size, shape, topography, zoning, utilities, current use, and other factors. In developing land values, all forms, maps, and land valuation tables shall be left with the Municipality.

**4. DWELLING DATA.** When appraising single-family and multi-family dwellings, Assessor shall document and consider the physical characteristics and condition of the dwelling. Such characteristics shall include the type of dwelling, story height, square footage, basement area, wall construction, siding type, roof, floors, interior finish, heating system, fireplaces, plumbing fixtures, number of rooms, age, physical condition, general quality of construction, and attachments such as garages, decks, and porches. Sales data and rental information will be documented and considered when applicable. All information collected will be recorded as a permanent part of the property records.

**5. FIELD APPRAISAL.** Assessor shall physically visit and inspect from the exterior all taxable improved properties excluding those assessed as Manufacturing by the Wisconsin Department of Revenue. Assessor shall make a careful inspection of all buildings and improvements located on such properties and shall carefully measure, list, and compute the full market value for all improvements using professionally acceptable appraisal practices. All inspections will be conducted between the hours of 8:00 AM and 7:00 PM, Monday through Friday, Saturday if necessary, excluding legal holidays or Assessor scheduled days off. Assessor and Municipality will work with the building inspector to obtain PDFs of the floor plan or blueprints for all new residential and commercial structures.

**6. APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

### SECTION III NOTIFICATION & DEFENSE OF ASSESSMENTS

**1. ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be prescribed and or approved for use by the

Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

2. **OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

3. **BOARD OF REVIEW.** Assessor shall furnish a representative for as many days as needed to provide sworn oral testimony at the Board of Review in support of all assessed values being formally challenged. Municipality shall comply with state statutes and Department of Revenue training requirements about Board of Review hearings. In the event of any appeal beyond the Board of Review to the Department of Revenue or Circuit Court, Assessor shall provide a representative to furnish testimony in defense of the values established by the revaluation for all such cases within the first 90 days after adjournment of the Board of Review for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

#### **SECTION IV ITEMS TO BE PROVIDED BY MUNICIPALITY**

1. **MUNICIPALITY RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

2. **MEETING SPACE.** Municipality shall furnish a suitable space in which to hold the Open Book conference and the Board of Review at no cost to Assessor.

3. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

4. **MAILING SERVICES.** Municipality shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

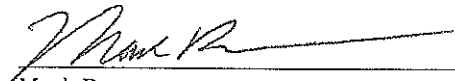
**SECTION V  
COMPENSATION & TERMS OF PAYMENT**

**1. COMPENSATION.** Assessor shall perform all the services stated in the above Contract for the 2026 assessment year, per to the terms specified herein for the sum of: **Forty Thousand Five Hundred Dollars (\$40,500.00).**

(a) This Contract runs simultaneous with the 2026-2030 Contract for Maintenance Assessment Services. The Municipality shall continue to pay the Assessor **Twelve Thousand Dollars (\$12,000.00)** for the 2026 assessment year. Compensation will continue to be paid in established installments throughout the 2026 assessment year.

**2. TERMS OF PAYMENT.** The compensation due to Assessor shall be paid monthly for services and expenses incurred during the previous month. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 291, Greenville, Wisconsin, 54942-0291. Optional payment terms and conditions may apply as described in Appendix A that is attached hereto and incorporated herein by reference.

**3. SIGNATURES**

  
\_\_\_\_\_  
Mark Brown  
President  
Associated Appraisal Consultants, Inc.

06/26/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature  
Village of North Prairie

\_\_\_\_\_  
Date

**APPENDIX A  
OPTIONAL PAYMENT AGREEMENT**

This Appendix A is attached to and incorporated into the Contract for Revaluation Assessment Services made by the **Village of North Prairie, Waukesha County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

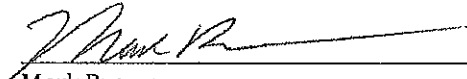
*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

**1. 2026 EXTERIOR REVALUATION:**

(a) Assessor shall begin the 2026 Revaluation work no earlier than January 1, 2026, invoicing up to a not to exceed amount of **Twenty-Four Thousand Five Hundred Dollars (\$24,500.00)** for the calendar year of 2026. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the 2026 Board of Review.

(b) The remaining balance of the 2026 Revaluation in the amount of **Sixteen Thousand Dollars (\$16,000.00)** or more shall be paid in full by January 31, 2027.

**2. SIGNATURES:**

  
\_\_\_\_\_  
Mark Brown  
President  
Associated Appraisal Consultants, Inc.

\_\_\_\_\_  
06/26/2025  
Date

\_\_\_\_\_  
Authorized Signature  
Village of North Prairie

\_\_\_\_\_  
Date

**CONTRACT FOR  
MAINTENANCE  
ASSESSMENT SERVICES**

Prepared for the  
**Village of North Prairie**  
Waukesha County

By



**ASSOCIATED APPRAISAL  
CONSULTANTS**

Corporate Office  
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## CONTRACT FOR MAINTENANCE ASSESSMENT SERVICES

This Contract is by and between the **Village of North Prairie, Waukesha County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

*IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:*

**I. SCOPE OF SERVICES.** All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties. This Contract is being provided under the assumption all property records are in digital format. Digital property records include digital photographs, digital sketches, and property record data compliant with the Wisconsin Department of Revenue mandates. In the event the property assessment records are not digital, there shall be additional costs charged to the Municipality for onsite collection of missing data and or data conversion or data entry of provided records. This Contract does not include services for any revaluations that the Municipality may decide or be required to be performed during the term of this Contract. Such revaluation assessment services shall be covered under a separate contract.

**A. INSPECTIONS.** The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected as necessary, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected as needed.
- 3) Improved properties under construction during the term of this Contract shall be re-inspected as needed.
- 4) All properties sold in the previous year, or affected by legal description changes, or zoning changes shall be reviewed and inspected if deemed necessary to ensure an accurate and fair assessment.
- 5) Requests for review by property owners, made after the close of the Board of Review, and prior to signing the Assessor's affidavit for the next assessment roll within the term of this Contract, and if deemed necessary shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

**B. PARCEL IDENTIFICATION.** The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall provide a digital drawing and digital photograph of each primary improvement.

In the event of a discrepancy found in a small number of existing records, the Assessor shall investigate and correct the property record. Should large amounts of existing records be deficient, there shall be additional costs charged to the Municipality for onsite collection of missing data, and or correction of property records, as agreed upon by both parties.

**C. PREPARATION OF RECORDS.** Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

**D. APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

**E. ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

**F. OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

**G. COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

**H. BOARD OF REVIEW.** Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af), Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

## II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Village Assessor as per §61.19, §61.197, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

B. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

C. **INSURANCE.** The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.
- 3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.
- 4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

D. **INDEMNIFICATION.** The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

E. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

### III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2026, 2027, 2028, 2029 and 2030** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate

party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL.** This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

**IV. COMPENSATION**

A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts
2026	\$12,000
2027	\$12,500
2028	\$13,000
2029	\$13,500
2030	\$14,000

B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid.

C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2030 assessment year.

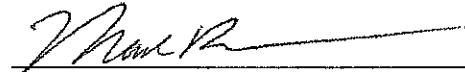
D. **OPTIONAL WEBSITE POSTING.** The Municipality shall have the option to post assessment data on Assessor's public website for an additional cost per parcel per month payable to a third-party vendor. The current third-party rate is \$25.00 per 1,000 parcels per month ( $\$0.025 * 904 = \$22.60$ ). If the parcel count or third-party rate should change, this cost shall increase or decrease accordingly.

\*\*\* Please initial yes or no to post data. \*\*\*

Yes \_\_\_ No \_\_\_

E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. SIGNATURES



\_\_\_\_\_  
Mark Brown  
President  
Associated Appraisal Consultants, Inc.

\_\_\_\_\_  
06/26/2025  
Date

\_\_\_\_\_  
Authorized Signature  
Village of North Prairie

\_\_\_\_\_  
Date