

**MEETING NOTICE & AGENDA
VILLAGE OF NORTH PRAIRIE
SPECIAL BOARD MEETING
MUNICIPAL CENTER – 130 N. HARRISON STREET, NORTH PRAIRIE WI
May 4, 2026, at 5:30 p.m.**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Discussion and/or Action:** Waiver of special board meeting payment to trustees
- 5. Discussion and/or Action:** Monthly payroll, board & poll workers pay.
- 6. Discussion and/or Action:** Bellin Health contract for DOT Drug Inspections.
- 7. Discussion and/or Action:** Committees structure and appointments
- 8. Discussion and/or Action:** Board of Review appointments
- 9. Discussion and/or Action:** Set Board of Review meet & adjourn date for May 19th at 6:25 p.m.
- 10. Discussion and/or Action:** Update on the Police Chief hiring process.
- 11. Discussion and/or Action:** Invitation from the Village & Town of Eagle to meet regarding KMFD and appoint two board members.
- 12. Motion to adjourn.**

Submitted by:
Evelyn Etten
Administrator/Clerk/Treasurer
April 22, 2026

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



**SUBSTANCE TESTING SERVICES AGREEMENT
(DOT-Required Testing)**

This Agreement (the "Agreement") is made effective **1st** day of **May 2026**, by and between **BELLIN OCCUPATIONAL HEALTH SOLUTIONS**, a division of BELLIN MEMORIAL HOSPITAL, INC., a Wisconsin non-profit corporation with offices located at 744 North Webster Avenue, Green Bay, Wisconsin 54301, (herein after "Bellin") and **Village of North Prairie** located at, **130 North Harrison Street , North Prairie, Wisconsin 53153**(hereinafter "Customer").

WHEREAS, Customer employs individuals who are required to possess a Commercial Drivers License as a result of their job duties and, as a result, must comply with Federal Department of Transportation rules imposing drug and alcohol testing requirement on those and certain other employees, and

WHEREAS, Bellin provides drug and alcohol testing services which are available to assist Customer in complying with the DOT rules, and Customer desires to retain Bellin's services for that purpose.

NOW, THEREFORE, the parties agree as follows:

1. **Bellin Services**. Bellin agrees to provide the following services to Customer:

- (a) **Drug Testing**. Bellin will conduct "NIDA-V-50" drug testing using employee urine samples at a cost of **\$38 per test**. These services include:
 - SAMSHA Certified Laboratory
 - Certified Medical Review Officers (MRO)
 - Blind Specimen Management
 - Overnight Shipping
 - Reports and Record Keeping
 - Computerized Random Selection
 - National Collection Site Locator Service
- (b) Bellin has an annual administration fee of **\$60.00 per company**. Bellin will operate the consortium and make random selections for drug testing in accordance with DOT rules and regulations. Bellin will notify Customer of employees selected for quarterly random testing. Customer shall be responsible for ensuring that its employees take the required tests and for compliance with other DOT and consortium rules or regulations.
- (c) **Medical Review Officer review**. Bellin will arrange for services of a certified Medical Review Officer **to review each POSITIVE drug test**.
- (d) **Remote Collection Site Set-Up**. Bellin will set-up remote collection facilities by shipping all materials necessary to the remote collection locations anywhere in the United States at a cost of **\$39.75 per request**.
This is usually a case-by-case situation (i.e. Post-Accidents 24/7/365)
- (e) **Post-Accident Kit**. Bellin can provide post-accident kits to Customer (containing chain of custody forms & shipping materials) at a cost of **\$5.25** per kit.

- (f) **Supervisor/DER/Employee Training.** Bellin will provide supervisor or employee training regarding drug and alcohol abuse, testing procedures, and detection training. **Dates and pricing available upon request**
- (g) **SAMPLE: Drug and Alcohol Model Policy.** Bellin offers a model policy (sent via mail or email), which fulfills employer's requirement for the federal regulations at **No charge.**

Above pricing is effective for 60 days from the date of proposal.

2. **Customer Obligations.** Customer shall have the following obligations:

- (a) Customer shall provide Bellin with the name; business addresses, telephone and facsimile number of each Designated Employee Representative (**DER**) authorized to receive test results on Customer's behalf. Customer shall promptly notify Bellin regarding any changes to the **DER(s)**. Unless Customer requests a specific method of notification, test results may be transmitted to Customer's designated representative by phone, facsimile, or standard U.S. mail.
- (b) If random selection services are elected, Customer shall provide lists of employees subject to testing on a quarterly basis.
- (c) Customer shall not use, copy, or distribute any material copyrighted by Bellin without Bellin's prior consent. Customer shall promptly notify Bellin of any unauthorized use and/or infringement of copyrighted materials.
- (d) Customer shall ensure that its random selection testing procedures comply with all notices and instructions issued by Bellin.
- (e) Customer shall be responsible for the training of managers and employees, as Customer deems appropriate, and for the preparation and distribution of substance abuse policies and procedures.
- (f) Customer shall be solely responsible for any and all discipline issued to any employee in relation to any service or test provided by Bellin, and shall indemnify and hold Bellin harmless from all disciplinary decisions.
- (g) Customer shall comply with all confidentiality rules relating to the testing procedures and results.
- (h) Customer shall be responsible for the safe transport of all employees to and from testing sites, and shall be responsible for any harm or losses caused by its employees during the testing process.
- (i) Customer shall be responsible for ensuring its testing policies and procedures comply with all state and federal laws. Bellin assumes responsibility only for the actual services it provides, and makes no representations concerning legal compliance of Customer's policies.
- (j) Customer shall be responsible for complying with any rules, regulations, or special procedures relating to minor employees.

3. **Payment for Services.** Bellin will bill Customer on a monthly basis for all services performed, and payment shall be due **30 days** after invoice.

- (a) **Delinquent Invoices.** All balances outstanding for more than 45 days from the invoice date shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Customer agrees to reimburse Bellin for all costs of collection, including reasonable attorneys' fees and costs, relating to any delinquent invoices. Upon any non-payment by

Customer, Bellin may also, at its option, (1) withhold future services to the Customer, and/or (2) terminate this Agreement, and/or (3) pursue any other remedy available under this Agreement, or at law or equity. There shall be no right to set-off any amounts owed to Bellin by any other amounts.

(b) **Price Increases.** Due to the potential for increased costs during the term of this Agreement, Bellin may increase any of the prices listed in Section 1, above, upon (30) thirty days written notice to Customer.

(c) If Customer declines to accept a price increase, and if no other mutually agreeable price can be reached, this Agreement shall terminate.

4. **Term.** This Agreement shall commence on the effective date written above, and shall continue until one party serves the other party, with a (30) thirty days advanced written notice of its intent to terminate. In the event of any termination, Customer shall pay all charges for services performed prior to the effective date of termination.

5. **Additional Agreements.**

(a) Bellin shall use commercially reasonable efforts to maintain the confidentiality of all records and documents relating the services performed under this Agreement. In no event shall Bellin be liable to Customer or any third party for the unauthorized disclosure of any record or document relating to the services or testing provided under this Agreement.

(b) Bellin shall not be responsible for any disciplinary decisions made by Customer regarding any employee participating in the tests or services offered by Bellin. Disciplinary decisions are solely in the discretion of the Customer, and Customer shall indemnify and hold Bellin harmless for any claims relating to such disciplinary decisions. Further, Bellin shall not be responsible for compliance with any collective bargaining agreements relating to drug testing services. Customer shall be responsible for any compliance or other issues arising from any collective bargaining agreement.

(c) Bellin's liability, if any, with respect to services provided under this Agreement shall be limited to the total costs of services at issue or in dispute.

(d) Bellin shall have the right to subcontract some or all of the services it provides under this Agreement. Bellin shall ensure compliance by its subcontractors with the terms of this Agreement.

6. **Miscellaneous.**

(a) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right granted under this Agreement.

(b) This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and this Agreement cancels and supersedes all previous agreements, whether written or oral, between the parties relating to this subject matter. The parties may amend this Agreement only by a written agreement signed by both parties.

- (c) The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- (d) This Agreement shall be governed by Wisconsin law, without regard to conflict of law principles. Any action relating to this Agreement shall be venued solely in Brown County Circuit Court, Green Bay, Wisconsin.
- (e) Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, or any persons other than the parties hereto.
- (f) Bellin shall not be liable to Customer for any delay or failure to perform hereunder arising from causes or events beyond the reasonable control of Bellin, including, without limitation, fire, natural disasters, acts of God, civil unrest, labor disputes, strikes, or other similar circumstances beyond Bellin's reasonable control.
- (g) **All Bellin Health information provided to *Village of North Prairie* and/or their authorized representatives or vendors is strictly confidential.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

BELLIN OCCUPATIONAL HEALTH SOLUTIONS, a division of BELLIN MEMORIAL HOSPITAL, INC.



Dawn Roberts, Account Manager

March 1, 2026

**CUSTOMER: Village of North Prairie
130 North Harrison Street
North Prairie, Wisconsin 53153**

Signature: _____

Title: _____

Date: _____