

MEETING NOTICE AND AGENDA
VILLAGE OF NORTH PRAIRIE
Buildings & Grounds Committee
January 15, 2025
4:00 P.M.
Village Hall, 130 N. Harrison St.-Conference Room

Pursuant to the requirements of Section 19.84, WI Stats., notice is hereby given of a meeting of the Village of North Prairie Public Safety and Protective Services Committee, at which a quorum of the Village Board may be in attendance to gather information about subjects which they have decision making responsibility. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board is in attendance at the meeting: Please let the minutes reflect that a quorum of the Village Board is present.)

Call to Order
Pledge of Allegiance
Roll Call

Approve prior meeting minutes – 12/5/2024 Meeting Cancelled. No Minutes

1. Discuss/Action as required: CDBG Grant
2. Discuss/Action as required: Recycling Grant/Information
3. Discuss/Action as required: Road project for Ferris Dr. and Pine Dr.
4. Discuss/Action as required: Portable toilet contracts for parks.
5. Discuss/Action as required: Review of 2025 B&G Budget and requests for quotes as it pertains to potential projects. In particular: staining the pavilion in PV Park and completing painting of tennis court fencing.
6. Discussion/Action as required: Pond Maintenance at Prairie Village Park Pond.
7. Discussion/Action as required: Review of the weed contracts.
8. Discussion/Action as required: Discuss DPW Maintenance records, Time Sheets and Comp Time within department.
9. Discussion/Action as required: Potential of "Beer Garden or similar" at Veterans Park and potentially pairing with non-profit.
10. Adjourn

Jan. 13, 2025

Donna Samuels, Chair
Cheri Lampe Member
Dave Schroeder, Member

It is possible that members of and possibly a quorum of members of other government bodies of the municipality may be in attendance at the above stated meeting to gather information; no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information please contact the Village Office at 262-392-2271.

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

The Village of North Prairie is requesting bids for the staining of the pavilion at 600 Karin Drive.

1. Apply a deck wash product to the pavilion and pressure wash to remove dirt, chalking, mildew, etc. from the pavilion before staining. The village will supply water in a 550-gallon tank for pressure washing.
2. Inspect wood for any damage and provide a quote for any needed repairs. Please include your hourly rate for carpentry work or note if you do not provide that service.
3. Apply 2 brushed and rolled coats of a semi-transparent stain to the pavilion. Color to be chosen by the Village prior to application.
4. Contractor is responsible for covering all concrete before staining, to prevent dripping and spills from damaging concrete
5. Quotes can be submitted to Village Hall at 130 N. Harrison Street or emailed to clerk@northprairiewi.gov
6. Certificates of both liability and workers comp insurance shall be submitted to the Village before any work shall begin.

Village of North Prairie
130 N. Harrison Street
North Prairie Wi. 53153

The Village of North Prairie is requesting bids for the painting of the tennis court fence at Veterans Park 132 N. Harrison St.

1. The lower half of the fence has been painted, we are requesting quotes for painting the remainder of the fence using an acrylic enamel, direct to metal water-based paint. The color shall be gloss black to match the rest of the fence
2. Contractors shall be responsible for covering the tennis courts to prevent any overspray or paint spillage from coming in contact with the newly painted tennis courts.
3. Contractors shall be responsible for clean-up of area after completion of job.
4. Quotes can be submitted to Village Hall at 130 N. Harrison St. or emailed to clerk@northprairiewi.gov
5. Certificates of both liability and workers comp insurance shall be submitted to the Village before any work shall begin.



Lake and Pond Solutions, LLC

W4950 County Road A
Elkhorn, WI 53121
Office (262) 742-2600
www.lakeandpondsolutions.com
garrett@lakeandpondsolutions.com

Dave Molitor
North Prairie Public Works
130 N Harrison Street
North Prairie, WI 53153

January 13, 2025

Mr. Molitor,

Thank you for your interest in Lake and Pond Solutions LLC. We're a total lake and pond management company, dealing in hundreds of products for aquatic use. Our degreed biologists are also licensed, certified and fully insured herbicide applicators with years of treatment and management experience. Although herbicide application is a large portion of our business, we offer alternative solutions, aimed at reducing the need for ongoing treatments. Below I've outlined the management I am recommending starting.

Site Visits

There are a couple of different site visit programs that can be implemented on your property depending on your expectations and budget.

1. **Scheduled Monthly Visits** – This option would begin in April and continue into October for a total of 7 monthly scheduled site inspections. Included would be scheduled visits to the property, our Basic Service Fee, pond inspection, and labor for bacteria or dye application. All product and herbicide/algaeicide application charges are additional and invoiced per occurrence. We can work within a predetermined budget, notifying you of the status as the season continues. Each invoice will be billed with 20-day terms. The total for these scheduled visits would be \$735.00.
2. **On-Call Visits** – With this option you would call us when a treatment is needed. We can be in to perform treatments or maintenance within three days of any notice, weather permitting. You would be billed our Basic Service Fee (\$65), product and application for each visit.

Herbicide/Algaeicide Treatment

Treatments can vary widely from year to year depending on rainfall, sunlight, temperature, budget and overall expectations. Below I have estimated the costs of basic algae/weeds shoreline treatment. This cost obviously has the potential to change based on actual growth present. Prices include all product, labor and application fees. I would expect that you may need between 2 and 4 treatments for the season.

Typical Algae/Weed Shoreline Treatment - \$550.00/application



Lake and Pond Solutions, LLC

(262) 742-2600 | www.lakeandpondsolutions.com | garrett@lakeandpondsolutions.com

PROVIDING ENVIRONMENTALLY SOUND AQUATIC MANAGEMENT SOLUTIONS

Ecosp Preventative Aquatic Weed Control

For Curlyleaf Pondweed and Eurasian watermilfoil, I recommend doing the ECOS treatment below. The ECOS program uses low dose early season granular applications of SonarONE (fluridone) to provide season long weed control of submersed aquatic weeds. For this area of the country, an initial application is applied between March 15th and April 30th followed by a secondary application approximately 4 weeks later and a final 3rd application 4 weeks later. Your pond would need a total of 15# split between three treatments.

Total cost of the treatment including product and application would be. **\$1,350.00** (cost is assuming a 5' average depth for the pond)

Neptune Dye

This concentrated blue dye is a natural food grade dye that helps the pond to look darker, deeper, and hide shoreline algae more effectively. The dye would not affect fish, wildlife, or swimming. One quart of the dye will effectively shade 4 acre-feet of water. You would need 4gallons over this season to maintain color. **\$125.95/gallon - \$503.80**

Fish Stocking

According to the size of your pond, I have the recommended fish-stocking list below.

- 250# Fathead Minnows @ \$11.17/pound \$ 2,792.50
 - Delivery Fee (Walworth County) \$ 124.00
- TOTAL \$2,916.50**

Diffuser Cleaning

Lake and Pond Solutions, LLC will acid wash and inspect each diffuser for \$60.00/diffuser. **\$540.00**

Aeration Maintenance

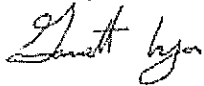
Routine service is a key component in extending the life of your compressors. Lake and Pond Solutions, LLC will clean and inspect each cabinet/compressor for \$40/compressor. We will also change the filters/o-rings for \$41.95/compressor. **\$245.85**

Basic Service Fees

Please understand, we do charge a "basic service fee" for all trips to the property that are not included in a previously arranged maintenance package. This service fee is based on distance from our Elkhorn location. The basic service fee for your property is \$65.00.

I know there's a lot of information here and please call or email anytime with questions or concerns. I look forward to working with you in the future!

Sincerely,



Garrett Lyon-- Senior Biologist
Lake and Pond Solutions, LLC



Lake and Pond Solutions, LLC

PROVIDING ENVIRONMENTALLY SOUND AQUATIC MANAGEMENT SOLUTIONS



N4828 Highway 45 S., Fond du Lac, WI 54937
 (920) 921-6827 800-442-6648
 Fax: (920) 921-1690

Specialists in Lake & Pond Management, Services, & Supplies

Estimate

DATE	ESTIMATE #
1/13/2025	3287

BILL TO NAME / ADDRESS
c/o Dave Molitor Village of North Prairie 130 N. Harrison St. North Prairie, WI 53153

SHIP TO / WORK SITE
Village of North Prairie North Prairie, WI 53153

PROJECT	Estimate Valid Until	ABI PROJECT REP	PAYMENT TERMS	
	11/30/2025	RWL	Net 30	
QTY	DESCRIPTION	PRICE EACH	UM	TOTAL
	2025 Estimate for North Prairie Pond based on the past			
	Aeration Servicing and Routine Maintenance			
9	Labor - Acid Wash Diffusers	40.00	EA	360.00
	Free Visual Survey of Eurasian Watermilfoil while cleaning diffusers.			
1	Aeration Parts: to include 3 external filters, 6 internal filters, 6 o-rings and 1 internal screw cap.	125.00		125.00
1	Routine compressor maintenance, servicing and oiling of fans.	135.00		135.00
10	ABI Blue Dye - Gallon (recommend 5 per visit if approved) Estimating two times. No charge application when on site.	50.00	GL	500.00
	Shoreline Treatment for Pondweeds and Algae if approved and warranted per treatment.			
1	Product	990.00		990.00
1	Boat / Pump Sprayer Application	375.00		375.00
	Invasive Curlyleaf Pondweed treatment and EWM to be determined if plants are present and at nuisance levels. Separate estimate or verbal cost for approval.			
2	Mileage/Travel	150.00		300.00
	Subtotal for services above			2,785.00
	Cattail Treatment			
1	Estimated Product and application for managing existing areas	275.00		275.00
	Optional: Part of Total for budgeting			
250	250 pounds Fathead Minnows	7.00	LB	1,750.00
	Mileage - Fish Delivery, Oxygen, Travel.	175.00		175.00

To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, their agents and employees from and against third-party claims, resulting in direct damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, injury or destruction of tangible property, including loss of use resulting there from, but only to extend caused by the willful, negligent acts or omissions of the Indemnifying Party or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate other rights or obligations of indemnity which would otherwise exist.

SUBTOTAL
SALES TAX (0.0%)
TOTAL

Acceptance of Proposal: The above prices, specifications and conditions are hereby accepted per the client signature below. Aquatic Biologists, Inc. authorized to do the work as specified. A downpayment has been submitted and remainder of payment will be made according to the TERMS.



N4828 Highway 45 S., Fond du Lac, WI 54937
 (920) 921-6827 800-442-6648
 Fax: (920) 921-1690

Specialists in Lake & Pond Management, Services, & Supplies

Estimate

DATE	ESTIMATE #
1/13/2025	3287

BILL TO NAME / ADDRESS
c/o Dave Molitor Village of North Prairie 130 N. Harrison St. North Prairie, WI 53153

SHIP TO / WORK SITE
Village of North Prairie North Prairie, WI 53153

PROJECT	Estimate Valid Until	ABI PROJECT REP	PAYMENT TERMS
	11/30/2025	RWL	Net 30

QTY	DESCRIPTION	PRICE EACH	UM	TOTAL
	Subtotal for Minnows if approved. Please send current fish farm license for our files.			2,200.00

<small>To the fullest extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, their agents and employees from and against third-party claims, resulting in direct damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, injury or destruction of tangible property, including loss of use resulting there from, but only to extend caused by the willful, negligent acts or omissions of the Indemnifying Party or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate other rights or obligations of indemnity which would otherwise exist.</small>	SUBTOTAL	\$4,985.00
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$4,985.00

Acceptance of Proposal: The above prices, specifications and conditions are hereby accepted per the client signature below. Aquatic Biologists, Inc. authorized to do the work as specified. A downpayment has been submitted and remainder of payment will be made according to the TERMS.

CLIENT SIGNATURE _____

DATE ____ / ____ / ____



2025 Fish Order Form

N4828 Highway 45 S.
Fond du Lac, WI 54937
1-800-442-6648
(920) 921-6827 Fax: (920) 921-1690
info@aquaticbiologists.com
www.aquaticbiologists.com

Specialists in Lake & Pond Management, Consulting, Services & Supplies

Fathead Minnows are the most important fish in any lake or pond management program.
We recommend stocking about 100 - 200 lbs. per surface acre in most water bodies.

Fathead Minnows are our #1 selling fish species!

Fathead Minnows	100-200 lbs./acre	50-100 lbs.	\$7.50/lb.	
Sold In 25 Pound Increments	(About 220/lb.)	125-250 lbs.	\$7.00/lb.	
(1000+ lbs. Call for pricing)	Minimum 50lbs	275-475 lbs.	\$6.75/lb.	
		500-1000 lbs.	\$6.25/lb.	

Fathead Minnow Delivery Rates:

Distance (Fond du Lac, WI to Your Pond)	0-24 Miles	25-49 Miles	50-74 Miles	75+ Miles
Minnow Delivery/Oxygen/Mileage	\$75	\$125	\$175	Call for Pricing

Labor Surcharge of \$125 for ponds further than 500 feet from truck/trailer access

Spring Stocking	March-June	<input type="checkbox"/>
Fall Stocking	September-December	<input type="checkbox"/>

Minnow Orders In Before March 15th Will Ensure Spring Delivery And No Later Than October 15th For Fall Delivery

<p style="text-align: center;">All Fish Are Health & VHS Certified</p> <p>A current Fish Farm License or WI DNR fish stocking permit is required before order confirmation. Please return permit or license with order form. We will assist you, if you need help.</p>	Delivery Fee	
	Total	
	Tax	
	Total Amount Due	

Customer/Business Name _____ Type 1 License _____ DNR Permit _____

Mailing Address _____

Delivery Address _____

Customer Would Like to be There _____ Delivery Driver to Call When Close _____

Phone _____ Email _____






All Orders Subject to Availability and Supply.

Order Date _____ Taken by _____ Delivery Date _____ Delivered by _____ Supplier _____

Gamefish Orders on Reverse Side

Fall 2025 Gamefish

\$500 Minimum Gamefish Order Not Including Delivery and Tax. Separate from Minnow Delivery

	Hybrid Bluegill	500-1,000/acre	3-5"	\$1.75/ea.	
	Regular Bluegill (Circle to Specify)		4-6"	\$3.25/ea.	
	Largemouth Bass	25/acre	6-8"	\$8.50/ea.	
	Yellow Perch	300-500/acre	4-6"	\$3.25/ea.	
			5-7"	\$4.25/ea.	
	Walleye	25/acre	6-8"	\$6.50/ea.	
			8-10"	\$8.50/ea.	
	Black Crappie	100/acre	4-5"	\$3.00/ea.	
			5-7"	\$3.75/ea.	

Larger sizes available upon request, call for more information.

Gamefish Delivery Rates (Additional And Separate From Minnow Deliveries):

Distance (Fond du Lac, WI to Your Pond)	0-24 Miles	25-49 Miles	50-74 Miles	75+ Miles
Minnow Delivery/Oxygen/Mileage	\$175	\$225	\$275	Call for Pricing

Labor Surcharge of \$125 for ponds further than 500 feet from truck/trailer access

Other Species Available (call for pricing and availability): Smallmouth Bass, Channel Catfish, Northern Pike, Tiger and Pure Muskie, Brook, Brown, and Rainbow Trout

<p align="center">All Fish Are Health & VHS Certified</p> <p>A current Fish Farm License or WI DNR fish stocking permit is required before order confirmation. Please return permit or license with order form. We will assist you, if you need help.</p>	Delivery Fee	
	Total	
	Tax	
	Total Amount Due	

Customer/Business Name _____

Type 1 License _____ DNR Permit _____

Mailing Address _____

Delivery Address _____

Customer Would Like to be There _____ Delivery Driver to Call When Close _____

Phone _____ Email _____

All Orders Subject to Availability and Supply. Gamefish Orders that are canceled by the Customer will incur a 25% fee.

Fall Orders NO LATER Than August 15th.

Order Date _____ Taken by _____ Delivery Date _____ Delivered by _____ Supplier _____



Kendall Adam
 820 Corporate Ct.
 Waukesha, WI 53189

Phone: (262) 352-2471

Customer Information

BILL TO:

Village of North Prairie
 130 N HARRISON ST
 NORTH PRAIRIE, WI 53153

Phone: 2624709425

SERVICE LOCATION:

Fire Dept
 108 N OAKRIDGE DR
 NORTH PRAIRIE, WI 53153

Phone: 2624709425

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Recommended	Total Price
Broadlands Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$1,089.31
Fire Dept	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$70.55
Prairie Village Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$762.51
Veterans Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$693.20
Village Hall	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$91.59
Water Tower	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$162.15

Subtotal: \$2,869.31
 Total Sales Tax Amount: \$143.48
 Grand Total: \$3,012.79

Description:

Standard Terms and Conditions

1. **Term.** The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. **Price Increases.** (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any Increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. **Check processing policy.** ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to Inspect** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties.** Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (MAAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____

REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____

Customer Signature: _____ Date: _____

AUTHORIZED AGENT/CUSTOMER

In compliance with Wisconsin law and rules of the Department of Agriculture, Trade and Consumer Protection, TruGreen will provide you, at your request, the following information in writing prior to the application of any pesticide to your lawn, trees or shrubs:

- Common chemical or brand name of pesticide
- The pesticide label of the pesticide to be applied
- The date on which the application will be applied
(This date will be provided to you verbally if you consent to such notification)
- The name, address and telephone number of a contact person at our office from whom you may obtain further information about our application

Please be assured that if you do not request the above information, TruGreen will continue to provide you, at the time of each pesticide application, specific information about the product(s) applied, as well as any pertinent post-application precautions as stated on the pesticide label. As always, you may contact us anytime at 1-800-TruGreen for information about the products we use.

Signature:

Email: AdamKendall@trugreenmail.com

DPW – MONTHLY ROUTINES FOR JANUARY

1. At the beginning of each month bills/receipts from the previous month along with payroll must be turned into Village Clerk. Preferably as soon as possible. That goes for all future months.
2. Monthly report to all members of the Board.
3. Keep patrol trucks loaded with salt, first, load of salt for a storm should be picked up prior to storm from Waukesha County DPW main shop on Grandview Blvd. During storms you can get loaded at sub-station in North Prairie.
4. Keep up with greasing and anti-seize on the plow wing on 104, lack of lube will slow down movement of wing up and down and pivoting.
5. In the event of cold weather, 0 or below, add anti-gel to fuel during plowing operations. Always put Bio-Kleen into fuel if trucks will be sitting parked for a period to prevent algae growth. Mostly over summer months
6. Removal of Christmas Decorations on Main Street and Hwy 59 need to be down by January 15th. Contact is on the phone list as Wisconsin Electric/Debbie. Any questions re: Christmas lighting
7. Take down Christmas decorations at Village Hall and return to DPW shop as soon as Village Clerk wants them down. Or by the 10th for sure.
8. Check stock supplies for street signs and posts. Order from Lange signs if needed. Sometimes it takes a bit to get in certain stock.
9. Equipment repair on trucks as needed. Check oil, washer fluid, anti-freeze, etc.
10. January brings out the salesman, as they know you have a new budget, be prepared to say no.

DPW – MONTHLY ROUTINES FOR FEBRUARY

1. Monthly bills, payroll and report.
2. Keep trucks loaded and fueled ready to go.
3. Keep equipment greased and check oil in vehicles.
4. Village Hall Maintenance if you have spare time. Plowing takes precedence but drywall touch up, light bulb replacement as needed.
5. Start getting final info together for NR216/MS4 Annual Report.
6. Preparing community room for voting as needed.
7. Meet with contractors for summer projects if warranted.
8. You may need to attend several webinars or seminars in February or March regarding road maintenance or Salting.
9. February is typically a slow month. Keep yourself amused.

DPW – MONTHLY ROUTINES FOR MARCH

1. Monthly bills, payroll and report.
2. Begin putting final numbers together for MS4 Permit. Ruekert & Mielke will fill out and file the actual permit/annual report, but we are required to take all the pictures of ponds, basins and outfalls and report on each one. The reporting will be done any time after May. I typically do reports in September or October after summer's needs have slowed down. You will also have to keep track of all the salt/salt-sand mix used. I get all the info to R&M by March 15th.
3. Weather permitting, in mid-March you may be able to start to return summer equipment to the shop for early maintenance. No real rush as you have the beginning of April to get things ready.
4. Usually, several events or webinars regarding road maintenance and salting seminars put on by the State, county or R&M.

5. Typically, the North Prairie Athletic Association NPAA will be getting a hold of you at the beginning of March to set up soccer. They like to begin practice in the 2nd or 3rd week with games starting in April. This is all dependent on field conditions and weather.
6. Get a hold of the portable toilet company when you know a start date so you can arrange to have toilets set up.
7. Weather permitting you may be able to do snowplow damage clean up. If not wait until the beginning of April, although you may already have complaints coming in.
8. You may be turning on pump hose owned by the Village on Main Street. Working on a plan to shut it down for the winter, it is not in place yet as the typing of this letter??????

DPW – MONTHLY ROUTINES FOR APRIL

1. Remember monthly Bills, payroll and report.
2. Possible snowplow damage repairs if not already done
3. Grass cutting may begin depending on the weather
4. If you have not brought equipment back to the shop start now. Spring equipment maintenance should begin in the event grass cutting starts early. While inspecting equipment you may find parts that need replacement. Typically, John Deere has them the next day. But in some cases, they may be backordered. Plan ahead, be sure you have the parts here so cutting can start if needed Also we stock a number of parts for the machines in last cabinet/ next to yellow safety cabinet
5. If you laid out soccer and only put one coat of paint on you may want to get a second coat on the fields in the event of heavy rains. The rain will wash off lines, also when grass starts growing it will push paint up and lines will be cut off with mower.
6. Turn on water to little houses at Veterans Park. Shut off is in the outside men's room at Village Hall, turn on valve then go down

into underground pit/plumbing area by northeast corner of tennis courts. Shut off the valve that is open inside pit. From there go down too little houses and shut off open spicket. That should complete the process. Pay attention in the event the sprinklers have turned themselves on. Handle if needed.

7. Put out garbage cans in parks for soccer.
8. If Village is still cutting the corner of 59 and Hwy E/Main Street you will need to get out bid to State for that, also for Water Trust.

DPW - MONTHLY ROUTINES FOR MAY

1. Bills, payroll and report for previous month.
2. Typically, by now you are cutting grass.
3. Begin getting shrub and flower beds in shape for the season. Wood chips have been coming from Waukesha Landscape Supply on Arcadian Ave in Waukesha. The color has been brown. Working on buying state certified playground chips from them also using Fairway Transit for trucking. ?????
4. By about the 10th to the 15th of the month start preparing the ball fields. Although you will have soccer still set up, prepping the fields early will free you up for other needed things that come along. Games typically start the last week of May or the 1st week of June.
5. You may also have Tournaments at Veterans Park in May, field requires prep, set-up, lines painted. Sometimes early May???
6. Typically refresh wood chips in dug outs every 2 years or as needed. At some point, removal of old chips will be needed.
7. Spray weeds on ball diamonds with Judgement Day, helps slow down weed growth.
8. Wood chips overcoated every 2 years in playgrounds, edge beds of playgrounds, spray weeds yearly.
9. By end of May remove soccer goals for baseball.

DPW – MONTHLY ROUTINES FOR JUNE

1. Bills, payroll and report as always
2. Continue your landscaping of all areas as needed. Typically, you will not be done b-4 June 1st. although I am old and move a little slower than you, so possibly you are all done already.
3. Baseball season is in full swing now, schedules are in your hands so dragging fields for games is typical. Lining fields and painting foul lines is the norm.
4. June is usually raining with grass growing, keep machines greased and ready for action. Especially the spindle for the blades on all decks.
5. Keep in mind the horseshoe pits, they need to be rototilled with small tiller and raked. They may need some updating in the future so be prepared to sell that to your committee. Wood is rotting, asphalt is heaving. Keep them up best you can.
6. You will need to spray the Tennis Courts, weed wack off the dead stuff and generally stay on top of keeping them cleaned up. Weeds grow out of the little squares rapidly.
7. For the record you c
8. CANNOT DRIVE ANY VEHICLES ON THOSE TILES AND TURN OR HAVE MOWER TURNED ON WHEN DRIVING OVER THE TILES. IT WILL BLOW TILES APART. SPARE TILES ARE ABOVE DPW OFFICE IN BOXES.

DPW – MONTHLY ROUTINES FOR JULY

1. Monthly bills, payroll and report
2. Baseball will still be going on through about the 3rd or last week. But grass cutting may have slowed down. Now would be the time to do a check of street signs that may need replacement. This can be a grueling process; we will be sure and talk about it before you take over. Need to have a program in place.
3. Most likely you will have a few more tournaments on the weekend in July. Requires someone to work Saturday and Sunday. Work it out with your crew. Take turns if you have a crew that works with you.
4. Cut areas for NR216 with rough cut mower. You will most likely need to make arrangements with Ruekert and Mielke for a training session on site here in the Village. This will be discussed with you b-4 I leave. If not, then R&M is the best bet moving forward. There are training courses you will be required to attend each year.
5. Spray the weeds on Harrison Street if not already done, or spray again if needed.

DPW - MONTHLY ROUTINES FOR AUGUST

1. Bills, payroll and report.
2. August is a chance to take a breath and catch up on things that may have gotten left behind?????
3. Good time for road repairs if needed, shouldering if needed.
4. Spray ball diamonds again and continue dragging them to keep weeds down. One time a week with the dragging should keep them looking goods.
5. Soccer will be restarting mid-August. You will have to measure, layout and mark the fields for the fall season.
6. Possibly re cut out lots for NR216
7. There are always a pile of things that come up throughout the year. So again, good month to play catch up.
8. Budget time is coming, start thinking about the next year's needs.

DPW - MONTHLY ROUTINES FOR SEPTEMBER

1. Bills, payroll and report.
2. Soccer will be in full force for this month and the next, so we need to keep lines freshened up.
3. Again, winding down with yard work but Harvest Fest may be coming up, lots to set up for, 1 week of running around trying to please everyone. Don't let it get to you. It will end the next week by Tuesday if you have enough volunteers. Good luck!
4. Typically, we have a Bee problem every September b-4 Harvest Fest. Call Bee man to take care of. DON'T TRY YOURSELF!
5. Again, time to play catch up on any items not done yet.
6. It is budget time, so you will need to put together the budget for your departments, which you will be learning about throughout the year. What are the needs??

DPW – MONTHLY ROUTINES FOR OCTOBER

1. Grass cutting will be ending
2. Possible tree trimming in parks, if not done earlier
3. Clean out concession stand to make room for summer equipment
4. When done with grass cutting power wash off equipment
5. Move summer equipment to concession area
6. October 15th, turn of water to concession stand and little houses may need to find someone to blow out the system last week of October
7. Start getting plows and salters out, and prepped for installation, the earliest snowfall during my tenure was October 31st, Halloween. I was not ready and had to get equipment mounted under the gun. Suggest putting snow equipment on in the last week of October.
8. Remove bases on ball diamonds if not done already
9. Turn heaters on in bathrooms, or you can turn off water valves that are in the ceiling and winterize drainpipes. But you still need heat on for water softener in men's room closet

DPW – MONTHLY ROUTINES FOR NOVEMBER

1. Not a lot going on other than snowplowing
2. Good time for building maintenance, check lights at Village Hall and replace bulbs as needed
3. If no conversion has been done in the Village Hall Hallway consider investigation options for replacement of those lights
4. Painting rooms or cleaning of walls. As you are here longer you will find things to do during winter months

DPW - MONTHLY ROUTINES FOR DECEMBER

1. Pretty much same as November, find busy work
2. You are responsible for the Christmas dinner. Prime rib and baby back ribs. Others bring a dish to pass. Held during the day sometime before Christmas
3. If you have any questions after I retire, give me a call.