

**MEETING NOTICE AND AGENDA
VILLAGE OF NORTH PRAIRIE
Buildings & Grounds Committee
February 19, 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
Roll Call

Approve 1/27/2025 meeting minutes

1. Discuss / Action as required: Ferris and Pine Dr. road project and specs for RFP.
2. Discuss / Action as required: Notice Flyer to residents
3. Discuss / Action as required: John's Disposal Contract 1/1/2025 – 12/31/2029 with recommendation to Village Board
4. Discuss / Action as required: Park Usage contracts for Ball Diamonds/Soccer Fields with recommendation to Village Board
5. Discuss / Action as required: Discuss ball diamond work, diamond mix and request for usage of large diamond at Veteran's Park by Legacy Sports Mukwonago
6. Discuss / Action as required: Minimum-Maximum inventory of items within department.
7. Discussion / Action as required: Blinds in Admin/Clerk/Treas. Office
8. Adjourn

Jan. 14, 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.

Buildings & Grounds Committee Meeting
Minutes from Jan. 27, 2025
Village Hall, 130 N. Harrison

Call to Order: 4:00 pm

Roll Call: Trustees Cheri Lampe, Dave Shroeder, Donna Samuels: Dave Molitor-DPW

Minutes were provided from Jan. 15, 2025 meeting. Dave S. made motion to accept as presented. Cheri seconded. **Motion carried.**

1. Cheri brought information forward following up with 1/15/25 B&G meeting to clarify Electronic Recycling potential pick up dates within the Village. She spoke with Annie at COM2 Recycling Solutions. COM2 will register us with the DNT as a collector of recycled water and they will complete a report indicated total weight picked up. The village has no cost for this program nor is there a charge to residents who bring items. They DO NOT take batteries but do take most other electronic devices. In the meeting Cheri did call Annie and confirmed they will bring a box and provide people who will assist residents with drop off and then take product away the same day. Discussed where to locate the event: Village Hall, Fire Dept. or other location. It was decided to have it at Village Hall with possibly needing to have some people there to help monitor and keep the flow of traffic. It was determined 2 times a year would be a good start to see how things worked. Dates and times decided are Thursday May 15 from 4-7pm and Saturday, Oct. 11 from 9-noon. Donna made a motion to move forward working with COM2 Recycling Solutions with 2 dates as indicated for electronic recycling with COM2 bringing box, or similar, for item pick-up with workers provided by COM2 and then taking away items' same day. Cheri is to get details, and possible brochures, on acceptable items they will take. Dave S. seconded the motion. **Motion carried.**
2. Donna spoke to Chad with Midwest Painting Pros about completing the tennis fence painting project. Spoke about using the black paint the Village had already purchased but it is oil based, and he has no interest in using. He indicated it would probably cost as much in cleaning material for his equipment and labor to clean as it would save the village by using the black paint already purchased. The quote is for \$2250 to complete the project. Chad offered to donate \$1000 of the cost to the village which would leave the balance, of the bill to be paid, at \$1250.00. The Village is to provide Midwest a letter of donation, which has already been discussed with the Village Admin/Clerk. Donna made a motion to accept the quote dated Jan. 24, 2025 for \$2250 with \$1000 being donated to the Village for a total cost of \$1250.00 Cheri seconded motion. **Motion carried.**
Dave M. was instructed to obtain receipts from the paint purchased, call vendors to be sure they will take back prior to running around to see if they would return for either credit or store credit.

3. Discussed the quote provided by Proven Power for John Deere Tractor owned by the Village. The quote is for a power steering cylinder, O-rings, seals and seal spacers. Total is \$3097.06. Dave S. asked Dave M. how many hours are on the machine and was told 4065 hours. Dave S. then asked if a lot of maintenance and cost have been associated with the machine. Dave M. stated that there has not been. Dave M. indicated a new bucket assembly was recently purchased. Other than that mostly general maintenance. Dave M. explained issues with oil leaking from various locations, but this should take care of items of concern. The one thing that is not included in the quote was a cost to fix the forward/reverse hydrostatic lever and the “safety neutral” position. This was not requested at drop off. Dave M. was then asked. if this would then take care of all issues associated with the tractor and he indicated it would. Donna made a motion to accept the quote from Proven Power dated Jan. 22, 2025, in the amount of \$3097.06 and to allow an expenditure not to exceed \$4000 to include the added safety neutral switch expenditure. Should the cost exceed the \$4000 Dave M. will need to return to committee for approval. Dave S. seconded motion. **Motion carried.**
4. Tabled until next meeting to obtain further detailed information on costs and funds available to purchase.
5. Tabled until next meeting to obtain the entire contract for review as we only had amendment sent by John’s.

Donna made motion to adjourn at 5:13. Seconded by Dave S. **Motion carried.**

Respectfully submitted,

Donna Samuels
Buildings & Grounds Chair

**ADVERTISEMENT FOR BIDS
VILLAGE OF NORTH PRAIRIE
LOCAL ROAD WORK**

The Village of North Prairie is requesting bids for a roadwork projects.

1. Pulverize and Re-Paving

Approximately 2904 lineal feet of roadway. The street section includes all of Ferris Dr. and Pine Dr.

Please provide an option for Ferris Dr. from Morrissey Dr. to Austin Dr, approximately 1795 lineal feet and all of Pine Dr, approximately 106 feet.

Location maps and specifications documents for all projects are available from the Village offices.

Sealed bids will be accepted until 5:00 P.M. on March 14th, 2025 and will be opened at 4:00 P.M. on March 19th at a meeting of the Village Public Works, Buildings & Grounds Committee.

The Village of North Prairie has the right to accept or reject any or all bids and further, to award the contract to the bidder, who, in the judgment of the Village, will best serve the interest of the Village of North Prairie.

VILLAGE OF NORTH PRAIRIE
Evelyn Etten
Administrator/Clerk/Treasurer

Village of North Prairie
Pulverize & Repave Specs (revised 03/21)

The Village of North Prairie is requesting a bid for pulverizing and repaving of a road sections in the Village. The general specifications for this work is as follows.

- Full depth pulverizing of existing surface to with mix the existing base material. Grade and compact the mixed material. Use of a pads foot roller and smooth drum roller is required for the compaction process. Allow for proof roll to be inspected by authorized Village individual. Allowable deflection is no more than ½". If greater than ½" deflection, excavation below subgrade and backfill with crushed aggregate is allowable.
- All driveways along the project shall be saw-cut back a minimum of 4' from the edge of the pavement and removed, no drive can have more then a 1/12 pitch to the height of the new roadway surface. Drives shall then be paved with 3" of asphaltic concrete surface course material as specified below. Appropriate grade shall be maintained in order to avoid pooling of water in the flow line.
- Fine grade and roll the mixed roadway material to provide a 2% crown. Roadway shall then be paved in two courses:

2 ¼" asphaltic concrete binder course 3 LT 58-28 S, per State Specification 460.2

1 ¾" asphaltic concrete surface course 4 LT 58-28 S, per State Specification 460.2

- Follow State Specification 460.2.5 for maximum recycle content in binder and surface courses. All road sections will use Wisconsin DOT mot mix asphalt (HMA) mix design. Tack coat oil per State Specification 455.2.5, CSS-1h, shall be applied between the asphalt courses.

Provide one foot shoulder on each side of roadway. Shoulder material shall be 3/8 crushed limestone (tb), unless stated otherwise.

Provide one foot gravel shoulder on each side of roadway on Ferris Dr and Pine Dr with the exception of _____

Provide one foot paved monolithic with the road on both sides of Ferris Dr where indicated following road paving specifications.

- Work to be completed by August 31st, 2025.
- This is a state funded LRIP project.
- Provide certificate of insurance to Village if contract is awarded to you prior to work commencing.

1. Ferris Dr from Morrisey to termini

Approx length: 2798 feet

Pavement width: 24 feet

Shoulder width: 1 foot

2. **Pine Dr. from Ferris Dr to termini**

Approx length: 106 feet

Pavement width: 24 feet

Shoulder width: 1 foot

Option 1

1. **Ferris Dr. from Morrisey Dr. to Austin Dr.**

Approx. length: 1795 feet

Pavement width: 24 feet

Shoulder width: 1 foot

2. **Pine Dr. from Ferris Dr. to termini**

Approx length: 106 feet

Pavement width: 24 feet

Shoulder width: 1 foot

THIS NOTICE APPLIES TO VILLAGE OF NORTH PRAIRIE RESIDENTS
Notice 2025

Holiday Garbage and Recycling Schedule

Memorial Day – Monday, May 26
Collection will be delayed by one day.

Thanksgiving Day – Thursday, November 27
Collection will have no delay

Independence Day – Friday, July 4
Collection will have no delay

Christmas Day – Thursday, December 25
Collection will have no delay

Labor Day – Monday, September 1
Collection will be delayed by one day.

New Year's Day – Thursday, January 1, 2026
Collection will have no delay

Garbage carts MAY ONLY be placed in the apron of your driveway, NOT IN the street or in front of mailboxes.

The garbage (brown cart) is emptied weekly. The recycling (green cart) is emptied every other week and not emptied by the bulk collection crews. Large items, extra cans or bags can be taken with the bulk collections. Construction materials and electronics **are not to be** included in bulk collection.

Residents must call JOHNS office to schedule bulk item(s) pickup once per month at no charge. Additional bulk items collections are available throughout the month, for a charge by calling 262.473.4700. Bulk item collection includes multiple large bulky items that will not fit into the garbage cart. **Bulk items not “called in” will not be collected.**

Acceptable bulk items:

appliances
sofa, mattress, chair
rolled carpeting in 4' lengths
extra bagged garbage
motor oil, antifreeze, car batteries
2 tires

Unacceptable bulk items:

yard waste
electronics (see CED section)
hazardous materials
liquid paint
loose construction material

CED Recycling Information (Covered Electronic Devices)

The Village and COM2 Recycling Solutions will be hosting two “**Free CED Recycling Events**” at Village Hall. The first is May 15, 4-7pm. The second is October 11, 9am-noon. Some acceptable CED items are: CRT/LCD Tv’s, Computers, Routers/Modems, Printers, VCRs/DVRs and Cell Phones to name a few. Additional information and items accepted by COM2 Recycling Solutions is available on the Village website. **DO NOT put CED items out for John’s Disposal to pick-up.** You may also visit www.waukeshacounty.gov/recycling/ for more information.

Village of North Prairie Information

Phone: 262-392-2271

clerk@northprairiewi.gov

Website: www.northprairie.gov

Village Hall is open Monday and Friday 9:00am – 5:00pm, Wednesday 9-1pm, subject to change.
The Administrator/Clerk is in the office Tuesday and Thursday but closed to public.
Village Hall is closed ALL Federal Holidays and last Friday of each month.
Village Board monthly meetings are the 2nd Thursday, 6:30 p.m. in Village Hall
Plan Commission monthly meetings are the Tuesday prior to Village Board Meetings, 6:30 p.m.

Monarch Restoration / Friends of North Prairie Native Gardens / North Prairie

Friends of North Prairie Native Gardens is a group of citizen volunteers with a common interest – create butterfly habitats to help restore the declining Monarch butterfly population and provide a home for other pollinators and beneficial insects. Community gardens are located in Prairie Village Park, and two smaller gardens, at Village Hall; at the south entrance to the parking lot and along the south side of Village Hall.

www.fnpnfg.com Facebook page is Friends of North Prairie Native Gardens

Mark Your Calendars for 2025

- April 1 - General Election @ Village Hall
- April 26 - Drug take back 10am-2pm @ Village Hall
- May-all month - No mow May @ your neighborhood
- August 13 - Fall Primary Election @ Village Hall
- September 12-14 - Harvest Fest @ Veteran's Park
- December 6 - Breakfast with Santa @ Village Hall

Prescription / Over-The-Counter Medicine Collection Program

The Waukesha County Sheriff's Office, in partnership with CVS Pharmacy, has recognized that the abuse of prescriptions and over-the-counter medications are a growing concern to the residents of Waukesha County.

The proper safe disposal of these medications is imperative to keeping our communities and environment safe. For your convenience in disposing of unwanted prescriptions and over-the-counter medicine, three CVS drop boxes have been placed in three different locations throughout Waukesha County. Waukesha County Sheriff Office, Pewaukee City Hall and the Village of Sussex. Visit www.waukeshacounty.gov/MedicationCollection/ for more information.

VILLAGE OF NORTH PRAIRIE
130 N. Harrison Street
North Prairie, WI 53153

PRSRT STD ECRWSS U.S. POSTAGE PAID EDDM Retail
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*****ECRWSS*****

LOCAL POSTAL CUSTOMER

GARBAGE & RECYCLING COLLECTION CONTRACT

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

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

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

Allowable Co-mingled recyclables shall include:

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

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

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

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

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

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

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

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

SECTION 8. Collection Method.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

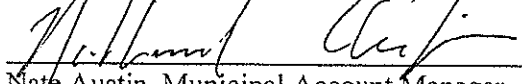
SECTION 21. Collection of Data. The Contractor will provide the Village with monthly weights of refuse and recyclables. The Contractor will assist the Village with grant applications and any other requirement of the DNR and submitting information to the State. The Contractor, will assist the Village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

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

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

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

JOHN'S DISPOSAL SERVICE, INC.



Nate Austin, Municipal Account Manager

12/15/20

Date

THE VILLAGE OF NORTH PRAIRIE



Gary Nickerson, Village Board President

9-10-2020

Date

AMENDMENT NO. 1 TO AGREEMENT

For The Garbage and Recycling Collection Contract

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

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

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

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

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

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

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

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

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

JOHNS DISPOSAL SERVICE, INC.

Nate Austin, Municipal Account Manager

Date

THE VILLAGE OF NORTH PRAIRIE

Deborah Hall, Village Board President

Date



Fw: Johns Disposal / North Prairie Contract Extension

From Donna Samuels <donna.samuels@northprairiewi.gov>
Date Fri 2/14/2025 1:35 PM
To Donna Samuels <blacktandog2@hotmail.com>

Get [Outlook for iOS](#)

From: Donna Samuels <donna.samuels@northprairiewi.gov>
Sent: Monday, January 27, 2025 2:52:25 PM
To: Donna Samuels <blacktandog2@hotmail.com>
Subject: Fw: Johns Disposal / North Prairie Contract Extension

Get [Outlook for iOS](#)

From: Nate Austin <nate@johnsdisposal.com>
Sent: Thursday, December 26, 2024 11:06:32 AM
To: Donna Samuels <donna.samuels@northprairiewi.gov>
Cc: Village Clerk <clerk@northprairiewi.gov>
Subject: Re: Johns Disposal / North Prairie Contract Extension

Donna -

Thank you for taking a few minutes to connect with me on the phone about our active proposal with the Village. Per our conversation, I have included Evelyn in this email for review. Below is our rate history with the Village over the current contract cycle. We are interested in extending our service contract with no changes (i.e. just updating dates & rates) for five years which is the industry standard term length. We're offering this at just a CPI increase for next year. Johns has had a great partnership with the Village over the years and we receive very few complaints from residents - we'd just like to keep this going.

North Prairie, Vill - Monthly Rate History				
Year	Garbage	Recycle	Bulk	Total
2020	\$10.90	\$4.95	included	\$15.85
2021	\$10.90	\$4.95	included	\$15.85
2022	\$10.90	\$4.95	included	\$15.85
2023	\$11.60	\$4.95	included	\$16.55
2024	\$11.92	\$5.09	included	\$17.01
2025	\$12.21	\$5.21	included	\$17.42
2026	CPI	CPI	included	\$0.00
2027	CPI	CPI	included	\$0.00
2028	CPI	CPI	included	\$0.00
2029	CPI	CPI	included	\$0.00

2/14/25, 1:47 PM

Fw: Johns Disposal / North Prairie Contract Extension - Donna Samuels - Outlook

Sincerely,

On Thu, Dec 26, 2024 at 7:41 AM Donna Samuels <donna.samuels@northprairiewi.gov> wrote:

Good morning Nate....I was not aware that this was outstanding. Thanks you for getting this to me. I can present this to our committee for discussion and then to the Village Board to final approval in January.

If you are available this morning you can give me a call to discuss further. If not you can respond to my email with additional information if preferred. I'm assuming that rate in arise is a function of recycling charges, costs associated with retaining employees (wages, insurance, etc). These are the issues I discuss with Wayne when I receive a rate increase with our business.

Hope you had a nice Christmas,
Donna Samuels
262-337-0701
Sent from my iPad

On Dec 24, 2024, at 1:13 PM, Nate Austin <nate@johnsdisposal.com> wrote:

Good Afternoon Donna -

I was given your contact information by Dave Schroeder as the North Prairie village trustee in charge of garbage! I know that the holidays are upon us, but we do have some year end business to work through when you have some time.

I have attached our rate request / contract extension letter in this email for your review. When you have time in the next week or so, please give me a call at 262-473-9027 so I can explain this a little bit and the process that typically surrounds the letter.

Thank you for your time - and Merry Christmas!

Nate

--

Nate Austin
Municipal Account Manager

Johns Disposal Service, Inc. | 262-473-4700 ext. 224
Family Owned & Operated Since 1969 | johnsdisposal.com

<Johns North Prairie, Village 2025 Rates & Ext. Proposal.pdf>

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Nate Austin
Municipal Account Manager

Johns Disposal Service, Inc. | 262-473-4700 ext. 224

USE AGREEMENT – SOCCER FIELDS

BETWEEN
THE VILLAGE OF NORTH PRAIRIE
AND
NORTH PRAIRIE ATHLETIC ASSOCIATION, INC.

This Use Agreement – Soccer Fields (the "Agreement") is entered into by and between the VILLAGE OF NORTH PRAIRIE (the "Village") and the NORTH PRAIRIE ATHLETIC ASSOCIATION, INC., a Wisconsin non-stock corporation (the "User") and is effective as of January 1, 2025 (the "Effective Date"). Referenced together, Village and User are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Village owns and operates the following parks, all located in the Village of North Prairie, Wisconsin:

1. Broadlands Park – Upper located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Upper Park"); and
2. Broadlands Park – Lower located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Lower Park").

WHEREAS, User operates youth soccer leagues for children under the age of 18 and needs soccer fields to play its games and needs a place to store equipment and bleachers located at the Broadlands Upper Park and Broadland Lower Park, a paint sprayer, twelve sets of soccer goals and supplies, all owned by User (collectively, "Soccer Equipment") on or at Village property; and

WHEREAS, the Parties wish to enter into this agreement governing the use of the Broadlands Upper Park and the Broadlands Lower Park (collectively, the "Park") and the storage of the Soccer Equipment by Village.

NOW THEREFORE, the Parties, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from January 1, 2025 through December 31, 2025 and shall have a one year term. It is intended that the Agreement will be renewed in writing on a year-to-year basis and a new Agreement executed at such time. If this Agreement is not intended to be renewed, User or Village shall give a written termination notice to the other Party, which shall be delivered by December 31, 2025. This Agreement is not assignable by User.
- 2) **No Ownership Granted.** This Agreement does not grant any ownership interests to User.
- 3) **Location of Soccer Fields.** The areas User shall be allowed to use for the location of its soccer fields are as follows:
 - a) Broadlands Upper Park ("Broadlands Upper Soccer Field") – see **Exhibit A** attached hereto; and
 - b) Broadlands Lower Park ("Broadlands Lower Soccer Field") – see **Exhibit B** attached hereto.

The Broadlands Upper Soccer Field and Broadlands Lower Soccer Field are defined herein as "Soccer Field".

- 4) **Scheduling.** User will provide Village with a schedule of all spring games and practices prior to March 1, 2025 ("Spring Approved Dates"). The Spring Approved Dates shall be considered reserved if the Spring Approved Dates are received by Village on or before March 1, 2025.

User will provide Village with a schedule of all fall games and practices prior to August 1, 2025. The Fall Approved Dates shall be considered reserved if the Fall Approved Dates are received by Village on or before August 1, 2025.

The Spring Approved Dates and Fall Approved Dates are defined herein as the "Approved Dates".

Village agrees it shall not reserve or rent out the Soccer Field to a third party during the Approved Dates without prior written approval from User.

- 5) **Storage of Soccer Equipment.** User is allowed to store the Soccer Equipment on Village property at a location determined by Village, in its sole discretion ("Storage Area"). The Soccer Equipment must be clearly marked as "Property of NPAA," or similar wording. The Village and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to the Storage Equipment or any items or property left at the Park or Soccer Field by User.

- 6) **Fee Structure.** User shall pay to Village, on or before March 1, 2025, the following fees:
- a. Soccer Field use fee of \$500.00 for use of the Soccer Field during the Approved Dates ("Use Fee"); and
 - b. Storage fee of \$0.00 for the storage of the Soccer Equipment ("Storage Fee").

If User requests to use the Soccer Field at any time other than the Approved Dates for any reason, including but not limited to, tournaments, then User shall pay all fees in accordance with the fee schedule adopted by Village from time to time, that sets forth the costs and charges for the use of the Park and/or services by provided by Village ("Services"). User agrees to pay Village said fees at such time as User requests use of the Park or Services. Any tools, supplies or equipment, with the exception of the Soccer Equipment (provided User has paid the Storage Fee), which are left on Village property after October 31, 2025 will result in a \$50.00 fee per day until they have been removed.

- 7) **Seasonal Set-Up Fee.** At User's option, User may perform the initial seasonal set up of the Soccer Field under the supervision of Village Director of Public Works. If User requests Village to perform the initial seasonal set up of the Soccer Field, User shall pay Village a set up fee of \$100 for each soccer field User is requesting Village set up. These fees shall be due and payable prior to Village performing set up services.
- 8) **Deposit.** User shall pay Village a Deposit of \$0.00, which is due by March 1, 2025.
- 9) **Soccer Field; Not Exclusive Use.** This Agreement allows User use of the Soccer Field and Storage Area in accordance with this Agreement. This Agreement does not authorize exclusive use of the Soccer Field or Storage Area. The Village, members of the public or other organizations may use the Storage Area or the Soccer Field at any time with the exception of User's

use of the Soccer Field during User's Approved Dates.

- 10) **General use of the Park.** The Park is a public park and nothing in this Agreement prohibits use of the Park by the general public.
- 11) **Equipment.** User shall be solely responsible for providing and maintaining all equipment owned and used by User. Village reserves the right to refuse use of any equipment it deems unreasonable, excessive, or unsafe or that may damage the Park, Soccer Field or Storage Area.
- 12) **Cleaning; Maintenance.** During and after games, practices or tournaments, User shall be responsible for the cleaning and general maintenance of the Park and Soccer Field for the term of this Agreement. User shall make certain that the Soccer Field, Park and surrounding areas are always clean and presentable while in use. User shall be responsible for maintaining the Soccer Field and returning the Soccer Field at the end of the season in a condition equal to or better than they were received at the start of the season. Village shall be responsible for the cleaning and general maintenance at all other times. User shall clear the sideline areas, Park and Soccer Field of any and all trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal.
- 13) **Repairs.** Beyond normal wear and tear, User is responsible for any damages to the Park, Soccer Field, Storage Area and surrounding areas due to damage, waste and/or neglect caused by User or its invitees or guests. Village reserves the right to bill User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by User or its invitees and guests during the term of this Agreement.
- 14) **Supplies.** User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. User shall provide all first aid supplies to its participants, invitees, and guests. Village will spray for weeds as needed, which shall be determined by Village, in its sole discretion.
- 15) **Improvements.** Permanent improvements installed by User or its designees are not allowed without prior written approval by Village. Any permanent improvements to the Park not approved by Village will become property of Village and at Village's sole discretion, removed. Examples of permanent improvements may include but are not limited to, lighting, adding dirt to low areas, drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Village. Banners may be temporarily placed on the Park with the prior written approval of Village and in accordance with Village ordinances. Any banners placed shall be maintained in good condition or taken down if damaged. Village reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the Park, including, but not limited to, fencing, scoreboards and permanent structures.
- 16) **Insurance.** Village assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. Not less than fifteen (15) days prior to the first calendared event, User shall provide Village with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Village. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory with respect to Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

- a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.
 - b) Village of North Prairie, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits.
- 17) **Hold Harmless; Indemnification.** User agrees to protect, save, defend and hold harmless and indemnify Village and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Village officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to the Park or Soccer Field, including any liability under environmental protection laws, or interference with use of the Park or Soccer Field, arising out of or in any way connected with User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by Village, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If Village initiates legal or other action to enforce the terms of this Agreement and the outcome is in favor of Village, User shall be liable to Village or reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Village, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims.
- 18) **Consideration.** In exchange for assuming the upkeep of the Soccer Field, no other remuneration will be required from User for related expenses for the duration of this Agreement, except as provided herein.
- 19) **Copies of certificates and Approved Dates.** User shall provide copies of its certificates of insurance and Spring Approved Dates to the Village Clerk and Supervisor of Public Works by to March 1, 2025. User shall provide the Fall Approved Dates to the Village Clerk and Supervisor of Public Works by August 1, 2025.
- 20) **Termination.** Village shall notify User in writing of any conditions listed above that are not being followed by User. User will be required to resolve the defaulted condition within a reasonable amount of time and provide Village a written solution within ten (10) days. If User does not provide the written solution within ten (10) days, Village will have the right to terminate this Agreement. User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the Park is deemed unsafe or to prevent additional damage from occurring to the Park and in such case, Village is not required to give notice prior to corrective action. If Village incurs any costs for corrective action, User shall be responsible for the cost. The Supervisor of Public Works and/or Village Clerk is authorized to provide any necessary notice of termination under this Agreement or notices to correct or violation.
- 21) **User Waiver.** User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water

supply, drainage, electrical, or any systems provided by Village. Village shall not be liable for any claim if the Park, Soccer Field or Soccer Equipment are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. Village shall have no liability to User for any injury, or damage caused by third parties, or by any condition of the facilities.

- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the Park in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the Park, or other property of Village. User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, volunteer or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 25) **Notices.** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or electronic email, to the party addressed as follows:

To User:
North Prairie Athletic Association, Inc.
Attn: Director
PO Box 25
North Prairie, WI 53153
Email: npaasportsdirector@gmail.com

To Village:
Village of North Prairie
Attn: Village Clerk
130 N. Harrison Street
North Prairie, WI 53153
Email: clerk@northprairiewi.gov

Either party may designate a new address for purposes of this Agreement by written

notice to the other party.

- 26) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No claim of waiver, modification, amendment, supplement or acquiescence with respect to any provision hereof may be made by either party except on the basis of a written instrument duly executed by the other party and dated subsequent to the date hereof.
- 27) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 28) **Severability.** Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

(SIGNATURE PAGE FOLLOW)

The Parties have executed this Agreement as of the Effective Date above.

VILLAGE OF NORTH PRAIRIE

By: _____
Deborah A. Hall, Village President

**NORTH PRAIRIE ATHLETIC ASSOCIATION,
INC.**

By: _____
Name: _____
Its: _____

As approved by the Village Board of North Prairie on November ____, 2024.

EXHIBIT A

LOCATION OF SOCCER FIELD- BROADLANDS UPPER



EXHIBIT B

LOCATION OF SOCCER FIELD – BROADLANDS LOWER



USE AGREEMENT – SOCCER FIELDS

BETWEEN
THE VILLAGE OF NORTH PRAIRIE
AND
[]

This Use Agreement – Soccer Fields (the "Agreement") is entered into by and between the VILLAGE OF NORTH PRAIRIE (the "Village") and the [], a Wisconsin non-stock corporation (the "User") and is effective as of [], 20[] (the "Effective Date"). Referenced together, Village and User are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Village owns and operates the following parks, all located in the Village of North Prairie, Wisconsin:

1. [Prairie Village Park located at 600 Karin Drive, North Prairie, WI 53153 ("Village Park");
2. Broadlands Park – Upper located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Upper Park"); and
3. Broadlands Park – Lower located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Lower Park").

WHEREAS, User operates youth soccer leagues for children under the age of 18 and needs soccer fields to play its games at the Village Park, Broadlands Upper Park and Broadland Lower; and

WHEREAS, the Parties wish to enter into this agreement governing the use of the Village Park, Broadlands Upper Park and the Broadlands Lower Park (collectively, the "Park").

NOW THEREFORE, the Parties, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from January 1, 20[] through December 31, 20[] and shall have a one year term. It is intended that the Agreement will be renewed in writing on a year-to-year basis and a new Agreement executed at such time. If this Agreement is not intended to be renewed, User or Village shall give a written termination notice to the other Party, which shall be delivered by December 31, 20[]. This Agreement is not assignable by User.
- 2) **No Ownership Granted.** This Agreement does not grant any ownership interests to User.
- 3) **Location of Soccer Fields.** The areas User shall be allowed to use for the location of its soccer fields are as follows:
 - a) Village Park ("Village Park Soccer Field") – see **Exhibit A** attached hereto;
 - b) Broadlands Upper Park ("Broadlands Upper Soccer Field") – see **Exhibit B** attached hereto; and
 - c) Broadlands Lower Park ("Broadlands Lower Soccer Field") – see **Exhibit C** attached hereto.

The Village Park Soccer Field, Broadlands Upper Soccer Field and Broadlands Lower Soccer Field are defined herein as "Soccer Field".

User agrees is shall not be allowed to use the Broadlands Upper Park after May 19, 20[] due to the North Prairie Athletic Association, Inc.'s need to use the Broadlands Upper Park.

- 4) **Scheduling.** User will provide Village with a schedule of all spring games and practices prior to March 1, 20[] ("Spring Approved Dates"). The Spring Approved Dates shall be considered reserved if the Spring Approved Dates are received by Village on or before March 1, 20[], provided there is no conflict with the reservation of any Park or Soccer Field by the North Prairie Athletic Association, Inc. ("NPAA").

User will provide Village with a schedule of all fall games and practices prior to August 1, 20[]. The Fall Approved Dates shall be considered reserved if the Fall Approved Dates are received by Village on or before August 1, 20[] provided there is no conflict with the reservation of any Park or Soccer Field by the NPAA.

The Spring Approved Dates and Fall Approved Dates are defined herein as the "Approved Dates".

Village agrees it shall not reserve or rent out the Soccer Field to a third party during the Approved Dates without prior written approval from User.

- 5) **[Storage of Soccer Equipment.** User is allowed to store the Soccer Equipment on Village property at a location determined by Village, in its sole discretion ("Storage Area"). The Soccer Equipment must be clearly marked as "Property of []," or similar wording. The Village and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to the Storage Equipment or any items or property left at the Park or Soccer Field by User].

- 6) **Fee Structure.** User shall pay to Village, on or before March 1, 20[], the following fees:
- a. Soccer Field use fee of \$[500.00] for use of the Soccer Field during the Approved Dates ("Use Fee"); and
 - b. [Storage fee of \$[0.00] for the storage of the Soccer Equipment ("Storage Fee")].

If User requests to use the Soccer Field at any time other than the Approved Dates for any reason, including but not limited to, tournaments, then User shall pay all fees in accordance with the fee schedule adopted by Village from time to time, that sets forth the costs and charges for the use of the Park and/or services by provided by Village ("Services"). User agrees to pay Village said fees at such time as User requests use of the Park or Services. Any tools, supplies or equipment, [with the exception of the Soccer Equipment (provided User has paid the Storage Fee)], which are left on Village property after October 31, 20[] will result in a \$50.00 fee per day until they have been removed.

- 7) **[Seasonal Set-Up Fee.** At User's option, User may perform the initial seasonal set up of the Soccer Field under the supervision of Village Director of Public Works. If User requests Village to perform the initial seasonal set up of the Soccer Field, User shall pay Village a setup fee of \$100 for each soccer field User is requesting Village set up. These fees shall be due and payable prior to Village performing set up services].

- 8) **Deposit.** User shall pay Village a Deposit of \$[.00], which is due by March 1, 20[].
- 9) **Soccer Field; Not Exclusive Use.** This Agreement allows User use of the Soccer Field and [Storage Area] in accordance with this Agreement. This Agreement does not authorize exclusive use of the Soccer Field [or Storage Area]. The Village, members of the public or other organizations may use the [Storage Area or] the Soccer Field at any time with the exception of User's use of the Soccer Field during User's Approved Dates.
- 10) **General use of the Park.** The Park is a public park and nothing in this Agreement prohibits use of the Park by the general public.
- 11) **Equipment.** User shall be solely responsible for providing and maintaining all equipment owned and used by User. Village reserves the right to refuse use of any equipment it deems unreasonable, excessive, or unsafe or that may damage the Park, Soccer Field [or Storage Area].
- 12) **Cleaning; Maintenance.** During and after games, practices or tournaments, User shall be responsible for the cleaning and general maintenance of the Park and Soccer Field for the term of this Agreement. User shall make certain that the Soccer Field, Park and surrounding areas are always clean and presentable while in use. User shall be responsible for maintaining the Soccer Field and returning the Soccer Field at the end of the season in a condition equal to or better than they were received at the start of the season. Village shall be responsible for the cleaning and general maintenance at all other times. User shall clear the sideline areas, Park and Soccer Field of any and all trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal.
- 13) **Repairs.** Beyond normal wear and tear, User is responsible for any damages to the Park, Soccer Field, [Storage Area] and surrounding areas due to damage, waste and/or neglect caused by User or its invitees or guests. Village reserves the right to bill User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by User or its invitees and guests during the term of this Agreement.
- 14) **Supplies.** User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. User shall provide all first aid supplies to its participants, invitees, and guests. Village will spray for weeds as needed, which shall be determined by Village, in its sole discretion.
- 15) **Improvements.** Permanent improvements installed by User or its designees are not allowed without prior written approval by Village. Any permanent improvements to the Park not approved by Village will become property of Village and at Village's sole discretion, removed. Examples of permanent improvements may include but are not limited to, lighting, adding dirt to low areas, drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Village. Banners may be temporarily placed on the Park with the prior written approval of Village and in accordance with Village ordinances. Any banners placed shall be maintained in good condition or taken down if damaged. Village reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the Park, including, but not limited to, fencing, scoreboards and permanent structures.
- 16) **Insurance.** Village assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. Not less than fifteen (15) days prior to the first calendared event, User shall provide Village with evidence

of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Village. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory with respect to Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

- a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.
 - b) Village of North Prairie, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits.
- 17) **Hold Harmless; Indemnification.** User agrees to protect, save, defend and hold harmless and indemnify Village and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Village officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to the Park or Soccer Field, including any liability under environmental protection laws, or interference with use of the Park or Soccer Field, arising out of or in any way connected with User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by Village, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If Village initiates legal or other action to enforce the terms of this Agreement and the outcome is in favor of Village, User shall be liable to Village or reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Village, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims.
- 18) **Consideration.** In exchange for assuming the upkeep of the Soccer Field, no other remuneration will be required from User for related expenses for the duration of this Agreement, except as provided herein.
- 19) **Copies of certificates and Approved Dates.** User shall provide copies of its certificates of insurance and Spring Approved Dates to the Village Clerk and Supervisor of Public Works by to March 1, 20[]. User shall provide the Fall Approved Dates to the Village Clerk and Supervisor of Public Works by August 1, 20[].
- 20) **Termination.** Village shall notify User in writing of any conditions listed above that are not being followed by User. User will be required to resolve the defaulted condition within a reasonable amount of time and provide Village a written solution within ten (10) days. If User does not provide the written solution within ten (10) days, Village will have the right to terminate this Agreement. User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the Park is deemed unsafe or to prevent additional damage from occurring to the Park and in such case, Village is not required to give

notice prior to corrective action. If Village incurs any costs for corrective action, User shall be responsible for the cost. The Supervisor of Public Works and/or Village Clerk is authorized to provide any necessary notice of termination under this Agreement or notices to correct or violation.

- 21) **User Waiver.** User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by Village. Village shall not be liable for any claim if the Park, Soccer Field or Soccer Equipment are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. Village shall have no liability to User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the Park in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the Park, or other property of Village. User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, volunteer or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 25) **Notices.** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or electronic email, to the party addressed as follows:

To User:
[]
Attn: []
[]
[]
Email:[]

To Village:

Village of North Prairie
Attn: Village Clerk
130 N. Harrison Street
North Prairie, WI 53153
Email: clerk@northprairiewi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

- 26) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No claim of waiver, modification, amendment, supplement or acquiescence with respect to any provision hereof may be made by either party except on the basis of a written instrument duly executed by the other party and dated subsequent to the date hereof.
- 27) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 28) **Severability.** Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

(SIGNATURE PAGE FOLLOW)

The Parties have executed this Agreement as of the Effective Date above.

VILLAGE OF NORTH PRAIRIE

By: _____
[], Village President

[INSERT USER NAME]

By: _____
Name: _____
Its: _____

As approved by the Village Board of North Prairie on [_____], 20[].

EXHIBIT A
LOCATION OF SOCCER FIELD – VILLAGE PARK
[MARK LOCATION OF SOCCER FIELDS]



EXHIBIT B

**LOCATION OF SOCCER FIELD- BROADLANDS UPPER
[MARK LOCATION OF SOCCER FIELDS]**



EXHIBIT C
LOCATION OF SOCCER FIELD – BROADLANDS LOWER
[CONFIRM LOCATION OF SOCCER FIELDS]



USE AGREEMENT – BASEBALL DIAMONDS

**BETWEEN
THE VILLAGE OF NORTH PRAIRIE
AND
NORTH PRAIRIE ATHLETIC ASSOCIATION, INC.**

This Use Agreement – Baseball Diamonds (the "Agreement") is entered into by and between the **VILLAGE OF NORTH PRAIRIE** (the "Village") and the **NORTH PRAIRIE ATHLETIC ASSOCIATION, INC.**, a Wisconsin non-stock corporation (the "User") and is effective as of January 1, 2025 (the "Effective Date"). Referenced together, Village and User are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Village owns and operates the following parks, all located in the Village of North Prairie, Wisconsin:

1. Prairie Village Park located at 600 Karin Drive, North Prairie, WI 53153 ("Village Park");
2. Broadlands Park – Upper located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Upper Park"); and
3. Veterans Park located at off of Highway 59 behind the North Prairie municipal building, North Prairie, WI 53153 ("Veteran's Park").

WHEREAS, User operates youth baseball leagues for children under the age of 18 and needs the use of baseball diamonds to play its games and also needs to store equipment and bleachers located at Village Park and Broadlands Upper Park and a paint sprayer, which are all owned by User (collectively, "Baseball Equipment") on or at Village property as well as the use of an area at Village Park ("Storage Shed Area") for a storage shed owned by User ("Storage Shed"). The Storage Shed Area, together with any area used for the storage of the Baseball Equipment are herein defined as the "Storage Area".

For clarification purposes, Village owns all bleachers located at Veterans Park and User hereby acknowledges the same.

WHEREAS, the Parties wish to enter into this agreement governing the use of the Village Park, Broadlands Upper Park and Veterans Park (collectively, the "Park"), the storage of the Baseball Equipment by Village and the use of the Storage Area.

NOW THEREFORE, the Parties, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from January 1, 2025 to December 31, 2025 and have a one year term. It is intended that the Agreement will be renewed in writing on a year-to-year basis and a new Agreement executed at such time. If this Agreement is not intended to be renewed, User or Village shall give a written termination notice to the other Party, which shall be delivered by December 31, 2025. This Agreement is not assignable by User.
- 2) **No Ownership Granted.** This Agreement does not grant any ownership interests to User.
- 3) **Location of Baseball Diamonds.** The baseball diamonds User shall be allowed to use are as

follows:

- a) Village Park (“Village Park Baseball Diamond”) and Storage Shed Area – see **Exhibit A** attached hereto;
- b) Broadlands Upper Park (“Broadlands Upper Baseball Diamond”) – see **Exhibit B** attached hereto; and
- c) Veterans Park (“Veterans Park Baseball Diamond”) – see **Exhibit C** attached hereto.

The Village Park Baseball Diamond, Broadlands Upper Baseball Diamond and Veterans Park Baseball Diamond are defined herein as “Baseball Diamond”.

- 4) **Scheduling.** User will provide Village with a schedule of all games and practices prior to May 1, 2025 (“Approved Dates”). The Approved Dates shall be considered reserved if the Approved Dates are received by Village on or before May 1, 2025.

Village agrees it shall not reserve or rent out the Baseball Diamond to a third party during the Approved Dates without prior written approval from User.

- 5) **Storage of Baseball Equipment.** User is allowed to store the Baseball Equipment on Village property at a location determined by Village, in its sole discretion with the exception of the Storage Shed, the location of which is shown on **Exhibit A** attached hereto. The Baseball Equipment must be clearly marked as "Property of NPAA," or similar wording. Village and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to the Baseball Equipment or any items or property left at the Park, Storage Shed or Baseball Diamond by User.

- 6) **Fee Structure.** User shall pay to Village, on or before May 1, 2025, the following fees:

- a. Baseball Diamond use fee of \$500.00 for use of the Baseball Diamond during the Approved Dates (“Use Fee”);
- b. Storage fee of \$0.00 for the storage of the Baseball Equipment and use of the Storage Area (“Storage Fee”); and

If User requests to use the Baseball Diamond at any time other than the Approved Dates for any reason, including but not limited to, tournaments, then User shall pay all fees in accordance with the fee schedule adopted by Village from time to time, that sets forth the costs and charges for the use of the Park and/or services by provided by Village (“Services”). User agrees to pay Village said fees at such time as User requests use of the Park or Services. Any tools, supplies or equipment, with the exception of the Storage Shed (provided User has paid the Storage Fee), which are left on Village property after October 31, 2025 will result in a \$0.00 fee per day until they have been removed.

- 7) **Seasonal Set-Up Fee.** By May 1, 2025, User shall pay Village a seasonal set up fee of \$50 for the set up for each Baseball Diamond. These fees shall be due and payable prior to Village performing seasonal set up services.
- 8) **Deposit.** User shall pay Village a Deposit of \$0.00, which is due by May 1, 2025.
- 9) **Baseball Diamond; Not Exclusive Use.** This Agreement allows User use of the Baseball Diamond and Storage Area in accordance with this Agreement. This Agreement does not

authorize exclusive use of the Baseball Diamond or Storage Area. The Village, members of the public or other organizations may use the Storage Area or the Baseball Diamond at any time with the exception of User's use of the Baseball Diamond during User's Approved Dates.

- 10) **General use of the Park.** The Park is a public park and nothing in this Agreement prohibits use of the Park by the general public.
- 11) **Equipment.** User shall be solely responsible for providing and maintaining the Baseball Equipment owned and used by User. Village reserves the right to refuse use of any equipment it deems unreasonable, excessive, or unsafe or that may damage the Park, Baseball Diamond or Storage Area.
- 12) **Cleaning; Maintenance.** During and after games, practices or tournaments, User shall be responsible for the cleaning and general maintenance of the Park and Baseball Diamond for the term of this Agreement. User shall make certain that the Baseball Diamond, Park and surrounding areas are always clean and presentable while in use. User shall be responsible for maintaining the Baseball Diamond and returning the Baseball Diamond at the end of the season in a condition equal to or better than they were received at the start of the season. Village shall be responsible for the cleaning and general maintenance at all other times. User shall clear the sideline areas, Park and Baseball Diamond of any and all trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal.
- 13) **Repairs.** Beyond normal wear and tear, User is responsible for any damages to the Park, Baseball Diamond, Storage Area and surrounding areas due to damage, waste and/or neglect caused by User or its invitees or guests. Village reserves the right to bill User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by User or its invitees and guests during the term of this Agreement.
- 14) **Supplies.** User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. User shall provide all first aid supplies to its participants, invitees, and guests. Village will spray for weeds as needed, which shall be determined by Village, in its sole discretion.
- 15) **Improvements.** Permanent improvements installed by User or its designees are not allowed without prior written approval by Village. Any permanent improvements to the Park not approved by Village will become property of Village and at Village's sole discretion, removed. Examples of permanent improvements may include but are not limited to, lighting, adding dirt to low areas, drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Village. Banners may be temporarily placed on the Park with the prior written approval of Village and in accordance with Village ordinances. Any banners placed shall be maintained in good condition or taken down if damaged. Village reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the Park, including, but not limited to, fencing, scoreboards and permanent structures.
- 16) **Insurance.** Village assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. Not less than fifteen (15) days prior to the first calendared event, User shall provide Village with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Village. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory with respect to Village, including all of its respective

officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

- a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.
 - b) Village of North Prairie, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits.
- 17) **Hold Harmless; Indemnification.** User agrees to protect, save, defend and hold harmless and indemnify Village and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Village officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to the Park or Baseball Diamond, including any liability under environmental protection laws, or interference with use of the Park or Baseball Diamond, arising out of or in any way connected with User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by Village, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If Village initiates legal or other action to enforce the terms of this Agreement and the outcome is in favor of Village, User shall be liable to Village or reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Village, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims.
- 18) **Consideration.** In exchange for assuming the upkeep of the Baseball Diamond, no other remuneration will be required from User for related expenses for the duration of this Agreement, except as provided herein.
- 19) **Copies of certificates and Approved Dates.** User shall provide copies of its certificates of insurance and Approved Dates to the Village Clerk and Supervisor of Public Works prior to May 1, 2025.
- 20) **Termination.** Village shall notify User in writing of any conditions listed above that are not being followed by User. User will be required to resolve the defaulted condition within a reasonable amount of time and provide Village a written solution within ten (10) days. If User does not provide the written solution within ten (10) days, Village will have the right to terminate this Agreement. User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the Park is deemed unsafe or to prevent additional damage from occurring to the Park and in such case, Village is not required to give notice prior to corrective action. If Village incurs any costs for corrective action, User shall be responsible for the cost. The Supervisor of Public Works and/or Village Clerk is authorized to provide any necessary notice of termination under this Agreement or notices to correct or violation.

- 21) **User Waiver.** User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by Village. Village shall not be liable for any claim if the Park, Baseball Diamond or Storage Area are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. Village shall have no liability to User for any injury, or damage caused by third parties, or by any condition of the facilities.
- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the Park in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the Park, or other property of Village. User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, volunteer or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 25) **Notices.** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or electronic email, to the party addressed as follows:

To User:
North Prairie Athletic Association, Inc.
Attn: Director
PO Box 25
North Prairie, WI 53153
Email: npaasportsdirector@gmail.com

To Village:
Village of North Prairie
Attn: Village Clerk
130 N. Harrison Street
North Prairie, WI 53153
Email: clerk@northprairiewi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

- 26) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No claim of waiver, modification, amendment, supplement or acquiescence with respect to any provision hereof may be made by either party except on the basis of a written instrument duly executed by the other party and dated subsequent to the date hereof.
- 27) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 28) **Severability.** Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

(SIGNATURE PAGE FOLLOW)

The Parties have executed this Agreement as of the Effective Date above.

VILLAGE OF NORTH PRAIRIE

By: _____
Deborah A. Hall, Village President

**NORTH PRAIRIE ATHLETIC ASSOCIATION,
INC.**

By: _____
Name: _____
Its: _____

As approved by the Village Board of North Prairie on November ____, 2024.

EXHIBIT A

LOCATION OF BASEBALL DIAMOND AND STORAGE SHED – VILLAGE PARK

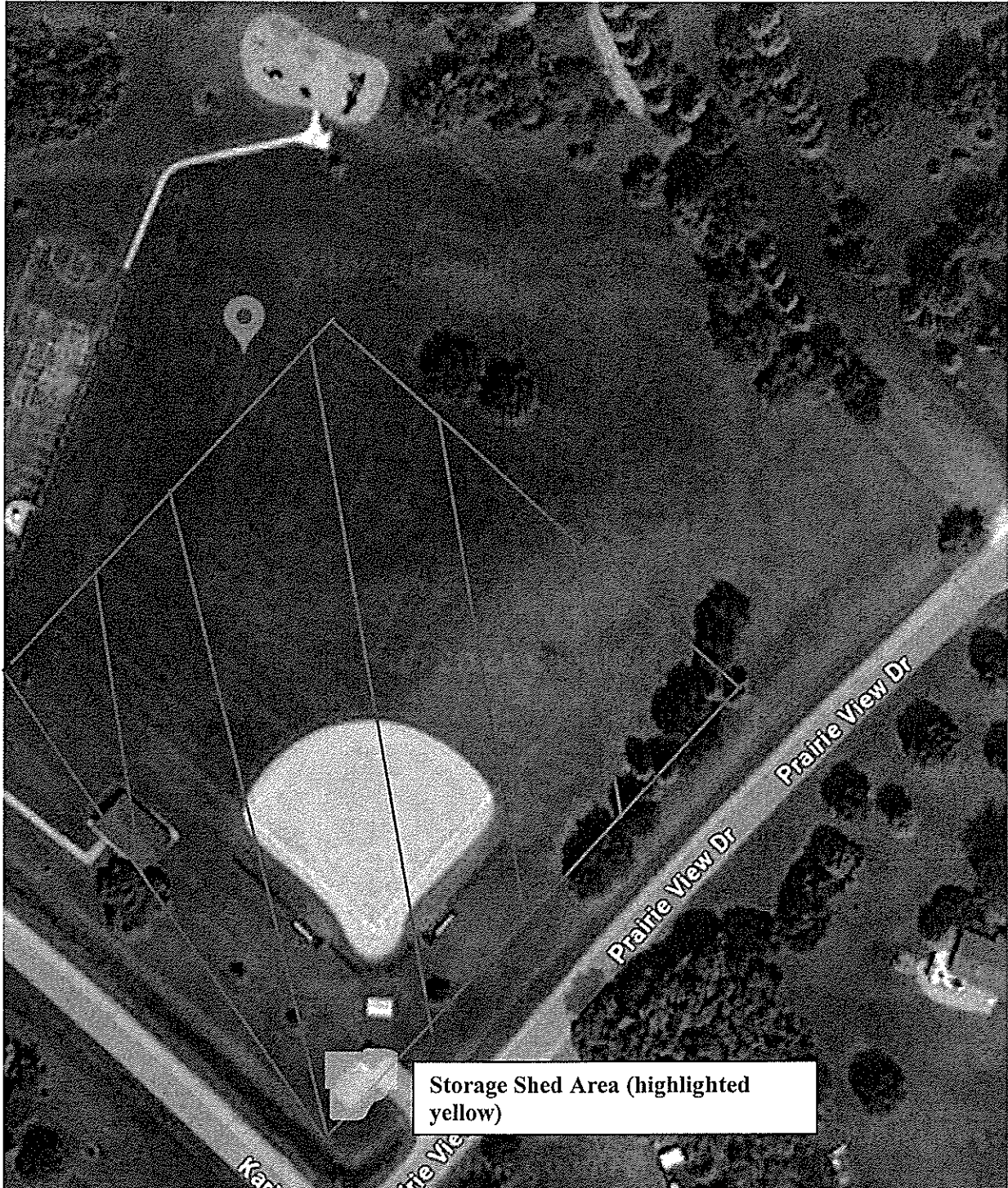


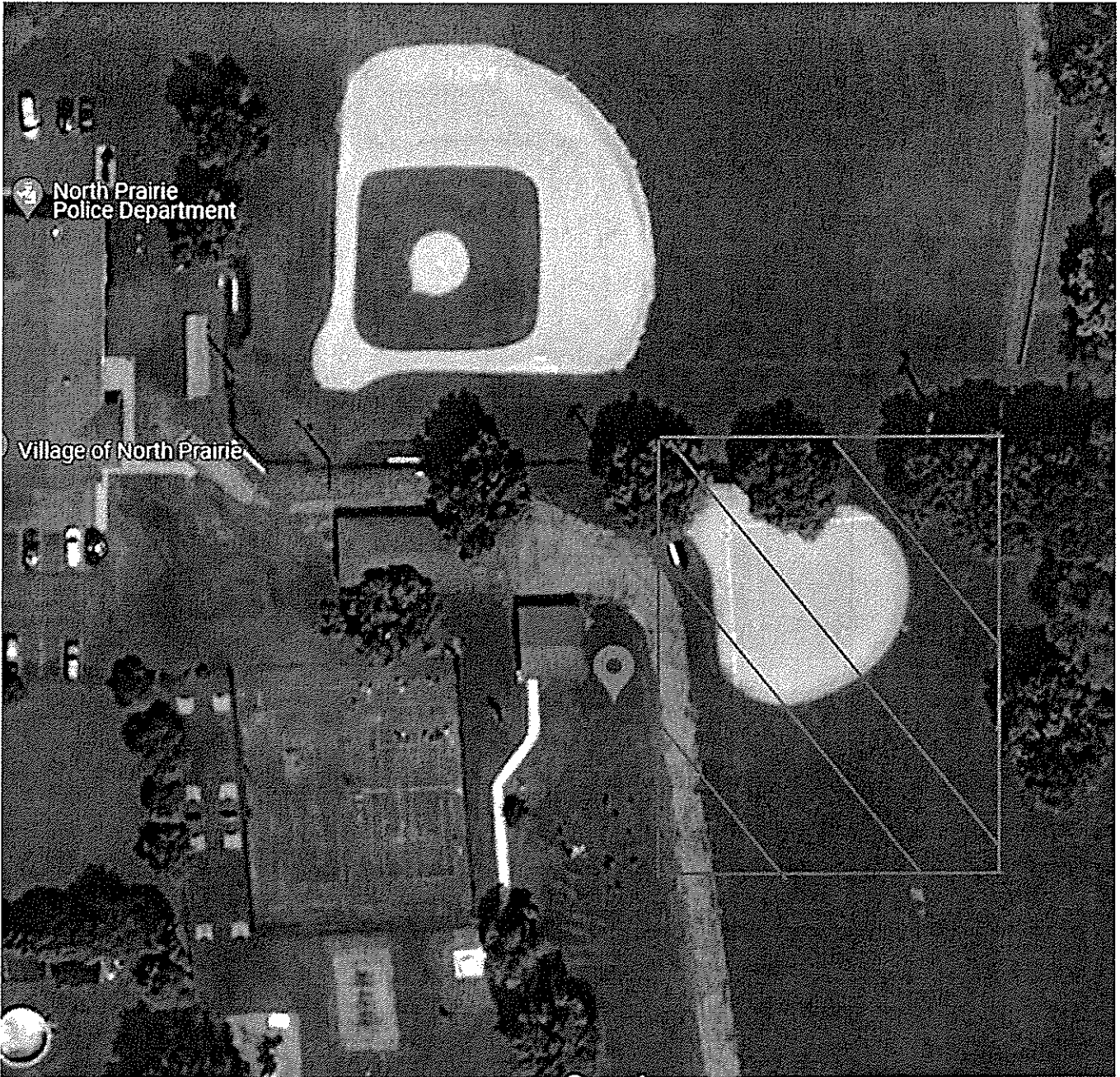
EXHIBIT B

LOCATION OF BASEBALL DIAMOND-- BROADLANDS UPPER



EXHIBIT C

LOCATION OF BASEBALL DIAMOND – VETERANS PARK



USE AGREEMENT – BASEBALL DIAMONDS

**BETWEEN
THE VILLAGE OF NORTH PRAIRIE
AND
[]**

This Use Agreement – Baseball Diamonds (the "Agreement") is entered into by and between the **VILLAGE OF NORTH PRAIRIE** (the "Village") and the [], a Wisconsin non-stock corporation (the "User") and is effective as of January 1, 20[] (the "Effective Date"). Referenced together, Village and User are the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, Village owns and operates the following parks, all located in the Village of North Prairie, Wisconsin:

1. Prairie Village Park located at 600 Karin Drive, North Prairie, WI 53153 ("Village Park");
2. Broadlands Park – Upper located off of Hwy 59 at the entrance of the Broadlands Golf Club, North Prairie, WI 53153 ("Broadlands Upper Park"); and
3. Veterans Park located at off of Highway 59 behind the North Prairie municipal building, North Prairie, WI 53153 ("Veteran's Park").

WHEREAS, User operates youth baseball leagues for children under the age of 18 and needs the use of baseball diamonds to play its games.

WHEREAS, the Parties wish to enter into this agreement governing the use of the Village Park, Broadlands Upper Park and Veterans Park (collectively, the "Park").

NOW THEREFORE, the Parties, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) **Term; Not Assignable.** This Agreement shall be in effect for the period from January 1, 20[] to December 31, 20[] and have a one year term. It is intended that the Agreement will be renewed in writing on a year-to-year basis and a new Agreement executed at such time. If this Agreement is not intended to be renewed, User or Village shall give a written termination notice to the other Party, which shall be delivered by December 31, 20[]. This Agreement is not assignable by User.
- 2) **No Ownership Granted.** This Agreement does not grant any ownership interests to User.
- 3) **Location of Baseball Diamonds.** The baseball diamonds User shall be allowed to use are as follows:
 - a) Village Park ("Village Park Baseball Diamond") and Storage Shed Area – see **Exhibit A** attached hereto;
 - b) Broadlands Upper Park ("Broadlands Upper Baseball Diamond ") – see **Exhibit B** attached hereto; and
 - c) Veterans Park ("Veterans Park Baseball Diamond") – see **Exhibit C** attached hereto.

The Village Park Baseball Diamond, Broadlands Upper Baseball Diamond and Veterans Park Baseball Diamond are defined herein as "Baseball Diamond".

- 4) **Scheduling.** User will provide Village with a schedule of all games and practices prior to May 1, 20[] ("Approved Dates"). The Approved Dates shall be considered reserved if the Approved Dates are received by Village on or before May 1, 20[], provided there is no conflict with the reservation of any the Park or Baseball Diamond by the North Prairie Athletic Association, Inc. ("NPAA").

Village agrees it shall not reserve or rent out the Baseball Diamond to a third party during the Approved Dates without prior written approval from User.

- 5) **[Storage of Baseball Equipment.** User is allowed to store the Baseball Equipment on Village property at a location determined by Village, in its sole discretion with the exception of the Storage Shed, the location of which is shown on Exhibit A attached hereto. The Baseball Equipment must be clearly marked as "Property of NPAA," or similar wording. Village and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to the Baseball Equipment or any items or property left at the Park, Storage Shed or Baseball Diamond by User.]

- 6) **Fee Structure.** User shall pay to Village, on or before May 1, 20[], the following fees:

- a. Baseball Diamond use fee of \$[500.00] for use of the Baseball Diamond during the Approved Dates ("Use Fee"); and
- b. Storage fee of \$0.00 for the storage of the Baseball Equipment and use of the Storage Area ("Storage Fee").

If User requests to use the Baseball Diamond at any time other than the Approved Dates for any reason, including but not limited to, tournaments, then User shall pay all fees in accordance with the fee schedule adopted by Village from time to time, that sets forth the costs and charges for the use of the Park and/or services by provided by Village ("Services"). User agrees to pay Village said fees at such time as User requests use of the Park or Services. Any tools, supplies or equipment, with the exception of the Storage Shed (provided User has paid the Storage Fee), which are left on Village property after October 31, 20[] will result in a \$50.00 fee per day until they have been removed.

- 7) **Seasonal Set-Up Fee.** By May 1, 20[], User shall pay Village a seasonal set up fee of \$50 for the set up for each Baseball Diamond. These fees shall be due and payable prior to Village performing seasonal set up services.

- 8) **Deposit.** User shall pay Village a Deposit of \$0.00, which is due by May 1, 20[].

- 9) **Baseball Diamond; Not Exclusive Use.** This Agreement allows User use of the Baseball Diamond and Storage Area in accordance with this Agreement. This Agreement does not authorize exclusive use of the Baseball Diamond or Storage Area. The Village, members of the public or other organizations may use the Storage Area or the Baseball Diamond at any time with the exception of User's use of the Baseball Diamond during User's Approved Dates.

- 10) **General use of the Park.** The Park is a public park and nothing in this Agreement prohibits use of the Park by the general public.

- 11) **Equipment.** User shall be solely responsible for providing and maintaining the Baseball

Equipment owned and used by User. Village reserves the right to refuse use of any equipment it deems unreasonable, excessive, or unsafe or that may damage the Park and Baseball Diamond.

- 12) **Cleaning; Maintenance.** During and after games, practices or tournaments, User shall be responsible for the cleaning and general maintenance of the Park and Baseball Diamond for the term of this Agreement. User shall make certain that the Baseball Diamond, Park and surrounding areas are always clean and presentable while in use. User shall be responsible for maintaining the Baseball Diamond and returning the Baseball Diamond at the end of the season in a condition equal to or better than they were received at the start of the season. Village shall be responsible for the cleaning and general maintenance at all other times. User shall clear the sideline areas, Park and Baseball Diamond of any and all trash or recycling after each day of use. Liquids shall be dumped from all recyclable containers prior to disposal.
- 13) **Repairs.** Beyond normal wear and tear, User is responsible for any damages to the Park, Baseball Diamond, Storage Area and surrounding areas due to damage, waste and/or neglect caused by User or its invitees or guests. Village reserves the right to bill User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by User or its invitees and guests during the term of this Agreement.
- 14) **Supplies.** User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. User shall provide all first aid supplies to its participants, invitees, and guests. Village will spray for weeds as needed, which shall be determined by Village, in its sole discretion.
- 15) **Improvements.** Permanent improvements installed by User or its designees are not allowed without prior written approval by Village. Any permanent improvements to the Park not approved by Village will become property of Village and at Village's sole discretion, removed. Examples of permanent improvements may include but are not limited to, lighting, adding dirt to low areas, drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Village. Banners may be temporarily placed on the Park with the prior written approval of Village and in accordance with Village ordinances. Any banners placed shall be maintained in good condition or taken down if damaged. Village reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the Park, including, but not limited to, fencing, scoreboards and permanent structures.
- 16) **Insurance.** Village assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. Not less than fifteen (15) days prior to the first calendared event, User shall provide Village with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Village. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory with respect to Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.

- b) Village of North Prairie, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability by specific endorsement.
 - c) Workers Compensation: When applicable- Statutory Limits.
- 17) **Hold Harmless; Indemnification.** User agrees to protect, save, defend and hold harmless and indemnify Village and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Village officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to the Park or Baseball Diamond, including any liability under environmental protection laws, or interference with use of the Park or Baseball Diamond, arising out of or in any way connected with User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by Village, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If Village initiates legal or other action to enforce the terms of this Agreement and the outcome is in favor of Village, User shall be liable to Village or reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Village, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims.
- 18) **Consideration.** In exchange for assuming the upkeep of the Baseball Diamond, no other remuneration will be required from User for related expenses for the duration of this Agreement, except as provided herein.
- 19) **Copies of certificates and Approved Dates.** User shall provide copies of its certificates of insurance and Approved Dates to the Village Clerk and Supervisor of Public Works prior to May 1, 20[].
- 20) **Termination.** Village shall notify User in writing of any conditions listed above that are not being followed by User. User will be required to resolve the defaulted condition within a reasonable amount of time and provide Village a written solution within ten (10) days. If User does not provide the written solution within ten (10) days, Village will have the right to terminate this Agreement. User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the Park is deemed unsafe or to prevent additional damage from occurring to the Park and in such case, Village is not required to give notice prior to corrective action. If Village incurs any costs for corrective action, User shall be responsible for the cost. The Supervisor of Public Works and/or Village Clerk is authorized to provide any necessary notice of termination under this Agreement or notices to correct or violation.
- 21) **User Waiver.** User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by Village. Village shall not be liable for any claim if the Park, Baseball Diamond or Storage Area are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. Village shall have no liability to User for any injury, or damage caused by third parties, or by any condition of the facilities.

- 22) **Safe Use Required.** All standard Village Park Ordinances, rules and regulations apply to this use. User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the Park in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the Park, or other property of Village. User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- 23) **No Discrimination.** User shall not discriminate against any participant, employee, volunteer or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- 24) **Force Majeure.** Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
- 25) **Notices.** All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or electronic email, to the party addressed as follows:

To User:
 []
 Attn: []
 []
 []
 Email:[]

To Village:
 Village of North Prairie
 Attn: Village Clerk
 130 N. Harrison Street
 North Prairie, WI 53153
 Email: clerk@northprairiewi.gov

Either party may designate a new address for purposes of this Agreement by written notice to the other party.

- 26) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No claim of waiver, modification, amendment, supplement or acquiescence with respect to any provision hereof may be made by either party except on the basis of a written instrument duly executed by the

other party and dated subsequent to the date hereof.

- 27) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
- 28) **Severability.** Whenever possible each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.
- 29) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

(SIGNATURE PAGE FOLLOW)

The Parties have executed this Agreement as of the Effective Date above.

VILLAGE OF NORTH PRAIRIE

By: _____
[], Village President

[INSERT USER NAME]

By: _____
Name: _____
Its: _____

As approved by the Village Board of North Prairie on [_____], 20[].

EXHIBIT A

LOCATION OF BASEBALL DIAMOND – VILLAGE PARK

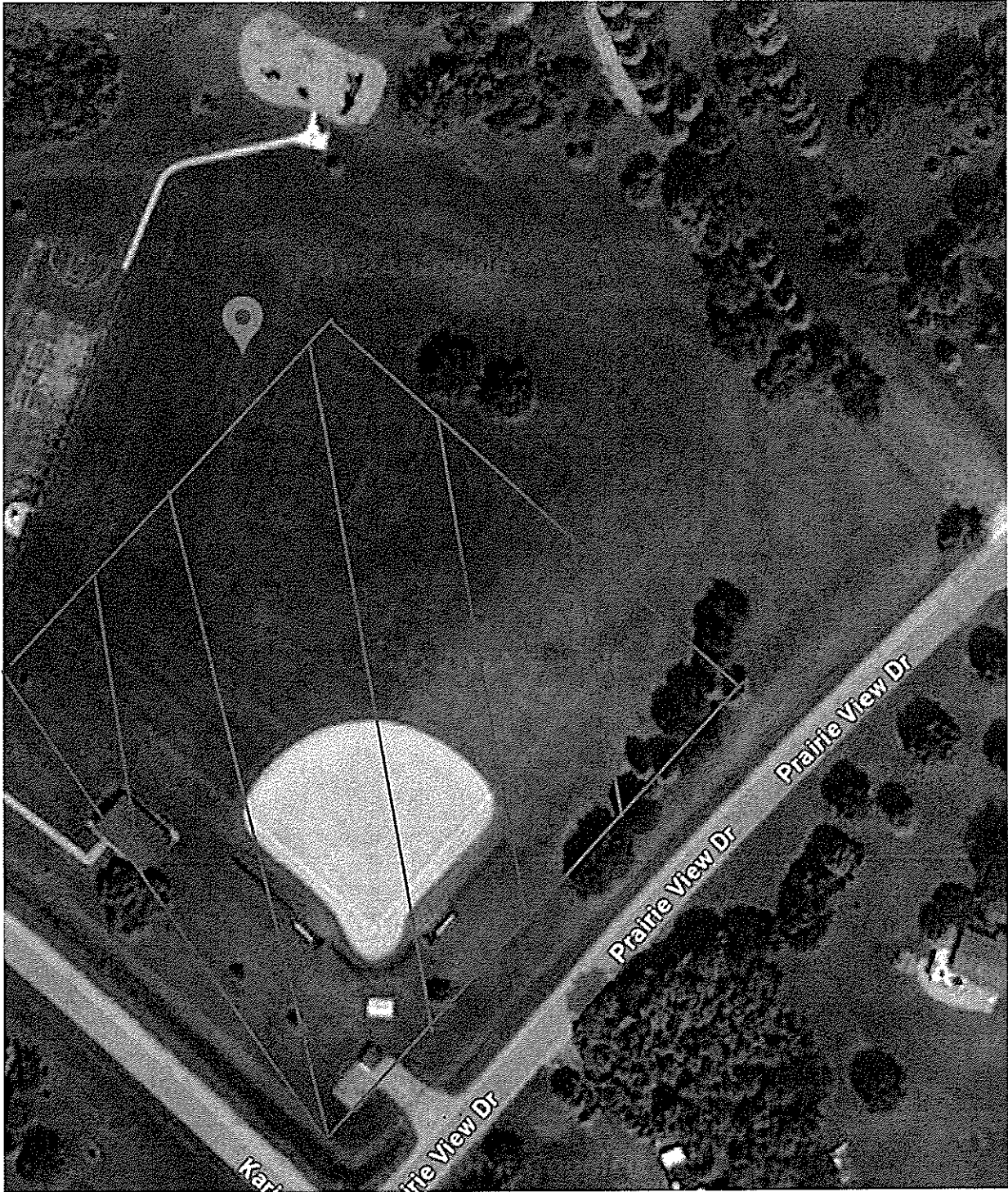


EXHIBIT B

LOCATION OF BASEBALL DIAMOND- BROADLANDS UPPER



EXHIBIT C

LOCATION OF BASEBALL DIAMOND – VETERANS PARK

