

**MEETING NOTICE AND AGENDA
VILLAGE OF NORTH PRAIRIE
Buildings & Grounds Committee
April 16, 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 Buildings and Grounds 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

Approval of Minutes from April 8, 2025 meeting

1. Discuss / Action as required: Review agreements for NPAA and Legacy Ball Club with North Prairie for athletic field usage with recommendation to Village Board
2. Discuss / Action as required: Contract for Mowing and Snow Plowing/Salting between Prairie Village Water Trust and Village with recommendation to Village Board
3. Discuss / Action as required: Time sheets completed by all DPW employees, full-time and part-time, to obtain history and a clear picture of what we need for budgeting for 2026.
4. Discuss / Action as required: Painting of light fixture stands in Broadlands Park parking areas.
5. Discuss / Action as required: Possibly change water purchase reporting from weekly to monthly.
6. Discuss / Actions as required: Additional discussion regarding extending pavilion at Broadlands Park for shared storage with NPAA.
7. Adjourn

April 10, 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.

Public Works, Buildings & Grounds Committee Meeting
Minutes from April 8, 2025
Village Hall, 130 N. Harrison
North Prairie, WI. 53153

Call to Order: 5:30 pm

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

Minutes were provided from the March 19, 2025, meeting. Dave S. made a motion to accept as presented. Cheri seconded.

Motion carried.

1. Sealed bids were provided from Admin/Clerk/Treas. to committee to open regarding the Road Bid for Ferris and Pine Dr. The Village received 2 quotes, one from Payne and Dolan and the other from Wolf Paving for the project. In reviewing both quotes there were some items that were not specifically addressed, from the specs, and the committee wished to have clarification. Donna text Brian from P&D who immediately returned a call to the committee. The call was placed on speaker phone and questions asked. He confirmed all items listed in the specs were included. Donna then placed a call to Brian from Wolf Paving and left a message requesting a phone call as soon as possible.

Samuels made a motion to accept the bid, and recommend to the Village Board, from Wolf Paving for the entire project in the amount of \$164,994 so long as we received clarification from Brian, with Wolf Paving, confirming the price remains the same and that all items noted within the Village of North Prairie Pulverize and Repave Spec (Revised 03/25) are included. He was to respond within 24 hours and if he did not respond the bid award would go to Payne & Dolan. Dave S. seconded the motion. **Motion carried.**

Brian, with Wolf, did call back around 7:00pm, 4/8, unfortunately after the meeting had adjourned. Both Donna and Dave Molitor were still present, so questions were asked of Brian on speaker phone and concerns addressed.

For informational purposes:

The project includes pulverizing and repaving all of Ferris Dr. as well as Pine Dr. Work is to be completed no later than September 15, 2025. Funding in the budget is \$245,438 with approximately \$30,000 of this project being LRIP Grant funds.

Wolf's quote for the entire project is \$164,994.00
Their quote for Option 1 of the project was \$142,472.40

Payne & Dolan's quote for the entire project is \$198,980.00
Their quote for Option 1 of the project was \$164,598.00

Dave made a motion to adjourn at 6:27. Seconded by Cheri. **Motion carried.**

Respectfully submitted,

Donna Samuels
Public Works, Buildings & Grounds Chair

**North Prairie Athletic Association (NPAA) Athletic Field Use Agreement With
The Village of North Prairie - 2025**

This agreement is entered between the Village of North Prairie, a municipal entity duly created and existing under the laws of Wisconsin (hereinafter "North Prairie") and North Prairie Athletic Association (hereinafter "NPAA"). Upon consideration of the compensation, benefits, services and mutual promises described herein, the adequacy of which is hereby acknowledged by all parties and intending to be bound, the parties hereby agree as follows:

1. Subject property: This agreement encompasses the Baseball/Softball and Soccer Fields located at Prairie Village Park, Broadlands Park and Veterans Park in the Village of North Prairie, WI.
2. Term: Term of this agreement shall be one year and runs concurrent with the calendar year. A new agreement shall be signed annually by both parties.
3. Payments and other Compensation:
 - a. No payment shall be made provided the NPAA handles all field/diamond set-ups which includes: Costs of lime chalk, cost of spray paint, labor, clean up and any other ancillary costs associated.
 - b. All fields must be cleaned up and left in ready to use condition after each use, including practices and games.
4. Schedule of Dates Reported: NPAA is responsible for providing schedules as noted below. Failure to report schedules may result in fields not being reserved for use by NPAA.
 - a. Spring Soccer schedule to be to North Prairie no later than 3/1
 - b. All baseball/softball schedules are to be to North Prairie no later than 5/1.
 - c. Fall Soccer schedule to be to North Prairie no later than 8/1
5. Use of Subject Property for Practice and Games: NPAA shall be entitled to the use of athletic fields, restrooms, parking and grass areas at the above noted locations for both practices and games. North Prairie will not schedule or authorize organized use of the subject property by any individuals, groups or organizations during the subject property being used for practice or games through proper reservation notification. North Prairie cannot be responsible for incidental use that may occur by private citizens.
6. Use of Concession Stands at Subject Properties: NPAA will have first right of refusal of concession stand usage, annually. Should they decline and another organization approaches North Prairie they may be granted use of the concession stand so long as proper licensure is obtained through the Village of North Prairie. Alcohol sales must be approved through Road, Buildings and Grounds Committee. Should alcohol sales be allowed, it must be purchased through a licensed distributor and sold per WI State Statues. No carry-in alcohol may be sold at any park.
7. Items stored in the Storage Units and/or Concession Stand: NPAA shall only store food and beverage related items in the concession stand. Any other items stored in the concession area will need approval from North Prairie. North Prairie is not responsible for product spoilage due to power outage, equipment breakdown or malfunction. NPAA shall have full

use and control over storage facilities they own which includes storage structures at Prairie Village Park, Veterans Park and Broadlands Park. North Prairie agrees to store, in the DPW facility on Oakridge Dr., lime chalk and spray paint purchased by NPAA.

8. Care of Facilities: Use of baseball/softball and soccer fields and storage units are subject to these facilities being kept in clean, sanitary and safe conditions at all times.
9. Maintenance and Cleaning Obligations: The parties shall have the following maintenance and cleaning obligations throughout the term of this agreement:
 - a. North Prairie shall be solely responsible for the following at all times during this agreement period:
 - I. Maintaining garbage containers in adequate condition to reasonably secure the items placed in the containers. This includes providing adequate size bags and rubber bands for restock use.
 - II. Preparing diamonds/fields throughout each season by mowing and grass/weed control by fencing and garbage removal. NPAA should empty a rubbish container when it becomes full. They will remove the full bag and place it next to the container and restock the container with a new bag/band.
 - III. Maintenance and/or repair of areas where topsoil and grass seed are needed. Diamond mix, as required, will also be North Prairies' responsibility to purchase and distribute throughout diamonds.
10. NPAA shall be solely responsible for the following at all times during this agreement:
 - a. Diamond/field lining and prep for practices and games.
 - b. Will check all bathrooms after use to be sure rubbish is disposed of properly. Where flush toilets are located to check to be sure all toilets are flushed, assure no faucets are left running and lights are turned off.
11. Indemnification: In addition to, and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, NPAA shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting consulting, engineering and other expenses relating to the defense of any claim asserted or imposed by any party or parties (including but not limited to claims of bodily injury or death of persons, or for loss or damage of property) upon North Prairie, its officers, agents, boards, committees, employees or independent contractors, growing out of the presence, activities or promotions contemplated by the agreement (even if arising from intentional or unintentional acts of a person or persons, who are not party to this agreement) or the construction, maintenance or use of facilities by NPAA and only during activities where NPAA members are present or in any other way growing out of this agreement.
12. Insurance: North Prairie assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the park(s). Users shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. **No later than March 1st** the user shall provide North Prairie with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements in forms reasonable satisfactory to North Prairie. 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 North Prairie, 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, 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.

13. Compliance with Law: NPAA shall comply with all current and future applicable codes of North Prairie, the County of Waukesha, the State of Wisconsin and the Federal Government. NPAA shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the same. This agreement shall not be deemed to waive compliance with any such laws.

14. Failure to comply: In the event the NPAA fails to fulfill any obligation under this Agreement, this Agreement shall be null and void and North Prairie shall have no responsibility whatsoever under the terms of this Agreement.

15. Effective Date: This Agreement shall be effective upon full execution hereof by all parties. The effective term of this Agreement is from March 1st through October 31st of said Agreement year.

This Agreement has been approved by the Village Board of North Prairie and is executed this date _____, 2025.

Village of North Prairie: _____

Dan Miresse

Attest: _____

Evelyn Etten

This Agreement has been approved by North Prairie Athletic Association and executed this date: _____, 2025.

North Prairie Athletic Association President: _____

**Athletic Field Use Agreement Between Legacy Ball Club Inc. and
The Village of North Prairie - 2025**

This agreement is entered between the Village of North Prairie, a municipal entity duly created and existing under the laws of Wisconsin (hereinafter "North Prairie") and Legacy Ball Club Inc. (hereinafter "Legacy"). Upon consideration of the compensation, benefits, services and mutual promises described herein, the adequacy of which is hereby acknowledged by all parties and intending to be bound, the parties hereby agree as follows:

1. Subject property: This agreement encompasses the large baseball field at Veterans Park in the Village of North Prairie, WI.
2. Term: Term of this agreement is specific to the following dates: May 8th, 13th, 29, June 5th, 10th, 12th and 26th.
3. Payments and other Compensation:
 - a. Ninety-five dollars (\$95.00) field prep (\$75) and game charge (\$20) per day.
 - b. Partial payment of three hundred eighty dollars (\$380.00) is to be made no later than May 1st, 2025. Final payment of two hundred eighty-five dollars (\$285.00) is to be paid as a final payment no later than July 31, 2025.
4. Use of Subject Property for Practice and Games: Legacy shall be entitled to the use of said athletic field, restrooms, parking and grass areas at the above noted locations for games. North Prairie will not schedule or authorize organized use of the subject property by any individuals, groups or organizations during the subject property being used for games between the hours of 4:30 – 9:00 pm.
5. Care of Facilities: Use of the baseball field is subject to these facilities being kept in clean, sanitary and safe conditions at all times during use.
6. Maintenance and Cleaning Obligations: The parties shall have the following maintenance and cleaning obligations throughout the term of this agreement:
 - a. North Prairie shall be solely responsible for the following when in use during this agreement period:
 - I. Fields will be dragged and lined will be completed no later than 4:30 each day of use with bases in place at 90'.
 - II. Maintaining garbage containers in adequate condition to reasonably secure the items placed in the containers. This includes providing adequate size bags and rubber bands for restock use.
 - III. Preparing diamonds/fields of specific dates by mowing and grass/weed control by fencing
7. Legacy shall be solely responsible for the following at all times during this agreement:
 - a. Will check all bathrooms after use to be sure rubbish is disposed of properly. Where flush toilets are located, check to be sure all toilets are flushed, assure no faucets are left running and lights are turned off.

- b. Legacy, should a rubbish container become full, will remove the full bag and place it in dumpster, at the north end of Village Hall, and restock the container with a new bag/band. This includes garbage receptacles in dugout areas.
8. Indemnification: In addition to, and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, Legacy shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting consulting, engineering and other expenses relating to the defense of any claim asserted or imposed by any party or parties (including but not limited to claims of bodily injury or death of persons, or for loss or damage of property) upon North Prairie, its officers, agents, boards, committees, employees or independent contractors, growing out of the presence, activities or promotions contemplated by the agreement (even if arising from intentional or unintentional acts of a person or persons, who are not party to this agreement) or the construction, maintenance or use of facilities by Legacy and only during activities where Legacy members are present or in any other way growing out of this agreement.
9. Insurance: North Prairie assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the park(s). Users shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. **No later than April 30,2025** the user shall provide North Prairie with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements in forms reasonable satisfactory to North Prairie. 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 North Prairie, 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, 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.
10. Compliance with Law: Legacy shall comply with all current and future applicable codes of North Prairie, the County of Waukesha, the State of Wisconsin and the Federal Government. Legacy shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the same. This agreement shall not be deemed to waive compliance with any such laws.
11. Failure to comply: In the event the Legacy fails to fulfill any obligation under this Agreement, this Agreement shall be null and void and North Prairie shall have no responsibility what-so-ever under the terms of this Agreement.
12. Effective Date: This Agreement shall be effective upon full execution hereof by all parties. This agreement may be executed in counterparts.

This Agreement has been approved by the Village Board of North Prairie and is executed this date _____, 2025.

Village of North Prairie President: _____

Dan Miresse

Attest: _____

Evelyn Etten, Administrator/Clerk/Treasurer

This Agreement has been approved by Legacy Ball Club Inc. and executed this date: _____, 2025.

Legacy Ball Club Inc. President: _____

Contract for Lawn Mowing

This agreement is entered between the Village of North Prairie, a municipal entity duly created and existing under the laws of Wisconsin (hereinafter "Village") and Prairie Village Water Trust (hereinafter "PVWT").

Whereas, the Village owns and operates lawn mowing equipment and provides desirable and mandated services to residents and property owners within its corporate limits; and

Whereas, PVWT desires the Village to provide identical services to property within certain specified areas of the Village as the Village provides within its own corporate limits; and

Whereas, the Village President and PVWT Trustee have recommended to the North Prairie Village Board and the Prairie Village Water Trust Board consolidation of services, to some degree, to efficiently provide lawn mowing control in the Village and Water Trust Parcels; and

Whereas, the Prairie Village Water Trust Board and the Village Board find that this recommendation of shared services will provide a cost savings to the Water Trust, will provide income to the Village, will allow for prompt and efficient lawn mowing control throughout the Village, and is in the best interest of the Village and PVWT.

Now, therefore, in consideration of the mutual agreements and covenants herein contained.

IT IS HERBY AGREED AS FOLLOWS:

1. Village's Lawn Mowing Obligations: The Village hereby agrees:
 - A. The Village shall mow parcel: (hereinafter "parcel")
 - a. Parcel at 309 Karin Dr. (NPV 1568 225)
 - B. The Village shall mow the parcel in a timely fashion when mowing Village Parks.
 - C. Upon request of the PVWT, the Village shall provide additional mowing on the parcel as requested.
 - D. Commencement of mowing activities shall be at the discretion of the Village Public Works, Buildings and Grounds Committee.
2. Village Obligation to Document Pay Requests: The Village shall:
 - A. Describe the rate the PVWT is to be charged for mowing each parcel.
 - B. The described in the attached Exhibit A shall not be modified for the duration of this contract except upon mutual agreement of the parties.
 - C. The Village shall provide pay requests to PVWT which shall indicate:
 - a. The total amount of times the Village has performed its obligations on the parcel, per this contract.
 - b. Pay requests shall be submitted quarterly for the previous quarter. Failure to submit a pay request by the required time shall not constitute breach and shall not waive the obligation of payment.
3. PVWT Obligation of Payment: PVWT shall:
 - A. Pay quarterly invoices within thirty (30) days of receipt.

- B. Inspect work performed by the Village and notify the Village of any additional mowing through the Chair of Public Works, Buildings and Grounds.
- 4. Emergency Phone Numbers: For purposes of this contract, twenty-four-hour communication between the Village and PVWT shall be available between parties as follows:
 - A. Water Trust Board Member: _____
 - B. Village Buildings and Grounds Committee Chair: _____

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- 5. Term: This contract shall be for the term beginning Jan. 1, 2025 and ending December 31, 2024. This contract may be extended by the parties for an additional one-year term by an extension agreement executed by both parties.
 - 6. Fuel Charges: The parties acknowledge the costs and benefits can be significantly impacted by fluctuating fuel prices during the term of this contract. The parties agree to further consider the rates described in the attached Exhibit A, reasonable and in good faith. In the event either party believes fluctuating fuel prices provide cause, a request to reconsider rates may be brought forward.
 - 7. Termination: This contract shall not be unilaterally terminated by either party during the months of May, June, July, August, September, October and November. In other months this contract may be terminated by either party upon thirty (30) days' written notice.

This Agreement has been approved by the Village Board of North Prairie and is executed this date _____, 2025.

Village of North Prairie President: _____

Dan Miresse

Attest: _____

Evelyn Etten, Administrator/Clerk/Treasurer

This Agreement has been approved by Prairie Village Water Trust and executed this date: _____, 2025.

Prairie Village Water Trust Board Trustee: _____

Exhibit A

2025 Lawn Mowing

Prairie Village Water Trust Parcel

309 Karin Dr.

Parcel

309 Karin Dr. (NPV 1568 225)

Cost Per Mowing

\$55.00

Contract for Snow Removal and Salting

This agreement is entered between the Village of North Prairie, a municipal entity duly created and existing under the laws of Wisconsin (hereinafter "Village") and Prairie Village Water Trust (hereinafter "PVWT").

Whereas, the Village owns and operates snow removal and salting equipment and provides desirable and mandated services to residents and property owners within its corporate limits; and

Whereas, PVWT desires the Village to provide identical services to property within certain specified areas of the Village as the Village provides within its own corporate limits; and

Whereas, the Village President and PVWT Trustee have recommended to the North Prairie Village Board and the Prairie Village Water Trust Board consolidation of services, to some degree, to efficiently provide snow removal and salt control in the Village and Water Trust Parcels; and

Whereas, the Prairie Village Water Trust Board and the Village Board find that this recommendation of shared services will provide cost savings to the Water Trust, will provide income to the Village, will allow for prompt and efficient snow removal and salting control throughout the Village, and is in the best interest of the Village and PVWT.

Now, therefore, in consideration of the mutual agreements and covenants herein contained.

IT IS HERBY AGREED AS FOLLOWS:

1. Village's Snow Removal and Salting Obligations: The Village hereby agrees:
 - A. The Village shall service parcel: (hereinafter "parcel")
 - a. Parcel at E. State Rd (NPV 1568 228)
 - B. The Village shall plow/salt the parcel in a timely fashion when removing snow on Village streets.
 - C. Upon request of the PVWT, the Village shall provide additional snow removal and salting on the parcel as requested.
 - D. Commencement of snow removal and salting activities shall be at the discretion of the Village Public Works, Buildings and Grounds Committee.
2. Village Obligation to Document Pay Requests: The Village shall:
 - A. Describe the rate the PVWT is to be charged for snow removal and salting each parcel.
 - B. The described in the attached Exhibit A shall not be modified for the duration of this contract except upon mutual agreement of the parties.
 - C. The Village shall provide pay requests to PVWT which shall indicate:
 - a. The total amount of times the Village has performed its obligations on the parcel, per this contract.
 - b. Pay requests shall be submitted quarterly for the previous quarter. Failure to submit a pay request by the required time shall not constitute breach and shall not waive the obligation of payment.
3. PVWT Obligation of Payment: PVWT shall:
 - A. Pay quarterly invoices within thirty (30) days of receipt.

- B. Inspect work performed by the Village and notify the Village of any additional snow removal and salting through the Chair of Public Works, Buildings and Grounds.
- 4. Emergency Phone Numbers: For purposes of this contract, twenty-four-hour communication between the Village and PVWT shall be available between parties as follows:
 - A. Water Trust Board Member: _____
 - B. Village Buildings and Grounds Committee Chair: _____

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- 5. Term: This contract shall be for the term beginning Jan.1, 2025 and ending December 31, 2025. This contract may be extended by the parties for an additional one-year term by an extension agreement executed by both parties.
 - 6. Fuel Charges: The parties acknowledge the costs and benefits can be significantly impacted by fluctuating fuel prices during the term of this contract. The parties agree to further consider the rates described in the attached Exhibit A, reasonable and in good faith. In the event either party believes fluctuating fuel prices provide cause, a request to reconsider rates may be brought forward.
 - 7. Termination: This contract shall not be unilaterally terminated by either party during the months of October, November, December, January, February, March, April and May. In other months this contract may be terminated by either party upon thirty (30) days' written notice.

This Agreement has been approved by the Village Board of North Prairie and is executed this date _____, 2025.

Village of North Prairie President: _____
 Dan Miresse

Attest: _____
 Evelyn Etten, Administrator/Clerk/Treasurer

This Agreement has been approved by Prairie Village Water Trust and executed this date: _____, 2025.

Prairie Village Water Trust Board Trustee: _____

Exhibit A

2025 Snow Removal and Salting

Prairie Village Water Trust Parcel

E. State Rd

Parcel

Cost Per Snow Removal / Salting

E. State Rd. (NPV 1568 228)

\$100.00 / \$150 per ton