

MEETING NOTICE AND AGENDA
VILLAGE OF NORTH PRAIRIE
Public Works Committee
January 21, 2026
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 Works Committee, at which a quorum of the Village Board may be in attendance to gather information about subjects which they have decision making responsibilities. Notice of Village Board Quorum, (Chairperson to announce the following if a quorum of the Village Board attends the meeting: Please let the minutes reflect that a quorum of the Village Board is present.)

Call to Order

Roll Call

Discuss/Approve Minutes from 12-17-25

1. Discuss / Action as necessary: Update from North Prairie Native Garden organization on project(s) status.
2. Discuss/Action as necessary: Review of recycling ordinance for Village with recommendation to Village Board
3. Discuss/Action as necessary: Scheduling e-cycling for 2026
4. Discuss/Action as necessary: MS4 and getting compliant by March 31, 2026
5. Discuss / Action as necessary: Land O Lakes Python Baseball team agreement for Veterans Park baseball field and concession stand for their review. Possible recommendation to Village Board.
6. Discuss / Action as necessary: Review updated 2026 agreement with Legacy of Mukwonago for athletic field usage for their review if dates are available.
7. Discuss / Action as necessary: Sale status of 2007 Chevy Pick up
8. Discuss / Action as necessary: Capital purchases, both short term and long term, within DPW department.
9. Discuss / Action as necessary: Review DPW plowing, salt usage and staffing for work to date.
10. Adjourn

January 15, 2025

Donna Samuels, Chair
Cheri Lampe Member
Andy Harmann, Member

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 Committee
Minutes from December 17, 2025
Village Hall, 130 N. Harrison
North Prairie, WI. 53153

Call to Order: 4:00 pm

Roll Call: Trustees Cheri Lampe, Donna Samuels, & Andy Harmann. Also attending – DPW Supervisor, Rick Reed & Trustee Dave Schroeder, and resident Carol Schroeder.

Announcement to let it be known there is a quorum of the Village Board as Dave Schroeder is a Trustee.

Approval of Minutes: Trustee Lampe motioned to approve the 11/19/25 Public Works Minutes, with one addition to note information had been provided from Village insurance representative regarding Harvest Fest questions. Trustee Samuels seconded. No further discussion. **Motion carried.**

1. **No action was taken** as no one from North Prairie Native Gardens was present.
2. Trustee Samuels did not get the sample ordinance to committee members. She is to send to members as well as work with Administrator Etten to bring a completed ordinance to the committee for next month's meeting for review and recommendation to the Board. Ordinance must be in place no later than 4/30/2026.
3. Reviewed all agreements for 2026 for Prairie Village Water Trust and NPAA. Nothing really changed for NPAA other than dates. There was discussion regarding what the Village is charging the Water Trust for snow removal, salt and mowing. Andy indicated that this price is very low. A more reasonable going rate for snow removal is \$120/hr. with the equipment we use. DPW Supervisor, Rick Reed indicated that to plow both the properties owned by the Water Trust it is about 45 minutes.

Trustee Samuels motioned to recommend to the Board for approval of the 2026 Snow Removal and Salting contract with Prairie Village Water Trust plowing being billed at \$90/per and salting be \$150 per ton. Trustee Harmann seconded. No further discussion. **Motion carried.**

Trustee Samuels motioned to recommend to the Board for approval of the 2026 Mowing Contract with Prairie Village Water Trust with the per mow rate of \$60.00. Trustee Harmann seconded the motion. No further discussion. **Motion carried.**

Trustee Samuels motioned to recommend to the Board for approval of the North Prairie Athletic Association (NPAA) Field Use Agreement for 2026 as presented. Trustee Harmann seconded. No further discussion. **Motion carried.**

4. Discussed the usage of the large Veteran's Park baseball diamond by the Land o' Lakes team for eight (8) dates in 2026, with the possibility of additional dates if playoff games are played. Trustee Samuels talked about her discussion with Trent Schilling and Tristen Rhode from the Pythons. They have been playing in Palmyra and have been charged \$85 per game. They had use of a concession stand, but Trustee Samuels did not know if they paid for extra usage. The village has just put a good deal of money into redoing the infield to get the diamond in very nice shape. It was discussed if \$100 per game with \$20 for practice would be agreeable. Trustee Samuels will speak to Python representatives about fees to see if they are agreeable. Further discussion was held about how they would set

field up: drag and line and then drag after games. They would look into having their own equipment. Also, they wish to use the concession stand for sale of items for fundraising. They would be required to obtain the appropriate license to do so and follow all required state and local laws with selling all items. **No further action taken at this time.** Trustee Samuels will report back to committee.

5. Discussed Legacy Sports of Mukwonago wishing to use the diamonds again in 2026. Dates are not set at this time but should be available Jan. or Feb. Will look to use the same agreement as 2025 with possible increase in game costs. Fee schedule indicates \$75 for field prep and \$20 for non-resident game. Trustee Samuels met with them, as well, and they want the Village to set the diamond up for play. They do not have any desire to use the concession stand. **No action taken at this time** as we need dates to update agreement.
6. DPW Supervisor, Rick Reed updated the committee on the sale of the 2007 Chevy truck. He is going to work on getting seat repaired prior to the sale. Discussed putting the sale on the same website for sale as the PD vehicle sold last year. Already agreed by committee to sell. Is to be on Board agenda to sell as recommended by committee. **No action taken.**
7. DPW Supervisor, Rick Reed is working on a capital equipment purchase plan, both short and long. He will provide it at a later date. **No action taken.**
8. DPW Supervisor, Rick Reed discussed plowing, salting and staffing to date. He has been busy with plowing due to snowfall. Dave Rockteacher has been coming in to help during daylight hours. We discussed the need for Rick Reed to reach out to Chad Winter (or anyone else who may have interest) in plowing as he needs to bring them in for discussion, confirm CDL license and get them behind the wheel to be sure they are, and Rick Reed is, comfortable and knowledgeable enough to use the equipment. This would ensure we have backup for nighttime or if Rick Reed is sick or has an emergency where he cannot plow. Also, Rick Reed said we have used approximately 100 tons of salt to date in this 2025-26 season.
9. Trustee Samuels motioned to adjourn the meeting at 5:01, seconded by Trustee Harman. **Motion carried.**

Respectfully submitted,
Donna Samuels
Public Works Committee Chair

STATE OF WISCONSIN

VILLAGE OF NORTH PRAIRIE WAUKESHA COUNTY

ORDINANCE NO. 2026-03

RECYCLING ORDINANCE

WHEREAS, on February 12, 2026, the Village of North Prairie Village Board created a Recycling Ordinance for the Operation of Snowmobiles within the Village limits of the Village of North Prairie which became part of the Municipal Code of the Village of North Prairie, Wisconsin in 2026; and

WHEREAS, the Village Board of the Village of North Prairie shall establish, designate, and contract with an acceptable recycling vendor to manage the recycling operations within the Village limits; and

WHEREAS, upon consideration and recommendation of the Village of North Prairie Public Works Committee, and being fully advised, the Village Board wishes to create a new ordinance to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis Stats., and Ch. NR 544, Wis. Administration Code within the Village of North Prairie limits.

NOW, THEREFORE, the Board does ordain as follows:

1.01 Title. Recycling Ordinance for the Village of North Prairie, WI.

1.02 Purpose. The purpose of this ordinance is to promote recycling, composting, and resource recovery through the administration of an effective recycling program, as provided in s. 287.11, Wis. Stats., and Ch. NR 544, Wis. Adm. Code.

1.03 Statutory Authority. This ordinance is adopted as authorized under s. 287.09(3)(b), Wis. Stats., and the Village of North Prairie, WI.

1.04 Abrogation and Greater Restrictions. It is not intended by this ordinance to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this ordinance imposes greater restrictions, the provisions of this ordinance shall apply.

1.05 Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by the Wisconsin Statutes. Where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this ordinance is required by Wisconsin Statutes, or by a standard in Ch. NR 544, Wis. Adm. Code, and

where the ordinance provision is unclear, the provision shall be interpreted in light of the Wisconsin Statutes and the Ch. NR 544 standards in effect on the date of the adoption of this ordinance, or in effect on the date of the most recent text amendment to this ordinance.

1.06 Severability. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

1.07 Applicability. The requirements of this ordinance apply to all people within the Village of North Prairie boundaries.

1.08 Administration. The provisions of this ordinance shall be administered by the Village Administrator/Clerk/Treasurer and/or Village President.

1.09 Effective Date. The provisions of this ordinance shall take effect on February 13, 2026.

1.10 Definitions. For the purpose of this ordinance:

- 1) "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- 2) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- 3) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - a) It is designed for serving food or beverages.
 - b) It consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
 - c) It consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- 4) "Glass Container" means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as Pyrex, lead based glass such as crystal, or TV tubes.
- 5) "HDPE" means high density polyethylene, labeled by the resin code # 2.
- 6) "LDPE" means low density polyethylene, labeled by the resin code # 4.
- 7) "Magazines" means magazines and other materials printed on similar paper.
- 8) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
- 9) "Multiple-family dwelling" means a structure containing 5 or more residential units, including units that are occupied seasonally.
- 10) "Newspaper" means a newspaper and other materials printed on newsprint.
- 11) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and

properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits. This term does not include multiple family dwellings.

- 12) Office paper means a variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.
- 13) Other resins or multiple resins mean plastic resins labeled by the resin code # 7.
- 14) Person includes any individual, corporation, limited liability company, partnership, association, local government unit, as defined in s. 66.0131(1)(a), Wis. Stats., state agency or authority or federal agency.
- 15) PETE or PET means polyethylene terephthalate, labeled by the resin code # 1.
- 16) Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- 17) Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 291.01(7) Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s. 289.01(17), Wis. Stats.
- 18) PP means polypropylene, labeled by the resin code # 5.
- 19) PS means polystyrene, labeled by the resin code # 6.
- 20) PVC means polyvinyl chloride, labeled by the resin code # 3.
- 21) Recyclable materials includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.
- 22) Solid waste has the meaning specified in s. 289.01(33), Wis. Stats.
- 23) Solid waste facility has the meaning specified in s. 289.01(35), Wis. Stats.
- 24) Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.
- 25) Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- 26) Yard waste means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

1.11 Separation of Recyclable Materials. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

- 1) Lead acid batteries
- 2) Major appliances
- 3) Waste oil
- 4) Yard waste
- 5) Aluminum containers
- 6) Bi-metal containers
- 7) Corrugated paper or other container board

- 8) Foam polystyrene packaging
- 9) Glass containers
- 10) Magazines
- 11) Newspaper
- 12) Office paper
- 13) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
- 14) Steel containers
- 15) Waste tires

1.12 Separation Requirements Exempted. The separation requirements of s. 1.11 do not apply to the following:

- 1) Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in s. 1.11 from solid waste in as pure a form as is technically feasible.
- 2) Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.
- 3) A recyclable material specified in s. 1.11(5) through (15) for which a variance has been granted by the Department of Natural Resources under s. 287.11(2m), Wis. Stats., or s. NR 544.14, Wis. Adm. Code.

1.13 Care of Separated Recyclable Materials. To the greatest extent practicable, the recyclable materials separated in accordance with s. 1.11 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

1.14 Management of Lead Acid Batteries, Major Appliances, Waste Oil and Yard Waste. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties shall manage lead acid batteries, major appliances, waste oil, and yard waste as follows:

- 1) Lead acid batteries shall be directed to scrap metal operations or retail stores.
- 2) Major appliances shall be picked up by the recycling vendor contracted with the Village (John's Disposal), ONLY when the resident has scheduled an appointment for pickup with the recycling vendor.
- 3) Waste oil shall be taken to a drop-off location.
- 4) Yard waste shall be either home composted or taken to a drop-off location.

1.15 Preparation and Collection of Recyclable Materials. Except as otherwise directed by the Village of North Prairie, occupants of single families and 2-to-4-unit residences shall do the following for the preparation and collection of the separated materials specified in s. 1.11(5) through (15):

- 1) Aluminum containers shall be emptied, rinsed and collected together for curbside pick-up. Do not crush.
- 2) Bi-metal containers shall be emptied, rinsed and collected together for curbside pick-up. Do not crush.
- 3) Corrugated paper or other container board shall be flattened and collected together for curbside pick-up.
- 4) Foam polystyrene packaging shall be placed in trash container for curbside pick-up, not recycled.
- 5) Glass containers shall be emptied, rinsed, and collected together for curbside pick-up.
- 6) Magazines shall be collected together for curbside pick-up.
- 7) Newspapers shall be collected together for curbside pick-up.
- 8) Office paper shall be If shredded, placed in a clear/transparent plastic bag and tied shut. A full bag should be no larger than a basketball. Otherwise, collected together for curbside pick-up.
- 9) Rigid plastic containers (Only items numbered 1, 2, and 5) shall be emptied, rinsed, and cap replaced. They are collected together for curbside pick-up.
- 10) Steel containers shall be emptied, rinsed, and collected together for curbside pick-up. Do not crush.
- 11) Waste tires shall be picked up by the recycling vendor contracted by the Village (John's Disposal) when the resident schedules a bulk item pick up appointment with the recycling vendor (John's Disposal). No more than 2 tires per month or 8 tires per year.

1.16 Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings.

- 1) Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):
 - a) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - ii. The ratio of trash container volume to recycling container volume is at most 2:1.
 - iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
 - b) Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
 - c) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
 - d) Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

- 2) The requirements specified in 1) do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11(5) through (15) from solid waste in as pure a form as is technically feasible.

1.17 Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties.

- 1) Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in s. 1.11(5) through (15):
 - (a) Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
 - (b) Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
 - (c) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
 - (d) Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.
- 2) The requirements specified in 1) do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in s. 1.11 (5) through (15) from solid waste in as pure a form as is technically feasible.

1.18 Prohibitions on Disposal of Recyclable Materials Separated for Recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in s. 1.11 (5) through (15) that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

1.19 Enforcement.

- 1) For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the Village of North Prairie or the contracted recycling vendor (John's Disposal) may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Village of North Prairie or John's

Disposal who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.

- 2) Any person who violates any provision of this ordinance may be issued a citation by the Village of North Prairie to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- 3) Penalties for violating this ordinance may be assessed as follows:
 - (a) Any person who violates s. 1.18 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2000 for a third or subsequent violation.
 - (b) Any person who violates any provision of this ordinance, except s. 1.18, may be required to forfeit not less than \$10 or more than \$1000 for each violation.

CONFLICTING ORDINANCES. All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed.

SEVERABILITY. The provisions of this ordinance shall be deemed severable, and it is expressly declared that the Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provisions of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage and posting or publication as provided by law.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of North Prairie, Waukesha County, Wisconsin on this 12th day of February 2026.

VILLAGE OF NORTH PRAIRIE

Dan Miresse, Village President

ATTEST:

Evelyn Etten
Village Administrator/Clerk/Treasurer

Athletic Field Use Agreement Between North Prairie Pythons. and

The Village of North Prairie - 2026

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 Pythons, a Land o' Lakes Baseball Team (hereinafter "Pythons"). 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 10th, 17th, June 6th, 7th, 14th, 21st, 28th and July 11th. Additional dates for playoffs would be August 8th, 9th, 15th and 16th. All games will start at noon. Practice Dates/Time???
3. **Payments and other Compensation:**
 - a. Ninety-five dollars (\$95.00) per game for hardball field and concession stand usage.
 - b. Python's will need to obtain appropriate license/permit for sale of concessions and be staffed accordingly, as required by law.
 - c. Payment to be made in full, net 30, at the end of the season.
4. **Use of Subject Property for Practice and Games:** Python's shall be entitled to the use of said athletic field, restrooms, and concession pavilion, parking and grass areas at the above noted dates/times 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 10am - 4 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. Maintaining garbage containers in adequate condition to reasonably secure items placed in the containers. This includes providing adequate size bags and rubber bands for restock use.
 - II. Preparing diamonds/fields of specific dates by mowing and grass/weed control by fencing with bases in place at 90'.
7. **Use of Concession Stands at Subject Properties:** Python's 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/permits are obtained through the Village of North Prairie. Alcohol sales must be approved through Public Works Committee. Should alcohol sales be allowed it

must be follow all WI State Statues and North Prairie Ordinances. No carry-in alcohol may be sold at any park.

8. Items stored in the Storage Units and/or Concession Stand: Python's shall only store food and beverage related items in the concession stand. Any other items stored in the concession area will need approval from Public Works Committee. North Prairie is not responsible for product spoilage due to power outage, equipment breakdown or malfunction. North Prairie agrees to store, in the DPW facility on Oakridge Dr. and an agreed upon area in Veteran's Park Pavilion, lime chalk, spray paint purchased by Python's and appropriate lining and spray equipment as required.
9. Python's shall be solely responsible for the following at all times during this agreement:
 - a. Will be responsible to drag and line field for each scheduled day of use.
 - b. 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.
 - c. Python's, should a rubbish container become full, will remove the full bag and place it in dumpster, at north end of Village Hall, and restock the container with a new bag/band. This includes garbage receptacles in dugout areas.
10. Indemnification: In addition to, and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, Python's 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 Python's and only during activities where Python members are present or in any other way growing out of this agreement.
11. 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). User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. **No later than April 30, 2026** 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. Python's **MUST** provide the 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.

12. Compliance with Law: Python's shall comply with all current and future applicable codes of North Prairie, the County of Waukesha, the State of Wisconsin and the Federal Government. Python's 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.

13. Failure to comply: In the event the Python's fail 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.

14. 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 _____, 2026.

Village of North Prairie President: _____

Dan Miresse

Attest: _____

Evelyn Etten, Administrator/Clerk/Treasurer

This Agreement has been approved by North Prairie Python's, a Land o' Lake Baseball Team. and executed this date: _____, 2026.

North Prairie Python Board President: _____