



**JOINT PARKS AND RECREATION BOARD  
MEETING NOTICE AND AGENDA**

**Wednesday, August 14, 2024**

**6:30 PM**

Pewaukee City Hall ~ Common Council Chambers

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1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to 2 minutes, if further time for discussion is needed please contact the Director prior to the meeting.
3. Approval of meeting minutes from July 10, 2024 meeting.
4. Discussion and possible action to recognize Pewaukee Youth Baseball's contribution of \$40,360 towards Pewaukee Sports Complex ball diamond 4 fence and warning track improvements.
5. Update regarding synthetic field turf installation at Pewaukee Sports Complex.
6. Discussion and possible action regarding lease agreement with Beachside Boat & Bait LLC to remove Marietta Herdeman from lease and transfer ownership and liability to current tenant.
7. Discussion and possible action regarding Laimon Park financials for June and July 2024.
8. Discussion and possible action regarding 2025 proposed budget.
9. Adjournment

Nick Phalin, CPRP  
Parks & Recreation Director

August 9, 2024

**NOTICE**

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

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Park and Recreation Director at (262) 691-7275 by 2:00 p.m. the Monday prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 3.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:**

***SUBJECT:***

Approval of meeting minutes from July 10, 2024 meeting.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Minutes

**MEETING MINUTES**  
**Wednesday, July 10, 2024**  
**6:30 PM**

Pewaukee City Hall ~ Common Council Chambers

In attendance:

Alderman B. Dziwulski, D. Linsmeier, G. Majeskie, D. Kaatz, Trustee K. Kreuser, E. Krasovich, K. Berriman.

Also Present:

Director of Parks and Recreation N. Phalin.

1. Call to Order and Pledge of Allegiance
2. Public Comment
3. Approval of the June 12, 2024 meeting minutes.

**A motion was made and seconded, (Dave Linsmeier, Gary Majeskie) to approve meeting minutes from June 12, 2024.** Motion Passed: 4-For, 0-Against.

4. Discussion and possible action regarding Lake Country Football Club proposal to enter into soccer agreement for facility use.

**A motion was made and seconded, (Dave Linsmeier, Eric Krasovich) to assign a subcommittee to** Motion Passed: 6-For, 0-Against.

5. Discussion and possible action regarding purchase and installation of an outdoor bulletin board at Laimon Park.

**A motion was made and seconded, (Eric Krasovich, Kristen Kreuser) to approve use of Laimon funds** Motion Passed: 6-For, 0-Against.

6. Discussion and possible action regarding Laimon Park financials for March, April and May 2024.

**A motion was made and seconded, (Dave Linsmeier, Gary Majeskie) to approve Laimon Park financials for March, April and May 2024.** Motion Passed: 6-For, 0-Against.

7. Adjournment

**A motion was made and seconded, (Kristen Kreuser, Kelly Berriman) to adjourn.** Motion Passed: 6-For, 0-Against.

Respectfully Submitted,  
Nick Phalin, CPRP

July 8, 2024

**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 4.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

***SUBJECT:***

Discussion and possible action to recognize Pewaukee Youth Baseball's contribution of \$40,360 towards Pewaukee Sports Complex ball diamond 4 fence and warning track improvements.

***BACKGROUND:***

PYB recently had an amendment to their agreement approved by the Common Council. They would like to see their \$40,360 contribution of Pewaukee Sports Complex ball diamond 4 fence and warning track relocation as part of the synthetic field turf project recognized towards their \$100,000 over 5-years portion of the amendment.

***FINANCIAL IMPACT:***

Invoice is attached - would satisfy approximately 40% of their 5-year commitment.

***RECOMMENDED MOTION:***

To approve as requested. This was a vital portion in relocating home plate and keeping the diamonds flexible for different ages to play appropriately.

**ATTACHMENTS:**

Description

H&H Invoice

Patriot Fence Invoice



H&H CIVIL CONSTRUCTION

21110 Main Street, Collins, WI 54207

920.772.4422 | www.hhcivcon.com | office@hhcivcon.com

# PROPOSAL

July 2, 2024

**Prepared for:**

Kyle J. Haug, President  
Pewaukee Youth Baseball  
414.405.0406

**Project:**

Warning track

Thank you for allowing H&H Civil Construction the opportunity to submit this proposal. Based on recent discussions, we have put together the following scope of work to demo the existing warning track and excavate approx. 600 LF of warning track to new location.

**Scope of Work**

- Layout of our work
- Mobilization
- Demo of existing warning track and salvage material, 5" depth
- Sod cut existing grass and topsoil and place in the demo area to 5" depth
- Place salvaged warning track material and compact
- Seed, fertilize, and mulch demo area
  - This work is to be completed while our crew and equipment are onsite.

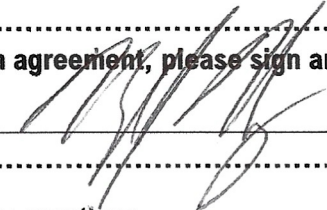
**Exclusions**

- |                                                                                                               |                                                                |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Relocation of any utilities in conflict with our work (irrigation, electrical, etc.) | <input type="checkbox"/> Permits                               |
| <input type="checkbox"/> Drainage                                                                             | <input type="checkbox"/> Fence or foul poles                   |
|                                                                                                               | <input type="checkbox"/> Any additional warning track material |

**Pricing**

**Total Base Bid \$14,800.00**

**If in agreement, please sign and date below to commit to the above pricing.**

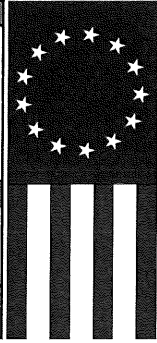

7/12/2024

Please contact me with any questions.

Best Regards,

Tim Horswill, Owner  
tim@hhcivcon.com  
920.428.6346 (c)

**PROJECT**  
Pewaukee Sports Complex Diamond 4



# PATRIOT FENCE

**OFFICE** PO Box 596 - Sussex, WI 53089  
(262)521-0029  
**SHOP** 926 Silvermail Rd - Pewaukee, WI 53072

**DOCUMENTS USED THIS QUOTE:**  
**PLANS:**  
**SPECS:**  
**ADDENDA:**  
**START:**  
**COMPLETION:**

**BID DATE** RFQ Monday, June 17, 2024  
**PROPOSAL #** 24- 435 R 2  
**DATE** Friday, June 21, 2024  
**PREPARED BY** Trevor Schroeder  
(262)388-3758  
J. Biehl  
jae@patriotfencing.com

Furnish & install (with **NON UNION/OPEN SHOP LABOR**) per specifications unless otherwise noted:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	PRICE	TOTAL
TAX					NOT INCLUDED
	REMOVE/SALVAGE EXISTING FENCE (POSTS ARE CONCRETE SET) POSTS CUT OFF BELOW GRADE	683	LF		\$25,560.00
	RE-INSTALL SALVAGED FENCE (NEW POSTS TO BE DRIVEN) 8' CENTERS	575	LF		
<b>OPTION:</b>					
	PRIVATE UTILITY LOCATE FEE / PROTECT PRIVATE UTILITIES (PER VISIT)	1	EA	<del>\$ 1,000.00</del>	

**NOTES:**  
OWNER TO REMOVE AND REINSTALL TOP CAP ON FACE

**NOT INCLUDED UNLESS INDICATED SPECIFICALLY ABOVE:**

- ADDITIONAL COSTS INCURRED FROM POOR DIGGING CONDITIONS and/or UNDERGROUND OBSTRUCTIONS.
  - BONDING (ANY AMOUNT UNLESS SPECIFICALLY INDICATED ABOVE)
  - PERMITS
  - SPOIL REMOVAL FROM SITE
  - ELECTRICAL GROUNDING
  - CORE DRILLING / CONCRETE SAWCUTTING
- NOT INCLUDED

PRICING GOOD FOR 30 DAYS.

\* Must make sure final fence placement encloses field for security reasons (outfield fence to be connected with foul line fence) KJH 7/11/24

\$ 25,560.00  
  
 Signature \_\_\_\_\_ Date 7/11/24  
 Email hanger-19@yahoo.com  
 P.O. Box 178  
 Pewaukee, WI 53072  
 Address \_\_\_\_\_  
 Elizabeth Hayes-Kotecki \_\_\_\_\_ Date

**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 5.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:**

***SUBJECT:***

Update regarding synthetic field turf installation at Pewaukee Sports Complex.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***



**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 6.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:** Nick Phalin

***SUBJECT:***

Discussion and possible action regarding lease agreement with Beachside Boat & Bait LLC to remove Marietta Herdeman from lease and transfer ownership and liability to current tenant.

***BACKGROUND:***

Marietta Herdeman is selling her portion of the business and requesting that her name be removed from the lease agreement. Director Phalin has confirmed with Village Attorney Gralinski this is appropriate. Herdeman's attorney has drafted the attached proposal.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

To approve this request and recommend to the Village Board.

**ATTACHMENTS:**

Description

Herdeman release

## ASSIGNMENT OF LEASE

Marietta Herdeman, individually (“Assignor”) hereby assigns to Matthew T. Kreitlow, individually, (“Assignee”), all of Assignor’s rights, title and interest in and to the attached Real Estate Lease Agreement dated February 22, 2016, as amended, between Assignor as co-Tenant and the Village of Pewaukee, a Wisconsin municipal corporation, as Landlord, for the premises located at 129 Park Avenue, Pewaukee, Wisconsin 53072 (“Lease”).

In consideration of the foregoing assignment, Assignee hereby accepts the Lease and agrees to assume all of Assignor’s obligations, duties, agreements and liabilities under the Lease from and after the date hereof. Assignee agrees to indemnify, defend and hold harmless Assignor, its legal representatives, successors and assigns from and against any claims, damages, suits, actions, expenses and other liabilities arising out of the Lease with respect to events occurring on or subsequent to the date of this Assignment of Lease.

Upon full execution of this Assignment of Lease, Landlord hereby agrees that Marietta Herdeman is released from any obligations arising under the Lease from the date hereof.

Beachside Boat & Bait, LLC, a Wisconsin limited liability company, shall remain a co-Tenant under the Lease after the execution hereof, it being the intention that Beachside Boat & Bait, LLC’s rights and obligations under the Lease shall not be affected hereby.

[SIGNATURES ON FOLLOWING PAGE]

Dated: \_\_\_\_\_, 2024.

**ASSIGNOR:**

\_\_\_\_\_  
Marietta Herdeman, individually

**ASSIGNEE:**

\_\_\_\_\_  
Matthew T. Kreitlow, individually

**LANDLORD CONSENT**

The undersigned, Village of Pewaukee ("Landlord"), as the landlord under the Lease described and defined in the foregoing Assignment of Lease (the "Assignment") to which this Consent is attached, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consents to the assignment of the Lease from Assignor to Assignee upon the terms and conditions stated in such Assignment.

From and after the date of the Assignment, Landlord shall send all notices sent to the "Tenant" under the Lease to:

Matthew T. Kreitlow  
129 Park Ave.  
Pewaukee, WI 53072

Dated: \_\_\_\_\_, 2024.

**LANDLORD:**

VILLAGE OF PEWAUKEE, by the Pewaukee Park and  
Recreation Department

\_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

## SECOND ADDENDUM TO COMMERCIAL REAL ESTATE LEASE AGREEMENT

This Second Addendum to Commercial Real Estate Lease Agreement (“Second Addendum”) is made and entered into this 14 day of February, 2023, by and between the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation, by the Pewaukee Park and Recreation Department, with its principal office and place of business located at 235 Hickory Street, Pewaukee, Wisconsin, 53072 (hereinafter referred to as “Landlord”) and BEACHSIDE BOAT & BAIT, LLC, and MARIETTA HERDEMAN, individually, (hereinafter collectively referred to as the “Tenant”).

### R E C I T A L S

WHEREAS, the Landlord and the Tenant entered into a Real Estate Lease Agreement on February 22, 2016 (hereinafter “Lease Agreement”) relative to Tenant’s occupancy of the first floor of the structure located at 129 Park Avenue, Pewaukee, Wisconsin, 53072 and the related appurtenances (hereinafter referred to as the “Premises”); and

WHEREAS, the Lease Agreement provided for an initial term commencing April 1, 2016 (the “Commencement Date”) and the termination date of the initial term on March 31, 2019 (the “Termination Date”); and

WHEREAS, the Landlord and the Tenant entered into an Addendum to said Real Estate Lease Agreement on October 11, 2017 (hereinafter referred to as the “Addendum”) which provided for the extension of the Lease Term through March 31, 2023; and further provided for annual adjustments to the rental rate for each year of the Renewal Term; and

WHEREAS, the Addendum also provided for the Tenant receiving permission to make maintenance and minor improvements to the Premises, subject to the terms set forth in the Addendum; and

WHEREAS, the parties are desirous of extending the Lease commencing April 1, 2023 through March 31, 2028, subject to the terms and conditions as set forth in the original Lease Agreement, the Addendum, as well as this Second Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises herein contained, the Landlord and Tenant hereby agree that the term of the Lease Agreement as amended shall be extended, with a second renewal term (hereinafter the “Second Renewal Term”) commencing April 1, 2023 and continuing through March 31, 2028 (hereinafter referred to as the “Second Renewal Termination Date”).

That the terms and conditions of the original Real Estate Lease Agreement dated February 22, 2016, as amended by the Addendum dated October 11, 2017, shall remain the same except as specifically provided for hereunder:

1. That the tenants to the Second Addendum shall be Beachside Boat & Bait, LLC, as well as Marietta Herdeman, individually, which shall be collectively referred to as the “Tenant”.

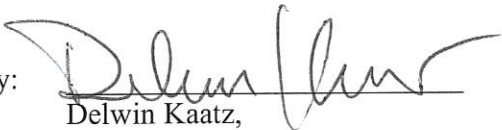
2. That the rent for the Second Renewal Term shall be as provided for in the Addendum, except that commencing April 1, 2023, the Base Rent shall be \$1,545.70 per month. That Base Rent shall increase by three (3%) percent, commencing April 1, 2024; and on the same date of each successive year thereafter for the balance of the Second Renewal Term.

3. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

Dated as of the date first above written.

**LANDLORD:**

Village of Pewaukee  
By Park and Recreation Department


By:   
Delwin Kaatz,  
Joint Park Board Chairperson

By:   
Nick Phalin, Director

**TENANT:**

Beachside Boat & Bait, LLC

By:   
Marietta Herdeman  
Owner/Member  
Print Name & Title

  
Marietta Herdeman, Individually

**ADDENDUM TO REAL ESTATE LEASE AGREEMENT**

This Addendum to Real Estate Lease Agreement ("Addendum") is made and entered into this 11th day of October, 2017, by and between the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation, by the Pewaukee Park and Recreation Department, with its principal office and place of business located at 235 Hickory Street, Pewaukee, Wisconsin, 53072 (hereinafter referred to as "Landlord") and BEACHSIDE BOAT & BAIT, LLC, and KENNETH KREITLOW and MARIETTA HERDEMAN, individually, (hereinafter collectively referred to as the "Tenant").

**R E C I T A L S**

WHEREAS, the Landlord and the Tenant entered into a Real Estate Lease Agreement on February 22, 2016 (hereinafter "Lease Agreement") relative to Tenant's occupancy of the first floor of the structure located at 129 Park Avenue, Pewaukee, Wisconsin, 53072 and the related appurtenances (hereinafter referred to as the "Premises"); and

WHEREAS, the Lease Agreement provided for an initial term commencing April 1, 2016 (the "Commencement Date") and the termination date of the initial term on March 31, 2019 (the "Termination Date"); and

WHEREAS, the Lease Agreement provided that upon the mutual consent of the parties, the Lease Agreement may be extended for an additional term under such terms and conditions as the parties may consent to; and

WHEREAS, the parties are desirous of extending the term of the Lease Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises herein contained, the Landlord and Tenant hereby agree that the term of the Lease Agreement shall be extended, with a renewal term (hereinafter the "Renewal Term") commencing April 1, 2019 and continuing through March 31, 2024 (hereinafter referred to as the "Renewal Termination Date").

That the terms and conditions of the original Real Estate Lease Agreement dated February 22, 2016 remain the same except as specifically provided for hereunder:

1. That the rent for the Renewal Term shall be as follows:

First Year of Renewal Term:	\$1,285.93 per month <b>2019</b>
Second Year of Renewal Term:	\$1,324.51 per month <b>2020</b>
Third Year of Renewal Term:	\$1,364.25 per month <b>2021</b>
Fourth Year of Renewal Term:	\$1,405.18 per month <b>2022</b>
Fifth Year of Renewal Term:	\$1,447.34 per month <b>2023</b>

*2019-2023 .35*

*May 2020 - \$2,980.15*  
*May 2021 - \$3,069.56*  
*May 2022 - \$3,161.65*  
*May 2023 - \$3,256.50*

2. The Landlord hereby consents to the Tenant performing maintenance and minor improvements to the Premises subject to approval of the Landlord and further subject to the following conditions:

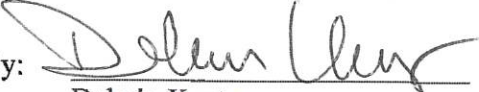
- A. The Tenant agrees that any person providing any construction services shall execute a Hold Harmless Agreement in a form satisfactory to the Landlord before performing those services.
- B. No minors shall provide services.
- C. Lien Waivers shall be supplied for any materials acquired with value in excess of \$100.00 or in lieu thereof, a paid receipt for the full amount of the materials.
- D. Tenant agrees to defend and hold harmless the Landlord, its officers, employees, agents and assigns as and against any and all claims, demands, actions or causes of action, including actual attorney fees, arising from the performance of the maintenance and improvement services as provided for hereunder.

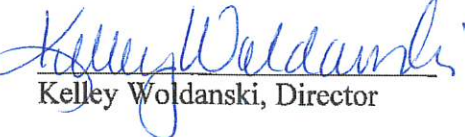
3. All other terms and conditions of the Lease Agreement shall remain in full force and effect.

Dated as of the date first above written.

**LANDLORD:**

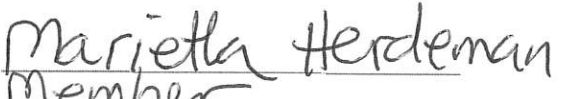
Village of Pewaukee  
By Park and Recreation Department

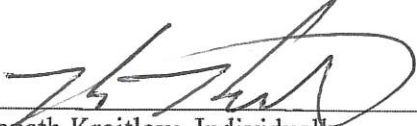
By:   
Delwin Kaatz,  
Joint Park Board Chairperson


By:   
Kelley Woldanski, Director

**TENANT:**

Beachside Boat & Bait, LLC

By:   
Member  
Print Name & Title

  
Kenneth Kreitlow, Individually

  
Marietta Herdeman, Individually



## REAL ESTATE LEASE AGREEMENT

THIS REAL ESTATE LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into as of this 22<sup>nd</sup> day of February, 2016, by and between the VILLAGE OF PEWAUKEE by the Pewaukee Park and Recreation Department, a Wisconsin Municipal Corporation, with its principal and place of business located at 235 Hickory Street, Pewaukee, Wisconsin, 53072 (hereinafter referred to as "Landlord") and Beachside Boat & Bait, LLC and KENNETH KREITLOW and MARIETTA HERDEMAN (hereinafter collectively referred to as the "Tenant").

### R E C I T A L S

**WHEREAS**, the Landlord has acquired the property at 129 Park Avenue, Pewaukee, Wisconsin, 53072 (hereinafter referred to as the "Building") partially through a State of Wisconsin Department of Natural Resources Stewardship Grant for the purpose of operating a park at said location; and

**WHEREAS**, there is a three story structure on the premises, the first floor of which the Landlord desires for there to be a commercial office to operate a small convenience store, as well as to oversee boat launch and gas sales, and the rental of boats; and

**WHEREAS**, the Landlord has entered into a separate lease agreement for the residential space which constitutes the second and third floors of the structure, and a portion of the first floor which includes a small living area and entryway.

**NOW, THEREFORE**, in consideration of the rents and covenants hereinafter set forth, as well as the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord does hereby demise, let and lease to Tenant and Tenant does hereby hire, take and lease from Landlord under the terms and conditions as set forth hereunder, the Premises as defined herein, to have and hold the same with all appurtenances unto Tenant for the term hereinafter specified.

1. **Premises.** Landlord hereby agrees to lease to Tenant and Tenant leases from Landlord the first floor of the structure located at 129 Park Avenue, Pewaukee, Wisconsin, 53072 (hereinafter referred to as the "Premises"), as well as the parking spaces identified in the attached Exhibit A and the boat slips identified on Exhibit B.

2. **Term.** The term ("Term") of this Lease shall commence on the 1<sup>st</sup> day of April, 2016 (hereinafter referred to as the "Commencement Date") and will terminate on March 31, 2019 (hereinafter referred to as the "Termination Date").

3. **Extension of Term.** Upon the mutual consent of the parties, this Lease may be extended for an additional Term under such terms and conditions as the parties may consent to.

4. **Occupancy.** The parties acknowledge that Tenant is desirous of engaging in some remodeling of the Premises at Tenant's sole cost and expense. As a result, Landlord agrees to permit Tenant to have occupancy of the Premises, effective February 22, 2016; however, the rent shall not commence to run until April 1, 2016.

5. Rent. Beginning thirty (30) days after the Commencement Date and continuing thereafter throughout the Term of this Lease, Rent shall accrue as provided herein. Tenant shall pay to Landlord rental lease payments in equal monthly installments in advance as follows:

<u>Term Year</u>	<u>Monthly Installments</u>
Lease Year 1	\$1,200.00/month
Lease Year 2	\$1,224.00/month
Lease Year 3	\$1,248.48/month

All rent will be payable in advance on or before the Commencement Date and thereafter on the 1<sup>st</sup> day of each calendar month during the Term without demand and without deduction or setoff unless expressly set forth in this Lease. The rent and all other sums payable by Tenant shall be paid to Landlord as provided for in Section 28. Notwithstanding the foregoing, Tenant shall pay to Landlord prior to the Commencement Date, the sum of One Thousand Two Hundred (\$1,200.00) Dollars for the first month's rent and One Thousand Two Hundred Forty-Eight and 48/100s (\$1,248.48) Dollars for the last month's rent.

In addition, Tenant shall pay, throughout the Term of this Lease, as additional rent the following rent adjustment, all of the Taxes and Operating Expenses for the Premises. Taxes shall refer to all real estate taxes, installments, special assessments, sewer charges, public fire protection charges, transit taxes, taxes based upon receipt of rent and any other federal, state or local government charges, storm water fees, hydrant charges that shall now be or hereinafter levied, assessed or imposed against the Building as a result of Tenant's occupancy of the Premises. Operating Expenses shall include 80% of the water and sewer charges for the Premises. Fees relating to the Tenant's use of the Premises including fixtures and improvements therein, including costs, materials, supplies, tools and equipment used in connection therewith, and costs incurred in connection with the operation, maintenance, repair, inspection and servicing of electrical, plumbing, mechanical equipment, the live wells and the cost of materials, supplies, tools and equipment used in connection with the Tenant's use of the Premises with the exception of the public lavatory on the first floor; cost of services including electricity, gas and other utilities; all other expenses as otherwise provided for hereunder. Snow removal shall be supplied by the Landlord. Tenant shall be responsible to have the carpets professionally cleaned at the end of the tenancy. Under no circumstances shall the Tenant permit any dog owned by the Tenants to walk about the commercial premises being rented by Tenant. Tenant shall provide evidence of liability insurance providing coverage for their pet with limits acceptable to the Landlord.

The Tenant shall be charged an additional amount of five (5%) percent of the rent for any late payment of rent.

Landlord and Tenant intend that Base Rent, Operational Expenses and Taxes as provided for hereunder shall be paid to Landlord without any charges, assessments, impositions, expenses or deduction of any kind or nature whatsoever.

6. Security Deposit. The Tenant, at the inception of the original lease term, delivered to Landlord a Security Deposit in the sum of Two Thousand Five Hundred (\$2,500.00) Dollars as security for the faithful performance by Tenant of all the terms, conditions and provisions of this Lease to be performed by Tenant ("Security Deposit"). The Security Deposit

shall be refunded to Tenant upon the expiration of this Lease and after Tenant has vacated the Premises, but only on the condition that the Tenant is not in default under this Lease and that the Premises are returned to Landlord in the condition specified in this Lease. Should Tenant fail to carry out and perform any of the terms and provisions in this Lease, then and in that event, Landlord, at its option and in addition to any other rights or remedies Landlord may have, may use the Security Deposit or any part thereof for the purpose of remedying such default, in which event the original amount of such Security Deposit shall be promptly replenished by Tenant. In no event may Tenant require Landlord to apply such Security Deposit or any part thereof for rent past due or to accrue hereunder.

7. Joint and Several Liability. The Tenant under this Lease Agreement is Beachside Boat & Bait, LLC and Kenneth Kreitlow and Marietta Herdeman. All Tenants are jointly and severally liable for all of the obligations of this Lease, as such it is not necessary for the Landlord to exhaust all available remedies against one Tenant in order for the other to be liable. Specifically, Kenneth Kreitlow and Marietta Herdeman agrees to personally guaranty the obligations of Beachside Boat & Bait, LLC under the terms of this Lease, including, but not limited to, all financial obligations of the Lease.

8. Use. Tenant will use and occupy the Premises only for permitted use (the "Permitted Use") which, for purposes of this Lease, shall be considered operation of a convenience store, rental of boats, boat launch and fuel sales, and for no other purpose. Neither the Premises nor any part of the Premises shall be used, at any time during the term of this Lease, by the Tenant for any other purpose other than the Permitted Use. The Use of the Premises by Tenant will, at all times, be subject to and will conform to applicable zoning ordinances, laws and regulations of any applicable municipal authority. Tenant will not allow any waste or nuisance on the Premises or the Building, or use or allow the Premises or the Building to be used for any unlawful purpose.

Landlord consents to permitting the Tenant to run a small convenience store from the Premises for the sale of beverages, snacks, boating supplies, fishing licenses, bait, tackle, fishing equipment, etc. However, under no circumstances, is alcohol permitted to be sold for consumption on the Premises.

Tenant acknowledges that this is a public park and therefore, access to the restroom must be provided to the public during the operating hours, which will be 7:00 a.m. to 7:00 p.m. Tenant shall consent to honor all operations of the Laimon Family Lakeside Park as may be conducted from and conducted by the Village of Pewaukee and the Pewaukee Park & Recreation Department.

9. Hazardous Materials. Tenant shall not cause or permit any flammable explosive, petroleum products, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law, including, without limitation, any substance regulated under Wis. Stat. § 292.01(5) (collectively, "Hazardous Materials") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business and further for the fuel which may be stored and dispensed, provided that Tenant shall handle, store, use and dispose of any such Hazardous Material in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises or

the Building. Except to the extent caused by the intentional act, omission or negligence of Landlord or its agents or employees, Tenant will indemnify and hold Landlord harmless from any liability, claim or injury, including reasonable attorneys' fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of the use, manufacture, handling, storage, disposal or release of any Hazardous Materials by Tenant, its agents and employees on, under or about the Premises or the Building. Tenant's liability under this paragraph is limited to the liability caused by the actions, omissions or negligence of Tenant or Tenant's employees, invitees, agents, suppliers or contractors. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

10. Quiet Enjoyment. Tenant covenants that, upon paying the rent and performing the terms and conditions of the covenants provided for in this Lease, the Tenant will peacefully and quietly have, hold and enjoy the Premises for the agreed Term.

11. Improvements or Alterations. Landlord shall have no responsibility for any improvements to the Premises, and Tenant will have the sole responsibility for finishing, furnishing and otherwise making the Premises fit for Tenant's Use, including electrical wiring within the Premises, if necessary.

Tenant shall not make improvements, alterations, additions or installations in or to the Premises (hereinafter referred to as the "Work") without Landlord's prior written consent. All Work must be performed in compliance with all applicable laws, ordinances and governmental regulations and Tenant must provide proof reasonably satisfactory to Landlord, and at Landlord's request, that all such alterations, additions or improvements are in strict compliance with all applicable laws, ordinances, governmental regulations and insurance requirements. At Landlord's request, Tenant shall provide Landlord with plans and specifications for the Work, contact information of any contractor and assurances Tenant will make full payment for all costs related to the Work. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description which may arise out of or be connected, in any way, with such Work. All alterations, additions, improvements and decorations made to the Premises by Tenant shall remain and become the property of Landlord, unless Landlord shall require Tenant, at Tenant's expense, to remove any or all Work and repair the damage caused by such removal so that the Premises is in the same condition it was as of the Commencement Date, general wear and tear excepted.

Landlord reserves the right, when necessary by reason of accident or damage or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Premises as reasonably necessary and to interrupt or suspend the supply of electricity, water and other services to the premises until the repairs, alterations or improvements have been completed. There shall be no abatement of rent because of such obstruction, interruption or suspension provided the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

12. Damage. If the Building is materially damaged by fire or other casualty, and Landlord elects not to repair or restore within one hundred twenty (120) days of the occurrence of the damage, then either party shall have the right to terminate this Lease by written notice to the other.

13. Public Taking. If all of the Building is taken by any public authority under its power of condemnation, this Lease shall terminate as of the date possession is taken by the acquiring authority, and the Rent then due will be pro-rated accordingly. If any material part of the Building is to be taken which results in making the Premises unsuitable for Tenant to conduct its business, then Tenant shall have the right to terminate this Lease as of the date of taking upon written notice to Landlord, given within forty-five (45) days after the date of such taking. In the event of any such taking, all damages awarded by the acquiring authority for any such taking, whether from the whole or a part of the Premises, shall belong and be the sole property of Landlord whether such damages shall be awarded as compensation for a loss of, or diminution in value to, the leasehold or the fee of the Premises. Tenant shall have the right to pursue such separate claim or claims as Tenant may legally have against the condemning authority, but not against Landlord, for relocation expenses, interruption of business, leasehold improvements or other items allowed by law.

14. Condition of Premises. Landlord makes no representations or warranties with respect to the Building or Premises. Tenant takes the Premises "As Is", "Where Is" and acknowledges that Tenant has sufficient knowledge of the Premises and Building to be fully informed about its condition and accepts the same "As Is" and "Where Is".

15. Maintenance and Repair of Premises. The Tenant shall, at Tenant's sole cost and expense, maintain the Premises and all improvements in good repair at all times. All damage or injury done to the Premises or Building by Tenant or by any of Tenant's employees, agents or invitees, shall be repaired by Tenant at Tenant's own expense.

Tenant shall, at all times during this Lease, and at Tenant's own cost and expense, keep and maintain the Premises in good and sanitary order, condition and repair, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and Tenant shall use all reasonable precaution to prevent waste, damage or injury thereto. Tenant agrees, at the expiration of this Lease, or upon the earlier termination thereof, to quit and surrender the Premises in as good condition and repair as it was in the beginning of the Term, reasonable wear and tear excepted.

Tenant, at Tenant's expense, agrees to replace light bulbs as needed; maintain smoke detectors; change furnace filters as needed; make minor repairs to plumbing fixtures; and minor touch up of exterior paint.

The Premises does not include the exterior walls or roof of the Building or the HVAC system of the Premises, which remain the responsibility of Landlord. Notwithstanding the foregoing, if any such repairs shall be as a result of the intentional misconduct and/or negligence of Tenant or Tenant's employees, agents or invitees, then any such repairs shall be the obligation of the Tenant and the cost of such repairs shall be paid by Tenant.

Parties acknowledge that they each wish to install security cameras on the premises. Landlord will bear the expense of installing the cameras on the exterior of the building and Tenant agrees to allow the Landlord to use its wi-fi access to provide an internet connection to the exterior cameras. Landlord acknowledges that Tenant intends to install cameras on the interior of the building and the Landlord consents to this, provided that at the conclusion of the tenancy, the areas where the cameras are installed will be restored to the condition that existed prior to the tenancy, reasonable wear and tear excepted. The parties agree to work together to perhaps do

joint purchasing for the camera equipment to possibly achieve economies of scale in the joint purchasing.

16. Utilities. Tenant shall be responsible for, and will pay, prior to delinquency, the cost of gas, electricity, fuel, light, heat, power and all other utilities or services furnished to the Premises or used by Tenant in connection with the Premises, as well as 80% of the costs of water and sewer charges for the building. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Premises.

17. Parking. Tenant acknowledges that it has non-exclusive rights to the use of two (2) parking spaces as identified in Exhibit A. Those spaces are to be used in conjunction with the residential tenant occupying the second and third floors of the Building, on a first-come/first-serve basis. Under no circumstances shall the Tenant store any trailers on the property.

18. Boat Slips/Mooring Space. Tenant acknowledges that it is being provided with use of four (4) boat slips as identified in Exhibit B and that the Landlord shall not be liable for the care or protection of any boats or any loss or damage, of whatever kind or nature, to the boats or the contents, gear or equipment or any other property whatsoever occasioned, which may be moored in said slips. Tenant shall not allow the mooring space, or any part thereof, permit the same to be used for any illegal, immoral or improper purposes. Tenant shall not make or permit to be made any disturbance, noise or annoyance whatsoever detrimental to the vicinity of the mooring space. Tenant shall make any and all repairs to the mooring space if damage was, in any way, caused by the fault or negligence of the Tenant or its guests, invitees or licensees and Tenant shall, at the expiration of the Term of this Lease, surrender and deliver said mooring space without demand and in as good as condition when entered, ordinary wear and tear excepted. Tenant shall not place any equipment or materials on the pier so as to interfere with the ingress or egress around said pier by other boat owners. Tenant acknowledges that the Landlord has leased boat slips to other tenants. Tenant agrees not to make any major repairs to any boat while it is docked in the mooring space.

The parties acknowledge that it is the Tenant's intention to rent boats from the slips identified on Exhibit B. Tenant agrees to make clear to any renter that Tenant or their agents and assigns are renting the boat, and that such rental is not, in any way, connected with or sponsored by the Landlord. Tenant agrees to hold harmless the Landlord as and against any and all claims, demands, actions, causes of action, including actual attorney fees, arising from claims surrounding the rental of boats from the Premises. Landlord is responsible for any damage to Premises by Landlord or Landlord's invitees (slip holders, boat launch and park patrons).

Tenant agrees not to allow for boats to be kept and stored above the ordinary high water mark of Pewaukee Lake along the shoreline without the express permission of the Landlord. Notwithstanding the foregoing, Tenant will be permitted to store kayaks on a rack on the Premises, but only on a rack approved by Landlord in a location approved by Landlord. Tenant acknowledges that the racks that have been in place for boat launching on the side of the pier closest to the condominiums will not be installed next season. The parties further acknowledge that canoes and kayaks will be permitted to launch from the right side of the launch pier.

19. Boat Launch/Fueling. As part of this Lease, Tenant agrees to provide staff and support services to fuel boats on behalf of the Landlord; to collect fees for the launching of boats; and to provide to the Landlord on a not-less-than daily basis all receipts from the

launching of boats and the fueling of boats. Said funds shall be deposited on a daily basis between April 15<sup>th</sup> and September 15<sup>th</sup>, and on a twice-weekly basis otherwise, in the account of the Village of Pewaukee at North Shore Bank, located at 120 W. Wisconsin Avenue, Pewaukee, Wisconsin, 53072. Tenant agrees to maintain a ledger in the form attached as Exhibit D, identifying the sales made, the fees collected and amounts turned over to Landlord and will provide said records not less than weekly to the Landlord. Tenant agrees to post a fidelity bond in favor of the Landlord in an amount of not less than \$5,000.00. Tenant further agrees to make provisions for a safe to hold the daily receipts for the launch and fueling activities described hereunder. Tenant acknowledges that Landlord's insurer requires that their spill plan be followed in the event of any spill of fuel. A copy of that spill plan shall be provided to the Tenant prior to occupancy. Said plan may be amended or updated from time to time as may be required by the insurer. Landlord is responsible for any damage from failure, defects and/or malfunctions of gas tanks, pumps, dispensing nozzles and all maintenance of same.

20. Tenant Financial Records. Tenant agrees to provide access to its financial records, as well as to permit auditing of those records by the Landlord or its assignees on not-less-than a monthly basis.

21. Personal Property Taxes. Tenant shall be responsible for the payment of any and all personal property taxes attributable to its inventory and other personal property situated in and about the Premises or Building.

22. Landlord's Casualty Insurance. Landlord shall be responsible for insuring and shall at all times during the Term carry, as an Operating Expense of the Building, a policy of insurance which insures the Building, including the Premises, against loss or damage by fire or other casualty (namely, the perils against which insurance is afforded by an ISO special causes of loss form commercial property insurance policy, or its equivalent); provided, however, that Landlord shall not be responsible for, and shall not be obligated to insure against, any loss or damage to personal property (including, but not limited to, any furniture, machinery, equipment, goods or supplies) of Tenant or which Tenant may have on the Premises or any trade fixtures installed by or paid for by Tenant on the Premises or any additional improvements which Tenant may construct on the Premises. If Tenant's operation or the Tenant Finish Improvements installed by Tenant pursuant to the provisions of Paragraph 9 result in an increase in the premiums charged during the Term on the casualty insurance carried by Landlord on the Building, then the cost of such increase in insurance premiums shall be borne by Tenant, who shall reimburse Landlord for the same as additional rent after being billed therefore. Landlord may carry comprehensive general liability insurance for the bodily injury, including death and property damage, and the reasonable cost thereof shall be included as an Operating Expense.

23. Indemnification and Insurance. Except for the gross negligence or intentional misconduct of Landlord, Landlord's agents, servants or employees, Tenant shall be responsible for, shall insure against, and shall indemnify Landlord and hold it harmless from, any and all liability for any loss, damage or injury to person or property, arising out of use, occupancy or operations of Tenant and occurring in, on or about the Premises and Tenant hereby releases Landlord from any and all liability for the same, to the extent that the loss, damage or injury is due to Tenant's negligence or willful misconduct. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims asserted by reason of such loss, damage or injury and to pay any judgments, settlements, costs, fees and expenses, including actual attorney's fees, incurred in connection therewith.

Tenant shall provide and maintain in full force and effect, at no cost to Landlord, the following coverage with minimum limits as indicated:

A. Tenant shall maintain commercial general liability ("CGL") insurance (or its equivalent satisfactory to Landlord) and, if necessary, commercial umbrella or excess insurance with a total limit of not less than \$3,000,000 each occurrence as described below. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Lease. CGL insurance shall be written on an occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

B. Landlord (and, if requested by Landlord, Landlord's mortgagee and property manager) shall be included as an additional insured under the CGL insurance. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord. There shall be no endorsement or modification of the insurance to make it excess over other available insurance; alternatively, if the insurance states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Such insurance policy or policies shall contain a "severability of interest" clause or endorsement that precludes the insurer from denying the claim of either Tenant or Landlord because of the negligence or other acts of the other. If at any time during the Term Tenant owns or rents more than one location, the policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply to each location owned or rented by Tenant. Tenant's liability insurance shall contain a mortgagee clause acceptable to Landlord and Landlord's mortgagee.

C. Tenant shall maintain ISO special causes of loss form commercial property insurance (or its equivalent) covering its personal property, trade fixtures installed by or paid for by Tenant and all alterations and improvements to the Premises for their full replacement value, naming Landlord (and, if requested by Landlord, Landlord's mortgagee) as loss payee as its interest may appear. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant, whether it is insured.

D. Tenant shall purchase business interruption and in no event shall Landlord be liable for any business interruption or other consequential loss sustained by Tenant, whether it is insured, even if such loss is caused by the negligence of Landlord, its employees, officers, directors, or agents. The purchase of such insurance shall not relieve Tenant from its obligation to pay rent and other sums which Tenant is obligated to pay hereunder during any such period of untenability.

E. Tenant shall purchase workers' compensation insurance as required by law.

F. Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and Landlord. Such insurance shall include such risks as fire, theft, vandalism, flood and disaster.



G. The policies of insurance required hereunder shall provide that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in avoidance of claims under such policies and will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds. The policies shall also contain a provision that the coverage evidenced thereby will be primary and non-contributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be deemed excess coverage. Tenant will not take any action or permit action to be taken by others upon the Premises which would cause a rate of insurance upon the Building or any part of the Building to be increased or to cause such insurance to be cancelled or limited in any way. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increases as additional rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord and if the Tenant fails to so remedy or rectify, Landlord may, at its option, terminate this Lease and the Tenant will immediately deliver full possession of the Premises to the Landlord. All policies of insurance to be carried hereunder shall include a provision that Landlord shall be provided with not less than thirty (30) days notice of any cancellation or material modification to the terms of the policy. Any provision such as that the insurance company will endeavor to provide such notice are unacceptable and will be rejected.

H. The Tenant will further, during the Term, maintain such other insurance in such amounts and such sums as the Landlord may reasonably determine from time to time, and evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.

I. The comprehensive general liability insurance to be provided by Tenant hereunder shall be in the joint name of the Landlord and Tenant so as to indemnify and protect both the Tenant and Landlord, and to contain a cross-liability and severability of interest clause so that the Landlord and Tenant may be insured in the same manner and to the same extent as if individual insurance policies had been issued to each. Tenant agrees to maintain boiler and machinery insurance on such boilers and pressure vessels as may be installed by or under the exclusive control of the Tenant in the Premises.

J. Tenant agrees to maintain hired and non-owned automobile insurance with respect to all motor vehicles owned or hired by the Tenant and operated under its business.

K. All insurance under this Section shall be placed and maintained with insurers authorized to do business in the State of Wisconsin and reasonably acceptable to Landlord, whose reasonable acceptance shall not be unreasonably withheld, and its mortgagee. Tenant agrees to make available at its offices copies of any insurance policies for Landlord's review if requested. Tenant shall furnish Landlord with duly executed certificates of insurance certifying that such insurance has been provided. Such certificate shall also specify the dates when such insurance commences and expires. Certificates should be delivered to Landlord's address for notices under Paragraph 29 below. Tenant agrees that such insurance shall be maintained throughout the entire Term of this Lease. New certificates shall be provided within two (2) weeks of the renewal date of any expiring insurance coverage giving evidence of continuing coverage. If Landlord is not provided with evidence of the requisite insurance not

later than fifteen (15) days prior to the Commencement Date and thirty (30) days before the expiration date of any such insurance, Landlord may request such evidence from Tenant and Tenant shall thereafter have five (5) days to provide the evidence required hereunder. If Tenant fails within such five-day period to provide the required evidence, Landlord shall have the right to take any action or make any payment required to continue coverage as required by this Lease and Tenant hereby covenants to reimburse and hold Landlord harmless for the cost of any such action or payment. Tenant shall not be given occupancy of the Premises on the Commencement Date unless it has provided Landlord with evidence of insurance as required hereunder.

L. Tenant's insurance policies shall be on an occurrence basis.

M. Waiver of Subrogation. Landlord and Tenant hereby release each other and each other's employees, agents, customers and invitees from any and all liability for any loss, damage or injury to property occurring in, on or about or to the Premises, improvements to the Building or personal property within the Building, by reason of fire or other casualty which are covered by applicable standard fire and extended coverage insurance policies. Because the provisions of this paragraph will preclude the assignment of any claim mentioned herein by way of subrogation or otherwise to an insurance company or any other person, each party to this Lease shall give to each insurance company which has issued to it one or more policies of fire and extended coverage insurance notice of the terms of the mutual releases contained in this paragraph, and have such insurance policies properly endorsed, if necessary, to prevent the invalidation of insurance coverages by reason of the mutual releases contained in this paragraph.

N. Limitation on Landlord's Liability. Notwithstanding anything to the contrary contained herein, in no event shall Landlord be obligated to expend any monies pursuant in excess of the applicable insurance proceeds that Landlord receives for repair or restoration of the Premises or Building.

Notwithstanding anything contained herein to the contrary, Landlord and its partners, shareholders, affiliates, officers, agents, servants and employees shall not be liable for any damage to person, property or business or resulting from the loss of use thereof sustained by Tenant or by any other persons due to the Building or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building, including the Premises, or due to any act or neglect of any tenant or occupant of the Building or of any other person. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, ice, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause. Tenant agrees that all personal property located in the Premises or upon loading docks, receiving and holding areas, or freight elevators of Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof.

O. Notwithstanding the foregoing, the Tenant shall not be responsible for any liability incurred by the Landlord arising from the use of the pier and boat slips by other tenants of the Landlord or members of the public, except to the extent that said liability arises from the acts or omissions of the Tenant, its employees, contractors or assigns.

24. Signs. Tenant shall be entitled to place two (2) signs on the exterior of the Building with the written consent of Landlord; one on the front portion of the Building and the other on the back portion of the Building. Landlord shall be entitled to review, unless provided written consent, to any changes in the sign face, whether it be as to the text of the sign or its appearance. Any signs placed on the Premises with Landlord's consent by Tenant shall be at the sole expense of Tenant and such signs must comply with the applicable ordinances, laws and regulations. Tenant shall, at Landlord's request, replace the face of such sign if the sign shows visible wear or fading, in Landlord's sole, but reasonable, discretion. Any sign must be tasteful and in keeping with the quality and character of the Building. The placement of any sign on the Building is also subject to compliance with the Village of Pewaukee's Sign Code and approval, as necessary, by the Village of Pewaukee Plan Commission or Staff and Pewaukee Park & Recreation Department.

25. Subletting and Assignments. Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, by operation of law or otherwise, without the prior written consent of Landlord, whose consent shall not be unreasonably withheld. Tenant shall not sublet the Premises or any part or parts thereof or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant without like consent. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of said Premise shall not operate to exhaust Tenant's obligations hereunder. In the event that Tenant does assign or in any manner transfer this Lease or any estate or interest therein, Tenant and all guarantors of this Lease shall, in no way, be released from any of its obligations under this Lease and any proposed assignment hereunder shall contain such acknowledgement by Tenant and all guarantors in language satisfactory to Landlord.

Landlord agrees that its consent to such Assignment shall not be unreasonably withheld provided that: (i) Tenant shall furnish Landlord with a copy of the proposed assignment or sublease documents and any related ancillary agreements with the assignee or subtenant; (ii) at the time of the proposed assignment or subletting, Tenant shall not be in default under this Lease; (iii) any proposed assignee shall assume for the benefit of Landlord all of Tenant's obligations under this Lease by a legally sufficient instrument reasonably acceptable to Landlord; and (iv) in the event Tenant assigns or sublets the entire Premises, Tenant shall agree by legally sufficient instrument reasonably acceptable to Landlord to pay over to Landlord, as additional rent, all sums received or receivable by Tenant under the terms and conditions of any such assignment or subletting which are in excess of the amounts otherwise required to be paid by Tenant pursuant to this Lease. This provision shall not apply to a partial assignment or partial sublease of the Premises.

It is specifically acknowledged by the parties that it shall not be unreasonable for Landlord to withhold such consent on any reasonable grounds, including (a) the potential use of the Premises by such assignee or subtenant would not be consistent with the character of the Building, would duplicate, conflict with or not be compatible with other existing uses, would cause an increased demand for parking, would impose undue wear and tear on the Building, would increase the cost of insuring the Building or is otherwise not acceptable to Landlord, in Landlord's reasonable judgment and discretion; (b) any alterations that would be made to the Premises to accommodate any such assignee or subtenant are not acceptable to Landlord, in Landlord's reasonable judgment and discretion; or (c) the proposed assignee or subtenant is a governmental agency or a tenant or occupant of the Building or any other property in which Landlord has an interest.

26. Subordination. This Lease shall subordinate to any mortgages presently existing or that may hereafter be placed upon the Premises by the Landlord to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements and extensions of them, provided that said subordination will not adversely affect the covenant of Quiet Enjoyment set forth above. This provision shall be self-operative and no further instruments of subordination shall be required by any mortgagee. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord or Landlord's lender(s) may request. Tenant shall, upon receipt of a request therefor, execute and deliver to Landlord or to any proposed holder of a mortgage or trust deed or to any proposed purchaser of the Premises, a certificate in recordable form, certifying that this Lease is in full force and effect, and that there are no offsets against rent nor defenses to Tenant's performance under this Lease, or setting forth any such offsets or defenses claimed by Tenant.

27. Mortgage. Tenant agrees to execute any modification of this Lease and/or an Estoppel Letter which may be required by a lender as a condition to making a first mortgage loan on the Building; provided that no such modification will alter the rent or term provided herein nor materially reduce the economic value hereof to Tenant. Tenant agrees to complete and promptly return any estoppel certificates that may be required in connection with any mortgage loan on the Building.

28. Liens. If because of any act or omission of Tenant or anyone claiming by, through, or under Tenant, any mechanic's lien or other lien shall be filed against the Premises or the Building or against other property of Landlord (whether such lien is valid or enforceable as such), Tenant shall, at its own expense, cause the same to be discharged of record within a reasonable time, not to exceed thirty (30) days after the date of filing thereof, and shall also defend and indemnify Landlord and hold it harmless from any and all claims, losses, damages, judgments, settlements, cost and expenses, including attorneys' fees, resulting therefrom or by reason thereof. If such lien is not discharged of record within thirty (30) days after the date of filing thereof, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including reasonable attorneys' fees and Landlord's Costs) incurred by Landlord in connection with such lien.

29. Access to the Premises. Landlord, its employees and agents and any mortgagee of the Building shall have the right to enter any part of the Premises at all reasonable times, and upon twenty-four (24) hours prior notice, for the purposes of examining or inspecting the same, showing the same to prospective purchasers, mortgagees or tenants and for making such repairs, alteration or improvements to the Premises or the Building as Landlord may deem necessary or desirable. If representatives of Tenant shall not be present to open and permit such entry into the Premises at any time when such entry is necessary or permitted hereunder, Landlord and its employees and agents may enter the Premises by means of a master key or otherwise. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, nor entitle Tenant to any abatement of rent therefor. For the purposes of showing the Premises to a prospective tenant, Landlord may only enter the Premises pursuant to this section either (i) during the last twelve (12) months of the rental period, or (ii) following notice from Tenant that they are exercising their option to terminate the Term. In the case of an emergency, Landlord may enter the premises without providing notice to Tenant.

30. Surrender of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord, together with all keys, access cards, alterations, improvements, and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Landlord may restore the Premises to such condition at Tenant's expense, which shall be payable upon demand. Upon such expiration or termination Tenant's trade fixtures, furniture and equipment shall remain Tenant's property, and if Tenant shall not then be in default under this Lease. Tenant shall have the right to remove the same prior to the expiration or earlier termination of this Lease. Tenant shall promptly repair any damage caused by any such removal, and shall restore the Premises to the condition existing prior to the installation of the items so removed. Any of Tenant's trade fixtures, furniture or equipment not so removed shall be considered abandoned and may be retained by Landlord or be destroyed. All of the obligations of Tenant shall survive the expiration of the Term or termination of this Lease.

31. Abandonment. If any time during the Term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering and without become liable to the Tenant for damages or for any payment of any kind whatsoever and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises or any portion of the Premises for the whole or any part of the then-expired Term and may receive and collect all rents payable by virtue of such reletting and at the Landlord's option hold the Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the then-expired term if this Lease had continued in force and the net rent for such period realized by the Landlord by means of the reletting. The Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned in which case the Landlord may dispose of all such personal property in any manner that the Landlord may deem appropriate and is relieved of all liability for having done so.

32. Holding Over. If Tenant remains in possession of the Premises without the consent of Landlord after the expiration or earlier termination of this Lease, Tenant shall be deemed to hold the Premises as a tenant at will subject to all of the terms, conditions, covenants and provisions of this Lease (which shall be applicable during the holdover period), except that Tenant shall pay to Landlord one and one half times the last current Base Rent, which rent shall be payable to Landlord on demand. In addition, Tenant shall be liable to Landlord for all damages occasioned by such holding over. Tenant shall vacate and surrender the Premises to Landlord upon Tenant's receipt of notice from Landlord to vacate. No holding over by Tenant, whether with or without the consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided herein.

33. Notice and Place of Payment. All rent and other payments required to be made by Tenant to Landlord shall be deposited in the Village of Pewaukee Laimon Lakeside Park Account at North Shore Bank. The address of North Shore Bank is 120 W. Wisconsin Avenue, Pewaukee, Wisconsin, 53072. The Landlord may specify other payment instructions from time to time by written notice given to Tenant.

All payments required to be made by Tenant to Landlord shall be delivered or mailed to Landlord at the address set forth below or at any other address within the United States as Landlord may specify from time to time by written notice given to Tenant.

Any notice, demand or request required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced to writing and mailed by registered or certified mail or recognized overnight courier, postage prepaid, to the party who is to receive such notice, demand or request at the address set forth below or at such other address as Landlord or Tenant may specify from time to time by written notice. Such notice, demand or request shall be deemed to have been given as of the date it was so delivered or mailed.

**Landlord:**

Village of Pewaukee  
235 Hickory Street  
Pewaukee, WI 53072

**Tenant:**

Beachside Boat & Bait, LLC  
Kenneth Kreitlow/Marietta Herdeman  
129 Park Avenue  
Pewaukee, WI 53072

34. Tenant Certificates. Tenant agrees, within fifteen (15) days after request therefor by Landlord, to execute (in recordable form if requested) and deliver to Landlord a written statement certifying (if such be the case) to the best of the Tenant's knowledge (a) that this Lease is in full force and effect; (b) the commencement and ending dates of the term; (c) that rent is paid currently and stating the amount of rent, if any, paid in advance; (d) whether there are any uncured defaults under this Lease, or if such defaults are claimed, stating the facts giving rise thereto; and (e) such other matters with respect to the status of this Lease that may be reasonably requested.

35. Memorandum of Lease. Landlord and Tenant, upon the request of either, shall execute and deliver a Memorandum of Lease in proper form for recording which shall contain the identity of the parties, a description of the Premises, the term of the Lease and may include such other matters as may be mutually agreed upon by Landlord and Tenant.

36. Defaults and Remedies:

A. Default by Tenant. The occurrence of any one or more of the following events shall be a default and breach of this Lease by Tenant:

(i) Tenant shall fail to pay any monthly installment of Base Rent or additional rent or the Rent Adjustment within five (5) days after the same shall be due and payable.

(ii) Tenant shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after notice thereof from Landlord; provided, however, that if the term, condition, covenant or obligation to be performed by Tenant is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured if Tenant commences such performance within said thirty-day period and thereafter diligently undertakes to complete the same, but in any event completes said cure within ninety (90) days after notice from Landlord.

(iii) Tenant makes an assignment for the benefit of creditors; or substantially all of Tenant's assets in, on or about the Premises or Tenant's interest in this Lease are attached or levied upon under execution (and Tenant does not discharge the same within thirty (30) days thereafter); or

(iv) Tenant causes or permits a hazardous condition to exist on the Premises and fails to cure such condition immediately after notice thereof from Landlord.

(v) Tenant fails to accurately and completely report and deposit income as required under Paragraph 19 of this Lease.

(vi) Tenant fails to observe the requirements of applicable statutes, ordinances or rules of any governmental agency with jurisdiction, including the Landlord.

(vii) Tenant engages in any conduct or activity which reflects negatively against Landlord or which injures the reputation or good will of the Landlord as determined within the sole reasonable discretion of the Landlord.

B. Remedies of Landlord. Upon the occurrence of any event of default set forth in herein. Landlord shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised without further notice to or demand upon Tenant:

(i) Landlord may apply the Security Deposit or re-enter the Premises and cure any default of Tenant, in which event Tenant shall reimburse Landlord as additional rent for any costs and expenses which Landlord may incur to cure such default; and Landlord shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason of Landlord's action, regardless of whether caused by Landlord's negligence or otherwise.

(ii) Landlord may terminate this Lease as of the date of such default, in which event: (A) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Premises, and Tenant shall immediately thereafter surrender the Premises to Landlord; (B) Landlord may re-enter the Premises and dispossess Tenant or any other occupants of the Premises by summary proceedings, ejectment or otherwise, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (C) notwithstanding the termination of this Lease, Landlord may either declare all rent which would have been due under this Lease for the balance of the Term or exercised renewal period to be immediately due and payable, whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination and reentry, or relet all or any part of the Premises for a term different from that which would otherwise have constituted the balance of the Term and for rent and on terms and conditions different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Premises, for the period which would otherwise have constituted the balance of the Term, together with all of Landlord's costs and expenses for preparing the Premises for reletting, including all repairs, tenant finish improvements, marketing costs, broker's and attorney's fees, and all loss or damage which Landlord may sustain by reason of such termination, re-entry and reletting, it being expressly understood and agreed that the liabilities and remedies specified above shall survive the termination of this Lease.

(iii) Landlord may terminate Tenant's right of possession of the Premises and may repossess the Premises by unlawful detainer action, by taking peaceful possession or otherwise, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. If Landlord fails to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the rent which would have been due under this Lease for the balance of the Term or exercised renewal period, accelerated and paid in a lump sum upon termination of Tenant's right of possession. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of all decoration, repairs, remodeling, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this Lease, Tenant shall satisfy and pay the same in an accelerated lump sum upon demand therefor. Tenant shall not be entitled to any rents received by Landlord in excess of the rent provided for in this Lease.

(iv) Landlord may sue for injunctive relief or to recover damages for any loss resulting from the breach.

Any agreement for an extension of the Term or any additional period thereafter shall not thereby prevent Landlord from terminating this Lease for any reason specified in this Lease. If any such right of termination is exercised by Landlord during the Term or any extension thereof, Tenant's right to any further extension shall thereby be automatically canceled. Any such right of termination of Landlord contained herein shall continue during the Term and any subsequent extension hereof.

C. Non-Waiver of Defaults. The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, nor affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provisions. No waiver of any default and breach of this Lease shall be held to be a waiver of any other default or breach. The receipt of rent by Landlord at a time after rent is due under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of less than the full rent due shall not be construed to be other than a payment on account of rent then due, nor shall any statement on Tenant's check or any letter accompanying Tenant's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or omission by Landlord or its employees or agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

37. Subrogation. Landlord and Tenant hereby release the other from any liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by fire or any extended coverage casualty, even if such fire or other casualty occurred because of the negligence of such party; provided always that this release shall be applicable and in force only with respect to and only to the extent that such loss or damage is fully covered by insurance proceeds and then only provided that this release does not adversely affect or impair the recovery of such loss under such policies of insurance.



38. Holdover. Tenant shall pay Landlord for each day Tenant retains possession of Premises or any part thereof after termination hereof, by lapse of time or otherwise, at one and one-half (1 ½) times the rent plus all other charges payable to Tenant, for the last period prior to the date of such termination, and also pay all damages sustained by Landlord by reason of such retention, or if Landlord gives written notice to Tenant of Landlord's election thereof, such holding over shall constitute an extension of this Lease for a period from month to month, on the terms and conditions of this Lease. This provision shall not be deemed to waive Landlord's right of re-entry or any other rights hereunder or at law.

39. Transfer by Landlord. Landlord shall have the right to convey, transfer or assign, by sale or otherwise, all or any part of Landlord's interest in the Premises or Landlord's interest in this Lease, all at any time and to any person, subject to the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall cease upon the execution of such conveyance, transfer or assignment provided notice thereof has been promptly furnished to Tenant and the transferee shall assume such covenants and obligations as Landlord from and after the date of transfer.

40. Indemnity. Neither party shall be liable to the other for any personal injury or property damage to such party or to its officers, agents, employees, customers or invitees, unless caused by the negligence or intentional act of that party. As such, each party shall indemnify the other for: (a) any claims made by its officers, agents, employees, customers or invitees; and (b) in the instance of negligence or an intentional act, the claims of any third party.

41. Non-Liability. Landlord shall not be liable for any damage to the property of Tenant or of others located on the Premises or Building, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, unless caused by the negligence or intentional act of Landlord. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or Building or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any latent defect in the Premises. All property of Tenant kept or stored on the Premises or Building shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless caused by the negligence or intentional act of Landlord.

42. Bankruptcy or Insolvency. It is understood and agreed that the following shall apply in the event of the bankruptcy or insolvency of Tenant:

A. If a petition is filed by, or an order for relief is entered against Tenant under Chapter 7 of the Bankruptcy Code and the trustee of Tenant elects to assume this Lease for the purpose of assigning it, such election or assignment, or both, may be made only if all of the terms and conditions of subparagraph B below are satisfied. To be effective, an election to assume this Lease must be in writing and addressed to Landlord, and in Landlord's business judgment, all of the conditions hereinafter stated, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied. If the trustee fails to elect to assume this Lease within sixty (60) days after his appointment, this Lease will be deemed to have been rejected, and Landlord shall then immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee and this Lease shall be terminated. Landlord's right to

be compensated for damages in the bankruptcy proceeding, however, shall survive such termination.

B. If Tenant files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code, or if a proceeding filed by or against Tenant under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding and Tenant's trustee or Tenant as debtor-in-possession fails to assume this Lease within sixty (60) days from the date of the filing of such petition or conversion, then the trustee or the debtor-in-possession shall be deemed to have rejected this Lease. To be effective any election to assume this Lease must be in writing addressed to Landlord and, in Landlord's business judgment, all of the following conditions, which Landlord and Tenant acknowledge to be commercially reasonable, must have been satisfied:

(i) The trustee or the debtor-in-possession has cured or has provided to Landlord adequate assurance, as defined in this subparagraph, that:

- (a) The trustee will cure all monetary defaults under this Lease within ten (10) days from the date of assumption and
- (b) The trustee will cure all nonmonetary defaults under this Lease within thirty (30) days from the date of assumption.

(ii) The trustee or the debtor-in-possession has compensated Landlord, or has provided Landlord with adequate assurance, as hereinafter defined, that within ten (10) days from the date of assumption Landlord will be compensated for any pecuniary loss it has incurred arising from the default of Tenant, the trustee, or the debtor-in-possession, as recited in Landlord's written statement of pecuniary loss sent to the trustee or debtor-in-possession.

(iii) The trustee or the debtor-in-possession has provided Landlord with adequate assurance of the future performance of each of Tenant's obligations under this Lease; provided, however, that:

- (a) From and after the date of assumption of this Lease, the trustee or the debtor-in-possession shall pay the Base Rent and additional rent payable under this Lease in advance in equal monthly installments on each date that such rents are payable;
- (b) The trustee or debtor-in-possession shall also deposit with Landlord, as security for the timely payment of rent, an amount equal to three (3) months' Base Rent and other monetary charges accruing under this Lease;
- (c) If not otherwise required by the terms of this Lease, the trustee or the debtor-in-possession shall also pay in advance, on each day that any installment of Base Rent is payable, one-twelfth (1/12) of Tenant's annual Taxes, Operating Expenses, and other obligations under this Lease; and
- (d) The obligations imposed upon the trustee or the debtor-in-possession will continue for Tenant after the completion of bankruptcy proceedings.

(iv) Landlord has determined that the assumption of this Lease will not breach any provision in any other lease, mortgage, financing agreement, or other agreement by which Landlord is bound relating to the Premises or Building.

(v) If requested by Landlord, the assignee will obtain guarantees, in form and substance satisfactory to Landlord (e.g., letter(s) of credit), from one or more persons who satisfy Landlord's standards of creditworthiness.

(vi) Landlord has obtained consents or waivers from any third parties which may be required under any lease, mortgage, financing arrangement, or other agreement by which Landlord is bound, to enable Landlord to permit such assignment.

C. When, pursuant to the Bankruptcy Code, the trustee or the debtor-in-possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, it is agreed that such charges will not be less than the Base Rent as defined in this Lease, plus additional rent and other monetary obligations of Tenant included herein.

D. Neither Tenant's interest in this Lease nor any estate of Tenant created in this Lease shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, nor otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant, unless Landlord consents in writing to such transfer. Landlord's acceptance of rent or any other payments from any trustee, receiver, assignee, person, or other entity will not be deemed to have waived, or waive, either the requirement of Landlord's consent or Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

#### 43. Miscellaneous.

A. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required hereunder (except for the payment of rent due hereunder by Tenant) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond such party's reasonable control, then performance of such act shall be excused for a period equivalent to the period of such delay.

B. Corporate or Partnership Authority. If Tenant is a corporation or limited liability company (LLC), each individual executing this Lease on behalf of said corporation or LLC represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or LLC, in accordance with a duly adopted resolution of the board of directors of said corporation or the members or managing member of the LLC, and that this Lease is binding upon said corporation or LLC in accordance with its terms. If Tenant is a partnership, each individual executing this Lease on behalf of said partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such partnership, in accordance with the partnership agreement or authority duly granted to such person by the partnership, and that this Lease is binding upon said partnership in accordance with its terms.

C. Costs and Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorney's fees.

D. Non-Waiver. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by either party unless such waiver shall be in writing signed by such party.

E. Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor, in any way, affect this Lease.

F. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Lease or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law. The Circuit Courts for the State of Wisconsin, and specifically the Circuit Court for Waukesha County, shall have jurisdiction to hear any and all disputes that are in any way related to this Lease.

G. Benefit. The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. However, the parties acknowledge that there are no third party beneficiaries to this Lease.

H. Execution. The parties agree that facsimile transmissions of this Lease and signatures thereon, including signatures by email, shall be valid and binding, provided, however, upon request of either party, the parties shall promptly exchange signed original counterparts hereof. This Lease may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

I. Time is of the Essence. Time is of the essence of this Lease and of all provisions hereof.

J. Entire Agreement and Amendments. This Lease constitutes the entire agreement between Landlord and Tenant affecting the Premises and there are no other agreements, either oral or written, between them other than as herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

K. Brokers. Tenant represents and warrants that it has dealt with no broker or agent in this transaction. Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker or agent claiming commissions or other compensation as

Tenant's representative or agent with regard to this transaction. The provisions of this section shall survive the termination of this Lease.

L. Further Assurances. Each party to this Agreement shall from time to time hereafter, and upon request, execute, acknowledge and deliver such other instructions and documents as may be reasonably required to carry out the terms and conditions of this Agreement.

M. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air conditioning, cooling, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant. Tenant will be responsible, at its own expense, to replace all electric light bulbs, fluorescent tubes, ballasts or fixtures serving the Premises.

N. Tenant will not make or allowed to be made any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or neighbors to the Premises. Tenant will dispose of its trash in a timely, proper and sanitary manner.

O. The provisions of this Lease regarding Rent, Security Deposit, as well as Indemnity and Insurance shall survive the termination of this Lease.

P. Landlord is aware that the Tenant has a dog. Tenant acknowledges that dogs are not allowed in Village Parks. Notwithstanding the foregoing, Tenant will keep its dog on a leash at all times and the parties shall agree on a specific place to have the dog relieve itself and Tenant agrees to clean up after the dog immediately. Tenant also agrees to provide evidence of liability insurance with respect to the keeping of the dog on the Premises. Under no circumstances shall the dog be allowed to walk about the commercial premises.

Q. The terms of the request for proposal from the Village of Pewaukee Park & Recreation Department are attached hereto and incorporated herein as Exhibit C.

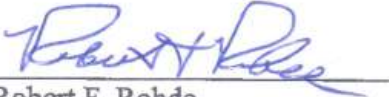
[Signature Page to Follow]

Dated as of the date first above written.

**LANDLORD:**

Village of Pewaukee

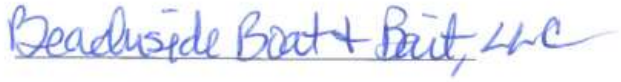
By Park and Recreation Department

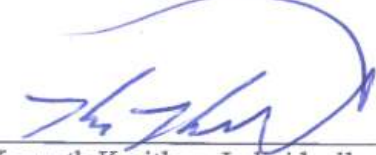
By:   
Robert F. Rohde,  
Joint Park Board Chairperson

By:   
Kelley Woldanski, Director

**TENANT:**

Beachside Boat & Bait, LLC

By:   
Print Name & Title

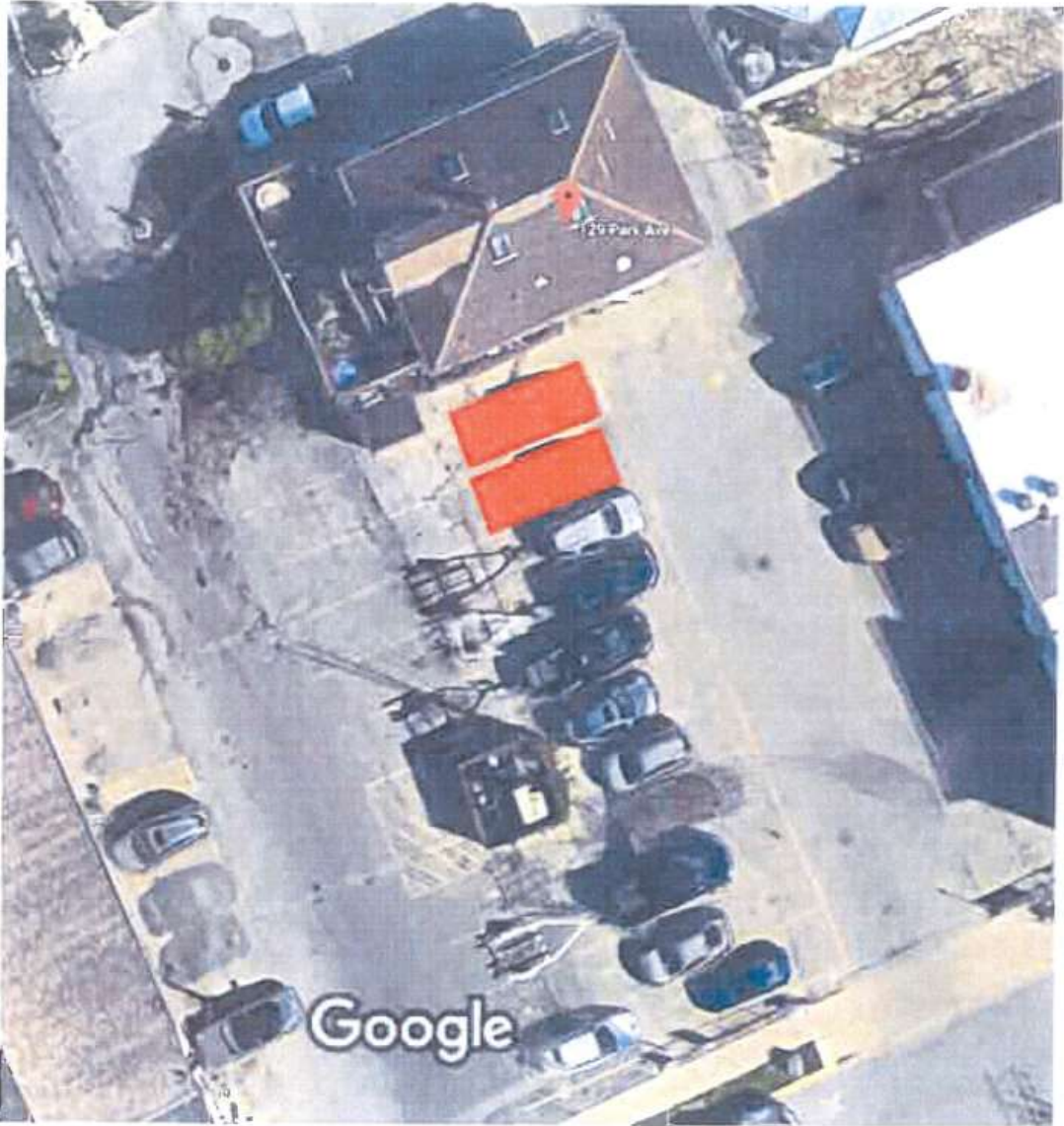
  
Kenneth Kreitlow, Individually

  
Marietta Herdeman, Individually

EXHIBIT A – PARKING SPACES

**SEE ATTACHED**

EXHIBIT A



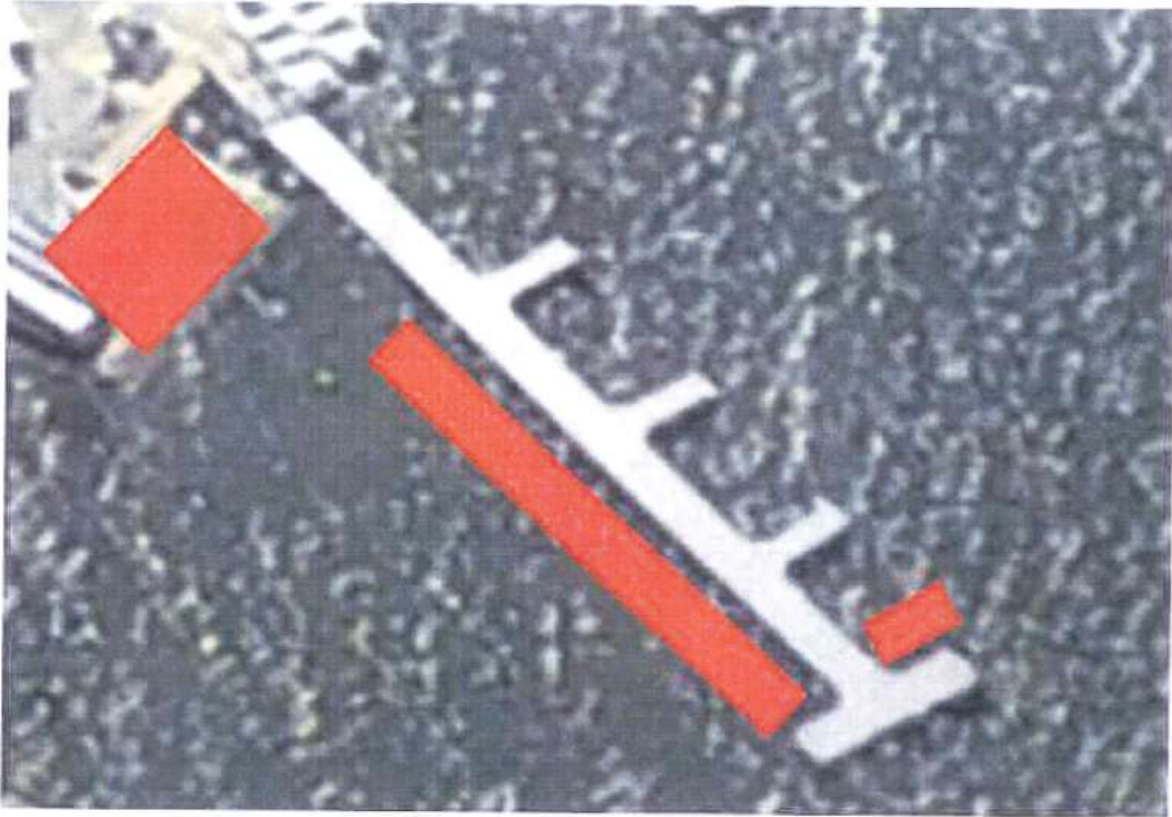
Assigned parking spaces.



**EXHIBIT B - BOAT SLIPS**

**SEE ATTACHED**

EXHIBIT B



Joint Board approves of use of the areas marked in red for the tenant to moor boats for the duration of the lease. This includes mooring up to six pontoon boats on the left side and utilize the one slip on the right to allow guests to get onto the boat. The area in red near shore will be allowed for fishing boat storage - we will place our ramps on this side for tenant to use.

The number of boats shall be limited to the number that can safely fit within the ramp area. **No** ramps will be placed on the right side of the pier as shown in the picture.

**EXHIBIT C – Parks & Recreation Dept.  
Terms of Request for Proposal**

**EXHIBIT D – LEDGER FORM**

**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 7.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:**

***SUBJECT:***

Discussion and possible action regarding Laimon Park financials for June and July 2024.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

June 2024

July 2024

		REVENUE					Prev Yr to			YTD % to
Account Number		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Current	2024 YTD Total	2024 Budget	Budget
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	35,722.00	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	-	-	0.00%
960-00-40622-001-000	GASOLINE SALES	26,258.00	18,206.12	16,296.46	20,647.57	12,743.14	(7,904.43)	19,484.13	76,500.00	25.47%
960-00-40622-002-000	BOAT LAUNCH FEES	3,041.75	2,470.00	1,980.00	1,994.00	1,367.00	(627.00)	5,457.42	7,000.00	77.96%
960-00-40622-003-000	RENTAL REVENUES	-	-	-	-	-	-	79,100.29	72,000.00	109.86%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	5,960.30	6,139.12	3,161.65	3,477.82	-	(3,477.82)	21,179.91	42,672.81	49.63%
960-00-40635-000-000	DONATIONS	-	-	-	-	-	-	-	-	0.00%
960-00-40635-000-100	DONATION/DESIGNATED/LAIMONS	-	-	-	-	-	-	-	-	0.00%
960-00-40636-000-000	INTEREST INCOME	4.50	1.38	41.74	165.80	185.91	20.11	1,244.59	1,000.00	124.46%
<b>Monthly Revenue Totals</b>		<b>\$ 35,264.55</b>	<b>\$ 26,816.62</b>	<b>\$ 21,479.85</b>	<b>\$ 26,285.19</b>	<b>\$ 14,296.05</b>	<b>\$ (11,989.14)</b>	<b>\$ 126,466.34</b>	<b>\$ 234,894.81</b>	<b>54%</b>

		EXPENSES					Prev Yr to			YTD % to
Account Number		6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024	Current	2024 YTD Total	2024 Budget	Budget
960-00-50403-000-000	DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	0.00%
960-00-50427-000-000	PRINCIPAL/INTEREST ON DEBT	-	-	-	-	-	-	40,043.50	40,044.00	100.00%
960-00-51938-000-000	INSURANCE/PROP/LIABILITY/WC	-	-	-	-	-	-	4,775.95	1,650.00	289.45%
960-00-51940-000-000	LAKESIDE PARK LOAN PAYMENT EXP	-	-	-	-	-	-	-	-	0.00%
960-00-51950-000-000	LAND ACQUISITION EXPENSE	-	-	-	-	-	-	-	-	0.00%
960-00-51960-000-000	FISCAL AGENT FEE	-	-	-	8.65	11.53	2.88	191.19	1,100.00	17.38%
	<b>GENERAL GOVERNMENT EXPENSE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8.65</b>	<b>\$ 11.53</b>	<b>\$ 2.88</b>	<b>\$ 45,010.64</b>	<b>\$ 42,794.00</b>	<b>105%</b>
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	-	-	-	1,734.87	5,250.00	33.05%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	-	-	315.51	-	-	-	(77.24)	850.00	-9.09%
960-00-55200-000-150	GASOLINE EXPENSE	10,758.97	13,382.94	10,946.96	16,738.58	8,014.74	(8,723.84)	16,408.39	59,500.00	27.58%
960-00-55200-000-155	OPERATING SUPPLIES	528.34	575.83	631.02	818.12	143.84	(674.28)	244.50	5,500.00	4.45%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	79.80	-	-	12,650.00	12,650.00	24,300.00	15,000.00	162.00%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	301.50	410.67	-	234.00	-	(234.00)	-	5,000.00	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	2,771.00	68.99	576.44	-	486.89	486.89	486.89	5,000.00	9.74%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	-	-	-	-	-	-	4,745.66	6,000.00	79.09%
	<b>CULTURE, MAINTENANCE &amp; TAXES</b>	<b>\$ 14,359.81</b>	<b>\$ 14,518.23</b>	<b>\$ 12,469.93</b>	<b>\$ 17,790.70</b>	<b>\$ 21,295.47</b>	<b>\$ 3,504.77</b>	<b>\$ 47,843.07</b>	<b>\$ 102,100.00</b>	<b>46.86%</b>
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	22,348.00	-	-	-	-	-	56,925.15	90,000.00	63.25%
	<b>CAPITAL OUTLAY</b>	<b>\$ 22,348.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,925.15</b>	<b>\$ 90,000.00</b>	<b>63%</b>
<b>Monthly Expense Totals</b>		<b>\$ 36,707.81</b>	<b>\$ 14,518.23</b>	<b>\$ 12,469.93</b>	<b>\$ 17,799.35</b>	<b>\$ 21,307.00</b>	<b>\$ 3,507.65</b>	<b>\$ 149,778.86</b>	<b>\$ 234,894.00</b>	<b>64%</b>

## MONTHLY REVENUES AND EXPENSES TO BUDGET

		REVENUE									
Account Number		2024	2024	2024	2024	2024	2024	2024 YTD Total	2024 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE				
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	35,722.00	(35,722.00)	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	-	-	-	0.00%
960-00-40622-001-000	GASOLINE SALES	-	-	-	-	6,740.99	12,743.14	19,484.13	76,500.00	(57,015.87)	25.47%
960-00-40622-002-000	BOAT LAUNCH FEES	-	-	-	292.00	3,798.42	1,367.00	5,457.42	7,000.00	(1,542.58)	77.96%
960-00-40622-003-000	RENTAL REVENUES	27,315.04	-	(525.00)	48,635.25	3,675.00	-	79,100.29	72,000.00	7,100.29	109.86%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	6,955.64	3,477.82	3,582.15	3,582.15	3,582.15	-	21,179.91	42,672.81	(21,492.90)	49.63%
960-00-40635-000-000	DONATIONS	-	-	-	-	-	-	-	-	-	0.00%
960-00-40635-000-100	DONATION/DESIGNATED/LAIMONS	-	-	-	-	-	-	-	-	-	0.00%
960-00-40636-000-000	INTEREST INCOME	245.70	210.76	194.92	207.60	199.70	185.91	1,244.59	1,000.00	244.59	124.46%
<b>Total Revenues</b>		<b>\$ 34,516.38</b>	<b>\$ 3,688.58</b>	<b>\$ 3,252.07</b>	<b>\$ 52,717.00</b>	<b>\$ 17,996.26</b>	<b>\$ 14,296.05</b>	<b>\$ 126,466.34</b>	<b>\$ 234,894.81</b>	<b>\$ (108,428.47)</b>	<b>54%</b>

		EXPENSES									
Account Number		2024	2024	2024	2024	2024	2024	2024 YTD Total	2024 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE				
960-00-50403-000-000	DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	-	0.00%
960-00-50427-000-000	PRINCIPAL/INTEREST ON DEBT	-	-	40,043.50	-	-	-	40,043.50	40,044.00	(0.50)	100.00%
960-00-51938-000-000	INSURANCE/PROP/LIABILITY/WC	-	-	350.00	-	4,425.95	-	4,775.95	1,650.00	3,125.95	289.45%
960-00-51940-000-000	LAKESIDE PARK LOAN PAYMENT EXP	-	-	-	-	-	-	-	-	-	0.00%
960-00-51950-000-000	LAND ACQUISITION EXPENSE	-	-	-	-	-	-	-	-	-	0.00%
960-00-51960-000-000	FISCAL AGENT FEE	140.70	27.95	-	22.98	(11.97)	11.53	191.19	1,100.00	(908.81)	17.38%
	<b>GENERAL GOVERNMENT EXPENSE</b>	<b>\$ 140.70</b>	<b>\$ 27.95</b>	<b>\$ 40,393.50</b>	<b>\$ 22.98</b>	<b>\$ 4,413.98</b>	<b>\$ 11.53</b>	<b>\$ 45,010.64</b>	<b>42,794.00</b>	<b>2,216.64</b>	<b>105%</b>
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	-	1,734.87	-	1,734.87	5,250.00	(3,515.13)	33.05%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	-	(392.52)	-	-	315.28	-	(77.24)	850.00	(927.24)	-9.09%
960-00-55200-000-150	GASOLINE EXPENSE	-	-	-	-	8,393.65	8,014.74	16,408.39	59,500.00	(43,091.61)	27.58%
960-00-55200-000-155	OPERATING SUPPLIES	-	-	-	-	100.66	143.84	244.50	5,500.00	(5,255.50)	4.45%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	-	-	11,650.00	12,650.00	24,300.00	15,000.00	9,300.00	162.00%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-	5,000.00	(5,000.00)	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	-	-	-	-	-	486.89	486.89	5,000.00	(4,513.11)	9.74%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	4,745.66	-	-	-	-	-	4,745.66	6,000.00	(1,254.34)	79.09%
	<b>CULTURE, MAINTENANCE &amp; TAXES</b>	<b>\$ 4,745.66</b>	<b>\$ (392.52)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,194.46</b>	<b>\$ 21,295.47</b>	<b>\$ 47,843.07</b>	<b>102,100.00</b>	<b>(54,256.93)</b>	<b>46.86%</b>
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	-	-	-	-	56,925.15	-	56,925.15	90,000.00	(33,074.85)	63.25%
	<b>CAPITAL OUTLAY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,925.15</b>	<b>\$ -</b>	<b>\$ 56,925.15</b>	<b>90,000.00</b>	<b>(33,074.85)</b>	<b>63%</b>
<b>Total Expenses</b>		<b>\$ 4,886.36</b>	<b>\$ (364.57)</b>	<b>\$ 40,393.50</b>	<b>\$ 22.98</b>	<b>\$ 83,533.59</b>	<b>\$ 21,307.00</b>	<b>\$ 149,778.86</b>	<b>\$ 234,894.00</b>	<b>\$ (85,115.14)</b>	<b>64%</b>

**VILLAGE OF PEWAUKEE  
PRELIMINARY FUND BALANCES MONTH ENDING  
June 30, 2024**

FUND	LAIMON
	<u>960</u>
<b>BEGINNING FUND BALANCE 1/01/2024</b>	\$292,449
(+) REVENUES YTD	126,466
(-) EXPENDITURES YTD	(149,779)
<b>PRELIMINARY FUND BALANCE YTD</b>	<u><u>\$269,136</u></u>
(-) BUDGETED USE OF RESERVES	(1,500)
<b>PROJECTED 12/31/2024 FUND BALANCE</b>	<u><u>\$267,636</u></u>



## MONTHLY REVENUES AND EXPENSES TO BUDGET

		REVENUE										
Account Number		2024	2024	2024	2024	2024	2024	2024	2024 YTD Total	2024 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE	JULY				
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	-	35,722.00	(35,722.00)	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	22,506.90	22,506.90	-	22,506.90	0.00%
960-00-40622-001-000	GASOLINE SALES	-	-	-	-	6,740.99	12,743.14	43,367.49	62,851.62	76,500.00	(13,648.38)	82.16%
960-00-40622-002-000	BOAT LAUNCH FEES	-	-	-	292.00	3,798.42	1,367.00	1,244.22	6,701.64	7,000.00	(298.36)	95.74%
960-00-40622-003-000	RENTAL REVENUES	27,315.04	-	(525.00)	48,635.25	3,675.00	-	(172.24)	78,928.05	72,000.00	6,928.05	109.62%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	6,955.64	3,477.82	3,582.15	3,582.15	3,582.15	-	21,492.90	42,672.81	42,672.81	-	100.00%
960-00-40635-000-000	DONATIONS	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40635-000-100	DONATION/DESIGNATED/LAIMONS	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40636-000-000	INTEREST INCOME	245.70	210.76	194.92	207.60	199.70	185.91	-	1,244.59	1,000.00	244.59	124.46%
<b>Total Revenues</b>		<b>\$ 34,516.38</b>	<b>\$ 3,688.58</b>	<b>\$ 3,252.07</b>	<b>\$ 52,717.00</b>	<b>\$ 17,996.26</b>	<b>\$ 14,296.05</b>	<b>\$ 88,439.27</b>	<b>\$ 214,905.61</b>	<b>\$ 234,894.81</b>	<b>\$ (19,989.20)</b>	<b>91%</b>

		EXPENSES										
Account Number		2024	2024	2024	2024	2024	2024	2024	2024 YTD Total	2024 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE	JULY				
960-00-50403-000-000	DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-50427-000-000	PRINCIPAL/INTEREST ON DEBT	-	-	40,043.50	-	-	-	-	40,043.50	40,044.00	(0.50)	100.00%
960-00-51938-000-000	INSURANCE/PROP/LIABILITY/WC	-	-	350.00	-	4,425.95	-	-	4,775.95	1,650.00	3,125.95	289.45%
960-00-51940-000-000	LAKESIDE PARK LOAN PAYMENT EXP	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-51950-000-000	LAND ACQUISITION EXPENSE	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-51960-000-000	FISCAL AGENT FEE	140.70	27.95	-	22.98	(11.97)	11.53	119.20	310.39	1,100.00	(789.61)	28.22%
<b>GENERAL GOVERNMENT EXPENSE</b>		<b>\$ 140.70</b>	<b>\$ 27.95</b>	<b>\$ 40,393.50</b>	<b>\$ 22.98</b>	<b>\$ 4,413.98</b>	<b>\$ 11.53</b>	<b>\$ 119.20</b>	<b>\$ 45,129.84</b>	<b>42,794.00</b>	<b>2,335.84</b>	<b>105%</b>
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	-	1,734.87	-	-	1,734.87	5,250.00	(3,515.13)	33.05%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	-	(392.52)	-	-	315.28	-	-	(77.24)	850.00	(927.24)	-9.09%
960-00-55200-000-150	GASOLINE EXPENSE	-	-	-	-	8,393.65	8,014.74	24,193.60	40,601.99	59,500.00	(18,898.01)	68.24%
960-00-55200-000-155	OPERATING SUPPLIES	-	-	-	-	100.66	143.84	1,654.45	1,898.95	5,500.00	(3,601.05)	34.53%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	-	-	11,650.00	12,650.00	498.55	24,798.55	15,000.00	9,798.55	165.32%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-	-	5,000.00	(5,000.00)	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	-	-	-	-	-	486.89	75.69	562.58	5,000.00	(4,437.42)	11.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	4,745.66	-	-	-	-	-	-	4,745.66	6,000.00	(1,254.34)	79.09%
<b>CULTURE, MAINTENANCE &amp; TAXES</b>		<b>\$ 4,745.66</b>	<b>\$ (392.52)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 22,194.46</b>	<b>\$ 21,295.47</b>	<b>\$ 26,422.29</b>	<b>\$ 74,265.36</b>	<b>102,100.00</b>	<b>(27,834.64)</b>	<b>72.74%</b>
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	-	-	56,925.15	56,925.15	-	56,925.15	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	-	-	-	-	56,925.15	-	(56,925.15)	-	90,000.00	(90,000.00)	0.00%
<b>CAPITAL OUTLAY</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,925.15</b>	<b>\$ -</b>	<b>\$ (56,925.15)</b>	<b>\$ 56,925.15</b>	<b>\$ 90,000.00</b>	<b>\$ (33,074.85)</b>	<b>63%</b>
<b>Total Expenses</b>		<b>\$ 4,886.36</b>	<b>\$ (364.57)</b>	<b>\$ 40,393.50</b>	<b>\$ 22.98</b>	<b>\$ 83,533.59</b>	<b>\$ 21,307.00</b>	<b>\$ 26,541.49</b>	<b>\$ 176,320.35</b>	<b>\$ 234,894.00</b>	<b>\$ (58,573.65)</b>	<b>75%</b>

REVENUE										
Account Number		7/31/2020	7/31/2021	7/31/2022	7/31/2023	7/31/2024	Prev Yr to Current	2024 YTD Total	2024 Budget	YTD % to Budget
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	35,722.00	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	(334.85)	72.86	22,506.90	22,434.04	22,506.90	-	0.00%
960-00-40622-001-000	GASOLINE SALES	32,650.09	22,611.21	31,280.15	35,256.86	43,367.49	8,110.63	62,851.62	76,500.00	82.16%
960-00-40622-002-000	BOAT LAUNCH FEES	2,473.06	1,253.28	1,279.13	1,186.47	1,244.22	57.75	6,701.64	7,000.00	95.74%
960-00-40622-003-000	RENTAL REVENUES	-	(190.77)	168.80	(171.50)	(172.24)	(0.74)	78,928.05	72,000.00	109.62%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	2,980.15	3,069.56	3,161.65	3,477.82	21,492.90	18,015.08	42,672.81	42,672.81	100.00%
960-00-40635-000-000	DONATIONS	-	-	-	-	-	-	-	-	0.00%
960-00-40635-000-100	DONATION/DESIGNATED/LAIMONS	-	-	-	-	-	-	-	-	0.00%
960-00-40636-000-000	INTEREST INCOME	4.60	1.48	50.41	174.23	-	(174.23)	1,244.59	1,000.00	124.46%
<b>Monthly Revenue Totals</b>		<b>\$ 38,107.90</b>	<b>\$ 26,744.76</b>	<b>\$ 35,605.29</b>	<b>\$ 39,996.74</b>	<b>\$ 88,439.27</b>	<b>\$ 48,442.53</b>	<b>\$ 214,905.61</b>	<b>\$ 234,894.81</b>	<b>91%</b>

EXPENSES										
Account Number		7/31/2020	7/31/2021	7/31/2022	7/31/2023	7/31/2024	Prev Yr to Current	2024 YTD Total	2024 Budget	YTD % to Budget
960-00-50403-000-000	DEPRECIATION EXPENSE	-	-	-	-	-	-	-	-	0.00%
960-00-50427-000-000	PRINCIPAL/INTEREST ON DEBT	-	-	-	-	-	-	40,043.50	40,044.00	100.00%
960-00-51938-000-000	INSURANCE/PROP/LIABILITY/WC	-	-	-	-	-	-	4,775.95	1,650.00	289.45%
960-00-51940-000-000	LAKESIDE PARK LOAN PAYMENT EXP	-	-	-	-	-	-	-	-	0.00%
960-00-51950-000-000	LAND ACQUISITION EXPENSE	-	-	-	-	-	-	-	-	0.00%
960-00-51960-000-000	FISCAL AGENT FEE	-	-	164.16	147.49	119.20	(28.29)	310.39	1,100.00	28.22%
<b>GENERAL GOVERNMENT EXPENSE</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 164.16</b>	<b>\$ 147.49</b>	<b>\$ 119.20</b>	<b>\$ (28.29)</b>	<b>\$ 45,129.84</b>	<b>\$ 42,794.00</b>	<b>105%</b>
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	-	-	-	1,734.87	5,250.00	33.05%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	131.75	133.35	(99.94)	-	-	-	(77.24)	850.00	-9.09%
960-00-55200-000-150	GASOLINE EXPENSE	19,674.41	15,164.01	22,875.64	22,275.59	24,193.60	1,918.01	40,601.99	59,500.00	68.24%
960-00-55200-000-155	OPERATING SUPPLIES	1,098.32	670.30	950.00	1,155.73	1,654.45	498.72	1,898.95	5,500.00	34.53%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	55.50	113.55	498.55	385.00	24,798.55	15,000.00	165.32%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-	5,000.00	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	-	21.98	195.00	-	75.69	75.69	562.58	5,000.00	11.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	-	-	-	42.29	-	(42.29)	4,745.66	6,000.00	79.09%
<b>CULTURE, MAINTENANCE &amp; TAXES</b>		<b>\$ 20,904.48</b>	<b>\$ 15,989.64</b>	<b>\$ 23,976.20</b>	<b>\$ 23,587.16</b>	<b>\$ 26,422.29</b>	<b>\$ 2,835.13</b>	<b>\$ 74,265.36</b>	<b>\$ 102,100.00</b>	<b>72.74%</b>
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	56,925.15	56,925.15	56,925.15	-	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	1,765.08	-	-	-	(56,925.15)	(56,925.15)	-	90,000.00	0.00%
<b>CAPITAL OUTLAY</b>		<b>\$ 1,765.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,925.15</b>	<b>\$ 90,000.00</b>	<b>63%</b>
<b>Monthly Expense Totals</b>		<b>\$ 22,669.56</b>	<b>\$ 15,989.64</b>	<b>\$ 24,140.36</b>	<b>\$ 23,734.65</b>	<b>\$ 26,541.49</b>	<b>\$ 2,806.84</b>	<b>\$ 176,320.35</b>	<b>\$ 234,894.00</b>	<b>75%</b>

**VILLAGE OF PEWAUKEE  
PRELIMINARY FUND BALANCES MONTH ENDING  
July 31, 2024**

FUND	GENERAL	INFRASTRUCTURE	PARK EQUIPMENT	CAPITAL PROJECTS	ARPA	WATER	STORM WATER	TRANSPORTATION	SEWER	CEMETERY	LAKE PATROL	LAIMON
	<u>110</u>	<u>110</u>	<u>110</u>	<u>200</u>	<u>510</u>	<u>600</u>	<u>650</u>	<u>675</u>	<u>700</u>	<u>800</u>	<u>950</u>	<u>960</u>
<b>BEGINNING FUND BALANCE 1/01/2024</b>	\$3,421,544	\$1,294,047	\$44,874	\$102,809	\$453,102	\$1,534,237	\$98,497	\$317,148	\$3,169,326	\$119,183	\$11,168	\$292,449
(+) REVENUES YTD	580,527			13,877	117,019	943,586	179,219	209,285	1,129,461	19,927	57,339	214,906
(-) EXPENDITURES YTD	(620,302)			(166,225)	(94,725)	(1,182,029)	(115,727)	(137,965)	(885,563)	(10,059)	(36,874)	(119,395)
<b>PRELIMINARY FUND BALANCE YTD</b>	<b>\$3,381,770</b>	<b>\$1,294,047</b>	<b>\$44,874</b>	<b>(\$49,539)</b>	<b>\$475,396</b>	<b>\$1,295,794</b>	<b>\$161,989</b>	<b>\$388,469</b>	<b>\$3,413,224</b>	<b>\$129,051</b>	<b>\$31,633</b>	<b>\$387,959</b>
(-) BUDGETED USE OF RESERVES		(439,000)	(15,000)	-	-	(542,668)	(41,955)	-	(2,056,355)		(2,413)	(1,500)
<b>PROJECTED 12/31/2024 FUND BALANCE</b>	<b>\$3,381,770</b>	<b>\$855,047</b>	<b>\$29,874</b>	<b>(\$49,539)</b>	<b>\$475,396</b>	<b>\$753,126</b>	<b>\$120,034</b>	<b>\$388,469</b>	<b>\$1,356,869</b>	<b>\$129,051</b>	<b>\$29,220</b>	<b>\$386,459</b>

**CITY OF PEWAUKEE  
JOINT PARK AND RECREATION BOARD AGENDA ITEM 8.**

**DATE:** August 14, 2024

**DEPARTMENT:** Parks and Recreation

**PROVIDED BY:**

***SUBJECT:***

Discussion and possible action regarding 2025 proposed budget.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***