



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

Wednesday, March 13, 2019

7:00 PM

Pewaukee City Hall ~ Common Council Chambers
W240 N3065 Pewaukee Road, Pewaukee, WI 53072

-
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 the February 13, 2019 meeting minutes.
 4. Discussion and possible action regarding request of Positively Pewaukee to utilize the beach for an event on June 15, 2019 from 9:30-11 am.
 5. Discussion and action regarding approval of the 2019 summer program offerings.
 6. Discussion and possible action regarding partnership between Pewaukee Lake Water Ski Club and Winnebego to sell beverages and snacks during regularly scheduled ski shows on Thursday evenings.
 7. Discussion and action regarding approval of a summer "Roll Up Beer Garden" at Nettesheim Park sponsored by Winnebego.
 8. Discussion and action regarding approval of the 2019 Parktoberfest agreement.
 9. Adjournment

Nick Phalin
Director

3/7/19

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: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY:

SUBJECT:

Approval of the February 13, 2019 meeting minutes.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

February minutes

MEETING MINUTES
Wednesday, February 13, 2019

6:00 PM

Pewaukee City Hall ~ Common Council Chambers
W240 N3065 Pewaukee Road, Pewaukee, WI 53072
VIDEO

In attendance:

Alderman B. Dziwulski, Trustee B. Rohde, D. Linsmeier, G. Majeskie, D. Kaatz, A. Brimmer. (B. Dziwulski and G. Majeskie arrived mid-meeting)

Also Present:

Director K. Woldanski.

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 your the Director prior to the meeting.
3. Approval of January 9, 2019 meeting minutes.

A. Brimmer abstained from the motion.
A motion was made and seconded, (Bob Rohde, Dave Linsmeier) to approve the January 9, 2019 minutes as written. Motion Passed: 3-For, 0-Against.
4. Discussion and possible action regarding request to place a "Little Food Pantry" at Kiwanis Village Park by Interchurch Lay Council. [Sharon Vitek]

A motion was made and seconded, (Bob Rohde, Amy Brimmer) to approve the construction of a Little Food Pantry at Peffer Park. Motion Passed: 4-For, 0-Against.
5. Discussion and possible action regarding request of the Kiwanis of Pewaukee to place a permanent sign at Kiwanis Village Park. [Pat Gallagher]

A motion was made and seconded, (Dave Linsmeier, Bob Rohde) to approve the placement of a permanent sign at Kwianis Village Park by Pewaukee Kiwanis. Motion Passed: 4-For, 0-Against.
6. Discussion and possible action regarding request to utilize Lakefront Park for a boat tour operation. [Scott Dickmann]
7. Closed Session – You are hereby notified that the Joint Board and staff will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:

A motion was made and seconded, (Bob Rohde, Dave Linsmeier) to adjourn into closed session. Motion Passed: 6-For, 0-Against.

- §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to the Parks and Recreation Director.

You are further notified that at the conclusion of the Closed Session, the Joint Park and Recreation Board may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

8. Adjournment

Respectfully Submitted,
Kelley Woldanski
Director

2/8/19

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

DATE: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY: Elaine Kroening

SUBJECT:

Discussion and possible action regarding request of Positively Pewaukee to utilize the beach for an event on June 15, 2019 from 9:30-11 am.

BACKGROUND:

Fun on the Beach Day (not real name)

Positively Pewaukee would like to host an event on June 15th on the beach from 9:30 – 11:00am that will feature a competition between the Village of Pewaukee Police, City Fire and the School District teachers along with kids ages 7-12. The purpose of this event is to have the children work in teams with each of the entities to grow positive relationships.

We will be doing old fashion games such as crab walk, egg on the spoon, sack races...etc. There will be no food or drinks, just the games and prizes.

Thank you,
Elaine

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY:

SUBJECT:

Discussion and action regarding approval of the 2019 summer program offerings.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

2019 summer programs

2019 Summer Recreation Programs

Program Name	Description	Age(s)	Cost
Tiny Tot Adventure Camps	Themed 3 day camps for preschoolers	3-5yrs	\$18 res/\$28 non-res
Little Pirates Tball	Baseball instruction for preschoolers	3-6yrs	\$48 res/\$58 non-res
Kickin' Kids Soccer	Soccer instruction for preschoolers	3-6yrs	\$48 res/\$58 non-res
Sports Explorer	Multi-Sport instruction for preschoolers	3-5yrs	\$36 res/\$46 non-res
Dance Camp	1 week dance Instruction	3-7yrs	Varies based on age group
Stories in the Park	Various stories offered by Pewaukee Library	All ages	No charge
Art Camps	TBD – Themed camps	5+yrs	\$49 res/ \$59 Res
Paint-A-Pic	1 Day painting class	6+yrs	\$16 /class
Ninja Warrior Camp	Week long exercise challenge camp	8-12yrs	\$58 res/\$48 non-res
Youth Golf Lessons	Contracted through Pewaukee Golf Club	10-17yrs	\$102 per person
Learn to Ice Skate	Ice skating instruction through Wauk. Co.	4-12yrs	\$60 res/\$70 non-res
All Sports Camp	Multi-sport instruction for youth	5-7yrs	\$46 res/\$56 non-res
Soccer Camp	Soccer instruction for youth	5-7yrs	\$46 res/\$56 non-res
End of Summer Camp	Single day camp option w/field trip	1-6 th grades	Varies depending on trip costs
Summer Chess Camp	Chess camp shared with Hartland	6-12yrs	\$175 per person
Recreational Tree Climbing	Tree climbing classes through Wauk Co.	7+yrs	\$38 res/\$48 non-res
Spanish Language & Learning	Youth Spanish class	5-8yrs	\$54 res/\$64 non-res
Hooked up 101 Fishing	Fishing instruction and outings for youth	Varied	Varied based on class configuration
Little Pirates Tball	Baseball instruction for preschoolers/youth	3-6yrs	\$48 res/\$58 non-res
Diamond Pirates Baseball	Baseball league play for preschool/youth evening	4-7yrs	\$54 res/\$64 non-res
Pewaukee Jr. Pirates Girls Softball (LOL)	Girls softball league play	9-14yrs	Varied based on age group
Boater's Safety	Boat safety instruction	11+ yrs	\$10

Pewaukee Lake Sailing School	Sailing instruction through Pewaukee Yacht Club	6yrs – Adult	Varied based on age/class configuration
Badges & Buddies	Fishing with Waukesha Co. Sheriff's Dept.	7+ yrs	FREE
Cooking Demos	One-day cooking demonstrations	Adult	\$25
Knock Knock	Surprise speaker series	Adults	FREE
Building Bridges	Intergenerational programs – varied	All ages	Varied
Adult Golf Lessons	Contracted with Pewaukee Golf Club	18+	\$108 per person
Pontoon Boat Tours	Guided tours of Pewaukee Lake	Adults	\$15 res/\$25 non-res
Jazzercise	Contracted fitness classes	Adults	\$99 for 3 mo. classes
Yoga	General yoga practice	Adults	\$40 res/\$50 non-res
SUP (Stand Up Paddleboard) Lessons	Contracted with Koha Yoga	Adults	\$30 per date
Chair Yoga	Yoga in chairs for limited mobility	Seniors	\$30 res/\$40 non-res
Beach Yoga	Yoga on Pewaukee Beach	Adults	\$55-\$70 based on dates
Pickleball	Pickleball play Wed/Ths/Fri	Adults/Seniors	\$20-\$56 depending on number of days played
Adult Spanish	Spanish instruction for adults	Adults	\$42 res/\$ 52 non-res
Zumba Gold	Senior fitness class	Seniors	\$18 res/\$28 non-res TBD
Zumba Toning	Senior fitness class	Seniors	\$18 res/\$28 non-res
Senior Fitness	Seniors fitness class	Seniors	\$18 res/\$28 non-res
Friday Night Hikers	Group hikes around Waukesha Co.	Adults/Seniors	FREE res/\$30 non-res
Tai Chi	Martial arts fitness class	Adults/Seniors	\$30 res/\$ 40 non-res TBD
4 th July Events	Various events	All ages	FREE
Pop Up Art/Games	Pop up activities at various locations through the summer	Youth	FREE
Trips	Varied, partnered with other Rec Depts	Adults	Varied depending on trip fees.

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

DATE: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY: Kelley Woldanski

SUBJECT:

Discussion and possible action regarding partnership between Pewaukee Lake Water Ski Club and Winnebego to sell beverages and snacks during regularly scheduled ski shows on Thursday evenings.

BACKGROUND:

This was started last year and was approved at a rental rate of \$20 per date. There were no issues with the use last year in regard to park damage/use.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Park layout



&



Proposed Concession Sale Site Plan for Thursday Night Ski Shows

Presented To:

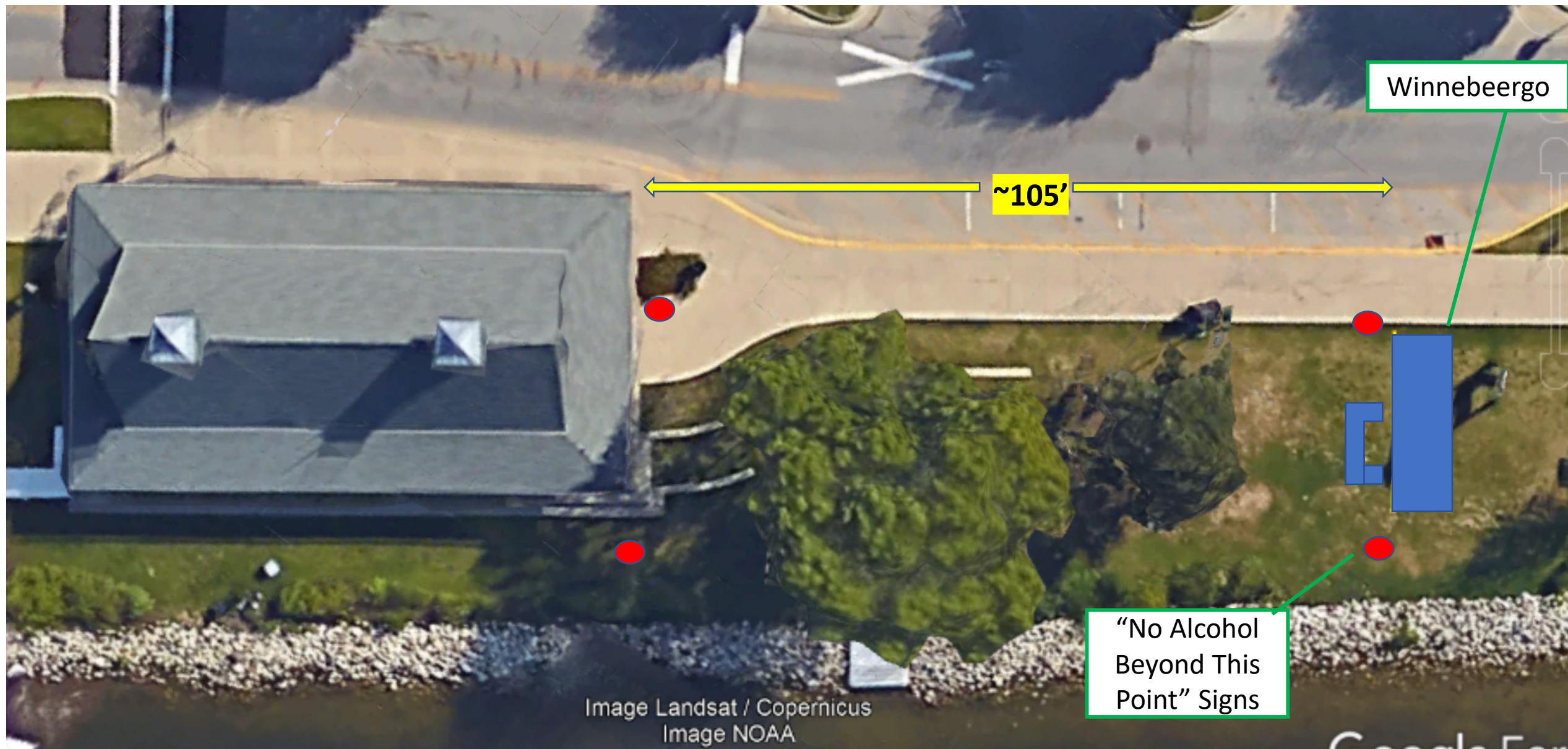


Proposed
Winnebeergo
Placement

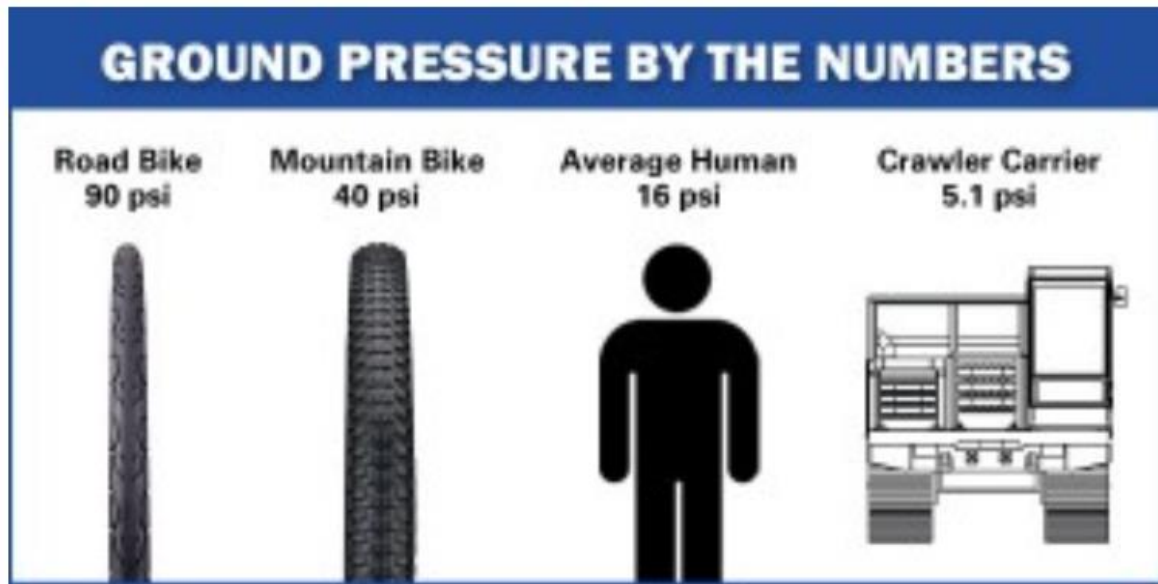
“Lakefront
Park” Sign
(for reference)

~105'

~75'







Kubota Tractor with Bucket of Mulch
21 psi



Fully Loaded Winnebago
26.5 psi



Average Pickup Truck (with NO load or trailer)
22 psi

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

DATE: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY: Kelley Woldanski

SUBJECT:

Discussion and action regarding approval of a summer "Roll Up Beer Garden" at Nettesheim Park sponsored by Winnebergo.

BACKGROUND:

We did a similar beer garden last year however we are shortening the weekend to Friday/Saturday as Sunday was not very busy. This particular beer garden will also be a partnership with Pewaukee Youth Baseball as one of their fundraising events.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Roll Up Beer Garden Agreement



SPONSORSHIP/USE AGREEMENT

This Sponsorship/Use Agreement (hereinafter "Agreement") is made and entered into this 6th day of March, 2019, by and between the CITY OF PEWAUKEE, a Wisconsin municipal corporation, through its Joint Park Recreation Department (hereinafter referred to as the "Department") and MILWAUKEY WEST, LLC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as "Sponsor")

WHEREAS, the Department owns and operates Nettesheim Park, which facility has a pavilion, restroom facilities and other amenities (hereinafter the "Premises"); and

WHEREAS, the Department and Sponsor are desirous of conducting an event on Friday, and Saturday, July 12-13, 2019 to be known as Summer Roll Up Beer Garden, sponsored by Winnebeergo; and

WHEREAS, Sponsor is desirous of being a sponsor and operator of the event at Nettesheim Park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agreed as follows:

1. The Department does hereby grant access to the Nettesheim Park pavilion and concession area (the Premises) as depicted on the attached map, Exhibit A.
2. The Department hereby grants said access on Friday, and Saturday, July 12-13, 2019.
3. In addition to the use of the Premises, the Department agrees to provide picnic tables, and trash and recycling receptacles, for the use of the Sponsor during the course of the event.
4. Sponsor is hereby permitted to serve pre-prepared food and to sell beer and other beverages subject to the grant of an approval for a Class B Beer License from the City of Pewaukee for said event.
5. This Agreement is conditioned upon the Common Council of the City of Pewaukee issuing a Temporary Liquor License to sponsor for this event. The Sponsor acknowledges that this License is temporary and only valid during the dates of said event.



6. Sponsor will serve pre-prepared food, as well as beer, wine and beverages as provided for hereunder, and further agrees to arrange for the performance of music with a live performer, using non-amplified or minimally amplified music as approved by the Joint Park and Recreation Board.

7. The hours of operation shall be Friday from 6:00 p.m. to 9:00 p.m.; and Saturday from 12:00 p.m. to 7:00 p.m. Sponsor may engage in restocking or cleanup activities outside of these hours; however, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

8. Responsibilities of Sponsor:

- a. Sponsor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Sponsor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status or any other prohibited basis of discrimination.
- c. Sponsor agrees that the space that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- d. Sponsor agrees to pay all taxes or fees associated with the operation of the event.
- e. Sponsor agrees, at its own expense, to keep the premises and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the Department daily. However, extra refuse pickups will be at the expense of the Sponsor.
- f. No equipment being provided by the Department shall be removed or replaced without the written consent of the Department and any such use will be at the expense of the Sponsor.
- g. Sponsor agrees that they will obtain all necessary licenses or permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.
- h. Sponsor agrees to post a \$300.00 deposit for the return of the keys to the Premises at the conclusion of the event.

9. The parties shall mutually perform an inspection of the Premises both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Premises meets the requirements as set forth in this Agreement. Sponsor agrees to return the Premises to the Department following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.



10. Sponsor agrees to indemnify and hold harmless the Department as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Sponsor, their agents, subcontractors or assigns, in conducting the Summer Pop Up Beer Garden as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

11. Sponsor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Joint Park and Recreation Board of the Department or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Sponsor.

12. Sponsor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

13. The parties agree to mutually perform advertising for the event; however, any advertising prepared by the Sponsor must be approved by the Joint Park and Recreation Board or their designee.

14. Sponsor acknowledges that they are not permitted to bring in additional lighting without the express written permission of the Department. Strings of lights are permitted, provided that each bulb is not greater than 25 watts in capacity. The Sponsor may also bring in and set up a point of sale station and credit card station at their expense.

15. Department agrees to maintain the bathrooms in Nettesheim Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily. Sponsor agrees that during the course of the event, they will monitor the condition of the bathrooms and will assess and clean them throughout the event as necessary.

16. Sponsor agrees to restrict the areas in which beer consumption is permitted to those that are shown on the attached map (Exhibit A) and will create signage directing patrons that alcohol may only be consumed within the designated area.

17. As part of the consideration for this Agreement, the Sponsor agrees to pay to the Department ten (10%) percent of the gross receipts from beer sales made as part of the event not less than thirty (30) days following the completion of the event. Sponsor further agrees to provide the Department with sales records satisfactory to the Department to support their calculation of the amount to be paid to the Department.



18. Sponsor shall provide security during the event and will ensure that the terms of this Agreement, the Nettesheim Park Rules and Department Ordinances are followed. Any criminal activity shall be reported immediately to the City Police Department (Waukesha Sheriff).

19. Sponsor agrees to provide evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the City of Pewaukee as an Additional Insured on a primary and non-contributory basis.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

21. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

22. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

[Signature Page To Follow]



DEPARTMENT:

Pewaukee Parks and Recreation

SPONSOR:

Milwaukee west, LLC

By: _____
Delwin Kaatz, Joint Board Chairperson

By: _____

By: _____
Nick Phalin, Director

By: _____

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

DATE: March 13, 2019

DEPARTMENT: Parks and Recreation

PROVIDED BY:

SUBJECT:

Discussion and action regarding approval of the 2019 Parktoberfest agreement.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

2019 Parktoberfest agreement



SPONSORSHIP/USE AGREEMENT

This Sponsorship/Use Agreement (hereinafter "Agreement") is made and entered into this 6th day of March, 2019, by and between the VILLAGE OF PEWAUKEE, a Wisconsin municipal corporation, through its Joint Park Recreation Department (hereinafter referred to as the "Village") and MILWAUKEY WEST, LLC, a Wisconsin limited liability company, duly organized and validly existing under the laws of the State of Wisconsin (hereinafter referred to as "Sponsor")

WHEREAS, the Village owns and operates Kiwanis Village Park, which facility has a pavilion, restroom facilities and other amenities (hereinafter the "Premises"); and

WHEREAS, the Village and Sponsor are desirous of conducting an event on Fridays, and Saturdays between September 14, 2019 and October 5, 2019 to be known as Pewaukee Parktoberfest, sponsored by Winnebeergo; and

WHEREAS, Sponsor is desirous of being a sponsor and operator of the event at Kiwanis Village Park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agreed as follows:

1. The Village does hereby grant access to the Kiwanis Village Park pavilion and concession area (the Premises) as depicted on the attached map, Exhibit A.
2. The Village hereby grants said access on Fridays and Saturdays, commencing September 14, 2019 and running through October 5, 2019.
3. In addition to the use of the Premises, the Village agrees to provide picnic tables, and trash and recycling receptacles, for the use of the Sponsor during the course of the event.
4. Sponsor is hereby permitted to serve pre-prepared food and to sell beer and other beverages subject to the grant of an approval for a Temporary Class B Beer License from the Village of Pewaukee for said event.
5. This Agreement is conditioned upon the Village Board of the Village of Pewaukee issuing a Temporary Class B Beer License to sponsor for this event.



6. Sponsor will serve pre-prepared food, as well as beer and beverages as provided for hereunder, and further agrees to arrange for the performance of music with a live performer, using non-amplified or minimally amplified music as approved by the Joint Park and Recreation Board.

7. The hours of operation shall be Fridays from 4:00 p.m. to 9:00 p.m.; and Saturdays from 2:00 p.m. to 9:00 p.m. Sponsor may engage in restocking or cleanup activities outside of these hours; however, the performance of these activities shall not last more than one hour before or after the aforementioned hours of operation.

8. Responsibilities of Sponsor:

- a. Sponsor acknowledges that the Park is a public space and must remain open and accessible to the public throughout the course of the event.
- b. Sponsor agrees not to discriminate against anyone desiring to participate in the event on the basis of age, race, sex, marital status or any other prohibited basis of discrimination.
- c. Sponsor agrees that the space that is being utilized shall be maintained so as to permit access as required under the Americans with Disabilities Act.
- d. Sponsor agrees to pay all taxes or fees associated with the operation of the event.
- e. Sponsor agrees, at its own expense, to keep the premises and surrounding area clean and sanitary at all times. Garbage shall be collected during the course of the event, which will be picked up by the Village daily. However, extra refuse pickups will be at the expense of the Sponsor.
- f. No equipment being provided by the Village shall be removed or replaced without the written consent of the Village and any such use will be at the expense of the Sponsor.
- g. Sponsor agrees that they will obtain all necessary licenses or permits to conduct the operations as contemplated hereunder, and will comply with all local Health Code requirements, as well as Building Code requirements.
- h. Sponsor agrees to post a \$300.00 deposit for the return of the keys to the Premises at the conclusion of the event.

9. The parties shall mutually perform an inspection of the Premises both prior to the commencement of this Agreement, as well as following it, so as to verify that the condition of the Premises meets the requirements as set forth in this Agreement. Sponsor agrees to return the Premises to the Village following the conclusion of the event in the condition that existed prior to the commencement of the event, reasonable wear and tear excepted.

10. Sponsor agrees to indemnify and hold harmless the Village as and against any and all claims, demands, actions, causes of action, or fees, including actual attorney fees, arising from the activities of the Sponsor, their agents, subcontractors or assigns, in conducting Parktoberfest,

W240 N3065 Pewaukee Rd. Pewaukee, WI 53072
ph: 262-691-7275 f: 262-691-6078 e: park@pewaukee.wi.us



as well as the performance of the terms of this Agreement. This indemnification shall include the acts or omissions of any contractors or subcontractors that they may engage for the performance of the event.

11. Sponsor agrees that this Agreement is exclusive to them and to the extent they wish to engage other entities to assist with the performance of the event, such entities must be approved by the Joint Park and Recreation Board of the Village or their designee, and such subcontractors must agree to the same indemnity and insurance requirements as required of the Sponsor.

12. Sponsor acknowledges that they are ultimately responsible for the acts or omissions of any subcontractors with which they may engage.

13. The parties agree to mutually perform advertising for the event; however, any advertising prepared by the Sponsor must be approved by the Joint Park and Recreation Board or their designee.

14. Sponsor acknowledges that they are not permitted to bring in additional lighting without the express written permission of the Village. Strings of lights are permitted, provided that each bulb is not greater than 25 watts in capacity. The Sponsor may also bring in and set up a point of sale station and credit card station at their expense.

15. Village agrees to maintain the bathrooms in Kiwanis Village Park during the course of this event consistent with its normal operating policies; meaning that the bathrooms will be maintained daily. Sponsor agrees that during the course of the event, they will monitor the condition of the bathrooms and will assess and clean them throughout the event as necessary.

16. Sponsor agrees to restrict the areas in which beer consumption is permitted to those that are shown on the attached map (Exhibit A) and will create fencing and signage directing patrons that alcohol may only be consumed within the designated area.

17. As part of the consideration for this Agreement, the Sponsor agrees to pay to the Village ten (10%) percent of the gross receipts from all sales made as part of the event not less than thirty (30) days following the completion of the event. Sponsor further agrees to provide the Village with sales records satisfactory to the Village to support their calculation of the amount to be paid to the Village.

18. Sponsor shall provide security during the event and will ensure that the terms of this Agreement, the Kiwanis Village Park Rules and Village Ordinances are followed. Any criminal activity shall be reported immediately to the Village Police Department.



19. Sponsor agrees to provide evidence of comprehensive, general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall list the Village as an Additional Insured on a primary and non-contributory basis.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

21. Each party acknowledges that the person signing the Agreement has been duly authorized by the governing body of each entity.

22. This Agreement represents the complete understanding of the parties with respect to the subject matter set forth herein, and may only be amended in a subsequent agreement executed by all parties.

23. To the extent that any portion of the Agreement is deemed to be unenforceable by a court of competent jurisdiction, the parties agree that the balance of the Agreement shall remain in full force and effect.

[Signature Page To Follow]



VILLAGE:

Village of Pewaukee

SPONSOR:

Milwaukee west, LLC

By: _____
Delwin Kaatz, Chairperson

By: _____

By: _____
Nick Phalin, Director

By: _____
