



Joint Parks and Recreation Department
W240 N3065 Pewaukee Road
Pewaukee WI 53072
Phone: 262-691-7275

**JOINT PARK AND RECREATION BOARD
MEETING NOTICE AND AGENDA
Wednesday, September 10, 2025
6:00 PM**

Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. Agenda
 - 3.1 Approval of meeting minutes from August 13, 2025.
 - 3.2 Recognition of Dave Schaumann for 40 years of service to the Pewaukee Parks and Recreation Department adult softball leagues.
 - 3.3 Discussion and possible action regarding Lake Country Football Club facility use agreement and the ability to sell field sponsorship advertisements.
 - 3.4 Discussion and possible action regarding draft scholarship policy.
 - 3.5 Discussion and possible action regarding 2026 fee structure for synthetic turf ball diamonds at Pewaukee Sports Complex.
 - 3.6 Update and discussion regarding the 2025 Park and Open Space Plan including review of proposed goals.
 - 3.7 Discussion and possible action regarding Laimon Park financials for July and August 2025.
 - 3.8 Discussion and possible action regarding Laimon Park deck project proposal.
4. Adjournment

Respectfully Submitted
Nick Phalin, CPRP
September 5, 2025

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 Parks and Recreation Director at (262) 691-7275 by 2 p.m. the Monday prior to the meeting so that

arrangements may be made to accommodate your request.

City of Pewaukee - New Agenda Item

Agenda Language:
Approval of meeting minutes from August 13, 2025.

Sub Item Agenda Language:

Background Provided By:

Background:

Fiscal Impact:

Recommended Motion:

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. Agenda

- 3.1 Approval of meeting minutes from July 9, 2025.

Motion to approve meeting minutes from July 9, 2025. Kristen Kreuser / Gary Majeskie Approve Passed: 5-For, 0-Against, 1-Abstain.

- 3.2 Discussion and possible action regarding Laimon Park financials for May and June 2025.

Motion to approve the Laimon Park financial for May and June 2025. Kristen Kreuser / David Linsmeier Approve Passed: 7-For, 0-Against, 0-Abstain.

- 3.3 Discussion and possible action regarding Lake Country Football Club facility use agreement.

Motion to approve the proposed facility use agreement as proposed and recommend to the Common Council. Brian Dziwulski / Eric Krasovich Approve Passed: 7-For, 0-Against, 0-Abstain.

- 3.4 Discussion and possible action regarding Laimon Park boat launch fees for 2026.

Motion to adjust the boat launch fee at Laimon Park to \$10 daily launch and \$100 annual launch; and work with the Village Board to create ordinance. Brian Dziwulski / David Linsmeier Approve Passed: 7-For, 0-Against, 0-Abstain.

- 3.5 Discussion and possible action regarding proposed 2026 budget.

Motion to approve as proposed with discussed information and updates and recommend to the Common Council and Village Board. Brian Dziwulski / Kristen Kreuser Approve Passed: 7-For, 0-Against, 0-Abstain.

- 3.6 Update and discussion regarding the Park and Open Space Plan.

4. Adjournment

Motion to adjourn.

Respectfully Submitted
Nick Phalin, CPRP

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding Lake Country Football Club facility use agreement and the ability to sell field sponsorship advertisements.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

Lake Country Football Club is interested in selling field sponsorship advertisements in an effort to raise additional funds for soccer related facility improvements at Pewaukee Sports Complex. The attached proposal would be utilized in conjunction with their recently approved (by the P&R Board) facility use agreement. If approved, this would be included in that document to go before the Common Council. The proposal as submitted is in alignment similar to Pewaukee Youth Baseball's ability to sell outfield banner advertisements and how the funds are held for future use. The Parks & Recreation Department/City would also have the ability to sell the advertisement banners at the same price.

Fiscal Impact:

Recommended Motion:



FIELD SPONSOR PROPOSAL

OVERVIEW.

Lake Country Football club is looking to generate additional revenue for the club, specifically for field improvements throughout the year. One way to achieve this is to allow businesses to sponsor our fields. Example signs below.



DETAILS.

- Cost: \$1,250 annually
- LCFC to provide a detailed report of field advertisements/naming for each season including sponsor, term and amount paid/collected.
- LCFC to submit payment of funds seasonally to the Friends of the Parks of Pewaukee
- Funds are to be utilized for soccer related improvements at Pewaukee Sports Complex only
- LCFC may request utilization of those funds to the P&R Director to bring to the Joint P&R Board for use of funds
- These funds would not be used to offset the \$2,500 annual contribution towards the field improvements.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding draft scholarship policy.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

The Joint Parks and Recreation Board had discussion at the July meeting reviewing local policies, current scholarship use, and items important to create the attached draft policy for review.

Fiscal Impact:

Recommended Motion:



Office of Parks & Recreation

W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
phalin@pewaukee.wi.us

Pewaukee Parks & Recreation Program Participant Scholarship Draft

Policy/Purpose

It is the policy of the Joint Parks and Recreation Board that participants help defray the overall costs of the activity through the assessment of program fees. However, the Board does not wish to exclude City and Village of Pewaukee (youth/all residents?) who are unable to pay these fees. To assist with these situations, parents may apply for a fee reduction.

The Parks and Recreation Department receives generous contributions from service clubs in Pewaukee. This allows individuals to apply for financial assistance. Financial assistance is available on a first-come, first-served basis and available until contributions are depleted for the year.

Eligibility

City and Village of Pewaukee residents are eligible to apply for a fee reduction for youth (all residents?) programs/activities. Adults are / are not eligible to have fees reduced.

Eligibility is based on the guidelines of the Federal Free and Reduced Lunch program.

One program per youth (person) is allowed per season. Summer day camp is not a scholarship eligible program.

Applicants may receive a fee reduction up to 50% or \$50, whichever is less, per program. If a program is cancelled, you will be refunded only the portion of the fee paid.

Program sizes are limited and are on a first-come basis. Space in classes will not be reserved. Scholarship applications must be submitted at least two weeks ahead of the program start date.

Application Process

In order to be granted a fee reduction, families must fill out the application form. "Program Scholarship Application" forms are available in the Parks and Recreation office or as requested via email – park@pewaukee.wi.us.

To expedite the application process, eligible families are required to provide a copy of their letter of qualification for the "Federal Free and Reduced Lunch Program." Additional copies of the letter are available through the Pewaukee School District Administrative Office.

Families must apply once each school year, July-June of each school calendar year.

Board Approved: {Date}

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

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding 2026 fee structure for synthetic turf ball diamonds at Pewaukee Sports Complex.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

Fiscal Impact:

Recommended Motion:

Pewaukee Sports Complex

<u>2025 Fee Structure</u>	<u>Turf Rate Per Diamond</u>		<u>Proposed for 2026</u>	
PYB	\$ 25.00	Through 2028	\$ 25.00	Through 2028
Hourly Rate	\$ 75.00		\$ 80.00	
1-game, 3-hour Rate	\$ 175.00		\$ 200.00	
Full Day	\$ 600.00		\$ 640.00	
PHS rate	\$150/game		\$160/game	

City of Pewaukee - New Agenda Item

Agenda Language:

Update and discussion regarding the 2025 Park and Open Space Plan including review of proposed goals.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

The proposed attached goals were created by staff based on feedback from the community input survey, Parks and Recreation Board feedback, and daily staff interactions and feedback.

Projected timeline for Park and Open Space Plan:

- September - staff to provide draft goals for plan
- October - review draft document
- November/December - Submit final document to City Common Council and Village Board for approval

Fiscal Impact:

Recommended Motion:

Goal 1:

Pursue additional trails and multi-use paths to create healthy recreation opportunities for people of all ages with safe, accessible, and sustainable places to walk and hike.

Objectives:

1. Identify park locations that would best serve the community.
2. Determine trail types that would best fit the park locations.
3. Look into development options that are sustainable and low maintenance.

Potential Funding Sources:

- Public: DNR, Community Block Grants, Federal Grants.
- Private: Local business sponsorships, individual memorial donations, Friends of the Parks, Capital Campaign/Crowdfunding.
- Other: In-kind donations of supplies, utilization of WCTC trades program students, volunteer labor.

Goal 2:

Construct a multi-purpose, inclusive community center facility that provides space for expanded recreational activities, social interaction, and additional rental opportunities for events.

Objectives:

1. Determine the most opportunistic uses for the facility when considering the buildout and requirements.
2. Utilize community feedback, trends, Board, and staff input to determine amenities offered at the facility.
3. Review similar local facilities to determine if there is a duplication of services (New YMCA on WCTC campus).

Potential Funding Sources:

- Public: Grant funding.
- Public/private joint-ventures with youth sports organizations or other community groups.
- Referendum.

Goal 3:**Enhance recreational program opportunities based on feedback and changing demographics in our community.****Objectives:**

1. Review census statistics and demographic data to determine which program areas to reduce, grow, or adjust.
 - a. Nature/outdoor activities – opportunity to offer 12-month outdoor programming such as lake activities, winter activities.
 - b. Teen/Tween programming – engage teens/tweens through opportunities such as volunteering in outdoor park spaces, assisting instructors for classes, helping with special projects, etc.
 - c. Intergenerational programming – Approach and coordinate with senior living communities for programs that utilize their facilities. Examples include dance recitals, craft activities, chess, games, cooking, etc. Courses would be run by recreation staff. Additional opportunity for senior community partnerships to provide transportation to our park spaces.

Potential Funding/Execution

- Public: DNR Grants, Federal Grants (specific to outdoor recreation)
- Create a volunteer management database with initiative and partnership with Friends of the Parks of Pewaukee, Pewaukee School District, local businesses, churches and organizations.
- Building relationships with local senior communities.

**Staff time and resources would be necessary for increased programming.*

Goal 4:**Continue to grow alternative revenue sources to help offset departmental expenses.****Objectives:**

1. (Continue to) find ways to connect alternative dollars to existing projects.
2. Identify mission alignment with community businesses.
3. Identify grant funding sources.
4. Sale of naming rights, banners, ads, etc.

Potential Funding/Execution:

- Consistently develop and update the Department's partnership/sponsorship document for businesses to become/stay involved when aligned with our service mission.
- Create an on-going list of items that may be donated as in-kind products to offset supply needs for parks projects or recreational programming.
- There may be additional unique opportunities to be determined.

Goal 5:**Maintain and prolong lifespan of new existing amenities including multiple new playgrounds, Garrison's Splash Pad, and synthetic turf baseball fields.****Objectives:**

- Research and obtain data to determine the most effective and efficient maintenance plans for new amenities.

Funding/Execution:

- Utilize operational expense budget, along with expanding our capital replacement plan to build a fund balance for purchasing replacement items when amenities meet their useable safe lifespan.

Goal 6:

Determine the most efficient and cost effective management of field tasks and park improvement.

Objectives:

1. Review existing processes for maintenance tasks to determine what is needed to perform certain tasks.
2. Consider options for doing more processes in-house or hiring contracted services for better use of staff time and resources (example: baseball diamond renovations).
3. Find alternative investments that will decrease labor and supply costs (example: installation of concrete dugout surfaces.)

Funding/Execution:

- Identify, consider, and evaluate previous and new processes as it relates to the budget.
- Consider cooperative projects with other departments such as DPW/Streets.
- Consider partnership with other local communities for cost sharing.

Goal 7:

Continue to update and enhance our existing indoor and outdoor park facilities.

Objectives:

1. Review and schedule upgrades to energy efficient or resource reducing product conversions for items like toilets, urinals, faucets, hand-dryers, lighting, etc. throughout the park system.
2. Improve/replace park benches and picnic tables as needed or purchase others to enhance new play areas.
3. Plant new trees as diseased trees are removed.

Potential Funding Sources:

- Utilize forestry, operational or capital budget for improvements on a scheduled plan.
- Create memorial bench program.
- Continue offering and promote the Tribute Tree program.
- Work with volunteer groups to obtain donated seedlings.

Goal: Foster awareness of nature and sustainability among park visitors.

Objectives:

1. Add environmental support options to current parks to improve and sustain natural ecosystems (examples: Butterfly gardens, pollinator houses, bat houses, bird houses, etc.)
2. Use Eco-signage that educates the public about local plants, pollinators, animals, natural waters, etc.
3. Expand environmental education programming in recreation activities.
4. Model sustainable practices through operations (native plantings, water management, invasive species removal, solar lighting, refillable water stations, electric hand dryers, and other lower carbon options.)
5. Implement passive recreational opportunities

Potential Funding Sources:

- Public: DNR, local and Federal Grants.
- Private: Local business sponsorships, individual memorial donations, Friends of the Parks
- Other: In-kind donations of supplies, volunteers, and Friends of the Parks.

Goal: Evaluate and determine the best process forward for tennis/other courts and utilization of space.

Objectives:

1. Consider court crack filling, replacement, or removal of tennis/other courts.
2. Determine level of use of courts at different park locations.
3. Determine the need or interest for courts at different park locations.

Potential Funding Sources:

- Capital replacement plan to be established.
- USTA matching grants.

City of Pewaukee - New Agenda Item

Agenda Language:

Sub Item Agenda Language:

Background Provided By:

Background:

Fiscal Impact:

Recommended Motion:

MONTHLY REVENUES AND EXPENSES TO BUDGET

		REVENUE										
Account Number		2025	2025	2025	2025	2025	2025	2025	2025 YTD Total	2025 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	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40622-001-000	GASOLINE SALES	-	-	-	-	5,722.47	10,119.03	29,842.62	45,684.12	81,000.00	(35,315.88)	56.40%
960-00-40622-002-000	BOAT LAUNCH FEES	4.14	-	-	-	1,678.00	2,072.00	1,547.00	5,301.14	7,000.00	(1,698.86)	75.73%
960-00-40622-003-000	RENTAL REVENUES	22,313.55	14,096.25	40,367.50	(2,703.08)	-	3,675.00	-	77,749.22	76,000.00	1,749.22	102.30%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	10,746.45	-	-	3,689.61	3,689.61	3,689.61	3,689.61	25,504.89	43,952.00	(18,447.11)	58.03%
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	317.43	210.39	196.32	231.33	179.40	185.96	-	1,320.83	1,800.00	(479.17)	73.38%
Total Revenues		\$ 33,381.57	\$ 14,306.64	\$ 40,563.82	\$ 1,217.86	\$ 11,269.48	\$ 19,741.60	\$ 35,079.23	\$ 155,560.20	\$ 209,752.00	\$ (54,191.80)	74%

		EXPENSES										
Account Number		2025	2025	2025	2025	2025	2025	2025	2025 YTD Total	2025 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	-	-	4,694.74	-	-	-	-	4,694.74	5,200.00	(505.26)	90.28%
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	139.52	22.62	17.55	-	19.63	18.37	16.36	234.05	1,200.00	(965.95)	19.50%
GENERAL GOVERNMENT EXPENSE		\$ 139.52	\$ 22.62	\$ 44,755.79	\$ -	\$ 19.63	\$ 18.37	\$ 16.36	\$ 44,972.29	46,444.00	(1,471.71)	97%
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	1,972.22	-	-	1,266.03	3,238.25	5,250.00	(2,011.75)	61.68%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	(79.40)	-	-	(66.48)	207.11	-	(142.93)	(81.70)	1,000.00	(1,081.70)	-8.17%
960-00-55200-000-150	GASOLINE EXPENSE	-	-	-	-	2,699.12	7,705.78	14,460.09	24,864.99	63,000.00	(38,135.01)	39.47%
960-00-55200-000-155	OPERATING SUPPLIES	0.69	-	0.69	4.14	2.76	508.91	969.55	1,486.74	5,500.00	(4,013.26)	27.03%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	-	-	-	-	6,850.00	6,850.00	15,000.00	(8,150.00)	45.67%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-	-	5,000.00	(5,000.00)	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	-	-	189.00	2,308.70	5,657.45	5,657.36	-	13,812.51	5,000.00	8,812.51	276.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	4,566.27	-	-	-	-	-	-	4,566.27	6,000.00	(1,433.73)	76.10%
CULTURE, MAINTENANCE & TAXES		\$ 4,487.56	\$ -	\$ 189.69	\$ 4,218.58	\$ 8,566.44	\$ 13,872.05	\$ 23,402.74	\$ 54,737.06	105,750.00	(51,012.94)	51.76%
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	33,150.50	-	-	33,150.50	-	33,150.50	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	0.00%
200-00-55200-000-100	PARK IMPROVEMENTS - CAPITAL	-	-	-	54,630.00	10,015.00	54,630.00	(119,260.00)	15.00	-	15.00	0.00%
CAPITAL OUTLAY		\$ -	\$ -	\$ -	\$ -	\$ 33,150.50	\$ -	\$ -	\$ 33,150.50	\$ -	\$ 33,150.50	\$ -
Total Expenses		\$ 4,627.08	\$ 22.62	\$ 44,945.48	\$ 4,218.58	\$ 41,736.57	\$ 13,890.42	\$ 23,419.10	\$ 132,859.85	\$ 152,194.00	\$ (19,334.15)	87%

REVENUE											
Account Number		7/31/2020	7/31/2021	7/31/2022	7/31/2023	7/31/2024	7/31/2025	Prev Yr to Current	2025 YTD Total	2025 Budget	YTD % to Budget
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	-	-	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	(334.85)	72.86	22,506.90	-	(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	29,842.62	(13,524.87)	45,684.12	81,000.00	56.40%
960-00-40622-002-000	BOAT LAUNCH FEES	2,473.06	1,253.28	1,279.13	1,186.47	1,244.22	1,547.00	302.78	5,301.14	7,000.00	75.73%
960-00-40622-003-000	RENTAL REVENUES	-	(190.77)	168.80	(171.50)	(172.24)	-	172.24	77,749.22	76,000.00	102.30%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	2,980.15	3,069.56	3,161.65	3,477.82	21,492.90	3,689.61	(17,803.29)	25,504.89	43,952.00	58.03%
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	192.77	-	(192.77)	1,320.83	1,800.00	73.38%
Monthly Revenue Totals		\$ 38,107.90	\$ 26,744.76	\$ 35,605.29	\$ 39,996.74	\$ 88,632.04	\$ 35,079.23	\$ (53,552.81)	\$ 155,560.20	\$ 209,752.00	74%

EXPENSES											
Account Number		7/31/2020	7/31/2021	7/31/2022	7/31/2023	7/31/2024	7/31/2025	Prev Yr to Current	2025 YTD Total	2025 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	-	-	-	-	-	-	-	4,694.74	5,200.00	90.28%
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	126.58	16.36	(110.22)	234.05	1,200.00	19.50%
	GENERAL GOVERNMENT EXPENSE	\$ -	\$ -	\$ 164.16	\$ 147.49	\$ 126.58	\$ 16.36	\$ (110.22)	\$ 44,972.29	\$ 46,444.00	97%
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	-	-	1,266.03	1,266.03	3,238.25	5,250.00	61.68%
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)	-	-	(142.93)	(142.93)	(81.70)	1,000.00	-8.17%
960-00-55200-000-150	GASOLINE EXPENSE	19,674.41	15,164.01	22,875.64	22,275.59	24,193.60	14,460.09	(9,733.51)	24,864.99	63,000.00	39.47%
960-00-55200-000-155	OPERATING SUPPLIES	1,098.32	670.30	950.00	1,155.73	1,663.17	969.55	(693.62)	1,486.74	5,500.00	27.03%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	55.50	113.55	498.55	6,850.00	6,351.45	6,850.00	15,000.00	45.67%
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)	13,812.51	5,000.00	276.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	-	-	-	42.29	-	-	-	4,566.27	6,000.00	76.10%
	CULTURE, MAINTENANCE & TAXES	\$ 20,904.48	\$ 15,989.64	\$ 23,976.20	\$ 23,587.16	\$ 26,431.01	\$ 23,402.74	\$ (3,028.27)	\$ 54,737.06	\$ 105,750.00	51.76%
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	56,925.15	-	(56,925.15)	33,150.50	-	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	1,765.08	-	-	-	(56,925.15)	-	56,925.15	-	-	0.00%
	CAPITAL OUTLAY	\$ 1,765.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,150.50	\$ -	0%
Monthly Expense Totals		\$ 22,669.56	\$ 15,989.64	\$ 24,140.36	\$ 23,734.65	\$ 26,557.59	\$ 23,419.10	\$ (3,138.49)	\$ 132,859.85	\$ 152,194.00	87%

MONTHLY REVENUES AND EXPENSES TO BUDGET

		REVENUE												
Account Number		2025	2025	2025	2025	2025	2025	2025	2025	2025	2025 YTD Total	2025 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG					
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-40622-001-000	GASOLINE SALES	-	-	-	-	5,722.47	10,119.03	30,098.44	11,470.30	57,410.24	81,000.00	(23,589.76)	70.88%	
960-00-40622-002-000	BOAT LAUNCH FEES	4.14	-	-	-	1,678.00	2,072.00	1,276.70	567.00	5,597.84	7,000.00	(1,402.16)	79.97%	
960-00-40622-003-000	RENTAL REVENUES	22,313.55	14,096.25	40,367.50	(2,703.08)	-	3,675.00	(79.65)	-	77,669.57	76,000.00	1,669.57	102.20%	
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	10,746.45	-	-	3,689.61	3,689.61	3,689.61	3,689.61	3,689.61	29,194.50	43,952.00	(14,757.50)	66.42%	
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	317.43	210.39	196.32	231.33	179.40	185.96	1,043.60	-	2,364.43	1,800.00	564.43	131.36%	
Total Revenues		\$ 33,381.57	\$ 14,306.64	\$ 40,563.82	\$ 1,217.86	\$ 11,269.48	\$ 19,741.60	\$ 36,028.70	\$ 15,726.91	\$ 172,236.58	\$ 209,752.00	\$ (37,515.42)	82%	

		EXPENSES											
Account Number		2025	2025	2025	2025	2025	2025	2025	2025	2025 YTD Total	2025 Budget	YTD to Budget	YTD % to Budget
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG				
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	-	-	4,694.74	-	-	-	-	-	4,694.74	5,200.00	(505.26)	90.28%
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	139.52	22.62	17.55	-	19.63	18.37	16.36	20.47	254.52	1,200.00	(945.48)	21.21%
	GENERAL GOVERNMENT EXPENSE	\$ 139.52	\$ 22.62	\$ 44,755.79	\$ -	\$ 19.63	\$ 18.37	\$ 16.36	\$ 20.47	\$ 44,992.76	46,444.00	(1,451.24)	97%
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	-	1,972.22	-	-	1,266.03	-	3,238.25	5,250.00	(2,011.75)	61.68%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	(79.40)	-	-	(66.48)	207.11	-	(142.93)	525.93	444.23	1,000.00	(555.77)	44.42%
960-00-55200-000-150	GASOLINE EXPENSE	-	-	-	-	2,699.12	7,705.78	14,460.09	9,423.77	34,288.76	63,000.00	(28,711.24)	54.43%
960-00-55200-000-155	OPERATING SUPPLIES	0.69	-	0.69	4.14	2.76	508.91	969.55	838.13	2,324.87	5,500.00	(3,175.13)	42.27%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	-	-	-	-	6,850.00	180.00	7,030.00	15,000.00	(7,970.00)	46.87%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	-	-	-	-	-	-	-	-	5,000.00	(5,000.00)	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	-	-	189.00	2,308.70	5,657.45	5,657.36	-	-	13,812.51	5,000.00	8,812.51	276.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	4,566.27	-	-	-	-	-	-	-	4,566.27	6,000.00	(1,433.73)	76.10%
	CULTURE, MAINTENANCE & TAXES	\$ 4,487.56	\$ -	\$ 189.69	\$ 4,218.58	\$ 8,566.44	\$ 13,872.05	\$ 23,402.74	\$ 10,967.83	\$ 65,704.89	105,750.00	(40,045.11)	62.13%
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	33,150.50	-	-	-	33,150.50	-	33,150.50	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	-	-	0.00%
200-00-55200-000-100	PARK IMPROVEMENTS - CAPITAL	-	-	-	54,630.00	10,015.00	54,630.00	(119,260.00)	-	15.00	-	15.00	0.00%
	CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ 33,150.50	\$ -	\$ -	\$ -	\$ 33,150.50	\$ -	\$ 33,150.50	\$ -
Total Expenses		\$ 4,627.08	\$ 22.62	\$ 44,945.48	\$ 4,218.58	\$ 41,736.57	\$ 13,890.42	\$ 23,419.10	\$ 10,988.30	\$ 143,848.15	\$ 152,194.00	\$ (8,345.85)	95%

REVENUE											
Account Number		8/31/2020	8/31/2021	8/31/2022	8/31/2023	8/31/2024	8/31/2025	Prev Yr to Current	2025 YTD Total	2025 Budget	YTD % to Budget
960-00-40421-001-000	CONTRIBUTED CAPITAL	-	-	-	-	-	-	-	-	-	0.00%
960-00-40439-000-000	USE OF FUND BALANCE	-	-	-	-	-	-	-	-	-	0.00%
960-00-40474-000-000	OTHER REVENUE/GRANTS	-	-	-	-	-	-	-	-	-	0.00%
960-00-40622-001-000	GASOLINE SALES	25,377.00	25,266.58	26,385.70	30,123.51	22,921.39	11,470.30	(11,451.09)	57,410.24	81,000.00	70.88%
960-00-40622-002-000	BOAT LAUNCH FEES	2,045.00	1,534.00	1,218.00	1,183.00	871.00	567.00	(304.00)	5,597.84	7,000.00	79.97%
960-00-40622-003-000	RENTAL REVENUES	3,675.00	(4,399.52)	-	-	-	-	-	77,669.57	76,000.00	102.20%
960-00-40622-004-000	RESIDENTIAL/COMM RENT PYMTS	2,980.15	3,069.56	3,161.65	3,477.82	-	3,689.61	3,689.61	29,194.50	43,952.00	66.42%
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	4.30	1.52	70.12	182.99	193.82	-	(193.82)	2,364.43	1,800.00	131.36%
Monthly Revenue Totals		\$ 34,081.45	\$ 25,472.14	\$ 30,835.47	\$ 34,967.32	\$ 23,986.21	\$ 15,726.91	\$ (8,259.30)	\$ 172,236.58	\$ 209,752.00	82%

EXPENSES											
Account Number		8/31/2020	8/31/2021	8/31/2022	8/31/2023	8/31/2024	8/31/2025	Prev Yr to Current	2025 YTD Total	2025 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	-	-	-	-	-	-	-	4,694.74	5,200.00	90.28%
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	-	-	-	13.26	9.57	20.47	10.90	254.52	1,200.00	21.21%
	GENERAL GOVERNMENT EXPENSE	\$ -	\$ -	\$ -	\$ 13.26	\$ 9.57	\$ 20.47	\$ 10.90	\$ 44,992.76	\$ 46,444.00	97%
960-00-55200-000-110	LAKESIDE PARK WAGES	-	-	421.08	549.83	1,591.83	-	(1,591.83)	3,238.25	5,250.00	61.68%
960-00-55200-000-130	LAKESIDE PARK FRINGE BENEFITS	-	-	-	-	-	-	-	-	-	0.00%
960-00-55200-000-140	LAKESIDE PARK UTILITIES EXP	-	-	246.47	443.12	429.18	525.93	96.75	444.23	1,000.00	44.42%
960-00-55200-000-150	GASOLINE EXPENSE	10,670.32	19,121.88	17,261.47	22,914.10	19,661.88	9,423.77	(10,238.11)	34,288.76	63,000.00	54.43%
960-00-55200-000-155	OPERATING SUPPLIES	1,250.06	2,045.15	1,145.49	3.15	(6,273.19)	838.13	7,111.32	2,324.87	5,500.00	42.27%
960-00-55200-000-156	GROUNDS & MAINTENANCE	-	-	5,414.99	-	988.92	180.00	(808.92)	7,030.00	15,000.00	46.87%
960-00-55200-000-160	EQUIPMENT MAINTENANCE	-	1,640.11	-	-	-	-	-	-	5,000.00	0.00%
960-00-55200-000-165	BUILDING MAINTENANCE	29.96	426.22	9.88	-	6,500.00	-	(6,500.00)	13,812.51	5,000.00	276.25%
960-00-55200-000-168	OTHER PROPERTY EXPENSE/TAXES	-	-	-	-	-	-	-	4,566.27	6,000.00	76.10%
	CULTURE, MAINTENANCE & TAXES	\$ 11,950.34	\$ 23,233.36	\$ 24,499.38	\$ 23,910.20	\$ 22,898.62	\$ 10,967.83	\$ (11,930.79)	\$ 65,704.89	\$ 105,750.00	62.13%
960-00-57605-000-000	CAPITAL OUTLAY - OTHER PARKS	-	-	-	-	-	-	-	33,150.50	-	0.00%
960-00-57610-000-000	LAKESIDE PARK CAPITAL OUTLAY	-	-	-	-	-	-	-	-	-	0.00%
	CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,150.50	\$ -	0%
Monthly Expense Totals		\$ 11,950.34	\$ 23,233.36	\$ 24,499.38	\$ 23,923.46	\$ 22,908.19	\$ 10,988.30	\$ (11,919.89)	\$ 143,848.15	\$ 152,194.00	95%

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding Laimon Park deck project proposal.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

The attached quote includes removal of the existing deck on the west side of the property. We are still seeking a deck replacement quote and another couple of additional concrete patio quotes. The goal would be to complete this project either in fall or spring. However, for significant portions of that time, we have boat lifts stored on site that would prevent work from occurring.

Fiscal Impact:

Approval of this item would send it to the Village Board for review and approval. If we would move forward with the PLM quote it would utilize about 7% of our fund balance to complete.

Recommended Motion:

PLM Paving and Concrete

W225N3178 Duplainville Rd
Pewaukee, WI 53072
262-691-3964
sales@plmpaving.com

Prepared by: Tom Opie
tom@plmpaving.com
414.406.2718



Prepared For:
Pewaukee Parks and Recreation
W240 N3065 Pewaukee Rd
Pewaukee, WI 53072
(262) 691-7275

Attention:
Nick Phalin

Project Address:
145 Park Ave
145 Park Ave
Pewaukee, WI 53072

Dear Nick Phalin, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

CONCRETE WORK

\$24,160.00

Remove existing decking and install concrete patio (30' x 20'), sidewalk 30' x 5') and steps needed (4):

- Remove and discard existing decking
- Excavate area and haul off-site
- Install 8" of crushed aggregate base..
- Shape, grade and compact base course.
- Frame and pour 5" thick 4,000 psi commercial concrete mix.
- Lightly broom finish and sawcut joints.

PROPOSAL TOTAL: \$24,160.00

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Required payment Schedule: 25% due at time of execution of proposal, 75% due upon completion. All invoices are due 15 days after date on the invoice. Any payment not made when due shall accrue compound interest at a rate of 2% per month. Progress payments not received per this payment schedule will result in stoppage of work. Should Customer wish to pay for this work with a credit card, a 4% markup to the total contract price including all accepted options and change orders will be added to the contract total.

Client Signature: _____ Today's date: _____

Parties: Parking Lot Maintenance, LLC, a Pavé America company, ("PLM") and the Customer hereby mutually agree to be bound by these General Terms and Conditions ("Terms"), which are made part of and incorporated into the foregoing Proposal. These Terms and the Proposal including all attached pages are collectively referenced below as "the Agreement".

Terms and Conditions:

- Upon Customer's written acceptance of this proposal, the Customer accepts the project specifications and materials set forth herein. No other terms and conditions, or amendment to these terms and conditions, shall be enforceable unless set forth in writing and signed by all parties. Any refusal by the Customer to proceed with the project after acceptance of the proposal shall be deemed a material breach of this contract and Customer agrees to the recovery of damages incurred by Parking Lot Maintenance, LLC ("PLM") and/or its subcontractors for all lost profit and costs, including all planning, design, preparation, and materials identifiable to the contract.
- All permits are the Owner's responsibility prior to the commencement of the project unless PLM has specified otherwise in writing. • If PLM is unable to start or complete the proposed project due to obstructions (e.g., vehicles) or other actions of the Owner, the Owner shall be responsible for all costs associated with removing the obstruction (e.g., towing) or correcting the cause plus 30% over and above direct costs (labor, equipment) to cover PLM's overhead and profit.
- PLM shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work during its normal operating schedule.
- **Due to the uncertainty of material pricing, for example, but not limited to: asphalt, fuel and concrete; PLM reserves the right to modify the contract price in the event the documented cost of the products increase from the date of the proposal compared to the price at the time of contract execution.**

Exclusions: Customer acknowledges and shall be solely responsible for the following:

- Due to uncertainty with the soil conditions, if additional excavation is required due to unsuitable or unstable soils, any materials requiring to be removed at \$30/ton and replaced at \$30/ton. Final invoicing will be based on as-built quantities measured in the field and verified by load tickets.
- Unless otherwise noted in this proposal, PLM is not responsible for any damage to private electrical lines, private utilities, or anything not marked by Diggers Hotline
- PLM is not responsible for any landscape restoration related to construction activities.
- PLM is not responsible for tire marks on asphalt, sealcoat and/or concrete.
- PLM is not responsible for any damage to existing asphalt or concrete pavement from construction traffic requiring trucks and equipment to travel to perform the work outlined above.
- PLM is not responsible for property line delineation.
- All permits, engineering and testing, subgrade stabilization (undercutting), utility adjustments of underground facilities, manholes, water valves or underground structures and architectural drawings are by others including all fees associated unless otherwise agreed and noted in the above scope of work. Customer agrees to indemnify, protect and hold PLM harmless from any and all damages, expenses, attorneys' fees suffered or incurred on account of Customer's breach of any obligation or covenant of this proposal.

Site Drainage / Site Conditions:

- In the event underlying concrete, wood, other materials or unusual, unsuitable, unstable, or contaminated sub-surface conditions are discovered during excavation on the job.
- In any case where 1.5% drainage in all directions is not present or achievable, it is understood and agreed that water ponding may occur and that no warranty will attach to the paving work.
- Unless specifically stated in the description of the work to be performed, PLM is not responsible for modifying or changing the elevations of the existing asphalt or concrete to meet or exceed ADA standards or Compliance.
- PLM at its sole discretion may refuse to construct work when temperatures and moisture do not allow for a quality, warrantable finished product. When necessary, Owner/Agent will be required to sign off on a waiver of warranty which will be delivered to Owner/Agent in advance of construction with advance notice prior to construction activities.

Materials and Workmanship:

- All materials will be as specified. All work will be performed in a workmanlike manner in accordance with industry standards. PLM does not guarantee or warrant the project from cracking, whether original installation or resurfacing, and Owner understands that cracking is likely to occur. PLM is not responsible for filling cracks in existing deteriorated (alligator) areas unless otherwise specified in writing. PLM shall not be responsible for any damages based on abuse, misuse or Owner's failure to backfill edges of paved areas. All labor performed and material provided is conclusively accepted and satisfactory unless PLM is notified in writing within 5 days after project is completed. All stone, asphalt and concrete depths indicated are to be average depths after compaction.
- Although PLM will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Customer. The contractor is not responsible for crack sealant that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Concrete projects are not guaranteed to be 100% consistent in color and depending on ambient temperature, moisture/humidity, sun/shade combinations the concrete may cure with inconsistent appearance.
- Any sealcoat project with shaded areas due to tree cover, buildings and obstructions may not cure properly or in a timely manner consistent with the remainder of the project and PLM reserves the right to not warranty these portions of the completed project.
- Customer agrees that this proposal is subject to PLM standard one (1) year warranty, on all materials and labor based on industry standards and reserves the sole right to determine the means and methods to complete any mutually agreed repairs
- Warranty is voided in the event of non-payment for any payment due based on original Proposal and any subsequent Change Orders until payment is received in full.

EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY EXCLUSION OF CONSEQUENTIAL DAMAGES AND DISCLAIMER OF OTHER LIABILITY:

- PLM's liability with respect to any breach of this Contract or any breach of any warranty that would be found to exist shall not exceed the contract price. PLM shall not be subject to and disclaims:
- (1) Any other obligations or liabilities arising out of breach of contract or warranty, including any implied warranty of merchantability or fitness for a particular purpose
- (2) Any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by PLM, or any undertakings, acts or omissions relating thereto, and (3) All consequential, incidental special and/or contingent damages whatsoever. Owner agrees to indemnify and hold harmless PLM from any and all claims, liabilities, costs and expenses of any nature arising from injuries to third parties at the job site or the interruption or destruction of Owner/private underground cable, pipes or installations.

Work of Others:

- PLM shall not be liable for any damage because of any delay due to any cause beyond PLM's complete control, including but not limited to any act of God, act of Owner, embargo or other governmental act, regulation or request, fire, accident, strike, slow-down, war, riot, delay in transportation, delayed delivery by suppliers or Owner's or PLM's inability to obtain the necessary permits or licenses or comply with any other governmental regulations concerning the installation or performance.
- In the event of any such delay, the date of completion shall be extended for a period equal to the time lost by reason of the delay. Claims by Owner against PLM must be made in writing to PLM within five (5) days of knowledge of the alleged claim and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Owner.

Severability:

- If any of these Terms and Conditions shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity and enforceability of any legal and enforceable provisions hereof which shall be construed as if such illegal and unenforceable provision or provisions had not been inserted herein, unless such illegality or

unenforceability shall destroy the underlying business purpose of these Terms and Conditions.

Price and Payment:

- The prices in this proposal are PLM's prices for the goods and/or services with the Exclusion of Consequential Damages and Disclaimer of Other Liabilities, set forth above, including the disclaimer of strict liability and other tort liability, enforceable against the Owner. If Owner desires for PLM to provide a greater or additional warranty and/or to be liable for some or all of the matters disclaimed herein, then the Owner must notify PLM in writing and a new contract will be prepared which excludes this language, but which reflects higher sales prices reasonably compensating PLM for assuming that additional exposure.
- Each phase of work will be billed upon completion of that phase and payment is not contingent on 100% completion of the project. PLM reserves the right to grant or deny credit and may withdraw credit privileges at any time, for any reason, at its own discretion. Customer agrees to pay all invoices within 15 days of the invoice date. Customer agrees to pay a service charge of 2.0% per month (24% per annum) on all past due balances and consents to the assignment of collection rights to its designated agent or assignee. Customer further agrees to pay all collection costs including reasonable attorney fees, lien fees and court fees; and herewith waives all claims or rights to claim exemptions under applicable state laws. This contract shall be governed by the laws of the State of Wisconsin, County of Waukesha. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Customer's warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable. Should Customer wish to pay for this work with a credit card, a 4% markup to the total contract price including all accepted options and change orders will be added to the contract total.
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Customer. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Customer delay in completion of the work. Customer agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.

NOTICE OF LIEN RIGHTS: "AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, YOU ARE HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON YOUR PROPERTY MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDING(S) IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRIME CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH YOU OR THOSE WHO GIVE YOU IDENTIFICATION NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION. YOU PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR CONSTRUCTION. YOU SHOULD GIVE A COPY OF EACH NOTICE YOU RECEIVE TO YOUR MORTGAGE LENDER, IF ANY. THE UNDERSIGNED PRIME CONTRACTOR AGREES TO COOPERATE WITH YOU AND YOUR LENDER, IF ANY, TO SEE THAT ALL POTENTIAL CLAIMANTS ARE DULY PAID.

PLM IS NOT RESPONSIBLE FOR PAVEMENT BREAKAGE DUE TO CONSTRUCTION TRAFFIC. PLM IS NOT RESPONSIBLE FOR DAMAGE TO OR INJURIES CAUSED BY ANY OWNER/PRIVATE INSTALLED UTILITIES, GAS, ELECTRIC, WATER, SEWER, CABLE, TELEPHONE, PIPES, LINES, CONDUITS, OR OTHER UNDERGROUND OBSTRUCTIONS, (herein "UNDERGROUND INSTALLATIONS").

- Customer shall not prematurely subject the work to any type of traffic; loads more than the design capacity before proper cure, or in a manner which may damage the work. PLM is not responsible for graffiti, tire tracks, animal, or human footprints, etc., on finished concrete/asphalt.