



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 04/28/2023

****Amended Post Date: 5/8/23**

*****Amended Post Date: 5/9/23 at 8:47 am**

**The following documents are included in the packet for the
Judicial Law Packet on May 10, 2023:**

- 1) Agenda
- 2) Minutes from 4/12/23 & Joint Meetings from 4/12/23
- 3) ***Review and Request to Approve Large Assemblage Applications
by 300 Club
- 4) **Resolution – Renaming of the Emergency Management Services
Committee to the Emergency Medical Services Committee
- 5) Department Related Reports (2)
- 6) Monthly Sheriff Reports
- 7) Expense & Revenue Monthly Reports



JUDICIAL/LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

Judicial/Law Enforcement and Emergency Management Committee

Meeting Notice

Date: May 10, 2023, Time: 9:00 AM
Green Lake County Government Center, County
Board Room, 571 County Rd A, Green Lake WI

***AMENDED AGENDA

Committee Members

Joe Gonyo
Sue Wendt
Gene Thom
Don Lenz
Ken Bates

Sara Radloff, Secretary

Virtual attendance at meetings is optional. If technical difficulties arise, there may be instances when remote access may be compromised. If there is a quorum attending in person, the meeting will proceed as scheduled.

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Minutes: 4/12/23 & Joint Meeting 4/12/23
5. Correspondence
6. Public Comment (3 min. limit)
7. Community Maps Presentation
8. ***Review and Request to Approve Large Assemblage Applications by 300 Club
9. Update Medical Examiner Office
10. **Resolution
 - Renaming of the Emergency Management Services Committee to the Emergency Medical Services Committee
11. Department Related Reports
 - Clerk of Courts
 - Circuit Court/Register in Probate
 - District Attorney
 - Emergency Management
 - Emergency Medical Services
 - Medical Examiner Office
 - Sheriff's Office
12. Monthly Sheriff Reports
13. Expense & Revenue Monthly Reports
14. Future Agenda items for action & discussion:
15. Future Meeting Dates:
 - Regular Meeting June 14, 2023, at 9:00 AM
16. Adjourn

This meeting will be conducted through in person attendance or audio/visual communication. Remote access can be obtained through the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device:

[Click here to join the meeting](#)

Meeting ID: 286 396 415 331

Passcode: rkirmz

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 689-206-9321,,89710243# United States, Orlando

Phone Conference ID: 897 102 43#

[Find a local number](#) | [Reset PIN](#)

Please accept at your earliest convenience. Thank you!

[Learn More](#) | [Help](#) | [Meeting options](#) | [Legal](#)



JUDICIAL/LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

APRIL 12, 2023

The regular Judicial/Law Enforcement and Emergency Management Committee meeting was called to order by Chairman Joe Gonyo at 9:05 a.m. on April 12, 2023, in the County Board room of the Green Lake County Justice Center, 571 County Road A, Green Lake, WI. The requirements of the open meeting law were certified as being met.

Present: Joe Gonyo
Ken Bates
Don Lenz
Gene Thom
Sue Wendt

Others present in person: Cate Wylie, County Administrator; Jeff Mann, Corporation Counsel; Gerise LeSpisa, District Attorney; Judge Mark Slate; Amy Thoma, Clerk of Courts; Sheriff Mark Podoll; Gary Podoll, Emergency Management; Liz Otto, County Clerk; Matt Vandekolk, Chief Deputy

Others present via remote access: none

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by the group.

MINUTES

Motion/Second (Wendt/Bates) to approve the minutes of the March 8, 2023, regular meeting presented with no changes. No negative votes. Motion carried.

CORRESPONDENCE

None

PUBLIC COMMENT

None

MEDICAL EXAMINER OFFICE

County Administrator Cate Wylie stated that the final draft of the amended contract will be delivered to Marquette County today for final approval by their County Board on Tuesday, April 18.

DEPARTMENT RELATED REPORTS

Circuit Court, Emergency Management and Sheriff's Office report were in the packet and reviewed by the committee. No updates given from any departments.

MONTHLY SHERIFF REPORTS

Sheriff's Office reports for March 2023 were included in the packet. No questions. Sheriff Podoll stated that his department will be holding the National Night Out event on county property this year so that will go through Property & Insurance for approval. Matt Vandekolk gave an update on filling open positions.

EXPENSE AND REVENUE MONTHLY REPORTS

The March 2023 monthly expense and revenue reports were reviewed and filed.

FUTURE MEETING DATE AND AGENDA ITEMS

The next regular meeting is set for May 10, 2023, at 9:00 a.m. in the County Board Room of the County Justice Center, 571 County Road A, Green Lake.

ADJOURN

Chair Gonyo adjourned the meeting at 9:14 AM.

Respectfully submitted,

Liz Otto

Liz Otto, Green Lake County Clerk

HIGHWAY/JUDICIAL LAW COMMITTEE MEETING

April 12, 2023

The special joint meeting of the Highway and Judicial Law/Emergency Management Committees was called to order by Judicial Law Chair Joe Gonyo at 10:00 AM on Wednesday, April 12, 2023 in person and via remote access at the Government Center, 571 County Road A, Green Lake, WI. The requirements of the open meeting law were certified as being met. The pledge of allegiance was recited.

Present: Joe Gonyo
Sue Wendt
Don Lenz
Gene Thom
Ken Bates
Dennis Mulder
Charlie Wielgosh
Bob Schweder
Chuck Buss
Bill Boutwell

Other County Employees Present: Liz Otto, County Clerk; County Administrator Cate Wylie; Corporation Counsel Jeff Mann; Matt Vandekolk, Chief Deputy; Derek Mashuda, Highway Commissioner

ORDINANCE

- **Amending Chapter 257, Vehicles, All-Terrain/Utility Terrain**

Motion/second (Schweder/Buss) to delete lines 64-71 of the ordinance as presented to the committee. Discussion held. Corporation Counsel Jeff Mann clarified that the actual lines to be omitted would be lines 66-71. Supervisor Thom requested a roll call vote on the proposed amendment.

Motion/second (Buss/Schweder) to suspend the rules and allow the employees who worked on this ordinance to explain the process. Motion carried with no negative vote.

County Administrator Cate Wylie, Chief Deputy Matt Vandekolk, and Highway Commissioner Derek Mashuda explained the process they went through to formulate this updated ordinance and explained the routes using a county map. Crash data, traffic safety and public interest have all been taken into account. Corporation Counsel Jeff Mann assured the committee that the integrity of the process has been met.

Roll call vote on original motion to amend – Ayes – 1 (Wielgosh), Nays – 9. Motion failed.

Motion (Thom) to amend the ordinance to include the routes as explained on the map. All of the changes are included in the ordinance as presented. Thom withdrew his motion.

Motion/second (Thom/Bates) to approve the ordinance as originally presented and forward it to the County Board for full approval. Roll call vote – Ayes – 10, Nays – 0. Motion carried.

ADJOURNMENT

Judicial Law Chair Joe Gonyo adjourned the meeting at 10:30 AM.

Submitted by,

Liz Otto
County Clerk

**GREEN LAKE COUNTY
APPLICATION FOR
ASSEMBLAGE OF LARGE NUMBERS OF PEOPLE**

Code of Green Lake County, Chapter 109 Assemblies, Mass Public

IV: Application

- A. Application submitted to the County Clerk 45 days prior to the event.
- B. Oath or affirmation that the statements given are true and correct to the best of your knowledge.

C. 1. Name: Erika D. Lopez Age: 39
Address: N Greenway Hayden Loop, Ste 105
Scottsdale, AZ 85260

Name: The 300 Club of Green Lake Age: 2 yrs.
Address: W1802 County Road A
Green Lake, WI 54941

2. Attach Articles of Incorporation if necessary

Address and legal description of assembly premises: Green Lake
County Fairgrounds; 570 South Street;
Green Lake, WI 54941

Name of Land Owner if different from above: _____

Address: _____

3. Proof of ownership of all property upon which the assembly is to be held, or a valid, written lease executed by the property owner and a statement made under oath or affirmation by the record owner (s) of all such property that the applicant has permission to use such property for an assembly of 1,000 or more persons.

If a corporation owns the land, attach proof that the person purporting to act on behalf of the corporation has authority to do so.

4. The nature of the proposed assembly: Concert on 8/25 and
Concert on 8/26/2023
5. Total number of days and/or hours of the assembly 2 days; 8 hours each
6. Number of persons permitted to assemble at any time: less than 3,500
7. Maximum number of tickets to be sold: 3,250
8. Attach plan to limit the number of people permitted to assembly.
9. Attach plan for fencing the location of the assembly and the gates contained in such fence.
10. Attach plan for supplying portable water including the source, amount available and location of outlets.
11. Attach the plan for providing toilet and lavatory facilities including the source, number and location, type and the means of disposing of the waste deposited.
12. Attach the plans for holding collection and disposing of solid waste materials
13. Attach the plan to provide medical services and on-site first aide, to include the names and hours of availability of the medical support personnel and provisions for contacting emergency medical services.
14. Attach plans, if any, to illuminate the location of the assembly including the source and amount of power and the location of lamp.
15. Attach plan for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots.
- n/a 16. Attach plans for telephone service including the source, number and location of the telephones.
- n/a 17. Attach plan for camping facilities, if any, including facilities available and their location.
18. Attach plan for security including the number of guards, their deployment, and their names, addresses credentials and hours of availability.

19. Attach plans for fire protection including the number, type and location of all protective devices including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment.

★ 20. Attach plans for sound control and sound amplification, if any, including number, location and power of amplifiers and speakers.

★ 21. Attach the plan for food concessions and concessionaires who will be allowed to operate on the grounds including the names and addresses of all concessionaires and their licenses or permit numbers.

D. Attach bond and proof of insurance.

I swear or affirm that the statements contained therein are true and correct to the best of my knowledge.

Erika D. Lopez
Erika D. Lopez
04/04/2023

Green Lake County Application for Assemblage of Large Numbers of People

Additional Documents and Supplements

IV. Application

- A. Event date is August 25th and 26th 2023; at least 107 days from submission of application (as of the Judicial Law meeting on May 10th)
- B. Oath or affirmation: at this time all info is accurate, either by contract or anticipated plans to be contracted pending final numbers approved. Some contracts can not be signed until maximum capacity is determines because quantities of product need to be ordered / reserved. All agreements to be final by June 1, if plans are approved with contracts as contingencies from the county.
- C. Additional Notes for clarification:
 2. County to provide a lease agreement for the use of the land in question
 4. Two (2) separate concerts taking place on 2 days; not a 2-day festival
 5. Concert dates / times
 - a. Friday August 25th; 5pm – 11pm
 - b. Saturday August 26th; 3pm – 11pm
 6. Concert dates / numbers
 - a. Friday August 25th; expecting up to 2,625 in attendance (including staff)
 - b. Saturday August 26th; expecting up to 2,625 in attendance (including staff)
 7. Concert dates / ticket caps
 - a. Friday August 25th; 2,500 tickets available
 - b. Saturday August 26th; 2,500 tickets available
 8. We are awaiting our agreement with eTix for the sale and redemption of tickets for both days. **We used them for the 2021 concerts.** They will only release a limited number of tickets for each day and can not go over the amounts that we have set. Copy of our client detail sheet, outlining the terms of the ticket sales with the service provider, will be provided upon request once finalized. All guests will need to have a ticket in order to enter the event- we will be using digital scanners. (The agreement can't be finalized until we know if our numbers are approved)
 9. See attached, labeled exhibit # 1, where the solid red line is perimeter fencing, the xxxx represents the main entrance / exit gates, and the ~~xxxx~~ are gates along the fence to be used in an emergency
 10. See attached, labeled exhibit # 1. Portable water available near the main building, by the first aid tent; bottled water for sale at each beverage station. Shown as a blue circle (large dot).
 11. Portable restrooms will be rented from Ray's Sanitation for the event. Referencing the attachment labeled exhibit # 1, the large purple rectangles near the main entrance represent the location of the restrooms. There will be additional restrooms near the stage. Please note, this is not drawn to scale, nor does the drawing depict an accurate count. There will be 20 portable restrooms at the venue. Waste will be handled by the rental company on Saturday morning, following the Friday night concert and then again on Monday when the facilities are removed from the property.

12. Waste Management will provide trash and recycling receptacles for the event. Looking at the map labeled exhibit # 1, the large green rectangles throughout the area represent temporary garbage collection containers. There will be many more than what is drawn in, as they will typically be arranged in clusters of 2-4 or 6-10, depending on the size (based on location).
13. Exhibit # 1 shows an orange box near the entrance to depict the location of the first aid tent. Directly outside of the main entrance will be an ambulance, should it be needed. There are two locations shown, with the first being where the ambulance will be during the arrival / departure times to not impede the flow of traffic on the dirt road; and the second being where it will be parked during the show. We are currently working with Bell Ambulance to secure the dates. If not them, we will find another provider. We can not confirm until we have conditional approval and know the number of staff required. Medical personnel (EMT or similar) will be available at all times the event gates are open: 5pm to midnight on Friday and 3pm to midnight on Saturday. A cell phone will be provided to the first aid tent, and all employees and security personnel will have that number to alert them of anyone in need of assistance. They will also be available to assist anyone that walks into the tent.
14. Lighting will be via temporary lights with generators. Additional lighting will be attached to the stage. Additional generators and lighting may be added after evaluation (decisions prior to June 1). This is shown in Exhibit # 1 with yellow circles (large dots).
15. Parking to be on a first come first served basis at the fairgrounds. Additional parking available on public streets. See Exhibit # 2 for use of the fairgrounds parking, indicated by the red box. There is a large green arrow showing the path of travel. It will be one way in until about 1-hour after the show starts; then will reverse to one way out until about 1-hour prior to the show ending.
16. A meeting with the sheriff, chief deputy, and sergeant held on July 21, 2021 indicated that the use of cell phones was permissible in this instance and additional phones would not be needed. There is a landline inside the building, should we need it. All venue management, vendors, security and EMTs will have cell phones on them for use throughout the events.
17. This is *not* an overnight festival and no one will be staying on premises once the events have ended and been cleared out.
18. This is still in the works. We will have a minimum of one private security officer and one Green Lake County officer per 500 people. Additional security (separate from per capita numbers) will be positioned near the stage. All security personnel will move around throughout the event to keep an eye on the event and to make themselves available should their assistance be needed. At all times, there should be someone near the stage, and near the main entrance / exit. Private security to be hired by The 300 Club- currently negotiating with CSC and Star Protection & Patrol. *We can not finalize this agreement unless we know the attendance. Specific security guards and details will not be available from the vendor until closer to the event as staff assignments may change.
19. Fire extinguishers will be purchased from DRB Fire Extinguisher Sales and Service and located in each of the vendor tents, at the corner of the stage, and in the first aid tent. All security personnel and vendors are able to operate the fire extinguishers. Should an

alarm be needed, it will come from the mix board through the amplified speakers at the stage.

20. A stage will be set at the North-East end of the space with speakers attached. The trees, and highway buildings naturally help to dissipate the sound from carrying too far beyond the space, but there will be some noise overheard in the surrounding area. The stage and speakers are being provided by EPS Event Production Services out of Appleton, WI. Exhibit # 1 shows the stage in lavender, and the mix board in the center of the space as a lavender square in the middle of the space.
21. The 300 Club of Green Lake will work with and through the Chamber of Commerce to provide all food and beverage, per the limitations of existing permits and licensing rules. Alcohol to be limited to beer and wine, and seltzers pending confirmation. Food and beverage tents are shown as light blue rectangles along the perimeter, on the attached Exhibit # 1.

D. Proof of Insurance Attached

EXHIBIT 1

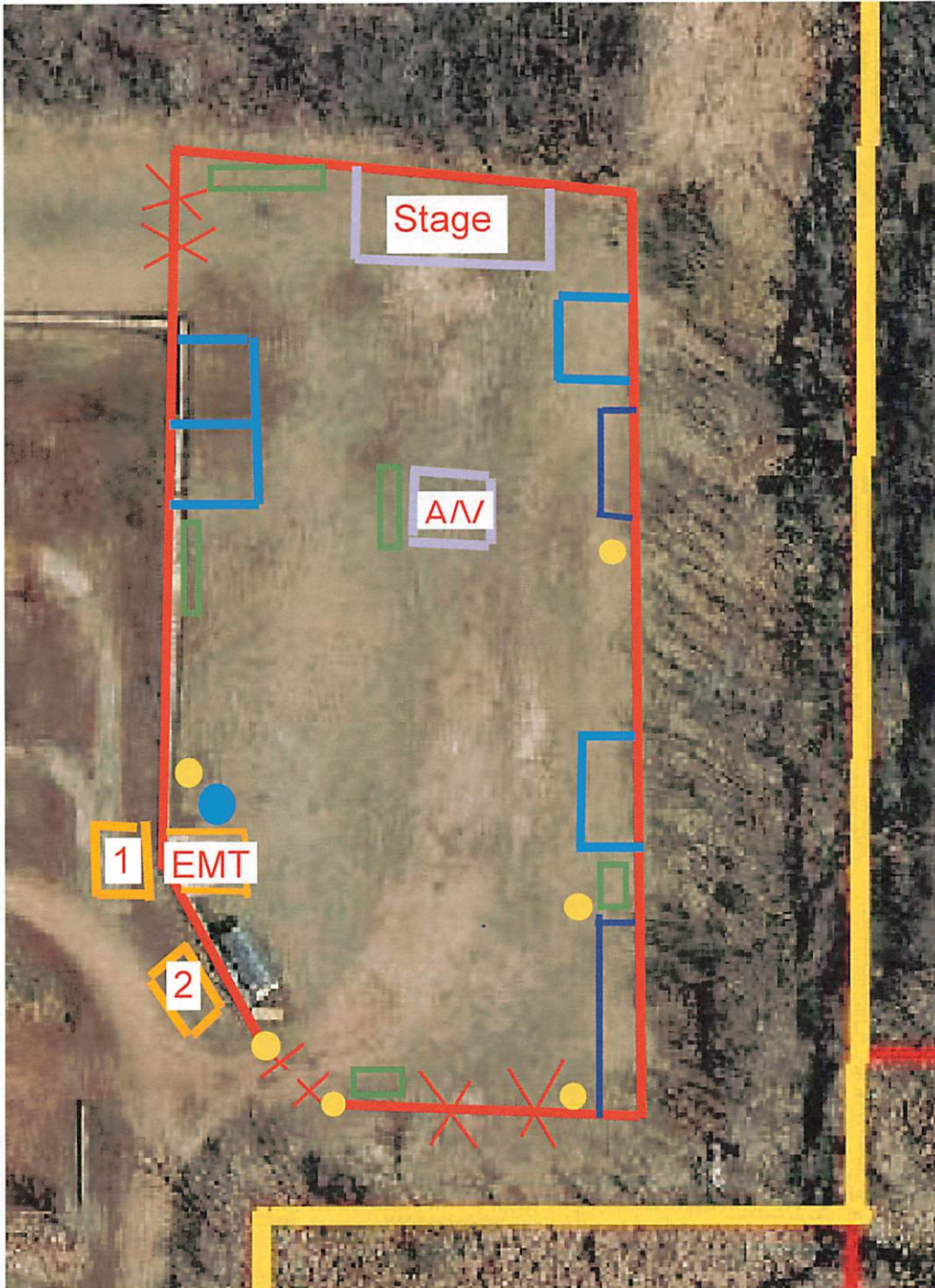
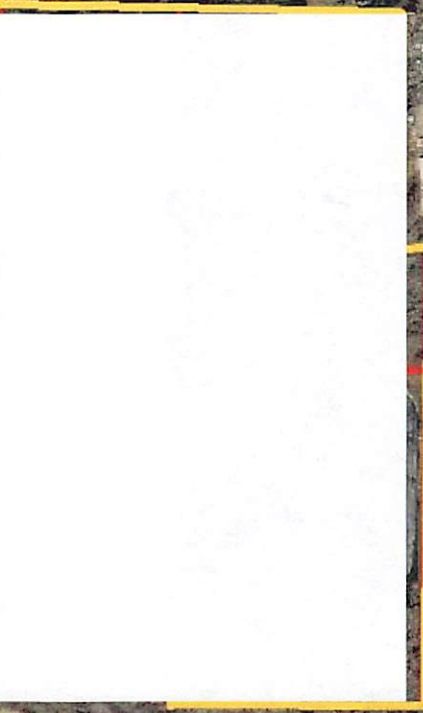




EXHIBIT 2

Parking

Stage Area



SOUTH ST

SOUTH ST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farmer Woods Group 919 North 1st Street Phoenix AZ 85004	CONTACT NAME: Brenda Ellis PHONE (A/C, No, Ext): (602) 264-0566 E-MAIL ADDRESS: brenda-ellis@leavitt.com	FAX (A/C, No): (602) 277-4706	
	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 19100
INSURED The 300 Club of Green Lake 15721 N. Greenway Hayden LP, Ste 105 Scottsdale AZ 85260			

COVERAGES **CERTIFICATE NUMBER:** CL234435326 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y	ACPGLAO3029536340	11/14/2022	11/14/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Computer Attack \$ 50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER Green Lake County 570 South St. Green Lake WI 54941	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**GREEN LAKE COUNTY
APPLICATION FOR
ASSEMBLAGE OF LARGE NUMBERS OF PEOPLE**

Code of Green Lake County, Chapter 109 Assemblies, Mass Public

IV: Application

- A. Application submitted to the County Clerk 45 days prior to the event.
- B. Oath or affirmation that the statements given are true and correct to the best of your knowledge.

C.

1. Name: Erika D. Lopez Age: 39

Address: N. Greenway-Hayden Loop Ste 105
Scottsdale AZ 85260

Name: The 300 Club of Green Lake Age: 2

Address: W1802 County Road A
Green Lake WI 54941

2. Attach Articles of Incorporation if necessary

Address and legal description of assembly premises: _____

W1802 County Road A
Green Lake, WI 54941

Name of Land Owner if different from above: Spare Time, LLC

Address: N Greenway-Hayden Loop, Ste 105
Scottsdale, AZ 85260

3. Proof of ownership of all property upon which the assembly is to be held, or a valid, written lease executed by the property owner and a statement made under oath or affirmation by the record owner (s) of all such property that the applicant has permission to use such property for an assembly of 1,000 or more persons.

If a corporation owns the land, attach proof that the person purporting to act on behalf of the corporation has authority to do so.

4. The nature of the proposed assembly: Concert on 08/25/2023
and 08/26/2023

5. Total number of days and/or hours of the assembly 2 days, 8 hours each

6. Number of persons permitted to assemble at any time: less than 3,000

7. Maximum number of tickets to be sold: 3,000 per day

8. Attach plan to limit the number of people permitted to assembly.

9. Attach plan for fencing the location of the assembly and the gates contained in such fence.

10. Attach plan for supplying portable water including the source, amount available and location of outlets.

11. Attach the plan for providing toilet and lavatory facilities including the source, number and location, type and the means of disposing of the waste deposited.

12. Attach the plans for holding collection and disposing of solid waste materials

13. Attach the plan to provide medical services and on-site first aide, to include the names and hours of availability of the medical support personnel and provisions for contacting emergency medical services.

14. Attach plans, if any, to illuminate the location of the assembly including the source and amount of power and the location of lamp.

15. Attach plan for parking vehicles including size and location of lots, points of highway access and interior roads including routes between highway access and parking lots.

16. Attach plans for telephone service including the source, number and location of the telephones. n/a

17. Attach plan for camping facilities, if any, including facilities available and their location. n/a

18. Attach plan for security including the number of guards, their deployment, and their names, addresses credentials and hours of availability.

19. Attach plans for fire protection including the number, type and location of all protective devices including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment.

20. Attach plans for sound control and sound amplification, if any, including number, location and power of amplifiers and speakers.

21. Attach the plan for food concessions and concessionaires who will be allowed to operate on the grounds including the names and addresses of all concessionaires and their licenses or permit numbers.

D. Attach bond and proof of insurance.

I swear or affirm that the statements contained therein are true and correct to the best of my knowledge.

Erika D. Lopez

Chapter 109
ASSEMBLIES, MASS PUBLIC

- | | |
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| § 109-1. Purpose. | § 109-7. Application for license. |
| § 109-2. Applicability. | § 109-8. Review of application; issuance of license. |
| § 109-3. Definitions. | § 109-9. Revocation of license. |
| § 109-4. License required; terms of license. | § 109-10. Enforcement; violations and penalties. |
| § 109-5. Information required to be filed. | § 109-11. Costs. |
| § 109-6. Conditions for issuing license. | |

[**HISTORY:** Adopted by the Board of Supervisors of Green Lake County 7-21-1970 by Ord. No. 67-70; as amended 5-20-2003 by Ord. No. 782-03. Subsequent amendments noted where applicable.]

GENERAL REFERENCES

Fairgrounds — See Ch. 136.

Peace and good order — See Ch. 152.

§ 109-1. Purpose.

It is the purpose of the County Board of Green Lake County to regulate the assemblage of large numbers of people, in excess of those normally needing the health, sanitary, fire, police, transportation and utility services regularly provided in Green Lake County, in order that the health, safety and welfare of all persons in Green Lake County, residents and visitors alike, may be protected.

§ 109-2. Applicability.

- A. This chapter shall be effective in all unincorporated areas of Green Lake County. This chapter shall not be effective in any incorporated municipality of Green Lake County unless the governing body of that incorporated municipality passes an ordinance expressly authorizing the enforcement of this chapter within its corporate boundaries and forwards a copy of said ordinance to the Green Lake County Clerk.
- B. This chapter shall not apply to:
- (1) Any regularly established, permanent place of worship, stadium, athletic field, arena, auditorium, coliseum, or other similar permanently established place of assembly for assemblies which do not exceed by more than 250 people the maximum seating capacity of the structure where the assembly is held;
 - (2) Government-sponsored fairs held on regularly established fairgrounds; or

- (3) Assemblies required to be licensed by other laws and regulations of this County.

§ 109-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ASSEMBLY — A company of persons gathered together at any location at any single time for any purpose.

PERSON — Any individual natural human being, partnership, corporation, firm, company, association, society or group or any combination thereof sponsoring or in any way promoting an assembly as defined herein.

§ 109-4. License required; terms of license.

- A. No person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage, or sell or give tickets to an actual or reasonably anticipated assembly of 1,000 or more people, which continues or can reasonably be expected to continue for four or more consecutive hours, whether on public or private property, unless a license to hold the assembly has first been issued by the County Board of Green Lake County, application for which must be made at least 45 days in advance of the assembly to the Clerk of Green Lake County, who shall refer the same to the Judicial/Law Enforcement and Emergency Management Committee for initial study. A license to hold an assembly issued to one person shall permit any person to engage in any lawful activity in connection with the holding of the licensed assembly.
- B. A separate license shall be required for each event and each location in which 1,000 or more people assemble or can reasonably be anticipated to assemble. The license shall be valid for the period of five consecutive days, after which a new license shall be required. The fee for each license shall be \$100 per each day of the event.
- C. A license shall permit the assembly of only the maximum number of people stated in the license. The licensee shall not sell tickets to nor permit to assemble at the licensed location more than the maximum permissible number of people.
- D. The license shall not permit the sound of the assembly to carry unreasonably beyond the enclosed boundaries of the location of the assembly.

§ 109-5. Information required to be filed.

An applicant shall execute and file with the County Clerk's office:

- A. An agreement which shall indemnify and hold harmless this County or any of its agents, officers, servants and employees from any liability or causes of action which might arise by reason of granting this license.
- B. A statement executed by the zoning administrator for the governmental unit having zoning authority over the affected area that the proposed event is a permitted use within

the zoning district where the event is to be held or a permit issued by the zoning administrator that otherwise certifies that the event is an authorized use.

- C. Certificates of insurance issued by insurance companies licensed to transact business within the State of Wisconsin providing that the applicant and the assembly are covered by a comprehensive general liability policy providing a minimum coverage of \$2,000,000 aggregate coverage; fire legal liability policy in the amount of \$2,000,000; and workers' compensation insurance as required by Wisconsin law.

§ 109-6. Conditions for issuing license.

Before he/she may be issued a license, the applicant shall first:

- A. Determine the maximum number of people which will be assembled or admitted to the location of the assembly, provided that the maximum number shall not exceed the maximum number which can reasonably assemble at the location of the assembly in consideration of the nature of the assembly and provided that, where the assembly is to continue overnight, the maximum number shall not be more than is allowed to sleep within the boundaries of the location of the assembly by the zoning or health ordinances of the municipality.
- B. Provide proof that he/she will furnish at his/her own expense before the assembly commences:
- (1) A fence completely enclosing the proposed location, of sufficient height and strength to prevent people in excess of the maximum permissible number from gaining access to the assembly grounds, which shall have at least four gates, at least one at or near four opposite points of the compass.
 - (2) Potable water, meeting all federal and state requirements for purity, sufficient to provide drinking water for the maximum number of people to be assembled at the rate of at least one gallon per person per day and water for bathing at the rate of at least 10 gallons per person per day.
 - (3) Separate enclosed toilets for males and females, meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be assembled at the rate of at least one toilet for every 200 females and at least one toilet for every 300 males, together with an efficient, sanitary means of disposing of waste matter deposited, which is in compliance with all state and local laws and regulations. A lavatory with running water under pressure and a continuous supply of soap and paper towels shall be provided with each toilet.
 - (4) A sanitary method of disposing of solid waste, in compliance with state and local laws and regulations, sufficient to dispose of the solid waste production of the maximum number of people to be assembled at the rate of at least 2.5 pounds of solid waste per person per day, together with a plan for holding and a plan for collecting all such waste at least once each day of the assembly and sufficient trash cans with tight-fitting lids and personnel to perform the task.

- (5) A registered nurse or emergency medical technician intermediate (EMTI) to be on duty at all times during the assembly. There shall be provided an enclosed covered structure for medical treatment and there shall be present at all times ambulance service staffed by qualified EMTs. When the number of persons attending exceeds 5,000, a minimum of two ambulances, neither of which can be from the local service area, and four EMTs shall be provided by the applicant on site. When the number of persons attending exceeds 10,000, a third staffed ambulance is required, also not from the local service area.
- (6) If the assembly is to continue during hours of darkness, illumination sufficient to light the entire area of the assembly at a rate of at least five footcandles, but not to shine unreasonably beyond the boundaries of the enclosed location of the assembly.
- (7) A parking area in or near the site of the assembly grounds with sufficient parking space for the maximum number of people to be assembled at the rate of at least one parking space for every three persons.
- (8) Two public pay phones on the assembly grounds and not fewer than three private lines on the grounds, with one phone line or cell phone located in the emergency medical facility. The phone numbers of the above phones shall be provided to the Green Lake County Sheriff's Office.
- (9) If the assembly is to continue overnight, camping facilities in compliance with all state and local requirements as set forth in the Wisconsin Administrative Code and ordinances of the municipality, sufficient to provide camping accommodations for the maximum number of people to be assembled.
- (10) Security guards sufficient to provide adequate security for the maximum number of people to be assembled. A primary security officer, who is a licensed security officer in the State of Wisconsin or has other similar credentials, shall be designated, whose name, address and telephone number shall be provided to local law enforcement. As a condition of the license, local law enforcement officers shall be granted access to the site to ensure public safety. There shall be one security guard for every 500 people whenever alcoholic beverages are not being served and one security guard and one Wisconsin-certified law enforcement officer provided by Green Lake County for every 500 people when alcoholic beverages are being served.
- (11) Fire protection, including alarms, extinguishing devices and fire lanes and escapes, sufficient to meet all state and local standards for the location of the assembly as set forth in the Wisconsin Administrative Code and ordinances of the municipality and sufficient emergency personnel to efficiently operate the required equipment.
- (12) All reasonable necessary precautions to ensure that the sound of the assembly will not carry beyond the boundaries of the location of the assembly. The use of sound amplification devices shall be prohibited between the hours of 1:00 a.m. and 8:00 a.m., except in emergency situations which otherwise require such use.

- (13) A method of informing the attending public of weather conditions by loudspeaker system that can be heard throughout the grounds, parking areas and campground.
- C. For assemblies over 1,000 persons, a bond shall be provided by the applicant and filed with the Green Lake County Clerk prior to the issuance of the permit, either in cash or underwritten by a surety company licensed to do business in Wisconsin, at the rate of \$5 per person or the maximum number of people permitted to assemble, but not less than \$5,000, which shall indemnify or hold harmless this County or any of its agents, officers, or employees from any liability or causes of action which might arise by reason of granting this license and for the legal fees for defense of such actions and from any costs, expenses or claims incurred by or against Green Lake County for any reason whatsoever arising from the event herein licensed.

§ 109-7. Application for license.

- A. Application for a license to hold an actual or anticipated assembly of 1,000 or more persons shall be made in writing to the County Clerk of this County at least 45 days in advance of such assembly.
- B. The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making the application, in the case of an individual natural human being, by all officers in the case of a corporation, by all partners in the case of a partnership, or by all officers of any unincorporated association, society or group or, if there are no officers, by all members of such association, society or group.
- C. The application shall contain and disclose:
- (1) The name, age, residence and mailing address of all persons required to sign the application by Subsection B and, in the case of a corporation, a certified copy of the articles of incorporation together with the name, age, residence and mailing address of each person holding 10% or more of the stock of said corporation.
 - (2) The address and legal description of all property upon which the assembly is to be held together with the name, residence and mailing address of the record owner(s) of all such property.
 - (3) Proof of ownership of all property upon which the assembly is to be held, or a valid, written lease executed by the property owner, and a statement made upon oath or affirmation by the record owner(s) of all such property that the applicant has permission to use such property for an assembly of 1,000 or more persons or, if the property is owned by a corporation, proof that the person purporting to act for the corporation has actual authority of the shareholders of said corporation to authorize the use of the corporate real estate for the proposed purpose.
 - (4) The nature or purpose of the assembly.
 - (5) The total number of days and/or hours during which the assembly is to last.

- (6) The maximum number of persons which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the assembly, in consideration of the nature of the assembly, or the maximum number of persons allowed to sleep within the boundaries of the location of the assembly by the zoning ordinances of the municipality if the assembly is to continue overnight.
- (7) The maximum number of tickets to be sold, if any.
- (8) The plans of the applicant to limit the maximum number of people permitted to assemble.
- (9) The plans for fencing the location of the assembly and the gates contained in such fence.
- (10) The plans for supplying potable water, including the source, amount available and location of outlets.
- (11) The plans for providing toilet and lavatory facilities, including the source, number and location, type, and the means of disposing of waste deposited.
- (12) The plans for holding, collection, and disposing of solid waste material.
- (13) The plans to provide for medical services and on-site first aid, to include the names and hours of availability of the medical support personnel, and provisions for contacting emergency medical service.
- (14) The plans, if any, to illuminate the location of the assembly, including the source and amount of power and the location of lamps.
- (15) The plans for parking vehicles, including size and location of lots, points of highway access and interior roads, including routes between highway access and parking lots.
- (16) The plans for telephone service, including the source, number and location of the telephones.
- (17) The plans for camping facilities, if any, including facilities available and their location.
- (18) The plans for security, including the number of guards, their deployment, and their names, addresses, credentials and hours of availability.
- (19) The plans for fire protection, including the number, type and location of all protective devices, including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment.
- (20) The plans for sound control and sound amplification, if any, including number, location and power of amplifiers and speakers.

- (21) The plans for food concessions and concessionaires who will be allowed to operate on the grounds, including the names and addresses of all concessionaires and their license or permit numbers.
- D. The application shall include the above information in sufficient detail to determine the applicant's compliance with this chapter, the bond required in § 109-6C, the license fee and proof of insurance as required in § 109-5C.

§ 109-8. Review of application; issuance of license.

The application for a license shall be processed within 30 days of receipt. The application shall be reviewed by the Judicial/Law Enforcement and Emergency Management Committee, with the assistance of the Green Lake County Department of Health and Human Services, the Sheriff's Department and the Land Use Planning and Zoning Department, to ensure compliance with this chapter. The license shall be issued by the County Clerk if all conditions are complied with as determined by the Judicial/Law Enforcement and Emergency Management Committee.

§ 109-9. Revocation of license.

The license may be revoked by the governing body of this County or by the Sheriff or Chair of the County Board at any time if any of the conditions necessary for the issuing of or contained in the license are not complied with or if any condition previously met ceases to be complied with.

§ 109-10. Enforcement; violations and penalties.

- A. The provisions of this chapter may be enforced by injunction of any court of competent jurisdiction or by citations issued by local law enforcement officers.
- B. The holding of an assembly in violation of any provision or condition contained in this chapter shall be deemed a public nuisance and may be abated as such.
- C. Any person who violates § 109-4A or who violates any condition upon which he is granted a license may be fined not less than \$1,000 nor more than \$10,000. Each day of violation shall be considered a separate offense.

§ 109-11. Costs.

Any costs associated with conforming to this chapter must be paid by the applicant, and proof of payment must be submitted to the County Clerk's office prior to the issuance of license.

Green Lake County Application for Assemblage of Large Numbers of People

Additional Documents and Supplements

IV. Application

- A. Event date is August 25th and 26th 2023; at least 112 days from submission of application (if received by May 5th)
- B. Oath or affirmation: at this time all info is accurate, either by contract or anticipated plans to be made. Some contracts can not be signed until maximum capacity is determines because quantities of product need to be ordered / reserved. All agreements to be final by June 1, if plans are approved with contracts as contingencies from the county.
- C. Additional Notes for clarification:
 2. Member Agreement for The 300 Club of Green Lake – attached
 3. Proof of Property Ownership – Attached:
 - a. Letter from Owner
 - b. Lease Agreement
 - c. Quit Claim Deeds for Title Transfers
 - d. Owner LLC Operating Agreement
 4. Two (2) separate concerts taking place on 2 days; not a 2-day festival
 5. Concert dates / times
 - a. Friday August 25th; 5pm – 11pm
 - b. Saturday August 26th; 3pm – 11pm
 6. Concert dates / numbers
 - a. Friday August 25th; expecting up to 2,625 in attendance (including staff)
 - b. Saturday August 26th; expecting up to 2,625 in attendance (including staff)
 7. Concert dates / ticket caps
 - a. Friday August 25th; 2,500 tickets available
 - b. Saturday August 26th; 2,500 tickets available
 8. We are awaiting our agreement with eTix for the sale and redemption of tickets for both days. **We used them for the 2021 concerts.** They will only release a limited number of tickets for each day and can not go over the amounts that we have set. Copy of our client detail sheet, outlining the terms of the ticket sales with the service provider, will be provided upon request once finalized. All guests will need to have a ticket in order to enter the event- we will be using digital scanners. (The agreement can't be finalized until we know if our numbers are approved)
 9. See attached, labeled #9, where the solid red line is perimeter fencing, the xxxx represents the main entrance / exit gates, and the ~~xxxx~~ are gates along the fence to be used in an emergency
 10. See attached, labeled #10. Portable water available at the main building; bottled water available for emergent situations in the first aid tent, bottled water for sale at each beverage station.
 11. Portable restrooms will be rented from Ray's Sanitation for the event. Referencing the attachment labeled #11, the small red squares near the main entrance represent the location of the restrooms. Please note, this is not drawn to scale, nor does the drawing depict an accurate count. There will be 20 portable restrooms at the venue and 2

- additional across the street at the shuttle pick-up / drop-off location. Waste will be handled by the rental company on Saturday morning, following the Friday night concert and then again on Monday when the facilities are removed from the property.
12. Waste Management provides garbage and recycling service to the venue. Looking at the map labeled # 12, the large rectangle represents our existing garbage and recycle dumpsters. The smaller silver "x"s throughout the area represent temporary garbage collection containers. There will be many more than what is drawn in, as they will typically be arranged in clusters of 6-10.
 13. Item # 13 shows a silver box near the entrance to depict the location of the first aid tent. Directly outside of the main entrance will be an ambulance, should it be needed. We are currently working with Bell Ambulance to secure the dates. If not them, we will find another provider. We can not confirm until we have conditional approval and know the number of staff required. Medical personnel (EMT or similar) will be available at all times the event gates are open: 5pm to midnight on Friday and 3pm to midnight on Saturday. A cell phone will be provided to the first aid tent, and all employees and security personnel will have that number to alert them of anyone in need of assistance. They will also be available to assist anyone that walks into the tent.
 14. Lighting is already in place at the venue. Additional lighting will be attached to the stage. Temporary lighting with generators will be brought in at the shuttle pick-up / drop-off location across the street. Silver boxes indicate the location of our venue and the pink "X"s indicate the location of the lighting. Additional generators and lights will be added after evaluation (decisions prior to June 1).
 15. Parking to be arranged with the County of Green Lake to use the fairgrounds. Shuttle buses to be reserved by The 300 Club, to bring guests to the venue and back to their vehicles for both nights. Attached is #15, which uses an empty silver box to show the location of the parking at the fairgrounds and the venue / concert location. There is a purple box with an "X" showing the drop-off and pick-up location for the venue. The purple line with arrows in it shows the path of travel that has been arranged. There is a pink box with an "X" showing the pick-up and drop-off location at the fairgrounds. The pink line with arrows in it shows the path of travel that has been arranged to return to the fairgrounds. *All soft right turns to minimize disruptions to regular traffic.

Attendees will be picked up from the fairgrounds, exiting the grounds at the driveway near the brick county building. They will travel on South street, then Mill Street then North Street. The drop off location for the venue is at the corner of North Street and Hwy 23. The bus will continue onto highway 23, then Highway A to Commercial Ave, then onto South Street to return to the fairgrounds via the entrance near Happy Lawns. The pick-up and drop-off location at the fairgrounds will be on the dirt road between the bleachers and the grass parking lot.

Guests will walk across the street, with guidance and assistance from security officers for traffic control and safety (we are trying to figure out how to obtain a temporary traffic light). Please refer to Ex. 3 for the path of foot travel, where the black line represents the perimeter security fencing for the event and the purple box indicates the drop-off and pick-up location with the purple arrows showing the path to follow.

16. A meeting with the sheriff, chief deputy, and sergeant held on July 21, 2021 indicated that the use of cell phones was permissible in this instance and additional phones would not be needed. There is a landline inside the building, should we need it. All venue management, vendors, security and EMTs will have cell phones on them for use throughout the events.
17. This is *not* an overnight festival and no one will be staying on premises once the events have ended and been cleared out.
18. This is still in the works. We will have a minimum of one private security officer and one Green Lake County officer per 500 people, with an additional green lake officer outside of the venue in a "command center". Additional security (separate from per capita numbers) will be positioned near the stage. All security personnel will move around throughout the event to keep an eye on the event and to make themselves available should their assistance be needed. At all times, there should be someone near the stage, near the main entrance / exit, and near the entrance to the building (as we may be bringing cash in and out as needed). Private security to be hired by The 300 Club- currently negotiating with CSC and Star Protection & Patrol. *We can not finalize this agreement unless we know the attendance. Specific security guards and details will not be available from the vendor until closer to the event as staff assignments may change.
19. Fire extinguishers will be purchased from DRB Fire Extinguisher Sales and Service and located in each of the vendor tents, at the corner of the stage, in the first aid tent, and at the entrance to the building. All security personnel and vendors are able to operate the fire extinguishers. Should an alarm be needed, it will come from the mix board through the amplified speakers at the stage.
20. A stage will be set at the North-East end of the parking lot with speakers attached. The building, and highway should naturally help to dissipate the sound from carrying too far beyond our property. The stage and speakers are being provided by EPS Event Production Services out of Appleton, WI.
21. The 300 Club of Green Lake to provide all food and beverage, per our existing permits and licenses.

D. Proof of Insurance Attached

***Additional drone images attached for reference and credibility. Two from the set up during the day, to show fencing, restrooms, tents for concessions, stage, etc. Additional photo from the show, to portray lighting, emergency / security vehicles parked at main gate, speaker direction for projection from stage.

#2

MEMBER AGREEMENT

THIS AGREEMENT (this "Agreement") of the undersigned is the Sole Member (the "Member") of THE 300 CLUB OF GREEN LAKE, LLC, a Wisconsin Limited Liability Company (the "Company"), and Attorney Nathan P. Olson (the "Organizer"), solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as to the Sole Member as of January 11, 2021.

RECITALS

The Member has caused the formation of the Company by having the Organizer file with the Wisconsin Department of Financial Institutions Articles of Organization, a copy of which is attached to this Agreement and incorporated by this reference, as provided in the Wisconsin Limited Liability Company Law (the "WLLCL"); and

The Member affirms her membership in the Company, acknowledges her contribution, and assents to the operation of the Company under the WLLCL.

NOW, THEREFORE, the undersigned agrees as follows:

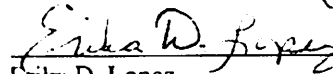
Section 1. Member Contribution. The Member has contributed the property described on the Property Schedule attached to this Agreement. The Member has not agreed to make any additional contributions to the Company.

Section 2. Company Dissolution. The Company is to be dissolved and its business wound up as provided in the WLLCL.

Section 3. Member Management. The provisions of the WLLCL relating to a Limited Liability Company the management of which has been vested in its Sole Member shall apply with full force and effect except as specifically provided in this Agreement. The Sole Member of the Company is Erika D. Lopez.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the date set forth above.

THE 300 CLUB OF GREEN LAKE, LLC



Erika D. Lopez
Sole Member

ACKNOWLEDGMENT

THE UNDERSIGNED acknowledges that this Agreement contains a true and correct copy of the Articles of Organization filed by me with the Wisconsin Department of Financial Institutions to organize the Company.



Nathan P. Olson
Organizer

#2

Property Schedule

\$130.00 – Articles of Organization Filing Fee

#3

April 30, 2023

RE: The 300 Club of Green Lake / Public Concerts and Land Use Permissions

To Whom It May Concern:

My name is Justin R. Krueger, and I am the owner of the physical property where The 300 Club of Green Lake operates. The land is owned by one of my LLCs, and it has been leased to Erika Lopez as the owner of the business known as the 300 Club of Green Lake. As such, she has permission to hold and host any event so long as she is compliant with the rules of the city and county. I will not impose any further restrictions on her use of the building or surrounding land for regular or periodic events.

At this time, I know that she is working on two separate concerts: Friday August 25th and Saturday August 26th of this year. I give my complete and unrestricted permission for her to hold both of those events- as she held similar events in September of 2021.

Accompanying this letter are the following:

Proof of land ownership

Operating Agreement granting my authority

Property was originally purchased by Villa Rita Holdings, LLC – then Quit Claim Deed to Justin R Krueger – then Quit Claim Deed to Spare Time, LLC. Documentation attached and incorporated by reference.

Should you have any additional questions, please do not hesitate to contact me directly.

Sincerely,



Justin R Krueger

(602) 910-9716

jkrueger@iconnational.com

COMMERCIAL REAL ESTATE LEASE AGREEMENT

This COMMERCIAL REAL ESTATE LEASE AGREEMENT ("Lease Agreement") is entered into as of May 1, 2021, Villa Rita Holdings, LLC ("Lessor"), an Arizona limited liability company located at 15721 N. Greenway Hayden Lp; Suite 105, Scottsdale AZ 85260, and The 300 Club of Green Lake, LLC ("Lessee"), an Wisconsin limited liability company. Either Lessor or Lessee also may be referred to as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Lessee desires to rent from Lessor, and Lessor desire to rent to Lessee, the real property and appurtenances thereto described in this Lease Agreement; and

WHEREAS, Lessor and Lessee intend for the transactions under this Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

The recitals set forth above are true, accurate and correct and are incorporated into this Agreement by this reference and made a material part hereof.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property and appurtenances thereto described below under upon the following terms and conditions described in the following paragraphs of this Lease. Lessee acquires no ownership, title, right, equity or interest in the real property and appurtenances thereto other than its leasehold interest solely as a lessee subject to all the terms and conditions of this Lease Agreement. Both Lessor and Lessee have full corporate power and authority to enter into this Lease Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby.

1. PREMISES: The premises are defined as the certain real property and appurtenances thereto located at: W1802 County Road A, Green Lake, Wisconsin 54941, ("Premises"). Consisting of approximately 15,000 rentable square feet.

2. TERMS: The term of this Lease Agreement shall be for Forty Eight (48) months, commencing on May 1, 2021 and shall terminate on April 30, 2025 ("Term") both dates inclusive,

INITIALS

Lessor: [Signature]
Lessee: [Signature]

unless otherwise extended by mutual agreement between Lessor and Lessee. Lessee shall not be granted possession of and access to the Premises until mutual execution of the Lease Agreement, and provision of the first month's Base Rent and Rent Tax, and evidence of insurance to Lessor. If possession of the Premises is not delivered to Lessee by this commencement date, then the commencement date shall be the first day of the calendar month following the delivery of the Premises to Lessee.

3. **BASE RENT:** Lessee shall pay to Lessor rent for the Premises, monthly payments, in advance of the first day of each month ("Due Date") as follows:

<u>4/01/2021 – 12/31/2021</u>	<u>\$00.00/month*</u>
<u>1/01/2022 – 12/31/2022</u>	<u>\$8,000.00/month*</u>
<u>1/01/2023 – 12/31/2023</u>	<u>\$8,250.00/month*</u>
<u>1/01/2024 – 12/31/2024</u>	<u>\$8,750.00/month*</u>
<u>1/01/2025 – 4/30/2025</u>	<u>\$9,350.00/month*</u>

*** Plus, applicable rental tax (tax subject to adjust) Base Year is 2021**

payable in lawful money of the United States. Lessee hereby acknowledges that the late payment by Lessee to Lessor of Base Rent or any additional sums due herein will cause Lessor to incur costs not contemplated in this Lease Agreement, the exact amount of which will be extremely difficult and impractical to ascertain. Such costs shall not be limited to the late payment penalty. All rental checks are payable to JRK Business Property Holdings, LLC and should be delivered to JRK Business Property Holdings, LLC at 15721 N. Greenway Hayden Ln., Suite 105, Scottsdale, Arizona 85260.

Accordingly, if any installment of Base Rent or any additional sums due from Lessee, including but not limited to Rent Tax, are not received by Lessor within Three (3) days of the Due Date, Lessee shall incur a late charge of one percent (3%) per day on the outstanding balance due or a charge of twenty dollars and no cents (\$20.00) per day, whichever is greater, until Lease Agreement obligations are paid in full. This late charge is to be assessed on a retroactive basis from the Due Date of said sum. The Lessee and Lessor hereby agree that such late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment

INITIALS
 Lessor: [Signature]
 Lessee: SR

by Lessee. Neither assessment nor acceptance of such late charge by Lessor shall constitute a waiver of Lessee default with respect to such overdue amounts, nor prevent Lessor from exercising any of the other rights and remedies granted under this Lease Agreement unless the monies due are late FIVE (5) days or more. Nothing contained in this paragraph shall be deemed to condone, authorize, sanction or grant to Lessee an option for the late payment of Base Rent and Rent Tax, and Lessee shall be deemed in default in the payment of its Base Rent and Rent Tax should the same not be paid by the Due Date.

It is further agreed that any return "NSF" check with insufficient funds will be charged an additional fifty dollars and no cents (\$50.00) for processing.

4. **RENT TAX:** In addition to the above Base Rent, Lessee shall pay to Lessor a sum equal to the amount which Lessor may be caused to pay on account of any privilege tax, sales tax, gross proceeds tax, rent tax or like tax (but not including income tax), hereafter levied, assessed or imposed by any Federal, State, County, or Municipal governmental authority, or any subdivision thereof, upon any rent or other charges required to be paid under this Lease Agreement ("Rent Tax").

5. **SECURITY DEPOSIT:** Lessee will deposit with Lessor the sum of \$0.00 upon signing of this Lease Agreement with Lessor. It is acknowledged that the security deposit will be held by Lessor as security for the full and timely performance of the terms and conditions herein and toward the payment of any final judgment that may be rendered against Lessee for a breach of those terms and conditions. No interest shall be paid on the deposit. The rights of Lessor against Lessee for a breach of this Lease Agreement shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned within twenty-one (21) days after the expiration of this lease agreement or any extension thereof provided that all of the terms and conditions herein contained have been fully performed by Lessee. Should the property wherein the premises are located be sold, Lessor may transfer or deliver this security deposit to purchaser of the interest, and the Lessor shall then be discharged from any further liability with respect to the security deposit.

6. **DEFAULT:** In the event Lessee fails to pay any amount due herein, including Base Rent or Rent Tax, or fails to keep and perform any of the other terms or conditions hereof, time being of the essence, then SEVEN (7) days after notice of default from Lessor is received by Lessee, the Lessor may, if such default has not been corrected, resort to any and all legal remedies or combination of remedies which Lessor may desire to assert including, but not limited to, one or more of the following: (a) lock the doors to the Premises and exclude Lessee therefrom; (b) retain or take possession of any property on the Premises pursuant to Lessor's statutory lien; (c)

INITIALS

Lessor:
Lessee:

enter the Premises and remove all persons and property therefrom; (d) declare this Lease Agreement at an end and terminate the Lease Agreement effective immediately; (e) sue for the amount due and to become due under this Lease Agreement, and for any damages sustained by Lessor; and (f) continue this Lease Agreement in effect and re-let the premises on such terms and conditions as Lessor may deem advisable with Lessee remaining liable for the outstanding amount plus the reasonable cost of obtaining possession of the Premises and of any repairs and alterations necessary to prepare the Premises for reletting, less the rentals received from such reletting, if any. No action of Lessor shall be construed as an election to terminate this Lease Agreement unless notice of such intention be given to Lessee. Lessee agrees to pay as additional amount all reasonable attorney's fees and other costs and expenses incurred by Lessor in enforcing any of Lessee's obligations under this Lease Agreement. Any amount due from Lessee to Lessor under this Lease Agreement which is not paid when due shall bear interest at the "Prime Rate" that is in effect on the date such amount is due, accruing from such date until paid. Furthermore, that rate of interest paid by Lessee on any such amount shall be adjusted as the "Prime Rate" is adjusted.

7. ACCEPTANCE OF PREMISES: Unless defined in Exhibit B, Lessee accepts the Premises in its present condition as of the date of possession of the Premises, and Lessor makes no warranties of representations concerning the present condition of the Premises or concerning the fitness of the Premises for the business of the Lessee.

8. USE OF THE PREMISES: Lessee may occupy and use the Premises, or any part thereof, for the purpose of conducting the following business: Bowling, Arcade, Restaurant, and Bar unless written permission is extended by Lessor, which Lessor agrees not to unreasonably withhold or delay. Lessee shall, at its own cost and expense, obtain any and all licenses and permits necessary to conduct Lessee's business in the Premises or on the property wherein located. Lessee shall not create or allow any nuisance to exist in the Premises or on the property wherein located and shall not engage in or permit any use or activity of or upon the Premises or the property wherein located, or any parts thereof, in violation of any applicable laws, statutes, rules or regulations of any Federal, State or Local government authority. Lessee shall not make or permit any use of the Premises, or the property wherein located, which will invalidate or increase the premium for any insurance which Lessor may now have or hereafter obtain in regard to the Premises, or the property wherein located unless the Lessee shall pay such increased premium.

9. REPAIRS AND ALTERATIONS: Lessee shall at all times keep the Premises in a clean, orderly, and sanitary condition, and shall not cause or permit any unusual or objectionable noises or odors to emanate therefrom and shall remove any rubbish which is unsightly or which might create a fire or other hazard or any unpleasant appearance. Lessee agrees to pay for any and all cost of repairs to the Premises or to the property wherein located when such repairs are made

INITIALS
Lessor:
Lessee:

necessary by any negligence, carelessness or wantonness of Lessee, its employees, agents or invitees. No repairs shall be made or contracted for without the written consent of Lessor.

Lessor shall make all necessary repairs to the Premises and to the property wherein located without cost to the Lessee and when such repairs are not the obligation of Lessee by reason of the above within fifteen (15) days of the Lessor receiving notice of the need for such repairs; however, Lessor shall not be liable for breakdowns or temporary interruptions of service when reasonable efforts to restore same have been made by Lessor.

Lessee shall not make any alterations, additions, or improvements to the Premises without the written consent of the Lessor and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the Lessee, and shall become the property of the Lessor, and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease Agreement, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the Lessor, as aforesaid, Lessee agrees to comply with all laws, ordinances, and rules and regulations of the pertinent public authorities. The Lessee further agrees to indemnify and hold harmless the Lessor from any liability, damage, loss, or expense arising out of said work.

10. **MECHANICS AND OTHER LIENS:** Notice is hereby given that Lessee is not the agent of Lessor for the purpose of causing any construction, improvements, additions or alterations or repairs to the Premises or the property wherein located, and that all contractors, material suppliers, mechanics, and laborers must look only to Lessee for the payment of any charges for work done or material furnished in connection with the premises when ordered, requested or contracted for by Lessee. Lessee shall have no right, authority, or power to bind Lessor, or any interest of Lessor, for the payment of any claim for labor or material, or for any other charge or other expense incurred by virtue of Lessee's possession or use of the Premises. Lessee shall post such written notices on the Premises as Lessor may reasonably request in order to aid in the effectiveness of this clause during any period in which such work is being performed.

Lessee will keep the Premises and every right, title and interest therein, or in or to any part thereof, at all times during the term of this Lease Agreement, free and clear of mechanic's liens and other liens for labor, services, supplies, equipment or materials, and Lessee will at all times fully pay and discharge, and indemnify and hold harmless Lessor, its heirs, executors, administrators, successors, and assigns, and every part of the right, title and interest of Lessor in and to every part of said Premises against any and all claims which may or could ripen into such liens, and against all attorneys' fees and costs and expenses, damages or outlays which may or might be incurred by Lessor or Lessee by reason of any such liens or claims or the assertion or filing of same.

INITIALS
Lessor:
Lessee:

11. **LESSOR'S ENTRY:** Lessor, alone or with others, shall have the right to enter the Premises for the inspection of or repair of the same or to take any action deemed necessary by Lessor for the preservation or safety of the Premises or the property wherein the Premises are located, or to show the Premises to prospective Lessees in the event the Premises are available for lease as elsewhere herein provided. Such right of entry shall not be unreasonably exercised by Lessor nor unreasonably denied by Lessee. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss occasioned by Lessor's entry. Lessor shall at all times have and retain a key with which to unlock all doors in, upon, and about the Premises, excluding Lessee's vaults and safes, if any, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises and any entry into the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Lessee from the Premises or any portion thereof. Lessee shall not re-key any locks in the Premises without first obtaining written consent from the Lessor and providing Lessor with a new key to said lock.

12. **UTILITIES:** Lessee shall pay all charges due for water, sewer, electrical, gas, and refuse for the use of Lessee at and in the building in which the Premises are located. Lessee, however, shall use water in the building with the same prudence as though Lessee were the owner of the building and payor of all water used and further, Lessee will permit no waste of water in or around the Premises. Lessee shall pay all charges for telephone, internet, or other communication services used, rendered, or supplied upon or in connection with the Premises, and shall indemnify and hold harmless Lessor against any liability or damages on such account.

13. **PARKING:** Lessor reserves the right to alter, rearrange and otherwise treat with the common areas, parking areas, driveways and entrances and exits thereof so long as Lessor conforms with the requirements of appropriate governmental bodies. Lessor reserves the right to require Lessee and their officers, agents, employees, customers, and suppliers to restrict their parking to an area or areas designated by Lessor.

14. **SIGNS:** Lessor shall retain absolute control over the exterior appearance of the property and the exterior appearance of the Premises. Lessee will not install, or permit to be installed, any window coverings, signs, lettering, advertising, or any items that will in any way alter the exterior appearance of the property or the exterior appearance of the Premises without the prior written consent of Lessor. If consent is granted, installation, maintenance and removal of such signs shall be at Lessee's sole expense and cost, with the area from which the signs have been removed to be restored at Lessee's expense to blend in with the surrounding facade as though no sign had been erected or attached thereto, unless otherwise agreed to in writing between Lessor and Lessee.

INITIALS
Lessor:
Lessee:

15. **JANITORIAL SERVICES:** Notwithstanding any other provisions herein, Lessee shall remain responsible for all charges for janitorial services for the Premises and shall indemnify and hold harmless Lessor against any liability or damages on such account. Lessees will use common courtesy in the use of these areas to prevent unsightly or unsanitary conditions as a result of Lessee's negligence or the negligence of Lessee's invitees, employees or agents.

16. **INSURANCE:** During the Term of this Lease Agreement, Lessor shall keep the Premises insured at the Lessor's expense. Lessee agrees to provide, pay for, and maintain at Lessee's own expense broad form liability insurance of not less than one million dollars and no cents (\$1,000,000.00) with respect to bodily injury or damage to Lessor and Lessee against liability that may or might arise from any person, or damage to property, with Lessor listed as an additional insured. Lessee further agrees to furnish Lessor with certificates of insurance or other evidence that such insurance is in effect prior to taking possession of the Premises.

Lessee shall not violate or permit to be violated any of the conditions or provisions of any of such policies, and Lessee shall so perform and satisfy the requirements of the companies writing such policies in such manner so that companies of good standing and acceptable to Lessor shall be willing to write and continue such insurance.

Lessee shall cooperate with Lessor in connection with the collection of any insurance proceeds that may be due in the event of loss and shall execute and deliver to Lessor such evidence of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance proceeds, and, in the event that Lessee shall fail or neglect so to cooperate or to execute, acknowledge and deliver any such instrument, Lessor, in addition to any other remedies, may, as the agent or attorney-in-fact of Lessee, execute and deliver any evidence of loss or any other instruments as Lessor may deem desirable for the collection of such insurance proceeds, and Lessee hereby irrevocably nominate, constitute and appoint Lessor as Lessee's proper and legal attorney-in-fact for such purpose.

17. **NOTICES:** All notices which shall be required or permitted by law or by any provisions of this Lease Agreement shall be in writing and shall be sent by certified mail, postage prepaid, addressed to the Parties at the addresses set forth in this Lease Agreement, and in addition, to Lessee at the Premises, or to such other place as Lessor or Lessee may by written notice from time to time designate. The date of service or of notice shall be the date on which notice is received.

18. **HOLDING OVER:** Except as provided under "RENEWAL", any holding over after the early termination or the expiration of the original Term of this Lease Agreement or any renewal of this Lease Agreement shall be construed as a tenancy from month-to-month upon the same

INITIALS
Lessor:
Lessee:

terms and conditions insofar as the same may be applicable, except the monthly rental rate to be paid by Lessee shall be equal to 150% of the then applicable Base Rent plus applicable Rent Tax being paid at the time of expiration of this Lease Agreement. Nothing herein contained shall be construed as Lessor's permission to hold over.

19. **LESSOR'S RIGHT TO LEASE PREMISES:** If Lessee chooses not to renew within ninety (90) days of termination, or if Lessee is holding over, Lessor retains the right to lease the Premises to another party. Lessor's rights include, but are not limited to, the right to advertise the impending availability of the Premises by such means as is commonly employed in the locality, and to show the premises to prospective lessee(s) or their agents at reasonable times and without interference to Lessee's business and whether or not Lessee is present.

20. **SURRENDER OF PREMISES:** At the expiration of the Term, Lessee shall surrender the Premises in a condition consistent with the condition of the Premises at the beginning of the Term, reasonable use and wear and tear excepted.

21. **DAMAGE TO PROPERTY AND PERSONS:** All property, real and personal, of any type which may be in the Premises and persons who may be in the Premises, during the Term of this Lease Agreement or any renewal thereof shall be the sole responsibility and risk of Lessee, and Lessor shall not be liable to Lessee or any other person, including but not limited to the agents, guests, customers or employees of Lessee, for any damage whatsoever caused to their person or property or any other property, whether such damage is caused by accidents, water, rain, snow, ice sleet, fire, storms, actions of God, the condition of the Premises, breakage, stoppage or leakage of water, gas, electricity, heating, sewer lines or plumbing, on or about, or adjacent to the Premises, or any other event, and without regard to whether the event causing such damage occurs on or in connection with the Premises, in buildings or motor vehicles on the roadways, parking areas, grounds or sidewalks on or adjacent to the property where the Premises are located.

22. **INDEMNITY:** Lessee, during the continuance of this Lease Agreement, covenant and agree to indemnify and hold harmless Lessor from each and every loss, cost, damage and expense arising out of any accident or other occurrence, causing injury to or death of persons or damage to property by reason of construction or maintenance on the property wherein the Premises are located or any additions thereto due to the use or neglect thereof by Lessee or any agent, guest, customer or employee of Lessee. Lessee further agrees, during the continuance of this Lease Agreement, to indemnify and hold harmless Lessor and Lessor's interests in the Premises from all damages and penalties arising out of any failure of Lessee to comply with any of Lessee's obligations hereunder unless such injury or damage is caused by the negligence of the Lessor, its agents, employees, invitees or contractors.

23. **WAIVER:** Any waiver of Lessor of any default, breach or failure by Lessee shall not constitute a waiver of any other default or breach by Lessee hereunder. The subsequent acceptance of rent or any other payment or charge hereunder by Lessor shall not be deemed to be a waiver of any preceding default or breach by Lessee of this Lease Agreement, other than failure of Lessee to pay the particular rent or other payment or charge so accepted. No covenant, term or condition of this Lease Agreement shall be deemed to have been waived by Lessor unless such waiver be in writing by Lessor.

24. **SUBORDINATION:** The rights of Lessee under this Lease Agreement are and shall be at Lessor's option, either subordinate or superior to any Mortgage or Deed of Trust constituting a lien on the property wherein the Premises are located. Lessee agrees to attorn to any mortgagee of a mortgage or beneficiary of a Deed of Trust encumbering the property wherein the Premises are located and to any party acquiring title to said property by judicial foreclosure, Trustee's Sale or Deed in lieu of foreclosure as the successor to Lessor and to execute any attornment agreement reasonably requested by a mortgagee, beneficiary or other party so acquiring title to said property. Notwithstanding any such subordination, Lessee's right to occupy the premises pursuant to this Lease Agreement shall remain in effect for the full term of this Lease Agreement so long as Lessee is not in default herein.

25. **ESTOPPEL CERTIFICATE:** Lessee, at any time and from time to time upon not less than ten (10) days prior written notice from Lessor, agrees to execute and deliver to Lessor a statement: (1) certifying that this Lease Agreement is unmodified, is in full force and effect and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor herein, or specifying such defaults if they are claimed evidencing the status of this Lease Agreement. Lessee failure to deliver an estoppel certificate within such time shall be conclusive upon Lessee that (1) this Lease Agreement is in full force and effect without modification except as may be represented by Lessor, (2) to Lessee knowledge there are no uncured defaults represented by Lessor performance, and (3) no rent has been paid in advance except as set forth in this Lease Agreement.

26. **SEVERABILITY:** If any term or provision of this Lease Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Lease Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties to this Lease Agreement shall negotiate in good faith to modify this Lease Agreement so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

INITIALS
Lessor:
Lessee:

27. INSOLVENCY, BANKRUPTCY, ASSIGNMENT: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee; or (b) an assignment by Lessee for the benefit of creditors; or (c) any action taken or suffered by Lessee under any insolvency, bankruptcy or reorganization act, shall constitute a default and breach of this Lease Agreement by Lessee. Upon the happening of any such event, Lessor shall have all the rights herein provided in the event of any such default or breach, including without limitation the right, at Lessor's option, to terminate this Lease Agreement and enter the Premises and remove all persons and property therefrom. In no event shall this Lease Agreement be assigned or assignable by Lessee by operation of law without the written consent of the Lessor, or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Lease Agreement or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, or reorganization proceedings. Any purported assignment or delegation in violation of this Paragraph is null and void.

28. SALE OF PROPERTY BY LESSOR: In the event of a sale or conveyance by Lessor of the property wherein the Premises are located, the same shall operate to release Lessor from any further liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee and in such event, Lessee agrees to look solely to the responsibility of the successor in interest of Lessor in and to this Lease Agreement. This Lease Agreement shall not be affected by any such sale, the Lessee agrees to attorn to the purchaser or assignee upon Lessor's request. Lessee shall deliver to such purchaser an offset statement and an estoppel certificate in such form as Lessor may request, and, in the event, Lessee fails to deliver said statement and certificate within ten (10) days after demand by Lessor, Lessee hereby constitutes and appoints Lessor as Lessee's attorney-in-fact to execute said statement and certificate.

29. ATTORNEYS' FEES AND/OR COST OF LITIGATION: If, by reason of any default on the part of either Lessee or Lessor in the performance of any of the provisions of this Lease Agreement, it becomes necessary for either Party to employ an attorney, the prevailing Party shall be awarded reasonable costs, expenses and attorneys' fees expended or incurred by both Parties in connection therewith.

30. BENEFIT: The covenants, terms and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

31. EMINENT DOMAIN: In the event any portion of the Premises is taken from Lessee under eminent domain proceedings, Lessee shall have no right, title or interest in any award made for such taking.

32. **LIMITATION OF LESSOR'S LIABILITY:** Lessee covenants and agrees that any claims that Lessee may have now or hereafter against Lessor shall be asserted solely against and satisfied only out of Lessor's right, title, and interest in the property wherein the Premises are located and not from any other thing or asset of Lessor.

33. **RECORDATION:** Lessee shall not record this Lease Agreement or any short form memorandum thereof, without the prior written consent of Lessor.

34. **GOVERNING LAW/VENUE/JURISDICTION:** This Lease Agreement, including all supplements and exhibits attached hereto and thereto and all matters arising out of or relating to this Lease Agreement, are governed by, and construed in accordance with, the laws of the State of Arizona, without regard to the conflict of laws provisions. All actions brought pursuant to this Lease Agreement shall be brought in Maricopa County Superior Court, Arizona and each of the Parties to this Lease Agreement accepts for itself the exclusive jurisdiction and venue of the aforesaid courts as trial courts for all matters related hereto.

35. **INTERPRETATION:** Except where explicitly otherwise indicated, this Lease Agreement will be interpreted as follows: (i) the singular includes the plural, masculine include feminine, and vice versa in both cases; (ii) "herein," "hereby" and "hereunder," refer to this Lease Agreement as a whole; (iii) "including," and similar words mean "including, without limitation"; (iv) days mean calendar days unless otherwise noted as business days (v) in any period of days the first day of the period is included and the period ends at 11:59:59 pm (23.59.59) US Mountain Standard Time on the last day (e.g., a 10 day period beginning January 1 will end at 11:59:59 pm on January 10); (v) the word "or" is used in the inclusive sense of "and/or" unless associated with a term that indicates the alternative sense is required, such as "either" or "but not"; (vi) "any" means "any or all"; (vii) headings, captions, and the like are for reference only and will not affect the meaning of any term or be used to determine the intent or context, (viii) a reference to any person or entity includes such person's or entity's successors and permitted assigns; (ix) any obligation will require the Party concerned to exercise all rights and powers of control over the affairs of any other person it can control to secure performance of such obligation; (x) the term "and" when used in a list of elements, such as "A, B, and C", is to be interpreted inclusively (e.g., "any or all of A, B, and C") rather than requiring all elements in the list to be present.

36. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the entire agreement between Lessor and Lessee. No subsequent alterations, amendment, change or addition to this Lease Agreement shall be binding upon the Lessor or Lessee unless set forth in writing and duly executed by Lessor and Lessee. Agreements to amend or modify terms of this Lease Agreement can only be made in a document in electronic or paper form that is executed by handwritten signature of persons authorized to bind the Parties. This Lease Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one

and the same agreement. A signed copy of this Lease Agreement delivered by facsimile is deemed to have the same legal effect as delivery of an original signed copy of this Lease Agreement.

37. **TIME AND REMEDIES:** Time is of the essence in this Lease Agreement and of every covenant, term, and condition contained in this Lease Agreement. All rights and remedies provided in this Lease Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

Each Party to this Lease Agreement acknowledges that a breach or threatened breach by such Party of any of its obligations under this Lease Agreement would give rise to irreparable harm to the other Party for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such Party of any such obligations, the other Party to this Lease Agreement will, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to seek equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

38. **DISCLAIMER:** The obligations under this Lease Agreement are the obligations of the Lessee(s) personally and not that of any company with which Lessee(s) may be affiliated. Lessor agrees that this Lease Agreement is solely between itself and the Lessee(s) personally and Lessor hereby waives any claims, rights of action, or liabilities whatsoever against any companies with which Lessee(s) may be affiliated which may arise out of this Lease Agreement.

39. **LEASE AGREEMENT REVIEW OBLIGATIONS OF LESSOR AND LESSEE:** Lessor and Lessee acknowledge and agree that each has the responsibility to personally review and approve the contents of this Lease Agreement and to have this Lease Agreement reviewed, approved and modified as needed by its attorneys before the Lease Agreement is executed. The Parties have had opportunity to participate in the negotiation and drafting of this Lease Agreement such that it will be construed as if drafted jointly.


I, Erika Lopez, Manager of The 300 Club of Green Lake, LLC., ("Lessee"), hereby certify that I am duly authorized to sign the foregoing Lease Agreement on behalf of the company.

[Signature Page Follows]

INITIALS
Lessor: DL
Lessee: EL

IN WITNESS WHEREOF, this Lease Agreement is executed by Lessee and Lessor on the date hereinafter specified.

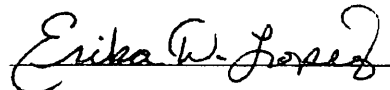
LESSOR:

By: 

JRK Business Property Holdings, LLC, an Arizona limited liability company. Signed By: Justin R. Krueger, General Partner of Krueger Holdings, L.L.P., the Sole Member of JRK Business Property Holdings, LLC

Date: 5-1-21

LESSEE:

By: 

Its: Owner


Date: 05/01/2021


By: _____

Its: _____

Date: _____

INITIALS

Lessor: 

Lessee: 

FIRST AMENDMENT TO COMMERCIAL REAL ESTATE LEASE AGREEMENT

This First Amendment to Commercial Real Estate Lease Agreement ("First Amendment") by and between Villa Rita Holdings, LLC ("Lessor"), an Arizona limited liability company qualified as a Wisconsin foreign limited liability company with an address of 15721 North Greenway Hayden Loop, Suite 105, Scottsdale, Arizona 82560, and The 300 Club of Green Lake, LLC ("Lessee"), a Wisconsin limited liability company.

Recitals

WHEREAS, Lessor and Lessee entered into a Commercial Real Estate Lease Agreement effective as of May 1, 2021 for the Premises located at W1802 County Road A, Green Lake, Wisconsin 54941 ("Lease Agreement");

WHEREAS, Lessee intends to serve alcoholic beverages at the Premises;

WHEREAS, Paragraph 36 of the Lease Agreement allows for the Lessor and Lessee to amend the Lease Agreement; and

WHEREAS, Lessor and Lessee desire to amend the Lease Agreement as a result of Lessee's desire to serve alcohol beverages at the Premises and hereby do so pursuant to Paragraph 36 of the Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

40. **LIQUOR LIABILITY INSURANCE**. If Lessee distributes, sells, serves or furnishes alcohol beverages on the Premises, then Lessee shall maintain and keep in full force and effect throughout the Term of the Lease Agreement, Liquor Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Lessor shall be named as an additional insured. Lessee shall further obtain all necessary licenses and permits as legally required prior to the sale of any alcohol beverages at the Premises.

Except as expressly amended hereby, all of the terms, conditions, and provisions of the Lease Agreement shall remain in full force and effect. Additionally, unless otherwise defined herein, all terms used in this First Amendment shall have the same definition and meaning as in the Lease Agreement.

IN WITNESS WHEREOF, this First Amendment is executed by Lessee and Lessor on the date hereinafter specified.

LESSOR:

Villa Rita Holdings, LLC

By: 

Justin R. Krueger, General Partner of Krueger Holdings, L.L.P., an Arizona limited liability partnership, the sole member of Villa Rita Holdings, LLC

Date: 5-2-21

LESSEE:

The 300 Club of Green Lake, LLC

By: 

Erika D. Lopez, sole member

Date: 05/02/2021

SECOND AMENDMENT TO COMMERCIAL REAL ESTATE LEASE AGREEMENT

This Second Amendment to Commercial Real Estate Lease Agreement ("Second Amendment") is entered into by and between Spare Time GL LLC ("Lessor"), a Wisconsin limited liability company, and The 300 Club of Green Lake, LLC ("Lessee"), a Wisconsin limited liability company.

Recitals

WHEREAS, Villa Rita Holdings, LLC ("Villa Rita") and Lessee entered into a Commercial Real Estate Lease Agreement effective as of May 1, 2021 for the Premises located at W1802 County Road A, Green Lake, Wisconsin 54941 ("Lease Agreement");

WHEREAS, Villa Rita and Lessee entered into the First Amendment to Commercial Real Estate Lease Agreement ("First Amendment") amending the Lease Agreement on May 2, 2021;

WHEREAS, Villa Rita deeded the Premises (which included all real estate, furniture, fixtures and equipment located on the premises) to Lessor on December 30, 2021;

WHEREAS, Villa Rita assigned the Lease Agreement and all rights appurtenant thereto and the First Amendment and all rights appurtenant thereto to Lessor effective December 30, 2021;

WHEREAS, Paragraph 36 of the Lease Agreement allows for the Lessor and Lessee to amend the Lease Agreement; and

WHEREAS, Lessor and Lessee desire to further amend the Lease Agreement as a result of the Lessee's desire to reduce the Rent and hereby do so pursuant to Paragraph 36 of the Lease Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

Paragraph 3 is hereby deleted in its entirety and replaced as follows:

3. **BASE RENT:** Lessee shall pay to Lessor rent for the Premises, monthly payments, in advance of the first day of each month ("Due Date") as follows:

01/01/22 – 04/30/22	\$0.00/month*
05/01/22 – 04/30/23	\$1,000.00/month*
05/01/23 – 04/30/24	\$1,500.00/month*

Second Amendment

INITIALS
Lessor:
Lessee:

05/01/24 – 04/30/25 \$2,500.00/month*

***Plus, applicable rental tax**

payable in lawful money of the United States. Lessee hereby acknowledges that the late payment by Lessee to Lessor of Base Rent or any additional sums due herein will cause Lessor to incur costs not contemplated in the Lease Agreement, the exact amount of which will be extremely difficult and impractical to ascertain. Such costs shall not be limited to the late payment penalty. All Rent shall be paid to Spare Time GL LLC and deposited into Spare Time GL LLC's bank account at Fortifi Bank of Green Lake or sent to:

Spare Time GL LLC
C/o Justin Krueger
15721 North Greenway Hayden LP, STE 105,
Scottsdale, Arizona 85260

Accordingly, if any installment of Base Rent or any additional sums due from Lessee, including but not limited to Rent Tax, are not received by lessor within Three (3) days of the Due Date, Lessee shall incur a late charge of one percent (1%) per day on the outstanding balance due or a charge of twenty dollars and no cents (\$20.00) per day, whichever is greater, until the Lease Agreement obligations are paid in full. This late charge is to be assessed on a retroactive basis from the Due Date of said sum. The Lessee and Lessor hereby agree that such late charges represent a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Neither assessment nor acceptance of such late charge by Lessor shall constitute a waiver of Lessee's default with respect to such overdue amounts, nor prevent Lessor from exercising any of the other rights and remedies granted under the Lease Agreement. Nothing contained in this paragraph shall be deemed to condone, authorize, sanction or grant to Lessee an option for the late payment of Base Rent and Rent Tax, and Lessee shall be deemed in default in the payment of its Base Rent and Rent Tax should the same not be paid by the Due Date.

It is further agreed that any return "NSF" check with insufficient funds will be charged an additional fifty dollars and no cents (\$50.00) for processing.

Except as expressly amended hereby, all of the terms, conditions, and provisions of the Lease Agreement and First Amendment shall remain in full force and effect. Additionally, unless otherwise defined herein, all terms used in this Second Amendment shall have the same definition and meaning as in the Lease Agreement.

Signature Page to Immediately Follow

Second Amendment

INITIALS
Lessor: JK
Lessee: SL

IN WITNESS WHEREOF, this Second Amendment is executed by Lessee and Lessor on the date hereinafter specified.

LESSOR:

Spare Time GL, LLC

By: _____

Justin R. Krueger, Manager

LESSEE:

The 300 Club of Green Lake, LLC

By: _____

Erika D. Lopez, sole member

Second Amendment

INITIALS

Lessor: JK

Lessee: EL

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

414735
RECORDED ON:
01/04/2022 09:47:10 AM
REC FEE: 30.00
RENEE A. THIEM-KORTH
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #: 155
PAGES: 1

Document Number _____ Document Name _____

THIS DEED, made between Villa Rita Holdings LLC, ("Grantor," whether one or more), and Justin R. Krueger, ("Grantee", whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Green Lake County, State of Wisconsin ("Property") (if more space is needed, please attached addendum):

Lot One (1) of Certified Survey Map No. 2713 dated June 19, 2000 and recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on August 29, 2000 at 3:20 P.M. in Volume 13 of Certified Survey Maps on Page 2713, being Lot 1 of C.S.M. No. 612 and Lot 1 of C.S.M. No. 612A and other lands, all located in the SW¼ of the SE¼ and in the SE¼ of the SE¼ of Section 17, T16N, R13E, Town of Brooklyn, Green Lake County, Wisconsin. Together with an easement for ingress and egress to and from the above described lands to County Trunk A over adjoining lands. Such easement to follow a roadway as presently existing.

Excepting lands conveyed to State of Wisconsin, Department of Transportation in Warranty Deed dated August 1, 2013 and recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on August 2, 2013 at 8:15 A.M. as Document No. 380843.

*Grantee is the Sole Member of Grantor.

Dated December 30, 2021

(SEAL) _____ (SEAL)
* _____ * Justin R. Krueger, Sole Member

(SEAL) _____ (SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Nathan P. Olson, Olson Legal Group LLC
146 Algoma Blvd., Suite A, Oshkosh, WI 54901

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WINNEBAGO COUNTY)

Personally came before me on December 30, 2021,
the above-named Justin R. Krueger

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Nathan P. Olson
* Attorney Nathan P. Olson, WSB#: 1059348
Notary Public, State of Wisconsin
My Commission (is permanent) (expires _____)

Recording Area
Name and Return Address
Olson Legal Group LLC
146 Algoma Blvd - Suite A
Oshkosh, WI 54901

Tax Parcel Number: 004-00410-0301

This _____ is not homestead property.

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

414736
RECORDED ON:
01/04/2022 09:47:12 AM

REC FEE: 30.00

RENEE A. THIEM-KORTH
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #: 1SS
PAGES: 1

Document Number

Document Name

THIS DEED, made between Justin R. Krueger, ("Grantor," whether one or more), and Spare Time GL LLC, ("Grantee", whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Green Lake County, State of Wisconsin ("Property") (if more space is needed, please attached addendum):

Lot One (1) of Certified Survey Map No. 2713 dated June 19, 2000 and recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on August 29, 2000 at 3:20 P.M. in Volume 13 of Certified Survey Maps on Page 2713, being Lot 1 of C.S.M. No. 612 and Lot 1 of C.S.M. No. 612A and other lands, all located in the SW¼ of the SE¼ and in the SE¼ of the SE¼ of Section 17, T16N, R13E, Town of Brooklyn, Green Lake County, Wisconsin. Together with an easement for ingress and egress to and from the above described lands to County Trunk A over adjoining lands. Such easement to follow a roadway as presently existing.

Recording Area

Name and Return Address

Olson Legal Group LLC
146 Algoma Blvd - Suite A
Oshkosh, WI 54901

Tax Parcel Number: 004-00410-0301

This is not homestead property.

Excepting lands conveyed to State of Wisconsin, Department of Transportation in Warranty Deed dated August 1, 2013 and recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on August 2, 2013 at 8:15 A.M. as Document No. 380843.

*Grantor is the Sole Member of Grantee.

Dated December 31, 2021

_____(SEAL) _____(SEAL)
* _____ * Justin R. Krueger

_____(SEAL) _____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____

STATE OF WISCONSIN)
WINNEBAGO COUNTY) ss.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on December 31, 2021,
the above-named Justin R. Krueger
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

Attorney Nathan P. Olson, Olson Legal Group LLC
146 Algoma Blvd., Suite A, Oshkosh, WI 54901

* Attorney Nathan P. Olson, WSB#: 1059348
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

SPARE TIME GL LLC

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SPARE TIME GL LLC OPERATING AGREEMENT

Article One Operating Agreement

Italicized terms are defined in Article Three.

Section 1.01 Operating Agreement

This Operating Agreement ("*Agreement*") is entered into by and among:

1. Villa Rita Holdings, LLC, an Arizona limited liability company ("*Member*"), in the capacity of owner of the *LLC* with a mailing address of 9801 East Mission Lane, Scottsdale, Arizona 85258; and

2. Justin R. Krueger ("*Manager*"), in the capacity of manager of the *LLC* with a mailing address of 9801 East Mission Lane, Scottsdale, Arizona 85258.

Section 1.02 History

1. The Articles of Organization for the *LLC* have been filed pursuant to the *Act*.
2. On the date of filing of the Articles of Organization, the *LLC* was organized as a limited liability company under the *Act*.
3. This *Agreement* is a contract among the parties hereto concerning the affairs of the *LLC* and the conduct of its business and purpose and is intended to replace and supersede the Member Agreement dated December 3, 2020.

Article Two Formation and Purpose

Section 2.01 Formation

The parties to this *Agreement* organized a limited liability company under the laws of Wisconsin and agree to the terms and conditions set forth in this *Agreement*. This *LLC* shall exist under and be governed by the provisions of the *Act*, except as otherwise provided or modified by this *Agreement* as the law allows.

Section 2.02 Name

The name of the *LLC* shall be Spare Time GL LLC.

Section 2.03 Designated Office

The *LLC* shall maintain a designated office in Wisconsin. The designated office is 146 Algoma Boulevard, Suite A, Oshkosh, WI 54901, or such other location as the Manager shall determine in its sole discretion.

Section 2.04 Registered Agent and Address

The registered agent for service of process for the *LLC* shall be Olson Legal Group LLC and the address of the registered agent is 146 Algoma Boulevard, Suite A, Oshkosh, WI 54901 or such other *Person* or location as the Manager shall determine in its sole discretion.

Section 2.05 "Perpetual" LLC

The *LLC* shall be a "Perpetual" LLC. The *LLC's* existence and business shall commence on the date of the filing of the Articles of Organization unless a different effective date is specified therein. The existence of the *LLC* shall be indefinite until the Member decides to terminate, dissociates from the *LLC*, or as otherwise stated in this *Agreement*.

Section 2.06 LLC Is Manager Managed - Initial Manager

For purposes of operation (whether recorded in the Articles of Organization or not), the *LLC* shall be manager managed. The *LLC* has a manager ("Manager"). The initial Manager shall be Justin R. Krueger.

Section 2.07 Tax Election – Disregarded Entity

The *LLC* shall be taxed as a **Disregarded Entity** for all state and federal tax purposes. However, the *LLC* shall be treated as a disregarded entity for tax purposes only, and shall not be treated as a disregarded entity for contract and tort liability purposes, or any other non-tax purpose.

Section 2.08 LLC Business and Purpose

LLC business and purpose shall be to own and operate a bowling alley located at W1802 HWY A, Green Lake, WI 54941 and all services ancillary to such business or purpose, including but not limited to, managing, improving, operating, leasing, mortgaging, refinancing, pledging, buying, selling, or otherwise dealing with *LLC Property* (as defined in Section 3.05); hiring, supervising, and managing *LLC* employees or independent contractors; and engaging in such other activities as the Member or Manager deem necessary or appropriate to the business or purpose.

(a) Other Lawful Purpose

The *LLC* may also have any other lawful purpose or transact any other lawful business for which a limited liability company may be formed under the *Act*.

Section 2.09 Conflict between the Agreement and the Act

Both current and future mandatory provisions of the *Act* shall control over any contradictory provision in this *Agreement*. However, if and to the extent the provisions in this *Agreement* conflict with non-mandatory provisions of the *Act* (both present and future versions of the *Act*), the provisions of this *Agreement* shall control.

Article Three Definitions

Terms defined in this Article are *italicized* throughout the *Agreement* except for “Member” as it appears so often. Whenever used in this *Agreement*, ATTACHMENT, or any amendment or modification of either, the following terms shall have the following meanings:

Section 3.01 “Act”

Act shall mean the Wisconsin Limited Liability Company Law, Chapter 183 of the Wisconsin Statutes, and any corresponding provisions of future laws.

Section 3.02 “Agreement”

Agreement shall mean this limited liability company Operating Agreement, its ATTACHMENTS, and any amendments or modification of either made thereto from time to time.

Section 3.03 “Financial Rights”

Financial Rights shall mean the right of a Member, or any other *Person*, to share in the *LLC* profits and losses and the right to *LLC* distributions.

Section 3.04 “LLC”

LLC shall mean Spare Time GL LLC.

Section 3.05 “LLC Property”

LLC Property shall mean any and all real, personal, tangible, intangible, or intellectual property; either contributed by the Member as capital, transferred to, or otherwise acquired or owned by the *LLC*.

Section 3.06 “Member”

Member shall mean Villa Rita Holdings, LLC, an Arizona limited liability company, and any future *Person* accepted in the *LLC* as a Member pursuant to the terms and conditions of this *Agreement*. “Member” is not italicized because it appears so often.

Section 3.07 “Membership Share”

Membership Share shall mean all of the rights of a Member under this *Agreement* and under the *Act*, including *Financial Rights* and *Voting Rights* as defined herein.

Section 3.08 “Person”

Person shall mean an individual, general partnership, limited liability company, limited liability partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, personal

representative, legal representative, administrator, nominee, conservator, guardian, or any other entity or individual, and any individual or entity acting in a representative capacity.

Section 3.09 “Voting Rights”

Voting Rights shall mean the right of a Member to vote on, control, or decide any *LLC* matter as provided in this *Agreement* or under the *Act*. *Voting Rights* include all rights that make up *Membership Share* except for *Financial Rights*. Any reference to a Member’s *Voting Rights* shall mean the percentage of *Voting Rights* in the *LLC* held by the Member.

Article Four
Membership, Transfers, Liens, Mortgages

Section 4.01 Sole Member

Villa Rita Holdings, LLC, an Arizona limited liability company, is the sole Member of Spare Time GL LLC with 100% of the *Membership Share*, which by definition includes all *Financial Rights* and *Voting Rights*.

Section 4.02 Admission of New Members

Additional Members may be admitted to the *LLC* only with consent of 100% of the *Voting Rights*:

(a) Death or Termination

Upon the death or termination of the Member, the Member’s successor shall be admitted in accordance with Section 4.07 (“Transfer of *LLC Membership Share* upon Death or Termination of Member”);

(b) Multi-Member LLC - Warning

If the *LLC* becomes a multi-membered LLC then this *Agreement* should be redrafted accordingly to reflect the understanding and agreement among Members.

Section 4.03 Member’s Power to Transfer *Membership Share*

The Member has sole discretion to transfer by sale, gift, or otherwise *Membership Share* in whole or in part at any time to any *Person*. Terms and conditions of the transfer are at the discretion of the Member.

Section 4.04 Member Power to Lien and Mortgage

The Member has sole discretion to lien, mortgage, or pledge *LLC Membership Share* in whole or in part to any *Person* as collateral for any debt of the *LLC* or the Member. Terms and conditions of the lien, mortgage, or pledge are at the discretion of the Member.

Section 4.05 Transfer of LLC Membership Share – When Transferee is admitted as Member

If admitted as a Member per the requirements below, a transferee of all or any part of *LLC Membership Share* shall be entitled to all rights and powers and subject to all restrictions and liabilities of a Member, including any obligation of the transferor to make contributions to the *LLC*. However and except as stated in Section 4.07 (“Transfer of *LLC Membership Share* upon Death or Termination of Member”), a transferee of all or any part of *Membership Share* can only be admitted as a Member if:

(a) Required Consent

Member with 100% of the *Voting Rights* consent to the transferee’s admission; and

(b) Qualifications

The transferee meets all the requirements for a Member contained in this *Agreement*;

(1) Prohibition

No *Person(s)*, including but not limited to, any spouse, receiver, bankruptcy estate, trustee, bankruptcy trustee, creditor, or purchaser at the foreclosure of a charging order, who obtains any portion of *Membership Share* by reason of a security interest, pledge, the filing of an action for foreclosure, foreclosure, charging order, bankruptcy, receivership, divorce, any similar proceeding, or otherwise, may become a Member in the *LLC* without the consent of the Member from whom the *Membership Share* was obtained (who owned it before the transfer) and without such consent, the *Person(s)* will at most become a transferee not admitted as a Member.

Section 4.06 Transferee Not Admitted as Member

If the transferee of all or any part of *LLC Membership Share* is not admitted as a Member, the transferee is entitled to receive only *Financial Rights*. The transferee shall not have *Voting Rights* and shall not be entitled to participate in *LLC* management or to exercise any other rights of a Member. A transferee not admitted as a Member shall not have the right to seek a judicial determination that it is equitable to dissolve and wind up the *LLC*’s business under any provision of the *Act* unless the provision is mandatory. The transferor continues to be a Member entitled to all rights of a Member other than the rights allowed to transfer pursuant to this Section.

(a) Transferee Not Admitted as Member - No Distributions Until

Further, a transferee of all or any part of *LLC Membership Share* not admitted as a Member is not entitled to any *LLC* distributions until the transferee delivers to the *LLC* written notice of the transfer, proof of the transfer deemed sufficient by the *LLC*, the transferee’s federal and state tax identification numbers, current legal address, telephone number, email address, and such other information as the *LLC* may reasonably require.

Section 4.07 Transfer of LLC Membership Share upon Death or Termination of Member

Member's intent for the transfer of *Membership Share* upon Member's death or termination to the extent allowed under Wisconsin law is as follows:

(a) Member is Revocable Living Trust

If a Member's revocable living trust terminates, its grantor(s) shall become the Member(s) (if ever more than one Member then a Member majority is required for decisions). Further, death of a grantor of the Member revocable living trust is not a Member dissociation and does not result in dissolution of the *LLC*. If a grantor dies, the terms of the living trust shall dictate the transfer of the *Membership Share* and the *Person(s)* who shall become the Member(s) and this *Agreement* should be amended as need be;

(b) Member is a Limited Liability Company or Other Entity

If a Member's limited liability company or other entity terminates, the owner(s) of the entity shall become the Member(s) (if ever more than one Member then a Member majority is required for decisions) and failing that, the Manager(s) of this *LLC* shall become the Member(s), all to the extent required under law, if required under law, to keep this *LLC* organized until such time as the terminated Member entity is reinstated;

(c) Member is an Individual

If the Member is an individual and dies, Member's entire *Membership Share* shall be immediately transferred pursuant to Member's instructions in the first of the following documents Member has duly executed that is enforceable under Wisconsin law: a valid *LLC* testamentary document (such as a transfer of membership interest testament); Member's revocable living trust; Member's will; and if none, by applicable intestate statute; and

(d) Proper Recipients

The *Person(s)* who is the proper recipient of the *LLC Membership Share* per this Section shall be automatically admitted as a Member(s) with full Member rights. In the case of minors, trusts, or incompetents the fiduciaries with authority will have the power of a Member for as long as they serve in the fiduciary capacity. In the case of multiple Members, this *Agreement* should be amended as needs be.

Section 4.08 Shift of Member Decision Making Power upon Cognitive Incapacity

In the case of cognitive incapacity of the Member, the Member's decision making power (*Voting Rights*) shall shift in the following order to: i) the Trustee of Member's revocable living trust (the Trustee that would control the living trust if the Member were incapacitated per the living trust's terms); ii) if no revocable living trust then to the Member's attorney-in-fact per a valid financial power of attorney; and iii) to a court appointed conservator for the Member.

(a) Cognitive Incapacity Not Event of Dissociation

Cognitive incapacity of a Member is not an event of Member dissociation and does not result in *LLC* dissolution;

(b) Recovery

Upon Member's recovery, the Member immediately regains all powers of a Member (and Manager if Member was also Manager) and any *Person(s)* with right to exercise Member's decision making power per this Section immediately relinquishes the power back to the Member; and

(c) Determination of Incapacity

Cognitive incapacity is determined as stated in Section 4.09.

Section 4.09 Determination of Member Cognitive Incapacity

Cognitive capacity shall be based on a determination of the Member's ability to conduct *LLC* duties. However, cognitive incapacity may be determined either pursuant to the applicable law of the Member's legal residence or as stated in Section 4.09(a) and (b). A finding of incapacity under either is sufficient.

(a) Member's Revocable Living Trust

If the Member has a mechanism for determining cognitive incapacity in his or her revocable living trust, the mechanism from the living trust should be used to determine cognitive incapacity for this *LLC*.

(b) Member's Financial Power of Attorney

If the Member does not have a revocable living trust with a mechanism for determining cognitive incapacity but does have a mechanism for determining cognitive incapacity in his or her financial power of attorney, the mechanism in the power of attorney should be used to determine cognitive incapacity for this *LLC*.

Section 4.10 Member Compensation

The Member, in the Member's sole discretion, may be compensated by the *LLC* for services to the *LLC*.

Section 4.11 Indemnification of Member

The *LLC* shall advance litigation expenses to the Member for any claim against the Member in the Member's capacity as a Member or Manager. Further, and to the extent of the *LLC's* assets, the *LLC* shall indemnify the Member against all liability, loss, expenses, and costs (including, attorneys' fees) suffered, paid, or incurred by the Member by reason of or arising out of the fact the Member is or was a Member of the *LLC*, or is or was serving as Manager of the *LLC*. The indemnification provided in this Section will not be exclusive of other rights to which any *Person* may be entitled under any statute, agreement, contract, or otherwise.

Section 4.12 No Member Liability for Claims Against the LLC

The Member shall not be personally obligated or have personal liability for any third party claims against the *LLC* whether in tort, contract, or otherwise simply by virtue of being the *LLC* Member.

Section 4.13 Member Has No Duty to Record Decisions

The Member has no duty to record in writing or otherwise any decision by the Member or a Manager. The Member's failure to make any such record shall not impair the validity of any such decision nor expose the Member to liability.

**Article Five
Dissociation - End of a Member's LLC Ownership**

Section 5.01 Dissociation - End of Member's LLC Ownership

The Member dissociates from the LLC, i.e., the Member ends his/her/its LLC ownership, only upon the Member's consent, the termination of the LLC, or the Member's death or termination.

Section 5.02 Non-Dissociation of Member's LLC Ownership

Other than as stated in Section 5.01, the Member shall not dissociate from the LLC for any reason, including:

(a) Cognitive Incapacity

A medical, private incapacity panel, judicial or any other determination or declaration that the Member is cognitively incapacitated or incompetent;

(b) Bankruptcy, Etc.

The Member's or the LLC's bankruptcy, execution of an assignment for the benefit of creditors or seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator for all or substantially all of the Member's or the LLC's property; and

(c) Assignment of LLC Membership Share

The assignment of Member's entire *Membership Share* unless pursuant to this *Agreement*.

**Article Six
LLC is Manager Managed**

Section 6.01 General Authority

This LLC is manager managed. The Manager has full and complete authority, power, and discretion to manage and control the business, affairs, and assets of the LLC, to make all decisions regarding these matters and to perform all other acts customary or incident to the management of the LLC's business and purpose. Without limiting the foregoing, the Manager shall have the power

and authority on behalf of the *LLC* to do all things necessary or convenient to carry on *LLC* business and affairs, including the powers listed in ATTACHMENT B.

Section 6.02 Manager Compensation

The Manager shall be entitled to reasonable compensation for the performance of duties, unless otherwise determined by the Member.

Section 6.03 Certification of Authority of LLC

The *LLC* may use Certifications of Authority to memorialize acts and for other purposes. An action for which a Spare Time GL LLC Certification of Authority is duly executed by the Member or Manager shall be conclusive in favor of the intended recipient that the *LLC* is properly authorized and is bound by the certified act. Any intended recipient of a duly executed Certification of Authority can rely on its statements as to records, incumbency of Member and Manager, authority of Member and Manager, content and validity of this Operating Agreement, and the proceedings of the *LLC*.

Section 6.04 Decision Making

All *LLC* decisions relating to the business and affairs of the *LLC* shall be made in the sole discretion of the Manager. If there is more than one (1) Manager, then each Manager shall have the authority to manage the *LLC* pursuant to this *Agreement* and the *Act*. Notwithstanding the foregoing, the authority of the Manager with respect to the day-to-day business of the *LLC* shall be subject to the direction of, and to limitations imposed from time to-time by the Member. No Person other than the Manager shall have the authority to act for or bind the *LLC*.

Section 6.05 Signing Contracts, Binding the LLC

The Manager in the Manager's sole discretion has the exclusive right, power, and authority to sign contracts and agreements with third parties on behalf of the *LLC* which are binding on the *LLC*. Any intended recipient of a contract, agreement, deed, or other document duly executed by the Manager in the capacity of *LLC* Manager, can rely upon such contract, agreement, deed, or other duly executed document as binding on the *LLC*.

Section 6.06 Manager Appointment, Removal, Resignation

At the sole discretion of the Member, any Manager may be appointed or removed at any time, with or without cause or liability, and a new Manager may be appointed.

(a) Resignation

A Manager may resign at any time with or without cause and without liability.

Section 6.07 Transfer of Management upon Termination, Death, Cognitive Incapacity

Upon the death, cognitive incapacity, or termination of a Manager, *LLC* management transfers as follows:

(a) Termination of Entity Manager

If a Manager is a limited liability company or other entity and that limited liability company or other entity terminates, until such time as the terminated Manager is reinstated or a determination not to reinstate is made, *LLC* management power transfers in the following order to: i) a new Manager(s) appointed per Section 6.06; ii) the Manager(s) of the terminated entity Manager (splitting Management power as was split, if split, in the terminated entity Manager); or iii) the owner(s) of the terminated entity Manager (splitting Management power per their ownership interest in the terminated entity Manager).

(b) Death of Manager

If a Manager dies, *LLC* management power transfers in the following order to: i) a new Manager(s) appointed per Section 6.06; ii) the Trustee(s) of the Manager's revocable living trust; or iii) the personal representative(s) (executor) of the Manager's probate estate.

(c) Cognitive Incapacity of Manager

If a Manager becomes cognitively incapacitated, *LLC* management power transfers in the following order to: i) a new Manager(s) appointed per Section 6.06; ii) the Trustee(s) of the Manager's revocable living trust (the Trustee(s) that controls the living trust if the Manager were incapacitated per the living trust's terms); iii) the Manager's attorney-in-fact per Manager's financial power of attorney; or iv) a court appointed conservator for an incapacitated Manager.

(1) Determination of Manager's Cognitive Incapacity

Cognitive capacity shall be based on a determination of the Manager's ability to conduct *LLC* duties. However, cognitive incapacity may be determined either pursuant to the applicable law of the Manager's legal residence or as stated below. A finding of incapacity under either is sufficient.

(2) Manager's Revocable Living Trust

If the Manager has a mechanism for determining cognitive incapacity in his or her revocable living trust, the mechanism from the living trust should be used to determine cognitive incapacity for this *LLC*.

(3) Manager's Financial Power of Attorney

If the Manager does not have a revocable living trust with a mechanism for determining cognitive incapacity but does have a mechanism for determining cognitive incapacity in his or her financial power of attorney, the mechanism in the power of attorney should be used to determine cognitive incapacity for this *LLC*.

(d) New Manager Must Agree to Be Bound by this Agreement

Before any new Manager accepts the position, the new Manager shall agree to be bound by this *Agreement* to the same extent as the Manager being replaced.

Section 6.08 No Manager Liability for Third Party Claims Against the LLC

No Manager shall be personally obligated or have personal liability to any third party for claims against the *LLC* whether in tort, contract, or otherwise simply by virtue of being the *LLC* Manager.

Section 6.09 No Manager Duty to Record Decisions

A Manager has no duty to record in writing or otherwise any Member, Manager, or *LLC* decision. A Manager's failure to make any such record shall not impair the validity of any such decision nor expose the Manager to liability.

Section 6.10 Indemnification of Managers

The *LLC* shall advance litigation expenses to a Manager for any claims against the Manager in the Manager's capacity as Manager and to the extent of the *LLC's* assets, the *LLC* shall indemnify a Manager against all liability, loss, expenses, and costs (including, attorneys' fees) suffered, paid, or incurred by the Manager by reason of or arising out of the fact the Manager is or was a Manager of the *LLC*, if the Manager is the Member, a grantor of the Member revocable living trust, an owner of an entity Member (or an owner of a parent entity of a Member entity), or if the Manager is the spouse of the Member, the spouse of a grantor of the Member revocable living trust, the spouse of an owner of an entity Member or an owner of a parent entity of a Member entity. This Section's indemnification is not to be exclusive of any other rights to which any *Person* may be entitled under any statute, agreement, contract, or otherwise.

Section 6.11 Manager Employment Agreement

Manager rights, duties, and liabilities not expressed in this *Agreement* may be determined in an employment agreement between the Manager and *LLC*, and if not in an employment agreement, then by the Wisconsin law of agency.

**Article Seven
Distributions and Capital Contributions**

Section 7.01 Distributions and Allocations

Member's *Financial Rights* entitle the Member to distributions of *LLC* cash and assets and allocation of *LLC* profits and losses. Only the Member is entitled to *LLC* distributions and to *LLC* allocations of gains and losses.

Section 7.02 Decision on Distributions and Allocations

The Manager, in the Manager's sole discretion, shall decide all questions of whether, when, and in what amount to make or withhold allocations and distributions of *LLC* gains, profits, losses, and other assets to the Member, except as stated Section 7.03.

Section 7.03 Restrictions on Distributions

No distribution to the Member should be made if after giving effect to the distribution either the *LLC* would not be able to pay its debts as they become due in the ordinary course of business, or the *LLC*'s total assets would be less than the sum of its total liabilities plus the amount that would be needed if the *LLC* were to be dissolved, wound up, and terminated at the time of the distribution.

Section 7.04 Contributions of Cash and Non Cash

The Member after executing this *Agreement* shall transfer to the *LLC* as the sole consideration for Member's *Membership Share*, the amount of cash, property, or services (past or promised) identified in ATTACHMENT A. Neither the Member nor any Manager has a duty to make any contribution to the *LLC* including, but not limited to, contributions of cash, property, or services unless stated in ATTACHMENT A.

Section 7.05 No Duty to Make Additional Contributions

For purposes of any third party argument, claim, or ruling, except for any contribution identified in ATTACHMENT A, neither the Member nor any Manager has any duty to contribute or otherwise transfer any additional cash, assets, property, or services to the *LLC*.

Section 7.06 Limitation of Liability

The Member's liability for *LLC* debts and obligations in the capacity of Member or Manager is limited to the value of the contribution identified in ATTACHMENT A and any subsequent contributions (though none are required) to the *LLC*.

Article Eight Dissolution, Winding Up, and Termination

Section 8.01 Dissolution

The *LLC* shall dissolve, its affairs shall be wound up, and the *LLC* shall terminate upon the written consent of the Member. The following are not causes of *LLC* dissolution:

(a) Bankruptcy, Assignment for Benefit of Creditors, Etc.

Bankruptcy of a Member; the Member's executing of an assignment for the benefit of creditors; or the Member's seeking, consenting to, or acquiescing in the appointment of a trustee, receiver, or liquidator of the Member or of all or substantially all of the Member's property are not events of dissociation and shall not result in dissolution;

(b) Incapacity

Physical or cognitive incapacity of a Member or Manager is not an event of dissociation and does not result in *LLC* dissolution; and

(c) Death or Termination

Unless required by mandatory provisions of the *Act*, death or termination of a Member or Manager is not an event of dissociation and does not result in *LLC* dissolution.

Section 8.02 Winding Up and LLC Assets

After the determination to terminate, the Manager will wind up *LLC* business and affairs, and liquidate the *LLC*. The Manager shall:

(a) Contact LLC Tax and Legal Professionals

The determination to terminate the *LLC* should be made in concert with advice from both the *LLC* legal professional and the *LLC* tax professional;

(b) Review Current Act

Review the *Act's* then current provisions controlling limited liability company termination and winding up to confirm the points stated below, proper statutory requirements, and to insure a proper winding up of the *LLC*;

(c) Notice

Look for requirements to deliver notice of the *LLC's* dissolution to all known *LLC* creditors and those know to have claims against the *LLC*. Look for directions concerning the form and content of the notice;

(d) Publish

Look for requirements to publish notice of the *LLC's* dissolution;

(e) Final Distributions

Make final liquidating distributions and distribute any *LLC Property* discovered after any such final liquidating distributions in accordance with Section 8.03 unless different distributions are required by the *Act*; and

(f) File Appropriate Papers to Statutorily Terminate the LLC

After dissolution and the completion of winding up, look for rules on filing the appropriate forms to statutorily terminate the legal existence of the *LLC*.

Section 8.03 Liquidation

After the sale of all *LLC* assets or the determination of fair market value for distribution in kind of *LLC* assets, the Manager shall apply the proceeds of the sale or the *LLC* assets in the following order unless otherwise required by the *Act*:

(a) Creditor Payments

Payment or provision for payment shall be made to creditors and to the extent permitted by the *Act*, to the Member and Manager who are creditors in satisfaction of *LLC* liabilities;

(b) Out of Pocket Expenses

To the Manager for reimbursement for out-of-pocket expenses incurred and reasonable compensation for services rendered in connection with winding up the *LLC*; and then

(c) Remaining to Member

All remaining cash and other assets shall be distributed to the Member.

**Article Nine
Fiduciary Duties; Duty of Care and Loyalty**

Section 9.01 Duty of Care

In participating in any matter relating to the business or affairs of the *LLC*, the Manager shall refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of the law. Manager shall be liable for violations of the duty of care as Manager, only to the extent provided in this Section.

(a) No Manager Liability for Actions Taken in Good Faith, Etc.

In the absence of gross negligence and willful misconduct, no Manager is personally liable for a breach of the Manager's duty under this Section if with respect to the matter in question, the Manager acted:

(1) Good Faith

In good faith;

(2) Best Interests

In the reasonable belief the action was in the best interest of the *LLC*; or

(3) Reasonable Information

On the basis of reasonably adequate information.

(b) Indemnification of Manager for Claims of Breach of Duty of Care

If the *LLC* or a Member makes a claim against a Manager for a violation of the Manager's duty under this Section, the *LLC* shall indemnify the Manager for reasonable expenses and for damages or settlement amounts reasonably incurred if the Manager has refrained from willful misconduct and knowing violations of the law and this *Agreement*.

Section 9.02 Duty of Loyalty

A Manager shall act for the benefit of the *LLC* and not for personal benefit, unless specifically stated to the contrary below:

(a) Duty Concerning Contemporaneous Competition with the LLC

Manager may own or work for other similar or identical investments or businesses in any location without violating any fiduciary duty to the *LLC* or to the Member (even if the business is used in the same way and for the same purpose as the business of the *LLC*); and

(b) Indemnification of Manager for Breach of Duty of Loyalty

If the *LLC* or the Member makes a claim against a Manager for a violation of the Manager's duty under this Section, the *LLC* shall indemnify the Manager for reasonable expenses and for damages or settlement amounts reasonably incurred if the Manager has refrained from willful misconduct and knowing violations of the law and this *Agreement*.

Section 9.03 Representations and Warranties

The Member and Manager represent and warrant as follows:

(a) Free Acceptance

The Member and Manager hereby affirm they have accepted the terms of this *Agreement* knowingly and freely.

**Article Ten
Miscellaneous Provisions**

Section 10.01 Controlling Law

This *Agreement* is governed by and construed in accordance with the *Act*, under the laws of Wisconsin, and as stated in Section 2.09 ("Conflict between the *Agreement* and the *Act*").

Section 10.02 Headings

The headings in this *Agreement* are for reference only and are not to limit or otherwise affect the meaning of the Article, Section, or Sub-Section.

Section 10.03 Severability

If any provision of this *Agreement* is invalid, illegal, or unenforceable in any jurisdiction, the other provisions of this *Agreement* shall remain in full force and effect and shall be valid and enforced to the fullest extent permitted by law. Any provision of this *Agreement* which is held invalid, illegal, or unenforceable in any jurisdiction shall not be deemed invalid, illegal, or unenforceable in any other jurisdiction.

Section 10.04 Entire Agreement and Understanding to Date

This *Agreement* constitutes the whole, entire, and complete agreement and understanding among the parties executing it with respect to the subject matter of this *Agreement* replacing any other agreements and understandings among the parties concerning this subject.

Section 10.05 Incorporation of LLC Organizational Documents and ATTACHMENTS

The *LLC* organizational documents filed with the State of Wisconsin and all ATTACHMENTS referred to in this *Agreement* are hereby incorporated herein by this reference, and made a part of this *Agreement*.

Section 10.06 Member Can Change LLC Organizational Documents or this Agreement

Only the Member can change, modify, or amend this *Agreement* or the *LLC's* filed organizational documents, including the Articles of Organization.

The rest of this page is intentionally left blank.

Signatures

The parties duly execute this *Agreement* and accept these terms in their respective capacities by signing individually or by an authorized representative as follows:

Spare Time GL LLC ("LLC")



Signed by: Justin Krueger, General Partner of
Krueger Holdings, L.L.L.P., sole member of
Villa Rita Holdings, LLC

Its: Member - binding this *LLC*

Date: 12-21-2020



Signed by: Justin R. Krueger

Its: Manager - binding this *LLC*

Date: 12-21-2020

The rest of this page is intentionally left blank.

ATTACHMENT A

LLC OWNERSHIP – MEMBERSHIP SHARE PERCENTAGE AND CONTRIBUTION

<u>Member & Address</u>	<u>Membership Share</u>	<u>Contribution</u>
Villa Rita Holdings, LLC 9801 East Mission Lane Scottsdale, AZ 85258	100%	\$130.00

ATTACHMENT B

MANAGER POWERS

Without limiting the generality of a manager's power under the *Act* and this *Agreement*, the Manager shall have the power and authority on behalf of the *LLC* to do all things necessary or convenient to carry on its purpose, its business, and its affairs, including the following powers:

- a. Organize and manage other entities in the name of the *LLC* including, but not limited to, *LLCs* and trusts;
- b. Open and operate *LLC* bank accounts, borrow money for the *LLC* from banks, other lending institutions, and other persons on such terms as the *LLC* deems appropriate and to mortgage, hypothecate, encumber and grant security interests in the assets of the *LLC* to secure payment of the borrowed sums;
- c. Purchase all types of insurance to protect *LLC Property*, *LLC* business, and *LLC* personal;
- d. Acquire, buy, lease, sell, and manage any property, real, personal, tangible and intangible, in the name of the *LLC*, including, but not limited to, deeds, mortgages, leasehold interests, interests in general partnerships, limited partnerships, limited liability companies, common trust funds, mutual funds, stocks, options, warrants, rights, puts, calls, contracts, futures, bonds, debentures, securities (public and private), and other debt and equity interests of any kind or nature;
- e. Invest and reinvest any *LLC* funds in time deposits, short-term governmental obligations, commercial paper or other investments including real estate, stocks, options, general and limited partnerships, limited liability companies, common trust funds, mutual funds, futures, rights, warrants, puts, calls, contracts, public and private bonds, debentures, securities, and other debt and equity interests and to actively trade, speculate on and manage the same;
- f. Enter into, make, execute, and perform contracts, agreements, deeds, mortgages, leases, settlement statements, and any other undertakings binding on the *LLC* that may be necessary, appropriate, or advisable in furtherance of the purposes of the *LLC* and make all decisions and waivers there under;
- g. Employ, manage, terminate, and compensate (from *LLC* funds) workers, receptionists, secretaries, accountants, legal counsel, managing agents, financial and business advisors, other advisors, and such other employees or independent contractors as the Manager may deem necessary or appropriate to the business and purpose of the *LLC* and designate individuals with authority to do the same;
- h. Screen, interview, and examine staff and personnel to be employed by the *LLC* and designate individuals with authority to do the same;
- i. Open and maintain bank and investment accounts and arrangements, draw checks, letters of credit, and other orders for payment of money and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;
- j. Maintain the assets of the *LLC* in good order;
- k. Collect sums due the *LLC* and designate individuals with authority to do the same;
- l. Pay debts and obligations of the *LLC* to the extent that *LLC* funds are available and designate individuals with authority to do the same;

m. Sell, purchase, lease, loan, borrow, rent, repair, maintain, partition, mortgage, pledge, encumber, develop, improve, subdivide, or otherwise deal with any property, including *LLC Property*;

n. Bring suit on the *LLC's* behalf or defend the *LLC* in any such action, and compromise, settle, collect, and otherwise represent, prosecute, and defend the legal rights and interests of the *LLC*;

o. File on behalf of the *LLC* a voluntary petition for bankruptcy, or to bring an action on behalf of the *LLC* for receivership, insolvency or other similar relief in any court of competent jurisdiction, and to defend, answer, respond and otherwise represent the *LLC* in any such action or proceeding;

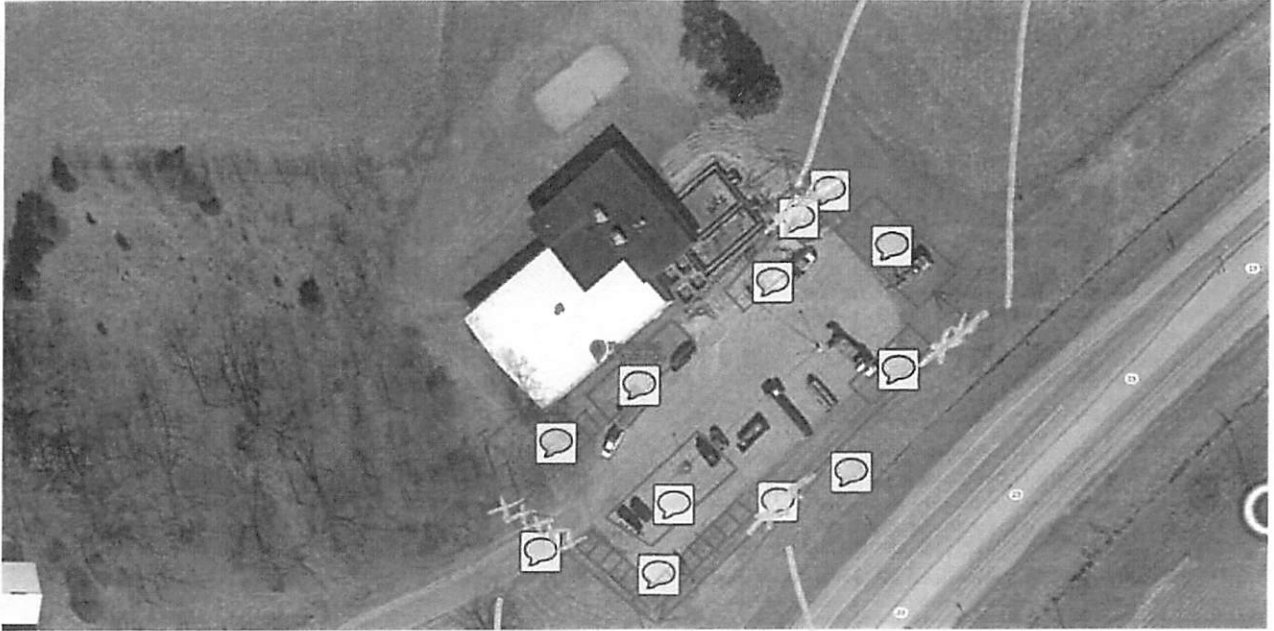
p. Obtain, organize, operate and otherwise use on behalf of the *LLC* computers, smartphones; tablets, electronic devices; usernames, passwords, PIN numbers, all types of online accounts, email accounts; social network accounts; electronic magazine, newspaper, and research accounts and subscriptions; online storage accounts; blog accounts; listservs, websites, website domain names & hosting information, and any other online digital assets or online presence of the *LLC*,

q. Take control of, use, conduct, continue, sell, modify, extend, or terminate any state or federal trade name, trade mark, copyright, or patent of the *LLC*, and

r. Perform all other acts as may be necessary or appropriate to the conduct of the *LLC's* business, and to execute, acknowledge, verify, and deliver any or all instruments desirable to effectuate any of the foregoing.

#9

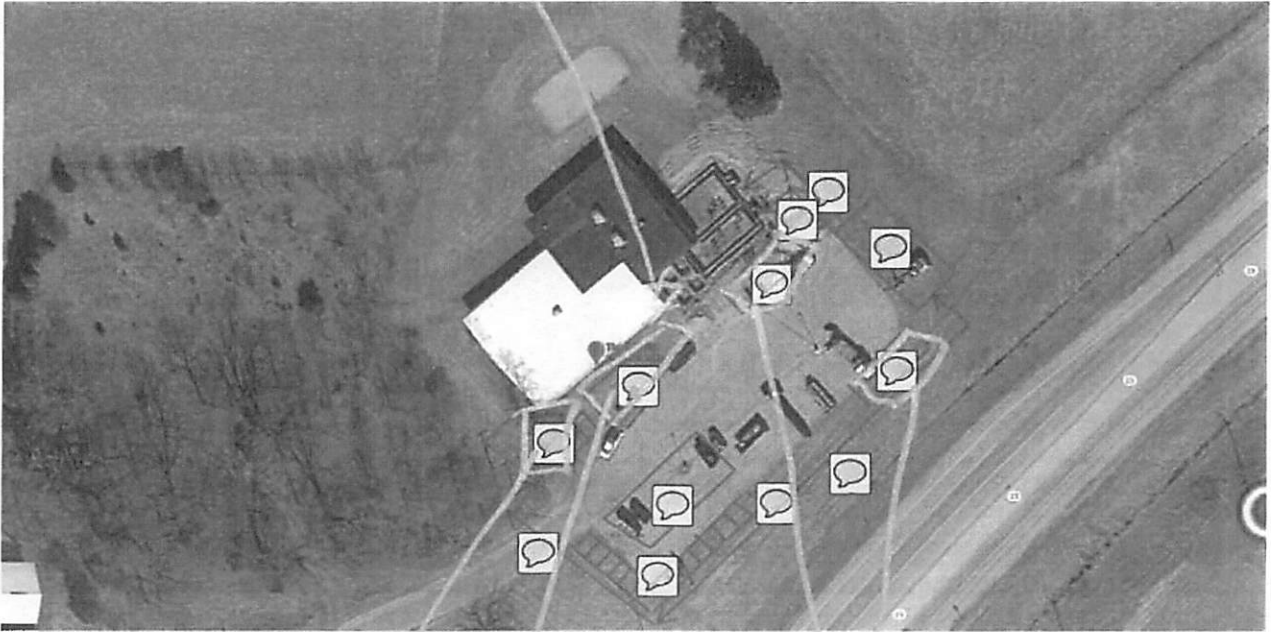
The 300 Club of Green Lake



ce

#10

The 300 Club of Green Lake



Water

Water

#11

The 300 Club of Green Lake



300 Club
Green Lake

#12

The 300 Club of Green Lake

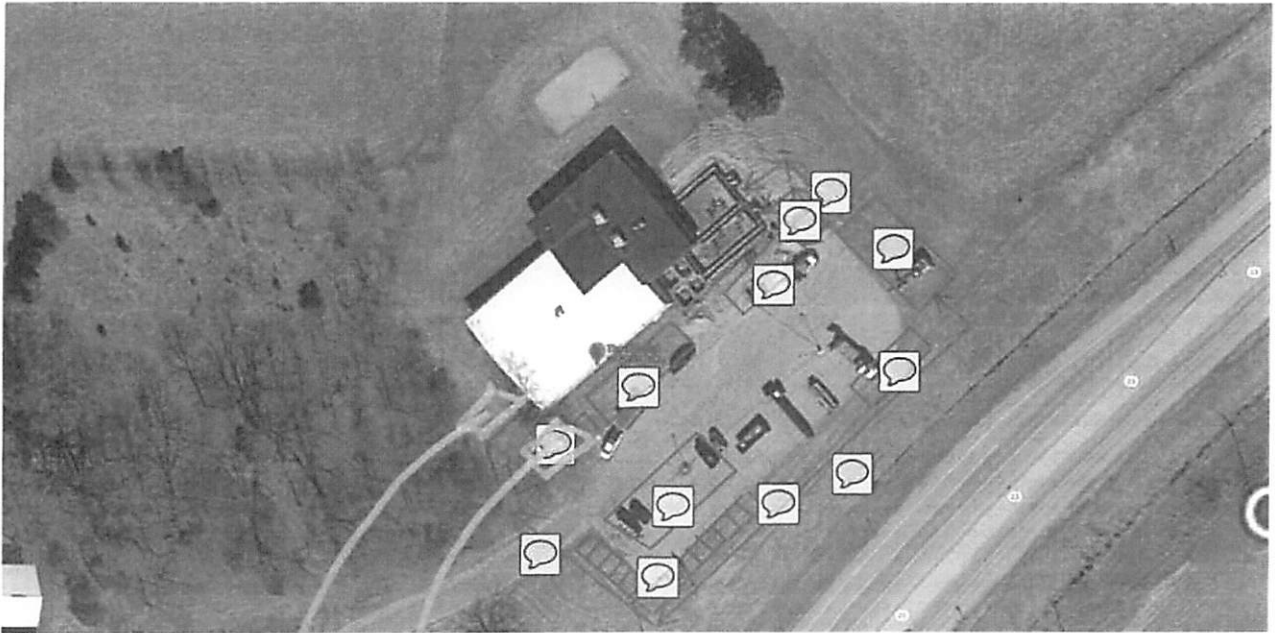
Wishing Computers



Multiple bin clusters

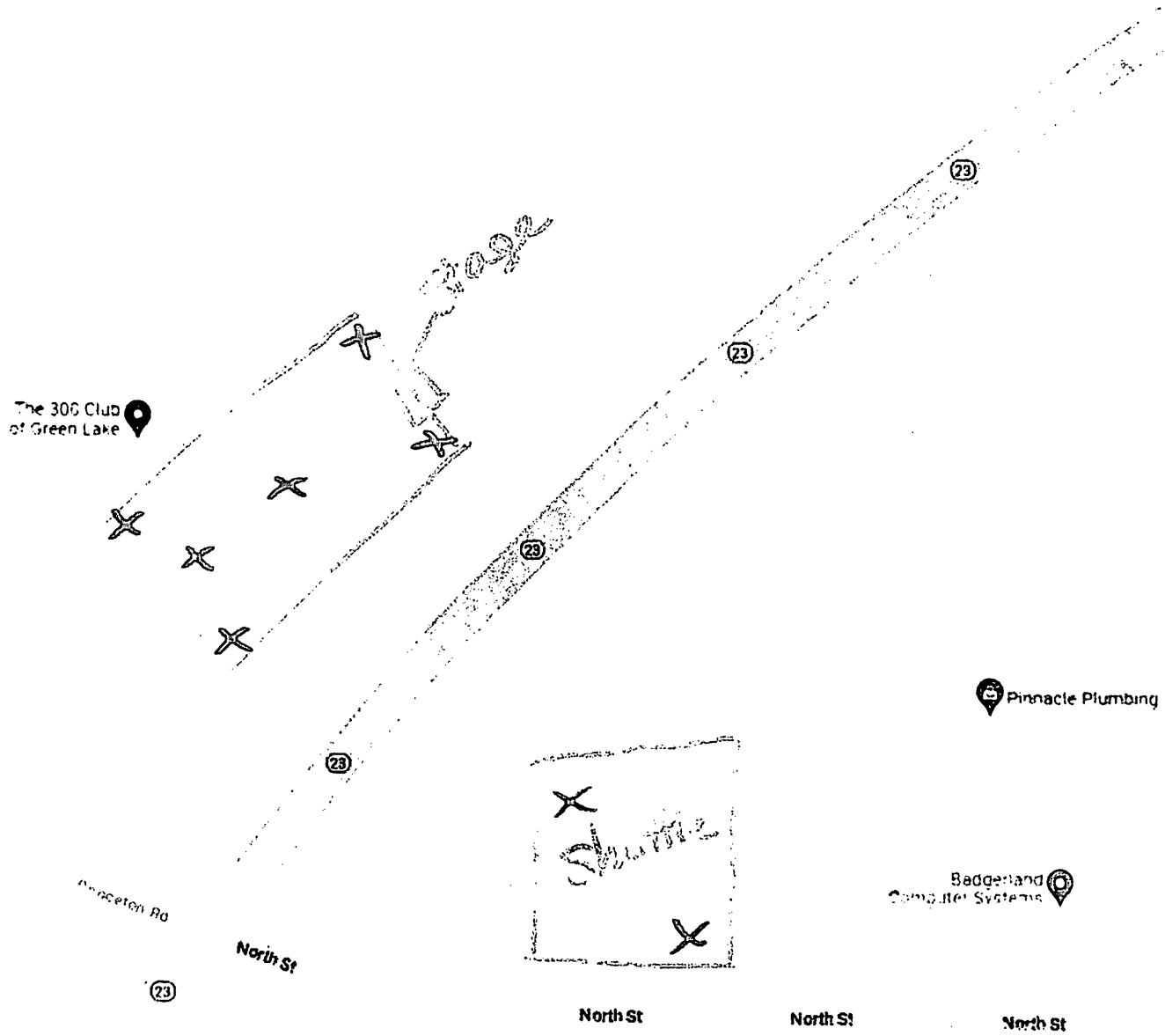
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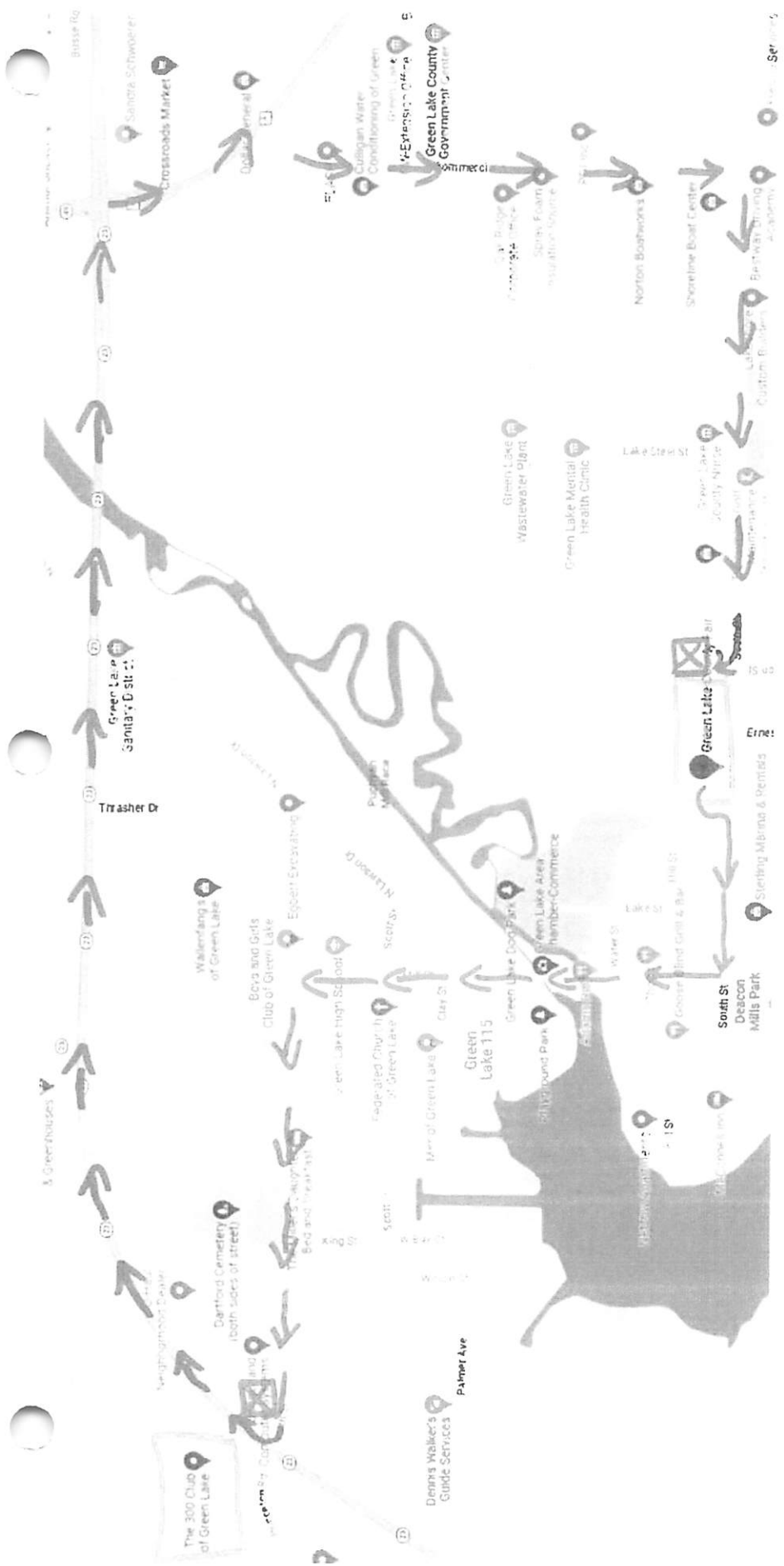
The 300 Club of Green Lake



EMT/First Aid Tent
Ambulance Parking

#14





Path to Show
 Path to Parking
 Drop off location
 Pickup Location

15 (A)

#15 (B)

Walking Path from Shuttle to Venue



#20

The 300 Club of Green Lake



Mix Board

Stage

#20



Estimate 20822

Today's Date:	4/10/2023
Project Mgr:	Mel Kohl
Cell:	920-470-5546

To:
 The 300 Club of Green Lake, LLC
 Attn: Justin Krueger
 W1802 Cty Rd A
 Green Lake, WI 54941

Event:	OUTDOOR CONCERT
Date of Event:	8/25/2023
Client:	
Phone:	
E-mail:	jkrueger@mfrg-icon.com

Qty	Item	Description	Rate	Total
1	Stageline SL250 Mobile Stage	GREEN LAKE FESTIVAL GROUNDS Set Up: TBD STAGELINE (24' x 32') * To include 6 deck extensions, 1 windwall, 2 sets of stairs, 20 safety railing, 1 stage skirt * EPS requires 4 stagehands for the setup and take down.	12,000.00	12,000.00

Please remit to:
 Event Production Systems
 1430 N Ballard Road
 Appleton, WI 54911

Signature _____

Subtotal	\$12,000.00
Sales Tax (0.0%)	\$0.00
Total	\$12,000.00



ESTIMATE #82523

Event Production Systems

1430 N. Ballard Road
 Appleton, WI 54911
 Phone: (920) 470-5544
 E-Mail: mel@eventproductionsystems.com

Today's Date: April 10, 2023

Event: Outdoor Concert
Dates: August 25 and 26, 2023
Contact: Justin Krueger
Address: W1802 CTY Road A
 Green Lake, WI

Location: Green Lake, WI
Phone: (602) 910-9716
E-Mail: jkrueger@iconnational.com

Qty	Description	Days	Rate	Amount
<u>AUDIO - FOH</u>				
1	Avid SC48 Audio Console	2	300.00	600.00
2	McCauley MB4 Fly Bar	2	15.00	60.00
16	McCauley Line Array	2	30.00	960.00
16	McCauley Subwoofer	2	30.00	960.00
2	Lab Gruppen Amplifier Rack	2	150.00	600.00
<u>AUDIO - MON</u>				
1	Midas M32L Digital MON Console	2	200.00	400.00
1	QSC PLD 4-Mix Rack	2	50.00	100.00
10	JBL SRX Stage Monitor	2	15.00	300.00
1	McCauley Side Fill Pkg	2	250.00	500.00
1	Whirlwind Concert 32 Snake	2	100.00	200.00
4	Shure Wireless Handheld Mic	2	50.00	400.00
2	Shure PSM900 IEM	2	100.00	400.00
1	Mic, Stand, XLR Package	2	100.00	200.00
1	Distribution Package Audio	2	50.00	100.00
1	Distribution Package Power	2	50.00	100.00
<u>LIGHTING</u>				
1	Avolites Quartz Lighting Console	2	150.00	300.00
8	Chauvet R2W Wash	2	50.00	800.00
4	Chauvet Color Strobe	2	75.00	600.00
8	Chauvet Storm Lights	2	50.00	800.00
4	Chauvet Strike4 Blinder	2	50.00	400.00
4	Chauvet C1W Uplight	2	15.00	120.00
2	Chauvet AmHaze Stadium Hazer	2	45.00	180.00
2	Chauvet Geyser S7	2	85.00	340.00
<u>LABOR</u>				
3	Audio Engineer	2	500.00	3,000.00
1	Lighting Designer	2	500.00	1,000.00
<u>TRANSPORT</u>				
1	Trucking 53'	2	450.00	900.00
100	Miles/Fuel	2	1.25	250.00
12	Mojo Barricade	1	25.00	300.00
40	Sonoco Bike Rack	1	20.00	800.00
<p>EPS will require (2) 200A / 208V power source within 100' of stage location.</p> <p>EPS will require (4) stagehands for load in and out.</p>				
			Subtotal	\$15,670.00
			Tax Exempt	
			Balance Due	\$15,670.00



Estimate 20821

Today's Date:	4/10/2023
Project Mgr:	Melvin Kohl
Cell:	920-470-5544

To:
 The 300 Club of Green Lake, LLC
 Attn: Justin Krueger
 W1802 Cty Rd A
 Green Lake, WI 54941

Event:	OUTDOOR EVENT
Date of Event:	8/25/2023
Client:	
Phone:	
E-mail:	jkrueger@mfg-icon.com

Qty	Item	Description	Rate	Total
		VANILLA ICE THE SUGAR HILL GANG		
		BACKLINE		
1	DW Collector's Series Drum Kit	*Per Rider with exception of 18" floor tom and Sabian cymbals.	400.00	400.00T
2	StageRight 4'x8' Platform	Riser	50.00	100.00T
1	Drum Rug		20.00	20.00T
1	Stanley Blower Fan		5.00	5.00T
1	Pioneer DJM900 Nexus Mixer	* Need approval: Bands to share or have to outsource from Chicago. \$\$\$	200.00	200.00T
2	Pioneer CDJ2000 Nexus		400.00	800.00T
3	Duvetyne Material		25.00	75.00T
1	Instrument Cables - Assortment		50.00	50.00T
1	Backline Technician	LABOR	500.00	500.00T
		*EPS to also bring: new Moongel, 2 rolls gaff tape, spare batteries.		
		*THIS ESTIMATE IS YET TO BE FINALIZED BASED ON ADVANCE.		

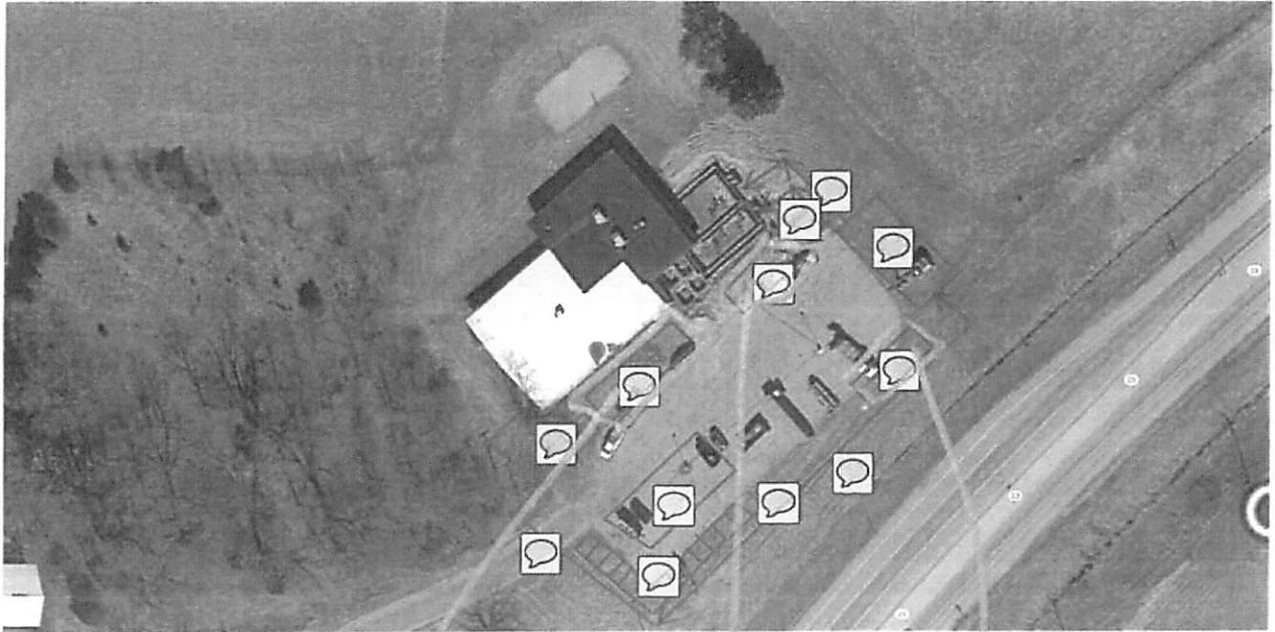
Please remit to:
 Event Production Systems
 1430 N Ballard Road
 Appleton, WI 54911

Signature _____

Subtotal	\$2,150.00
Sales Tax (0.0%)	\$0.00
Total	\$2,150.00

#21

The 300 Club of Green Lake



food

Drinks

Drinks



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farmer Woods Group 919 North 1st Street Phoenix AZ 85004	CONTACT NAME: Brenda Ellis PHONE (A/C, No, Ext): (602) 264-0566 FAX (A/C, No): (602) 277-4706 E-MAIL ADDRESS: brenda-ellis@feavitt.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Midwest Family Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23574

COVERAGES CERTIFICATE NUMBER: 23.24 MASTER REVISION NUMBER:

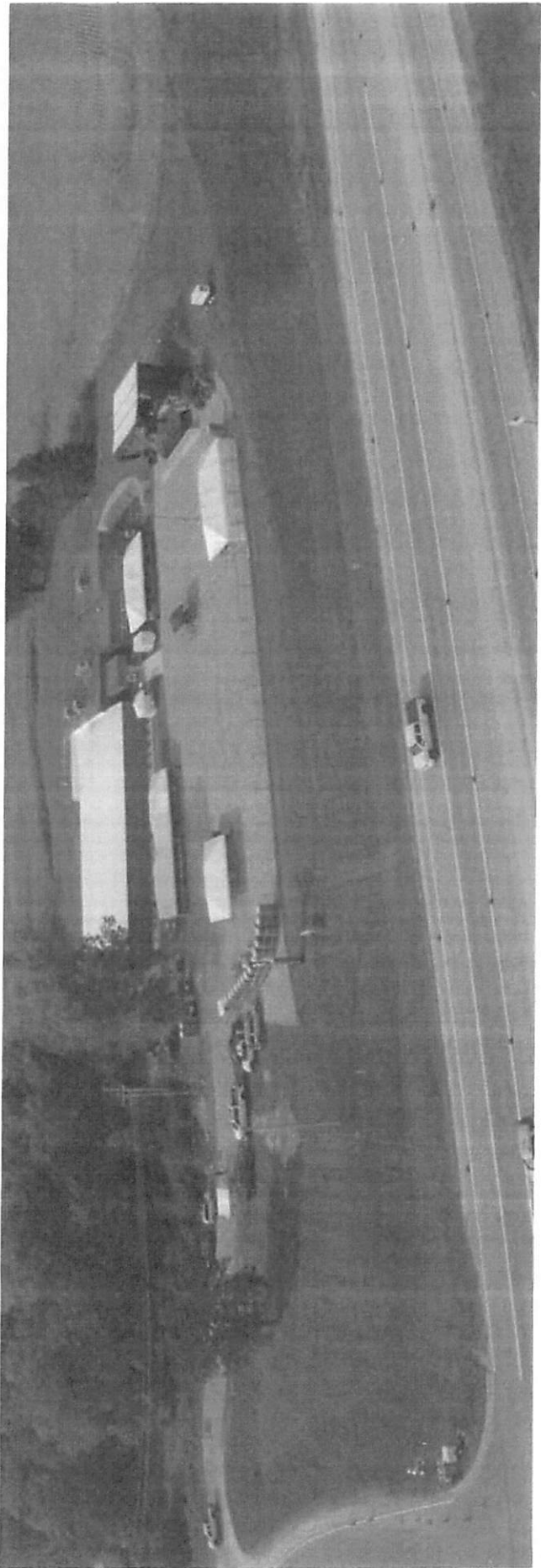
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPWI0560128801	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies.

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda K. Ellis</i>
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RESOLUTION NUMBER -2023

**Renaming of the Emergency Management Services Committee to the
Emergency Medical Services Committee**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 16th day of May, 2023, does resolve as follows:

- 1 **WHEREAS**, Resolution Number 26-2021 implemented a countywide ambulance
- 2 service; and
- 3 **WHEREAS**, the same resolution also created a new department known as “Emergency
- 4 Medical Services”; and
- 5 **WHEREAS**, the same resolution further created a new sub-committee of the
- 6 Judicial/Law Enforcement Emergency Management Committee known as the County
- 7 Emergency Management Services Committee; and
- 8 **WHEREAS**, a more accurate and appropriate title for that sub-committee would be the
- 9 County Emergency Medical Services Committee, and it shall continue to provide
- 10 oversight of the County’s emergency medical services, including ambulance service.
- 11 Fiscal note is attached.
- 12 A majority vote is needed to pass.

Roll Call on Resolution No. -2023

Submitted by Judicial/Law
Enforcement Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 16th
day of May, 2023.

Joe Gonyo, Chair

Sue Wendt, Vice Chair

County Board Chairman

Gene Thom

ATTEST: County Clerk
Approve as to Form:

Don Lenz

Corporation Counsel

Ken Bates

13 **NOW THEREFORE BE IT RESOLVED**, that the Emergency Management Services
14 Committee shall henceforth be known as the Emergency Medical Services Committee.

15 **BE IT FURTHER RESOLVED**, that the newly named Emergency Medical Services
16 Committee shall continue to serve in its previous capacity.

17 **BE IT FURTHER RESOLVED**, that the Emergency Medical Services Committee shall
18 continue reporting to the Judicial/Law Enforcement Committee.

19 **BE IT FURTHER RESOLVED**, that all other references to the Emergency Management
20 Services Committee in this Code shall henceforth be construed as the Emergency
21 Medical Services Committee.

22 **FISCAL NOTE:** no impact.



GREEN LAKE COUNTY
OFFICE OF EMERGENCY MANAGEMENT

Gary V. Podoll
Director

Office: 920-361-5416
FAX: 920-361-5405

DATE: May 1, 2023

TO: Green Lake County Judicial/Law Enforcement and Emergency Management Committee

FROM: Gary V. Podoll, Emergency Management Director

SUBJECT: Monthly Report

1. I conducted a Severe Weather Program and a Tornado Drill at Fox River Industries on April 27th. They did a Great Job and had a lot of really good questions.
2. Tornado Spotters Training was conducted on April 10th by the National Weather Service for our county weather spotters. It was very good training and well received.
3. I have received a great response from the surveys that I sent out to All Law Enforcement, Fire, City, Village, Town, Schools, Churches, Senior Centers, Libraries, VFW & Legions in Green Lake County in reference to AED's that they have and their locations.
4. I continue to work with County Fire Departments on ARPA funds that the County Board approved for the updating of their Protective Equipment.

If you have any questions, you can contact me at 920-361-5416.

Sincerely,

Gary V. Podoll
Emergency Management Director
Green Lake County



571 County Road A · Green Lake, WI 54941
Ph. 920-294-4000 · Fax. 920-294-3850

May 5, 2023

To Judicial and Law Enforcement Committee Members,
Re: Green Lake County Sheriff's Office events since the April meeting:

- Deputy Tipton has started patrol field training
- Working on filling positions in three divisions

See you at the meeting,

Mark A. Podoll, Sheriff

Sheriff Mark A. Podoll



571 County Road A · Green Lake, WI 54941-
 Ph. 920-294-4000 · Fax. 920-294-3850

**Sheriff's Office Judicial/Law Enforcement Committee
 Report for the Month of April 2023**

Deputy contacts for this month	509
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Types of Contacts this month	Number of Contacts
911 Follow up	102
Computer Forencis	22
Agency Assistance, Mutual Aid	18
Adult Transport	14
Citizen Assist	12
Car/Deer Accident	11
Animal Problem	10
K9 Assist	9
Medical Emergency	9
Lockout	8
Alarm	7
Fire	7
Traffic Misc	7
Records Check	6
Information Report	6
Controlled Substance Problem	5
Traffic Accident w/Damage	5
Wefare Check	5
Car/Deer No Officer Sent	4
OWI	4
Traffic Patrol Requested	4
Traffic Violation	4
Wanted Person	4
Cancel Call	3
Dead Body	3
K9 Person Charged	3
Bail Jumping	2
Domestic Situation	2

Sheriff Mark A. Podoll



Green Lake County

Sheriff

571 County Road A ·

· Green Lake, WI 54941

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Types of Contacts this month continued

Drugs - Agency Assist	2
Fraud	2
Failure to Report to Jail	2
House Check	2
Juvenile Transport	2
Obstructing	2
Traffic Accident w/Injuries	2
Property Damage	2
Suspicious Person/Circumstance	2
Vandalism	2
ATV Complaint	1
Discorderly Conduct	1
Disturbance	1
Drone	1
Emergency Detention Involuntary	1
Found Property	1
Internal Invest	1
K9 School Search	1
OWI - Drugs	1
Probation/Parole Violation	1
Theft	1
Threatening	1
Time System Entry	1
Trespassing	1
Violation of Court Orders	1

Sheriff Mark A. Podoll

Accidents and Complaints for Patrol

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Jan	23	34	24	20	Out Injury	40	21	25	21	Vacant	Vacant	Vacant	27	11	246	19
Feb	25	30	Retired	28	14	27	25	32	22	Vacant	Vacant	Vacant	23	18	244	19
March	41	23	Retired	40	Out Injury	31	28	36	6	Vacant	Vacant	Vacant	32	10	247	19
April	26	39	Retired	31	Out Injury	33	22	25	Out Injury	Vacant	Vacant	Vacant	28	41	245	19
May			Retired												0	0
June			Retired												0	0
July			Retired												0	0
Aug			Retired												0	0
Sept			Retired												0	0
Oct			Retired												0	0
Nov			Retired												0	0
Dec			Retired												0	0
Total	115	126	24	119	14	131	96	118	49	0	0	0	110	80	982	76
Avg/Month	29	32	6	30	4	33	24	30	12	0	0	0	28	20	246	19

Paper Service for Patrol

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Jan	2	5	2	6	Out Injury	0	4	3	2	Vacant	Vacant	Vacant	0	0	24	2
Feb	16	9	Retired	20	6	8	6	5	13	Vacant	Vacant	Vacant	5	7	95	7
March	6	5	Retired	9	Out Injury	4	3	1	3	Vacant	Vacant	Vacant	2	2	35	3
April	1	4	Retired	1	Out Injury	1	3	2	Out Injury	Vacant	Vacant	Vacant	5	2	19	1
May			Retired												0	0
June			Retired												0	0
July			Retired												0	0
Aug			Retired												0	0
Sept			Retired												0	0
Oct			Retired												0	0
Nov			Retired												0	0
Dec			Retired												0	0
Total	25	23	2	36	6	13	16	11	18	0	0	0	12	11	173	13
Avg/Month	6	6	1	9	2	3	4	3	5	0	0	0	3	3	43	3

Citations for Patrol

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Jan	8	10	0	17	Out Injury	8	7	5	8	Vacant	Vacant	Vacant	23	9	95	7
Feb	3	11	Retired	22	4	9	8	5	4	Vacant	Vacant	Vacant	29	10	105	8
March	16	11	Retired	18	Out Injury	25	5	9	3	Vacant	Vacant	Vacant	26	4	117	9
April	14	12	Retired	11	Out Injury	5	9	6	Out Injury	Vacant	Vacant	Vacant	31	14	102	8
May			Retired												0	0
June			Retired												0	0
July			Retired												0	0
Aug			Retired												0	0
Sept			Retired												0	0
Oct			Retired												0	0
Nov			Retired												0	0
Dec			Retired												0	0
Total	41	44	0	68	4	47	29	25	15	0	0	0	109	37	419	32
Avg/Month	10	11	0	17	1	12	7	6	4	0	0	0	27	9	105	8

Warnings for Patrol

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Jan	21	24	3	16	Out Injury	20	8	4	15	Vacant	Vacant	Vacant	36	10	157	12
Feb	12	24	Retired	20	9	14	19	10	11	Vacant	Vacant	Vacant	36	9	164	13
March	28	15	Retired	9	Out Injury	15	11	16	18	Vacant	Vacant	Vacant	55	2	169	15
April	20	24	Retired	8	Out Injury	14	25	6	Out Injury	Vacant	Vacant	Vacant	38	8	143	11
May			Retired												0	0
June			Retired												0	0
July			Retired												0	0
Aug			Retired												0	0
Sept			Retired												0	0
Oct			Retired												0	0
Nov			Retired												0	0
Dec			Retired												0	0
Total	81	87	3	53	9	63	63	36	44	0	0	0	165	29	633	51
Avg/Month	20	22	1	13	2	16	16	9	11	0	0	0	41	7	158	13

Year to Date Totals - Accidents, Complaints, Paper Service, Citations and Warnings for Patrol

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Total Annual Contacts	262	280	29	276	33	254	204	190	126	0	0	0	396	157	2207	172
Avg. per Month	66	70	7	92	8	64	51	48	32	0	0	0	99	39	552	43

BOAT LAUNCH/MUNICIPAL ORDINANCE CITATIONS

2023	Hoerig	Hunter	Kuklinski	Majeskie	Manning	Prachel	Preuss	Schroeder	Shohoney	Vacant	Vacant	Vacant	Wallace	Young	Total	Avg/Officer
Jan	0	0	0	0	0	0	0	0	0	Vacant	Vacant	Vacant	0	0	0	0
Feb	0	0	Retired	0	0	0	0	0	0	Vacant	Vacant	Vacant	0	0	0	0
March	0	0	Retired	0	Out Injury	0	0	0	0	Vacant	Vacant	Vacant	0	0	0	0
April	0	0	Retired	0	Out Injury	0	0	0	Out Injury	Vacant	Vacant	Vacant	0	0	0	0
May			Retired												0	0
June			Retired												0	0
July			Retired												0	0
Aug			Retired												0	0
Sept			Retired												0	0
Oct			Retired												0	0
Nov			Retired												0	0
Dec			Retired												0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Avg/Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Accidents and Complaints for Detectives

2023	Cody	Hanson	Ward	Cohl	Roky	Tess
Jan	2	17	4	10	12	0
Feb	8	12	1	4	12	1
March	2	5	7	11	1	3
April	8	30	9	5	7	0
May						
June						
July						
Aug						
Sept						
Oct						
Nov						
Dec						
Total	20	64	21	30	32	4
Average	5	16	5	8	8	1

Arrests for Detectives

2023	Cody	Hanson	Ward	Cohl	Roky	Tess
Jan	1	1	0	3	2	0
Feb	0	1	0	2	4	0
March	0	0	0	2	0	0
April	1	0	0	2	1	0
May						
June						
July						
Aug						
Sept						
Oct						
Nov						
Dec						
Total	2	2	0	9	7	0
Average	1	1	0	2	2	0



571 County Road A · Green Lake, WI 54941-
 Ph. 920-294-4000 · Fax. 920-294-3850

**Sheriff's Office Judicial/Law Enforcement Committee
 Report for the Month of April 2023
 Correctional Facility**

Average Daily Population in the Jail for this month	72
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Inmates in custody for (some inmates have more than one charge)

Charge	Number of Charges
Probation/Parole Violation	24
Obstructing	17
Drug Related	16
Warrants	16
Traffic Offense	14
Assaults	13
Disorderly Conduct	13
Sex Offense	10
DUI	5
Resisting/Interfering w/Police	4
Bail Jumping	3
Burglary	1
Child Abuse or Neglect	1
Destruct/Damage/Vandalize Prop	1
ES Sanction Hold	1
Theft, Identity	1
Trespass of Real Property	1

GREEN LAKE COUNTY JAIL MONTHLY STATISTICS

MONTH/ YEAR	ADP	HUBER	HUBER/EMP INCOME	FEMALE	LOCK DOWN	MEALS	EMP	GL INMATES TRANSFERREC	Other County Safekeepers	Billed for Safekeepers	Other County Safekeepers	Billed for Safekeepers
Jan-23	72	0	\$2,551.00	9	64	5627	5	2		\$ -	0	\$ -
Feb-23	73	0	\$5,412.50	11	64	5021	7	2		\$ -	0	\$ -
Mar-23	74	0	\$2,772.50	12	65	5624	8	1		\$ -	0	\$ -
Apr-23	69	0	\$2,288.50	10	62	5219	6	1		\$ -	0	\$ -
May-23										\$ -	0	\$ -
Jun-23										\$ -	0	\$ -
Jul-23										\$ -	0	\$ -
Aug-23										\$ -	0	\$ -
Sep-23										\$ -	0	\$ -
Oct-23										\$ -	0	\$ -
Nov-23										\$ -	0	\$ -
Dec-23										\$ -	0	\$ -
Totals												
Average	72	0	\$3,256.13	10	64	5373	6	2	0	\$ -	0	\$ -

ADP- Average daily population

Huber- Sentenced inmate, work release + Sent/Huber from other county

Huber Income- Amount paid by Huber and CAM inmates for the month

Female- Average number of females held that month

Lockdown- Number of inmates held that month that are not working Huber's

Meals- Number of meals + bag lunches served that month

EMP- Number of inmates on electronic monitoring

GL Inmates Transferred- Inmate serving in other county + Sent/Huber serv. out of county

Safekeepers - Holding for another county

Safekeeper days - the number of cumulative days that month for all Safekeepers for that county

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
23 CALENDAR YEAR 2023					
100 General Fund					
02 Clerk of Courts					
23-100-02-43511-000-000 Court Support	52,275.00	.00	26,137.00	26,138.00	50.00
23-100-02-43512-000-000 Interpreter Reimbursement	6,000.00	.00	3,195.00	2,805.00	53.25
23-100-02-45110-000-000 County Forfeitures	48,000.00	3,583.21	11,797.32	36,202.68	24.58
23-100-02-45120-000-000 County Share - State Fines	16,000.00	3,013.04	7,257.33	8,742.67	45.36
23-100-02-45121-000-000 Co. Share Fines - Non-Traffic	2,000.00	195.54	408.29	1,591.71	20.41
23-100-02-45122-000-000 Co. Share - Occup. Lic. Fees	40.00	.00	.00	40.00	.00
23-100-02-45123-000-000 Clerk of Courts Costs & Fees	32,000.00	7,314.06	12,312.43	19,687.57	38.48
23-100-02-45124-000-000 Guardian ad Litem Payment	24,000.00	.00	.00	24,000.00	.00
23-100-02-45125-000-000 Witness Fees	200.00	64.91	179.03	20.97	89.52
23-100-02-45126-000-000 GAL Reimbursements	43,000.00	5,446.33	10,048.24	32,951.76	23.37
23-100-02-45126-126-000 Court Appointed Attorney Reimbursement	20,000.00	11,356.61	14,208.30	5,791.70	71.04
23-100-02-45128-000-000 Ignition Interlock Surcharge	2,700.00	331.37	807.05	1,892.95	29.89
23-100-02-45128-000-001 Muni Ignition Interlock Surcharge	700.00	.00	200.00	500.00	28.57
23-100-02-45129-000-000 Judgement Interest	3,500.00	373.03	905.39	2,594.61	25.87
23-100-02-45140-000-000 Payment Plan Fee	2,000.00	270.00	534.93	1,465.07	26.75
23-100-02-46109-000-000 Mediation Services - Reimbursement	3,500.00	.00	.00	3,500.00	.00
23-100-02-46142-000-000 Child Support Revenue	240.00	10.00	60.00	180.00	25.00
23-100-02-46144-000-000 Jury Fees	1,500.00	72.00	108.00	1,392.00	7.20
02 Clerk of Courts	257,655.00	32,030.10	88,158.31	169,496.69	34.22

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
23 CALENDAR YEAR 2023					
100 General Fund					
05 Probate					
23-100-05-45126-000-000 Adult GAL Reimbursement	16,000.00	653.10	2,228.20	13,771.80	13.93
23-100-05-46109-000-000 Mediation Services - County Clerk	.00	200.00	400.00	-400.00	.00
23-100-05-46143-000-000 Register in Probate Fees	9,000.00	1,132.67	1,923.16	7,076.84	21.37
23-100-05-48150-000-000 Mediation Services - Clerk of Courts	.00	90.00	280.00	-280.00	.00
05 Probate	25,000.00	2,075.77	4,831.36	20,168.64	19.33

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
23 CALENDAR YEAR 2023					
100 General Fund					
09 Law Enforcement					
23-100-09-43521-000-000 State Aid - Water Patrol	15,000.00	10,294.36	10,294.36	4,705.64	68.63
23-100-09-43523-000-000 State Aid - Sheriff's Trng.	6,900.00	.00	.00	6,900.00	.00
23-100-09-43524-301-000 ICAC Grant	200.00	.00	.00	200.00	.00
23-100-09-43525-000-000 State Aid - BOTS	15,000.00	.00	.00	15,000.00	.00
23-100-09-43526-000-000 Drug Recognition	100.00	.00	.00	100.00	.00
23-100-09-45190-000-000 Parking Ticket Fees	1,800.00	75.00	215.00	1,585.00	11.94
23-100-09-46209-000-000 Business and Home Alarm Fees	1,350.00	150.00	100.00	1,250.00	7.41
23-100-09-46210-000-000 Sheriff's Fees	11,000.00	1,098.50	3,866.30	7,133.70	35.15
23-100-09-46211-000-000 Law Enforcement Revenue	3,000.00	397.69	447.49	2,552.51	14.92
23-100-09-46212-000-000 CEASE/Drug Eradication Revenue	300.00	.00	.00	300.00	.00
23-100-09-46213-000-000 Prisoner Board Revenue - ES Sanctions	50,000.00	3,447.82	4,631.40	45,368.60	9.26
23-100-09-46213-288-000 Safekeepers	30,000.00	.00	.00	30,000.00	.00
23-100-09-46214-000-000 Reimbursement for Juvenile Board	10,000.00	3,873.71	6,452.31	3,547.69	64.52
23-100-09-46217-000-000 Incentive Revenues Soc Sec Admn	3,000.00	400.00	800.00	2,200.00	26.67
23-100-09-46218-000-000 Reimbursement for Jail Medical	8,800.00	1,838.74	3,501.58	5,298.42	39.79
23-100-09-46219-000-000 Jail Phone	50,000.00	1,869.05	7,551.61	42,448.39	15.10
23-100-09-46220-000-000 Defibulator	300.00	.00	.00	300.00	.00
23-100-09-46222-000-000 Programs to Fund OT	546.00	.00	.00	546.00	.00
23-100-09-46223-000-000 Jail Blood Draw	2,300.00	133.10	521.49	1,778.51	22.67
23-100-09-46224-000-000 Inmate Commissary	8,000.00	2,290.46	6,524.92	1,475.08	81.56
23-100-09-46225-000-000 Inmate Education	850.00	.00	.00	850.00	.00
23-100-09-46226-000-000 DOC Grant Program	82,136.00	7,619.27	20,102.91	62,033.09	24.48
23-100-09-46230-000-000 Fingerprinting	.00	20.00	200.00	-200.00	.00
23-100-09-46232-000-000 Leads Online	1,253.00	.00	1,276.00	-23.00	101.84
23-100-09-46234-000-000 CWDTF Reimbursement for OT/Supplies	500.00	.00	.00	500.00	.00

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received
23 CALENDAR YEAR 2023					
100 General Fund					
09 Law Enforcement					
23-100-09-46235-000-000 Drug Test Fees	.00	111.75	290.00	-290.00	.00
23-100-09-46241-000-000 Electronic Monitoring Program	28,000.00	5,061.00	13,024.50	14,975.50	46.52
23-100-09-46250-000-000 Crime Prevention Program	40.00	.00	.00	40.00	.00
23-100-09-46251-000-001 GLSO Opioids from CWDTF Opioid Grant	400.00	.00	.00	400.00	.00
23-100-09-46290-000-000 Storage & Towing	450.00	.00	696.08	-246.08	154.68
23-100-09-47510-000-000 Hosting Meetings & Conventions	499.00	.00	.00	499.00	.00
23-100-09-48326-000-000 Sale of Equipment	550.00	.00	.00	550.00	.00
23-100-09-48326-000-002 CWDTF-Opioids	30,000.00	.00	.00	30,000.00	.00
23-100-09-48500-000-000 Canine	4,000.00	100.00	280.00	3,720.00	7.00
23-100-09-49201-000-000 Jail Assessment	21,000.00	1,902.57	5,319.97	15,680.03	25.33
23-100-09-49320-000-000 Applied Funds - Jail Assessment	37,952.00	.00	.00	37,952.00	.00
23-100-09-49320-001-000 Applied Funds - Crime Prevention	960.00	.00	.00	960.00	.00
23-100-09-49320-009-000 Applied Funds - Inmate Commissary	8,000.00	.00	.00	8,000.00	.00
23-100-09-49320-012-000 Applied Funds Inmate Programs	2,000.00	.00	.00	2,000.00	.00
23-100-09-49320-019-000 Applied Funds - Staff Development	.00	450.00	450.00	-450.00	.00
23-100-09-49320-027-000 Applied Funds - Canine	5,000.00	.00	.00	5,000.00	.00
09 Law Enforcement	441,186.00	41,133.02	86,545.92	354,640.08	19.62

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
23 CALENDAR YEAR 2023					
100 General Fund					
18 Emergency Government					
23-100-18-43524-000-000 State Aid-Emerg. Gov't	23,000.00	.00	.00	23,000.00	.00
23-100-18-43527-000-000 State Aid-EPCRA	8,786.00	.00	.00	8,786.00	.00
23-100-18-43528-000-000 State Grant - Comp & HazMat Resp Equip	.00	7,467.80	7,467.80	-7,467.80	.00
18 Emergency Government	31,786.00	7,467.80	7,467.80	24,318.20	23.49

GREEN LAKE COUNTY

For 04/01/23 - 04/30/23

Revenue Summary Report

FJRES01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

REV LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Budget Amount</u>	<u>Period Amount</u>	<u>Y-T-D Amount</u>	<u>Balance</u>	<u>Percent Received</u>
23 CALENDAR YEAR 2023					
100 General Fund					
19 Coroner					
23-100-19-46132-000-000 Cremation Fee	.00	.00	1,712.48	-1,712.48	.00
23-100-19-46134-000-000 Death Certificate Signing	.00	.00	622.80	-622.80	.00
19 Coroner	.00	.00	2,335.28	-2,335.28	.00
100 General Fund	755,627.00	82,706.69	189,338.67	566,288.33	25.06
23 CALENDAR YEAR 2023	755,627.00	82,706.69	189,338.67	566,288.33	25.06

For 04/01/23 - 04/30/23

Expenditure Summary Report

FJEXS01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
02 Clerk of Courts						
51220 Clerk of Court's						
23-100-02-51220-110-000 Salaries	259,532.00	.00	20,635.06	68,128.93	191,403.07	26.25
23-100-02-51220-151-000 Social Security	20,124.00	.00	1,514.56	6,028.96	14,095.04	29.96
23-100-02-51220-153-000 Ret. Employer Share	15,916.00	.00	1,403.19	5,280.73	10,635.27	33.18
23-100-02-51220-154-000 Health Insurance	46,481.00	.00	3,254.80	23,519.20	22,961.80	50.60
23-100-02-51220-155-000 Life Insurance	621.00	.00	61.23	244.92	376.08	39.44
23-100-02-51220-194-000 Bailiffs	2,000.00	.00	89.25	944.25	1,055.75	47.21
23-100-02-51220-196-000 Jury Expense	10,000.00	.00	859.35	3,860.45	6,139.55	38.60
23-100-02-51220-197-000 Witness Fees	500.00	.00	.00	45.00	455.00	9.00
23-100-02-51220-198-000 Interpreter	4,000.00	.00	590.04	4,364.80	-364.80	109.12
23-100-02-51220-204-000 Court Appointed Attorney	38,000.00	.00	9,314.80	13,776.80	24,223.20	36.25
23-100-02-51220-207-000 Transcripts	700.00	.00	174.00	402.00	298.00	57.43
23-100-02-51220-208-000 Court Commissioner Expense	42,000.00	.00	3,500.00	10,500.00	31,500.00	25.00
23-100-02-51220-212-000 Guardian ad Litem Expenses	42,000.00	.00	401.68	4,012.88	37,987.12	9.55
23-100-02-51220-215-000 Mediation Services	.00	.00	333.33	999.99	-999.99	.00
23-100-02-51220-242-000 Print Management	150.00	.00	12.48	43.28	106.72	28.85
23-100-02-51220-250-000 Medical	5,500.00	.00	-50.00	-150.00	5,650.00	-2.73
23-100-02-51220-310-000 Office Supplies	1,500.00	.00	817.44	1,506.32	-6.32	100.42
23-100-02-51220-324-000 Member Dues	125.00	.00	.00	125.00	.00	100.00
23-100-02-51220-325-000 Registrations & Conferences	990.00	.00	225.00	315.00	675.00	31.82
23-100-02-51220-327-000 Law Books	1,500.00	.00	298.27	380.46	1,119.54	25.36
23-100-02-51220-330-000 Travel	50.00	.00	.00	.00	50.00	.00
51220 Clerk of Court's	491,689.00	.00	43,434.48	144,328.97	347,360.03	29.35
02 Clerk of Courts	491,689.00	.00	43,434.48	144,328.97	347,360.03	29.35

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Expenditure Summary Report

FJEXS01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
05 Probate						
51230 Circuit Court - Probate						
23-100-05-51230-110-000	Salaries	62,733.00	.00	4,806.40	16,822.40	45,910.60 26.82
23-100-05-51230-151-000	Social Security	4,689.00	.00	337.13	1,339.77	3,349.23 28.57
23-100-05-51230-153-000	Ret. Employer Share	4,168.00	.00	326.84	1,299.58	2,868.42 31.18
23-100-05-51230-154-000	Health Insurance	20,990.00	.00	1,627.40	9,509.60	11,480.40 45.31
23-100-05-51230-155-000	Life Insurance	42.00	.00	6.00	24.00	18.00 57.14
23-100-05-51230-206-000	Maintenance Contracts	2,000.00	.00	50.70	170.70	1,829.30 8.54
23-100-05-51230-212-000	Attorney Fees & GAL	20,000.00	.00	4,776.89	11,470.99	8,529.01 57.35
23-100-05-51230-242-000	Print Management	85.00	.00	3.55	26.05	58.95 30.65
23-100-05-51230-310-000	Supplies	1,000.00	.00	.00	147.98	852.02 14.80
23-100-05-51230-325-000	Registrations & Conventions	1,915.00	.00	250.00	400.00	1,515.00 20.89
51230 Circuit Court - Probate		117,622.00	.00	12,184.91	41,211.07	76,410.93 35.04
05 Probate		117,622.00	.00	12,184.91	41,211.07	76,410.93 35.04

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Expenditure Summary Report

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52100 Sheriff						
23-100-09-52100-110-000 Salaries	1,530,963.00	.00	107,702.80	436,035.26	1,094,927.74	28.48
23-100-09-52100-123-000 Shift Differential	7,800.00	.00	486.09	2,131.98	5,668.02	27.33
23-100-09-52100-124-000 Holiday Worked Pay	17,000.00	.00	1,799.56	6,359.53	10,640.47	37.41
23-100-09-52100-125-000 Overtime	185,000.00	.00	26,828.06	80,478.92	104,521.08	43.50
23-100-09-52100-151-000 Social Security	133,210.00	.00	10,353.96	43,716.95	89,493.05	32.82
23-100-09-52100-153-000 Ret. Employer Share	207,829.00	.00	16,750.31	62,318.76	145,510.24	29.99
23-100-09-52100-154-000 Health Insurance	208,084.00	.00	19,391.00	119,804.22	88,279.78	57.57
23-100-09-52100-155-000 Life Insurance	2,573.00	.00	185.94	750.72	1,822.28	29.18
23-100-09-52100-225-000 Telephone	12,490.00	.00	1,065.19	4,600.89	7,889.11	36.84
23-100-09-52100-242-000 Print Management	3,908.00	.00	191.01	626.78	3,281.22	16.04
23-100-09-52100-301-000 ICAC Expenses	190.00	.00	.00	.00	190.00	.00
23-100-09-52100-306-000 Firearms/CTU	9,862.00	.00	1,655.60	2,370.67	7,491.33	24.04
23-100-09-52100-307-000 Staff Development-Education	22,000.00	.00	10,888.00	13,051.00	8,949.00	59.32
23-100-09-52100-310-000 Office Supplies	6,500.00	.00	514.06	1,911.61	4,588.39	29.41
23-100-09-52100-324-000 Member Dues	1,809.00	.00	150.00	580.00	1,229.00	32.06
23-100-09-52100-325-000 Hosting Meetings & Conventions	499.00	.00	575.27	575.27	-76.27	115.28
23-100-09-52100-330-000 Travel	6,553.00	.00	1,680.30	1,706.90	4,846.10	26.05
23-100-09-52100-346-000 Clothing & Uniforms	9,000.00	.00	1,031.45	1,558.10	7,441.90	17.31
23-100-09-52100-351-000 Fuel	92,000.00	.00	14,356.30	14,450.93	77,549.07	15.71
23-100-09-52100-352-000 Vehicle Maintenance	20,000.00	.00	4,411.97	8,401.41	11,598.59	42.01
23-100-09-52100-358-000 Refund of Sheriff Fees	190.00	.00	3,198.34	75.00	115.00	39.47
23-100-09-52100-369-000 Miscellaneous Expenses	380.00	.00	.00	98.88	281.12	26.02
23-100-09-52100-370-000 Investigative Items	2,525.00	.00	.00	150.00	2,375.00	5.94
23-100-09-52100-404-000 Storage and Towing	855.00	.00	.00	150.90	704.10	17.65
23-100-09-52100-810-000 Capital Equipment	500.00	.00	.00	.00	500.00	.00
52100 Sheriff	2,481,720.00	.00	223,215.21	801,904.68	1,679,815.32	32.31

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Expenditure Summary Report

FJEXS01A

Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52110 Police Radio						
23-100-09-52110-110-000 Salaries	646,959.00	.00	37,135.91	136,433.73	510,525.27	21.09
23-100-09-52110-123-000 Shift Differential	1,900.00	.00	89.60	592.30	1,307.70	31.17
23-100-09-52110-125-000 Overtime / Holiday Worked Pay	50,000.00	.00	7,695.77	41,857.61	8,142.39	83.72
23-100-09-52110-151-000 Social Security	53,505.00	.00	3,343.15	14,920.64	38,584.36	27.89
23-100-09-52110-153-000 Ret. Employer Share	47,561.00	.00	3,054.66	13,194.18	34,366.82	27.74
23-100-09-52110-154-000 Health Insurance	91,818.00	.00	5,793.86	42,913.94	48,904.06	46.74
23-100-09-52110-155-000 Life Insurance	512.00	.00	69.37	284.98	227.02	55.66
23-100-09-52110-206-000 Maintenance Contracts	26,206.00	.00	.00	17,592.00	8,614.00	67.13
23-100-09-52110-305-000 Emergency Dispatch Services	1,640.00	.00	.00	.00	1,640.00	.00
52110 Police Radio	920,101.00	.00	57,182.32	267,789.38	652,311.62	29.10

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Expenditure Summary Report

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52120 Water Safety Patrol						
23-100-09-52120-350-000 Repair & Maintenance	4,647.00	.00	150.00	1,898.75	2,748.25	40.86
23-100-09-52120-351-000 Fuel	1,380.00	.00	.00	.00	1,380.00	.00
23-100-09-52120-810-000 Capital Equipment	143.00	.00	.00	.00	143.00	.00
23-100-09-52120-810-002 Buoy Repair	800.00	.00	.00	.00	800.00	.00
52120 Water Safety Patrol	6,970.00	.00	150.00	1,898.75	5,071.25	27.24

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52126 Anti Drug Task Force Other						
23-100-09-52126-369-000 Local	1,259.00	.00	.00	.00	1,259.00	.00
52126 Anti Drug Task Force Other	1,259.00	.00	.00	.00	1,259.00	.00

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Expenditure Summary Report

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52128						
23-100-09-52128-209-000 CWDTF-Opioids	30,000.00	.00	.00	.00	30,000.00	.00
52128	30,000.00	.00	.00	.00	30,000.00	.00

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LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52150 Sheriff Outlay						
23-100-09-52150-810-002 Snowmobile-ATV	400.00	.00	.00	.00	400.00	.00
23-100-09-52150-810-003 Squad-Equipment	15,500.00	.00	1,664.79	1,925.23	13,574.77	12.42
23-100-09-52150-810-005 Firearms/CTU/SWAT	2,000.00	.00	.00	.00	2,000.00	.00
52150 Sheriff Outlay	17,900.00	.00	1,664.79	1,925.23	15,974.77	10.76

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Expenditure Summary Report

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52700 Jail						
23-100-09-52700-110-000 Salaries	1,072,961.00	.00	56,711.10	227,306.11	845,654.89	21.18
23-100-09-52700-123-000 Shift Differential/FTO	3,900.00	.00	140.30	863.05	3,036.95	22.13
23-100-09-52700-125-000 Overtime / Holiday Worked Pay	40,000.00	.00	11,889.36	45,276.42	-5,276.42	113.19
23-100-09-52700-151-000 Social Security	85,484.00	.00	5,100.61	22,206.51	63,277.49	25.98
23-100-09-52700-153-000 Ret. Employer Share	73,290.00	.00	4,194.38	19,053.25	54,236.75	26.00
23-100-09-52700-154-000 Health Insurance	240,691.00	.00	12,187.86	80,625.01	160,065.99	33.50
23-100-09-52700-155-000 Life Insurance	1,322.00	.00	69.35	339.86	982.14	25.71
23-100-09-52700-240-000 Repair & Maintenance Services	5,543.00	.00	.00	.00	5,543.00	.00
23-100-09-52700-242-000 Print Management	2,300.00	.00	152.27	476.52	1,823.48	20.72
23-100-09-52700-248-000 Juvenile Prisoner Board	5,000.00	.00	.00	.00	5,000.00	.00
23-100-09-52700-274-000 Recidivism Reduction Expenses	48.00	.00	.00	.00	48.00	.00
23-100-09-52700-288-000 Adult Prisoner Board	3,600.00	.00	.00	.00	3,600.00	.00
23-100-09-52700-300-000 Prisoner Medical	275,146.00	.00	23,803.59	110,018.72	165,127.28	39.99
23-100-09-52700-304-000 Blood Draw	3,705.00	.00	647.40	1,261.50	2,443.50	34.05
23-100-09-52700-305-000 Drug Test	720.00	.00	.00	519.80	200.20	72.19
23-100-09-52700-314-000 Small Items of Equipment	926.00	.00	.00	.00	926.00	.00
23-100-09-52700-335-000 Meals	183,000.00	.00	9,105.36	63,174.43	119,825.57	34.52
23-100-09-52700-344-000 Janitorial Supplies	20,000.00	.00	2,953.51	7,867.31	12,132.69	39.34
23-100-09-52700-357-000 Commissary Expenses	8,000.00	.00	1,394.90	2,178.71	5,821.29	27.23
23-100-09-52700-402-000 OSHA/Jail	2,000.00	.00	.00	.00	2,000.00	.00
23-100-09-52700-542-000 Inmate Programs	2,000.00	.00	.00	.00	2,000.00	.00
23-100-09-52700-810-000 Capital Equipment	4,750.00	.00	.00	.00	4,750.00	.00
23-100-09-52700-810-001 Jail Assessment	21,000.00	.00	9,244.00	9,244.00	11,756.00	44.02
52700 Jail	2,055,386.00	.00	137,593.99	590,411.20	1,464,974.80	28.73

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Expenditure Summary Report

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52715 Jail Recidivism						
23-100-09-52715-215-000 MPTC Contractural Services	12,412.00	.00	1,509.75	1,509.75	10,902.25	12.16
23-100-09-52715-232-000 MH/AODA/COGNITIVE INTERVENTION	68,067.00	.00	6,091.82	30,459.10	37,607.90	44.75
23-100-09-52715-310-000 Educational Materials/GED Testing	1,257.00	.00	17.70	317.70	939.30	25.27
23-100-09-52715-369-000 MH/AODA/COGNITIVE INTERVENTION SUPPLIES	400.00	.00	.00	.00	400.00	.00
52715 Jail Recidivism	82,136.00	.00	7,619.27	32,286.55	49,849.45	39.31

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
09 Law Enforcement						
52720 Crime Prevention Program						
23-100-09-52720-310-000 Office Supplies	1,000.00	.00	.00	.00	1,000.00	.00
23-100-09-52720-369-000 Canine	9,000.00	.00	305.49	4,161.99	4,838.01	46.24
52720 Crime Prevention Program	10,000.00	.00	305.49	4,161.99	5,838.01	41.62
09 Law Enforcement	5,605,472.00	.00	427,731.07	1,700,377.78	3,905,094.22	30.33

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
18 Emergency Government						
52810 Emergency Government						
23-100-18-52810-110-000	Salaries	37,147.00	.00	2,941.40	10,294.90	26,852.10 27.71
23-100-18-52810-151-000	Social Security	2,842.00	.00	225.02	1,009.47	1,832.53 35.52
23-100-18-52810-153-000	Ret. Employer Share	2,527.00	.00	200.02	795.32	1,731.68 31.47
23-100-18-52810-154-000	Health Insurance	1,245.00	.00	.00	1,500.00	-255.00 120.48
23-100-18-52810-155-000	Life Insurance	225.00	.00	18.10	72.40	152.60 32.18
23-100-18-52810-206-000	Radio Maintenance Contract	1,580.00	.00	.00	.00	1,580.00 .00
23-100-18-52810-225-000	Telephone	492.00	.00	.00	.00	492.00 .00
23-100-18-52810-310-000	Office Supplies	300.00	.00	.00	.00	300.00 .00
23-100-18-52810-311-000	Postage	15.00	.00	.00	.00	15.00 .00
23-100-18-52810-321-000	Seminars	739.00	.00	.00	450.00	289.00 60.89
23-100-18-52810-324-000	Member Dues	20.00	.00	.00	.00	20.00 .00
23-100-18-52810-330-000	Travel	1,000.00	.00	227.94	227.94	772.06 22.79
23-100-18-52810-810-000	Capital Equipment	742.00	.00	.00	.00	742.00 .00
23-100-18-52810-810-001	Equipment reimb to City of Berlin	7,581.00	.00	.00	.00	7,581.00 .00
52810 Emergency Government		56,455.00	.00	3,612.48	14,350.03	42,104.97 25.42

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LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
23 CALENDAR YEAR 2023						
100 General Fund						
18 Emergency Government						
52811 SARA						
23-100-18-52811-110-000 Salaries	7,322.00	.00	563.18	2,252.72	5,069.28	30.77
23-100-18-52811-151-000 Social Security	561.00	.00	43.08	172.32	388.68	30.72
23-100-18-52811-153-000 Ret. Employer Share	498.00	.00	38.30	153.20	344.80	30.76
23-100-18-52811-154-000 Health Insurance	255.00	.00	.00	.00	255.00	.00
23-100-18-52811-155-000 Life Insurance	34.00	.00	3.46	13.84	20.16	40.71
23-100-18-52811-310-000 Office Supplies	116.00	.00	.00	.00	116.00	.00
52811 SARA	8,786.00	.00	648.02	2,592.08	6,193.92	29.50

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Expenditure Summary Report

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
23 CALENDAR YEAR 2023						
100 General Fund						
18 Emergency Government						
52812 Terrorism Consequence Management						
23-100-18-52812-206-000 Contract - Hazmat Team	3,600.00	.00	.00	3,600.00	.00	100.00
52812 Terrorism Consequence Management	3,600.00	.00	.00	3,600.00	.00	100.00
18 Emergency Government	68,841.00	.00	4,260.50	20,542.11	48,298.89	29.84

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Periods 04 - 04

LAW ENFORCEMENT COMMITTEE

EXP LAW ENFORCEMENT

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
23 CALENDAR YEAR 2023						
100 General Fund						
19 Coroner						
51250 Coroner						
23-100-19-51250-209-000 Contracted Services	50,000.00	.00	.00	17,436.75	32,563.25	34.87
23-100-19-51250-225-000 Telephone	1,200.00	.00	.00	.00	1,200.00	.00
23-100-19-51250-242-000 Print Management	20.00	.00	2.93	7.87	12.13	39.35
23-100-19-51250-310-000 Office Supplies	250.00	.00	.00	39.51	210.49	15.80
23-100-19-51250-314-000 Small Items of Equipment	100.00	.00	.00	.00	100.00	.00
23-100-19-51250-330-000 Travel	1,000.00	.00	.00	1,218.96	-218.96	121.90
23-100-19-51250-347-000 Medical Supplies	900.00	.00	.00	175.00	725.00	19.44
51250 Coroner	53,470.00	.00	2.93	18,878.09	34,591.91	35.31
19 Coroner	53,470.00	.00	2.93	18,878.09	34,591.91	35.31
100 General Fund	6,337,094.00	.00	487,613.89	1,925,338.02	4,411,755.98	30.38
23 CALENDAR YEAR 2023	6,337,094.00	.00	487,613.89	1,925,338.02	4,411,755.98	30.38