



**OFFICIAL MEETING PACKET OF THE
PARKS AND RECREATION COMMITTEE**

**CHAIRPERSON/TRUSTEE YEE LENG XIONG PRESIDING
DIRECTOR OF PARKS AND RECREATION SHAWN OSTERBRINK; STAFF
ADVISOR**

This regular monthly meeting of the Parks and Recreation Committee, during the 21st legislative session of the elected Board of Trustees, composed of five (5) appointed members, will convene at ***Weston Municipal Center, which is located at 5500 Schofield Avenue, Weston***, on **MONDAY, JUNE 25, 2018, at 4:30 p.m.**



**Village of Weston, Wisconsin
ATTENTION - NOTICE OF PUBLIC MEETING**

- Meeting:** PARKS AND RECREATION COMMITTEE
- Members:** Clark, Esker, Lewitzke, Sparks, Xiong (c)
- Ex-Officio:** Osterbrink, Mroczenski, Falkowski
- Date/Time:** Monday, June 25, 2018, at 4:30 p.m.
- Location:** Weston Municipal Center, 5500 Schofield Avenue, Weston, WI 54476
- Agenda:** The agenda packet will be sent out 3 days prior to the meeting.
- Attendance:** Parks and Recreation Committee Members and Department Directors, please indicate if you will, or will not, be attending so we may determine in advance if there will be a quorum.
- Questions:** **Shawn Osterbrink** **Jessica Falkowski**
sosterbrink@westonwi.gov jfalkowski@westonwi.gov
(715) 359-9988 **(715) 359-9988**

PLEASE NOTE THE FOLLOWING INFORMATION:

This notice was posted at the Municipal Center, and on the Village's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on 06/20/2018 @ 3:00 p.m. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may attend the above-noticed meeting to gather information. Should a quorum be other government bodies are present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting.

Any person who has a qualifying disability, as defined by the Americans with Disabilities Act, requiring that meeting or material to be in an accessible location or format, must contact the Weston Municipal Center at 715-359-6114, so any necessary arrangements can be made to accommodate each request.



VILLAGE OF WESTON, WISCONSIN

OFFICIAL MEETING AGENDA OF THE PARKS AND RECREATION COMMITTEE

TO THE HONORABLE TRUSTEE YEE LENG XIONG AND FOUR (4) APPOINTED MEMBERS OF THE COMMITTEE:
The following items were listed on the agenda in the Village Clerk's Office, in accordance with Chapter 2 of the Village's Municipal Code and will be ready for your consideration at the regular meeting of the Parks and Recreation Committee on Monday, June 25, 2018 @ 4:30 p.m., in the Village Board Room at the Weston Municipal Center, 5500 Schofield Avenue, Weston, WI. 54476.

A quorum of members from other Village governmental bodies (boards, commissions, and committees) may/might attend the above-noticed meeting to gather information. Should a quorum be other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553, 494 N.W.2d 408 (1993). No official actions other than those of the Parks and Recreation Committee shall take place. Wisconsin State Statutes require all agendas for Committee, Commission, or Board meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting.

AGENDA ITEMS.

1. Meeting called to order by Chairman Xiong.
2. Roll Call by Recording Secretary: Jessica Falkowski
 - a. Xiong
 - b. Sparks - absent and excused.
 - c. Lewitzke - absent and excused.
 - d. Esker
 - e. Clark
3. [Approval of minutes from previous meeting: May 29, 2018.](#)
4. Public Comments.

EDUCATIONAL PRESENTATIONS & REPORTS.

POLICY ISSUES - DISCUSSIONS/RECOMMENDATIONS.

5. [Aquatic Center Teen Night Prices](#)
6. [Water Aerobics Prices](#)
7. [Concession Stand Lease.](#)

FUTURE ITEMS

8. Meeting date(s) for 2018: All at 4:30 p.m.
 - a. July 23rd - Staff is requesting to cancel this meeting unless there is something that needs immediate attention.
 - b. August 27th
 - c. September 24th
 - d. October 22nd
 - e. November 26th
9. Topics for future meetings:

- a. 2019 Budget
 - b. Nuisance Ordinance
 - c. Noxious Weed Ordinance
 - d. Tree Ordinance
 - e. Sports Complex Feasibility Study
 - f. Parks Tour?
 - g. Aquatic Center Tour?
- 10. Remarks from Staff.
 - 11. Remarks from Committee Members.
 - 12. Announcements.
 - 13. Adjourn by 5:50 p.m.

Village of Weston, Wisconsin
MEETING MINUTES OF THE PARK & RECREATION COMMITTEE MEETING
Monday, May 29, 2018, at 4:30 p.m.

AGENDA ITEMS

1. Meeting called to order by Chairman Xiong @ 4:30 P.M.
2. Roll Call by Recording Secretary: Jessica Falkowski

Member	Present
Xiong, Yee Leng	YES
Clark, Katrina	YES
Esker, Roger	YES
Lewitzke, Lindsey	NO
Sparks, Wally	YES

Village Staff in attendance: Osterbrink, Falkowski (Clerk), Donner, Hodell, Meliska, and Weinkauf.

3. Approval of minutes from previous meeting: March 26, 2018

***M/S/P Esker/Clark: to approve the March 26, 2018 minutes.**

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 1 Result: PASS

Member	Vote
Xiong, Yee Leng	YES
Clark, Katrina	YES
Esker, Roger	YES
Lewitzke, Lindsey	--
Sparks, Wally	YES

4. Public Comments.

Friends of Everest Baseball, Natt Zuleger, was unable to attend meeting and would like to be put on a future agenda.

EDUCATIONAL PRESENTATIONS & REPORTS

5. Urban Forestry Management Plan – Shawn Osterbrink

Osterbrink presented and discussed the Forestry Management Plan that was completed by Kelli, from Bluestem Forestry Consulting in 2017. Sparks asked if we had sufficient number of staff to complete tasks in the maintenance plan. Osterbrink responded, depending on the time of year, yes. But, with the current zoning code requirements of street trees in subdivisions, no we cannot. The village requires developers to plant a certain number of street trees within a new subdivision and after one year the village is responsible for the

maintenance, removal, and replacement of those trees. Osterbrink also has concerns of earlier subdivisions that were developed, and trees planted but not maintained by the developer. Osterbrink stated that maintenance costs will be increasing and that a plan and budget need to be considered for the future.

Donner asked about the possibility of outsourcing some of the work such as pruning. Xiong and Sparks would like Osterbrink to get estimates to compare pruning costs of outsourcing versus village staff completing the work for the June or July 2018 meeting. Sparks stated that once estimates are in the numbers should also be presented to the Finance Committee to see if it is feasible to fund or if changes need to be made to accommodate the Village's budget and work load. For example, the village work with developers on the street tree requirements. Instead of planting all required trees before lots are sold wait until the lot is sold and construction is completed before planting the trees.

6. Review of Projects/Tasks for Parks and Recreation Committee and Parks Department 2018– Shawn Osterbrink

Osterbrink discussed and updated the committee on projects and tasks the department is currently working on and plan to complete in 2018. Projects included in the discussion were: Tree Ordinance, Aquatic Center Concession Lease, Pepsi Service Agreement, CIP Budget Items, and Tree Growth Award.

7. Canoe and Kayak Launch Development on Highway J– Shawn Osterbrink

Osterbrink gave an update on the project. The Village received the property from Darrell Will at no cost and the Village received a grant of \$33,000 from Marathon County Impact Fund to go towards the development of the launch. Osterbrink submitted an additional grant to the DNR May 1st. Committee is concerned with additional budget costs and work load of this project and to check with the Finance Committee and see if this is something the village can afford to construct in 2019.

POLICY ISSUES – DISCUSSIONS/RECOMMENDATIONS.

8. Food Truck Rally at Kennedy Park on June 24

Staff and committee discussed the Food Truck Rally that is to be held on June 24, 2018 at Kennedy Park. Staff mentioned the letter and emails that staff received from Nick O'Brien and explained the Village's involvement so far, responsibilities, and expenses. Committee requested this item to be presented at the Tourism & Commission Committee and to postpone event.

***M/S/P Sparks/Esler: to postpone the Food Truck Rally Event at Kennedy Park, June 24, 2018.**

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 1 Result: PASS

Member	Vote
Xiong, Yee Leng	YES
Clark, Katrina	YES
Esker, Roger	YES
Lewitzke, Lindsey	--
Sparks, Wally	YES

9. Urban Forestry Management Plan

Discussion was held under the Educational Presentations & Reports. No action was taken.

10. Boulevard Trees in New and Existing Subdivisions and Commercial Developments

Staff and committee discussed the maintenance aspect of boulevard trees in new and existing subdivisions and commercial developments. Staff gave suggestions of possibly involving property owners to pick the type of tree species to be planted in the boulevards of their property and to work with developers to plant trees after lot is sold and construction is completed. No action was taken.

11. Facility Use Agreement

Osterbrink discussed the current draft of the Facility Use Agreement. Committee recommend the draft be reviewed by the Village Attorney.

***M/S/P Sparks/Esker: to recommend approval of policy subject to review by Village Attorney and recommend to Village Board**

Yes Vote: 4 No Vote: 0 Abstain: 0 Not Voting: 1 Result: PASS

Member	Vote
Xiong, Yee Leng	YES
Clark, Katrina	YES
Esker, Roger	YES
Lewitzke, Lindsey	--
Sparks, Wally	YES

12. Memorial Policy

Osterbrink discussed the Memorial Policy and if there is a recommendation to have a policy in place. The committee is satisfied with the current procedure of approving a Memorial by review by the Parks & Recreation Committee and approval from the Village Board, so no action was taken.

FUTURE ITEMS

13. Meeting date(s) for 2018: All at 4:30 p.m.

- a. June 25th**
- b. July 23rd**
- c. August 27th**
- d. September 24th**
- e. October 22nd**
- f. November 26th**

14. Topics for future meetings.

- a. 2019 Budget**
- b. Nuisance Ordinance**
- c. Noxious Weed Ordinance**
- d. Tree Ordinance**
- e. Parks Tour?**
- f. Aquatic Center Tour?**

15. Remarks from Staff

Osterbrink has nothing further.

16. Remarks from Committee Members.

Sparks will be unable to attend the June 25th meeting.

17. Announcements.

- a. All Officials/Employee Spring Picnic June 8, 2018 at Machmueller Park at 6:00 p.m.**

18. Adjournment.

Chairman Xiong adjourned the meeting at 5:56 p.m.

Jessica Falkowski, Recording Secretary

**VILLAGE OF WESTON, WISCONSIN
AGENDA ITEM COVER SHEET**

DESCRIPTION: New entrance fees for Teen Night

FROM: Bradley Mroczenski, Aquatic Center Manager

ACTION:	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Proclamation
	<input type="checkbox"/> Deny	<input type="checkbox"/> Policy	<input type="checkbox"/> Report
	<input type="checkbox"/> Expenditure	<input type="checkbox"/> Procedure	<input type="checkbox"/> Resolution

QUESTION: Should the Park and Recreation Committee recommend approving new entrance fees for Teen Night?

BRIEF: Currently, the fee for Teen Night is \$2 per person unless you hold an active season pass. Season pass holders can enter the event for free. Expenditures for the event are staffing of 9 lifeguards, lighting, chemicals and electricity to run slide/main motors. We also bring in a DJ that runs \$300 per event plus \$150 for advertising with WIFC and for Belky to attend the event. For the three seasons prior to last year's Teen Night we averaged about 125 people per teen night. Last season we saw a dramatic spike in attendance to about 450 attendees. Because of this spike and some incidents that occurred, we will also add a new expense this year which will be having an EMPD officer on site as well as other Village staff to help monitor the crowd.

As expenses continue to grow on a yearly basis, the emphasis to find new revenue or increase revenue streams also grows. We propose to increase prices from \$2 for general public to \$4 and charge \$2 for season pass holders for this special event. Because this is a special event and added expenditures are involved with the event, we do not feel the season pass should allow free entry but instead allow for a discounted entrance fee.

The hope is that if attendance continues to stay high, that with increased entrance fees we may be able to offset the additional costs of running the special event and potentially turn a small profit.

FISCAL IMPACT: Potential for increased revenue and offsetting the expenses of the Special Event

RECOMMEND: Staff recommends that the committee approve the request to establish a new entrance fee for Teen Night

PRIOR REVIEW: Previous discussion at the March 2018 Park and Recreation Committee meeting.

REQUEST:

Is there an additional briefer with this agenda item?

Are there additional reference documents which have been attached to this report?

**VILLAGE OF WESTON, WISCONSIN
AGENDA ITEM COVER SHEET**

DESCRIPTION: Water Aerobics Session Fees

FROM: Bradley Mroczenski, Aquatic Center Manager

ACTION:	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Proclamation
	<input type="checkbox"/> Deny	<input type="checkbox"/> Policy	<input type="checkbox"/> Report
	<input type="checkbox"/> Expenditure	<input type="checkbox"/> Procedure	<input type="checkbox"/> Resolution

QUESTION: Should the Park and Recreation Committee recommend approving the development of a new fee for Water Aerobics at the Weston Aquatic Center

BRIEF: We will be adding a new program to the Weston Aquatic Center in the effort of adding additional revenue sources as well as increasing the awareness of what our facility has to offer. The current plan for water aerobics is to offer it twice per week to see the interest that comes from it. If there is a lot of interest, we will look at adding additional classes in the seasons to come.

I have worked with Melani Lemanski and Sara Pinsonneault to establish a program over the last few months. Melani has provided the basics of the program setup and Sara has helped to introduce a few staff who want to teach the classes. Sara has also been working with me in developing how to run classes and set up class offerings. When talking with Melanie, she mentioned that the average cost of a class ranges from \$3-\$5 per session. We agreed that \$4 would be a fair fee for each class.

The current plan is to have patrons do a "drop in" when interested in the class. This would allow patrons to come when it fits into their schedule as opposed to signing up for a set number of classes. All patrons for the classes would need to pay the \$4 class fee, regardless of holding a season pass. We look to kick off the classes the week of July 9th.

FISCAL IMPACT: Potential additional revenue source

RECOMMEND: Staff recommends that the committee approve the fee of \$4 for each water aerobics class.

PRIOR REVIEW: Staff has discussed this with the committee previously as an additional programming idea.

REQUEST:

Is there an additional briefer with this agenda item?

Are there additional reference documents which have been attached to this report?

**VILLAGE OF WESTON, WISCONSIN
AGENDA ITEM COVER SHEET**

DESCRIPTION: Concession Stand Lease

FROM: Shawn Osterbrink, Director of Parks, Recreation and Forestry

ACTION:	<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Proclamation
	<input type="checkbox"/> Deny	<input type="checkbox"/> Policy	<input type="checkbox"/> Report
	<input type="checkbox"/> Expenditure	<input type="checkbox"/> Procedure	<input type="checkbox"/> Resolution

QUESTION: Should the Park and Recreation Committee recommend approving the Weston Aquatic Center Concession Stand Lease with Steve and Janessa Cronin for the 2019 – 2021 seasons?

BRIEF: The current operator of the concession stand at the Aquatic Center has expressed interest in extending their lease. The current lease period is from 2016 through September 30, of 2018. Staff has updated the current lease to cover the 2019 to 2021 seasons. Staff is bringing this to the committee to review now to make sure we have an operator for next year and beyond. We have not received any complaints from patrons regarding the concession operation and staff has not had any issues with the current operators. Payments received for 2017 include \$5872.00 in lease payment, \$1,500.00 for utilities and \$216.78 for garbage. They received a credit of \$1396.00 from the village due to the 349 people who held birthday parties at the aquatic center last season. Payments for 2016 include \$6321.00 lease payment, \$1500 utilities and \$210 or garbage. They received a credit of \$1740.00 from the village due to the 435 people that held birthday parties at the aquatic center in 2016.

FISCAL IMPACT: N/A

RECOMMEND:

- Recommend the lease as presented.
- Recommend the lease with changes.
- Recommend review of the lease by another committee.
- Not recommend the lease.
- Take no action.

PRIOR REVIEW: None

REQUEST: Recommend approval of the concession stand lease.

Is there an additional briefer with this agenda item?

Are there additional reference documents which have been attached to this report?
Concession Stand Lease

**WESTON AQUATIC CENTER
CONCESSION STAND OPERATION**

LEASE

THIS LEASE, made this _____ day of _____, 2018 by and between the Village of Weston, a Wisconsin municipal corporation hereinafter referred to as “Weston,” and Steven and Janessa Cronin, of Weston, Wisconsin, hereinafter referred to collectively as “Cronin.”

WITNESSETH:

That Cronin desires to lease from Weston the premises hereinafter described for the period, at the rental, and upon the terms and conditions hereinafter specifically set forth.

Article 1. DEMISED PREMISES

Weston leases to Cronin the Operator’s Equipment listed in Exhibit 1 and the concession stand located at the Weston Aquatic Center, Kennedy Park, Village of Weston, Marathon County, Wisconsin (hereinafter referred to as the “Demised Premises”), including a non-exclusive easement to use the driveways, sidewalks, and parking areas and common areas within the building and pool area to access the concession stand.

Article 2. TERM OF LEASE

The term of this Lease shall commence on _____, 2018 and terminate at midnight on September 30, 2021.

Article 3. RENT

Cronin agrees to pay Weston 10% of the total gross revenues (excluding sales taxes) from the sale of any and all items sold from the concession operation as rent for the use and occupancy of the Demised Premises. On or before September 30, of each year, Cronin shall submit to Weston a detailed financial statement of all sales along with payment of rent in full. Weston may request, and Cronin shall permit, a review of Cronin’s financial records to verify the financial statement. Should Cronin collect any additional revenue from the concession operation after September 30, Cronin will pay the difference not later than 30 days following termination of the Lease.

Article 4. SERVICES

Cronin shall pay for all telephone use. Weston shall not be liable for any losses, injuries or damages incurred by Cronin due to an interruption in the supply of any utility service occasioned by the necessity to repair the utility service or any malfunction of the service. Cronin agrees to pay \$1,500.00 for utilities associated with the concession operations and half of the annual garbage service for the Weston Aquatic Center. All payments are due on or before

November 30, of each year.

Article 5. MAINTENANCE AND REPAIR

Cronin shall maintain the Demised Premises in good order and repair and in as good order and repair as it was at the commencement of this Lease, reasonable wear and tear excepted, and shall not cause or permit any waste, damage or injury to the Demised Premises or any other part of the Weston Aquatic Center. Any damage to the Demised Premises beyond normal wear and tear shall be repaired or replaced by Cronin at their expense. Weston must approve, in writing, all remodeling projects prior to commencement of said improvements. Cronin shall pay the cost of remodeling or redecorating the Demised Premises for the purpose of making it suitable for their intended use. Weston shall deliver the Demised Premises in a “ready for operation” condition.

Article 6. LIABILITY FOR DAMAGE TO LESSEE’S PROPERTY

Weston shall not be liable to Cronin for any damage from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any cistern, tank wash stand, water closet or waste pipe in, upon or about the Weston Aquatic Center or the Demised Premises. Weston shall not be liable for any damage arising from the negligence of Cronin or any of their agents or employees.

Article 7. PURPOSE

The Demised Premises is to be used by Cronin for the purpose of conducting retail sales of refreshments during all regularly scheduled hours of operation of the pool. Weston agrees not to allow other food and drink vendors into the swimming pool area without permission from Cronin. Cronin shall have right of first refusal for catering any private parties. Catering revenues shall be included in the total gross revenue per Article 3. Drinks shall be dispensed only in cups of paper or plastic composition or in aluminum cans. No drinks shall be dispensed to patrons in glass containers.

It is understood and agreed Cronin shall have complete control of the operation of the concessions so long as the menu and pricing of the products are in accordance with market conditions. Weston shall provide and make available tables and chairs in the concessions area of the pool. Cronin agrees to clean the tables, chairs, and deck area surrounding the concession stand on a regular and daily basis.

Cronin agrees to hire and supervise all concession stand employees and insure reasonable standards of service and conduct.

Article 8. ORDINANCE, RULES & REGULATIONS

It is understood and agreed that Cronin shall, at its sole cost and expense, comply with all

of the requirements of the State of Wisconsin Board of Health and municipal, state and federal authorities in force at and during the term of the Lease pertaining to said concession operation, and shall faithfully observe in the use of the Demised Premises all municipal ordinances, zoning ordinances, and state and federal statutes in force at and during the term of this Lease. Cronin agrees to act in conformance with the requirements of its public liability insurance.

Article 9. HOURS OF OPERATION

It is understood and agreed by and between the parties hereto that the demised premises shall be operated from Memorial Day until the closing of the pool, around Labor Day. This shall not prohibit Cronin to be open earlier, or stay open later than the aforementioned dates. Cronin further agrees to open not later than 11:00 a.m. and will close not earlier than 8:00 p.m. during the swim season, except in circumstances when the entire pool has been closed due to weather.

Article 10. RIGHT OF ACCESS

Cronin shall permit Weston and its designated agents to enter into the Demised Premises or any part thereof, anytime, for the purpose of examining or inspecting same; or making such repairs or alternations as may be necessary for the safety or preservation thereof or for the purpose of showing the Demised Premises to prospective tenants or purchasers.

Article 11. SALE BY LESSOR

If Weston transfers or sells the Demised Premises, such sale or transfer shall be subject to this Lease. All of Weston's covenants and obligations contained herein shall run with the land and shall be binding upon the subsequent owner or owners thereof and such transferees from Weston shall assume the obligation of Weston hereunder.

Article 12. ASSIGNMENT OF LEASE

Cronin agrees not to assign or sublet this Lease of the Demised Premises without Weston's prior written consent. The waiver of any covenant of this Lease by either party thereto shall be limited to the particular instance and shall be not deemed to waive any other provision of this Lease; the acceptance by Weston of rent from an assignee shall not constitute a waiver of the provision of the Lease requiring the consent of Weston to an assignment or subletting by Weston, nor shall such acceptance of rent from an assignee relieve in any manner (except to the extent of such payment of rent) Cronin from any of the obligations or covenants to be performed by Cronin under the terms of this Lease.

Article 13. SAVE HARMLESS - PUBLIC LIABILITY INSURANCE

A. Cronin shall insure and keep insured the Demised Premises with a public liability policy of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) per accident. The policy shall name Weston as an additional insured. The purpose of the policy is to protect Weston and Cronin from any damage by virtue of ownership or operation of the Demised Premises. Such insurance shall provide ten (10) days written notice

to be given to Weston before any cancellation thereof. Cronin shall deposit with Weston a copy of such insurance executed by Cronin's insurance carrier naming Weston as an additional insured.

B. Cronin shall insure and keep insured its personal property.

C. Cronin agrees to indemnify and hold harmless Weston from and against any and all claims, suits, actions, damages and/or causes of action arising out of Cronin's use of the Demised Premises.

D. Weston agrees to indemnify and hold harmless Cronin from and against all claims, suits, actions, damages and/or causes of action arising from operation of the swimming pool, playgrounds, bathhouse, parking lot and all areas not connected with the concessions operation.

Article 14. FIXTURE: ALTERATIONS

Cronin may install removal partitions, counters, racks, shelving and equipment and fixtures incidental to their use of the Demised Premises, all of which may be removed by Cronin upon expiration of this Lease or any renewal thereof, provided that Cronin shall leave said premises in good condition and substantially as it was before said removal, normal wear and tear excepted. All fixtures erected in or attached to the Demised Premises by Cronin may be removed by Cronin anytime, provided, (a) Cronin shall not then be in default in the performance of any of its agreements herein; (b) that such removal shall not permanently injure the building and that the Demised Premises is restored in as good condition as it is now, normal wear and tear excepted; and (c) that the removal shall be made before the expiration of this Lease or any extension thereof. However, Cronin shall not make any major repairs, alterations, additions or improvements to the Demised Premises without Weston's prior consent.

Article 15. DEFAULT

Nonpayment of rent or any monies due as provided in this Lease or failure to abide by any of the terms and conditions of this Lease shall constitute a default and Cronin shall immediately vacate the Leased premises. If Cronin fails to remove any trade fixtures or other property within thirty (30) days following such default, expiration of Lease or voluntary removal, then and in that event, the said fixtures and property shall be deemed abandoned by Cronin and shall become the property of Weston.

Article 16. SURRENDER OF DEMISED PREMISES

Cronin shall, at the termination of this Lease, by lapse of time or otherwise, surrender up said Demised Premises in good order and condition, ordinary wear and tear excepted.

Article 17. VILLAGE AUTHORITY

It is hereby agreed between the parties that except the time herein specified, Weston shall have complete control of the Demised Premises and Cronin shall only be allowed the use of the Demised Premises for the above-specified events. It is further agreed, that Weston shall have complete authority to prescribe rules and regulations for the use and operation of the Demised Premises. Cronin agrees to abide by the policies of Weston presently in effect or hereafter adopted in connection with the use of the Demised Premises as long as notice of such policies have been provided to Cronin. If in Weston's opinion, the food quality is not suitable, Weston shall notify Cronin in writing of the problem and Cronin shall immediately correct the problem. If the food quality continues to be unsuitable, Weston shall have the right to cancel the contract, not earlier than ten (10) days prior to the initial notification. Failure of Cronin to comply with the requirements of this paragraph shall constitute an immediate default requiring the surrender of the premises forthwith.

Article 18. NOTICES

Any notice from one party to the other hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed, enclosed in a registered or certified postage paid envelope, addressed to the respective addresses hereinafter stated:

To Weston at: Village of Weston
 5500 Schofield Avenue
 Weston, WI 54476

To Cronin at: Steven and Janessa Cronin
 5402 Hewitt Avenue
 Weston, WI. 54476

Either Weston or Cronin may at any time change such addresses by delivering or mailing, as aforesaid, notice of at least ten (10) days prior to the effective date of such change to the other party.

Article 20. COVENANTS BINDING

All the covenants, agreements, conditions, and undertakings herein contained shall extend to and be binding on the successors and assigns of the respective parties hereof as if they were in all cases named.

Article 21. MISCELLANEOUS

(a) If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provision of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(b) The headings of the respective paragraphs of this Lease are for convenience only and are not intended to nor shall they limit the provisions contained in said paragraphs.

(c) This Lease shall be governed and construed according to the laws of the State of Wisconsin.

(d) This Lease consisting of 21 Articles and five (5) pages contains the entire agreement between the parties and cannot be changed or supplemented orally.

IN WITNESS WHEREOF, the said parties have hereunto, interchangeable, set their hands and seals the day and year first above written.

LESSOR:

Village of Weston, a Municipal Corporation

Village President

Village Administrator

Village Clerk

Director of Parks, Recreation & Forestry

LESSEE:

Steven Cronin
5402 Hewitt Avenue
Weston, WI 54476

Janessa Cronin
5402 Hewitt Avenue
Weston, WI 54476

**END OF
PACKET**