



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2918
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www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD
Wednesday, January 17, 2024
6:30 PM
South Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. November 28, 2023 Minutes
- 3) Resolutions
Action requested: review and recommend approval
 - a. **RESOLUTION 4099** Resolution MTLL Baseball Dedication Agreement MOU 2023-Rennicke Cages
- 4) Discussion and Possible Action
 - a. Comprehensive Park, Recreation and Open Space Plan
- 5) Adjourn

Dated: January 17, 2024

/s/ Jason Cain, Chair

.....
Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Parks Department Office at 262-236-2945 Monday through Friday 8:00 am – 4:30 pm.



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Tuesday, November 28, 2023

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Alderman Gregg Bach
 Board Member Peter Bratt
 Board Member James Lysaught
 Board Member Anton Usowski
 Board Member Gerald Vite
 Vice Chair Breanne Plier -- **Absent**
 Chair Jason Cain -- **Excused**
 Alderman Brian Parrish -- **Excused**
 Board Member David Wolfson -- **Excused**

Also present: Parks and Forestry Superintendent Gies, Administrative Assistant Schlereth, and resident Jennifer Wirth (12517 N Emily Lane).

2) Approval of Meeting Minutes

a. August 16, 2023, Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

AYES: Bach, Bratt, Lysaught, Usowski, Vite

ABSENT: Plier

EXCUSED: Cain, Parrish, Wolfson

Attachment: 11-28-2023 POSB (9074 : November 28, 2023 Minutes)

b. September 20, 2023, Minutes

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Vite

AYES: Bach, Bratt, Lysaught, Usowski, Vite

ABSENT: Plier

EXCUSED: Cain, Parrish, Wolfson

3) Resolutions

Action requested: review and recommend approval.

- a. **RESOLUTION 4098** A Resolution Approving Award of a Contract for Construction of the Combined Concession and Restroom Facility at Lemke Park to Altius Building Company of Milwaukee, Wisconsin in an Amount Not-to-Exceed \$984,500

The bid date was moved to November 16th due to the site needing a percolation test (perc test). The soil did not perc, meaning the soil does not absorb and/or treat effluent fast enough to install a mound septic system. The Lemke site will need a holding system.

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Usowski

AYES: Bach, Bratt, Lysaught, Usowski, Vite

ABSENT: Plier

EXCUSED: Cain, Parrish, Wolfson

4) Discussion and Possible Action

- a. CIP-Budget

- b. Annual Report 2023

Alderman Gebhardt's name will be added to the 3rd page of the Park and Open Space Board 2023 Annual Report.

Park and Open Space Board (POSB) December 18th meeting board will discuss and review the Request for Proposal (RFP) for 2024 update to the POSB compensation plan.

Attachment: 11-28-2023 POSB (9074 : November 28, 2023 Minutes)

5) Adjourn

a. Motion to Adjourn at 7:19 PM

RESULT: **Approved by Voice Acclamation [Unanimous]****MOVED BY:** Board Member Vite**SECONDED BY:** Board Member Lysaught**AYES:** Bach, Bratt, Lysaught, Usowski, Vite**ABSENT:** Plier**EXCUSED:** Cain, Parrish, Wolfson

Respectfully Submitted,

*Ren Schlereth**Administrative Assistant*

Attachment: 11-28-2023 POSB (9074 : November 28, 2023 Minutes)



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Office of Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 17, 2024
SUBJECT: RESOLUTION 4099 Resolution MTLL Baseball Dedication Agreement
MOU 2023- Rennieke Cages

Background

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured funding and expressed interest in making improvements in the form of a new batting cage at Rennieke Field in Community Park.

The current batting cage at Rennieke consists of a gravel base surrounded by timbers and mesh netting strung between metal poles. Private funds from MTLL/Mequon Heat, makeup the sole donation towards the new cage. No additional monetary participation is needed to complete the project. The batting cage will improve the overall user experience of Rennieke ballfield. Rennieke Field sees considerable use throughout the season by (7) different park stakeholders. Including being the primary home field of Homestead boys' baseball! The batting cage will benefit multiple user groups and can be considered an upgrade to existing facilities. Attached is the signed Dedication Agreement executed by MTLL/Heat.

Analysis

Based on preliminary analysis there are no zoning issues with the proposed location of the fences. A building permit is required from the Inspections Division prior to construction being started.

The batting cage will be constructed of metal posts that will be reset to secure the mesh netting. The largest upgrade will consist of a 4" concrete base pad being poured, and synthetic turf being adhered to the new concrete. The pad will be 20'x 80'. The cage will be constructed in the same area as the current cage, having no further impact in the park. Additionally, more gravel will be brought in to slightly raise the grade of the pad allowing for better drainage. Restoration will be completed at the end of the end of project.

Steven Wirth or Jack Blume, representatives from MTLL/Heat are the liaisons for MTLL/Heat and will have a representative attend the meeting for further information and discussion.

Fiscal Impact

MTLL has estimated that the costs associated with the construction of the fences will be approximately \$15,000. All additional or other expenses associated with the project will be incurred directly by MTLL/Heat. The City of Mequon will not cost participate in any further costs associated with completion of the project.

As a note: The City of Mequon has no mechanism for holding donated funds for the project. Staff would suggest that MTLL/Heat seek the help of the Mequon Community Foundation if needed to hold any funds until completion of the project.

Recommendation

Staff suggests that the Park and Open Space Board (POSB) review and consider approval of the donation of the batting cage upgrade to Rennie Field.

Attachments:

23_1221 Letter Request Rennie Donation 2024 (PDF)

Rennie Slab-flattened 2024(PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4099

Resolution MTLL Baseball Dedication Agreement MOU 2023- Rennieke Cages

**DEVELOPMENT and DEDICATION AGREEMENT
FOR
DUGOUT CANOPY IMPROVEMENTS AT ROTARY AND RIVER BARN PARKS**

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 21st day of December 2023, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL) ("MTLL") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Rennieke Field and Community Park are part of the CITY's park system and are under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies Community Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for Community Park within the Park Plan; and

WHEREAS, MTLL utilizes Rennieke Field at Community Park; and

WHEREAS, MTLL has indicated a need for batting cage replacement to enhance the game experience at Rennieke Field (the "Project"); and

WHEREAS, MTLL proposes to replace the existing 20'x80' cage, at its sole cost of construction; and

WHEREAS, adding infrastructure to a public park facility results in maintenance costs to the CITY upon construction of said infrastructure; and

and

WHEREAS, without the MTLL Project, the City would not incur these maintenance costs;

WHEREAS, MTLL has agreed to donate the infrastructure to the City and participate in ongoing operation and maintenance responsibilities and cost; and

WHEREAS, MTLL has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs

to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I OBLIGATIONS OF THE PARTIES

1. MTLL shall construct, at its sole cost and expense, the Project within Rennie Field and Community Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.

2. The Project will be managed by MTLL under the oversight of the CITY.

3. After the Project is fully completed (as determined by the CITY) MTLL shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.

4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from MTLL, both monetary and in-kind, of the ongoing maintenance requirements for the Project.

5. CITY will provide reasonable access to MTLL at Rennie Field and Community Park for the construction of the Project.

6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.

7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.

8. MTLL shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL shall be solely responsible for marking all underground utilities prior to the Project and shall be responsible for any damage that may occur as part of the

construction.

9. Any easement that may be required for the installation of private utilities requires Common Council approval.

10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.

11. MTLL shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

12. Should CITY renovate Rennie Field or Community Park to the extent that the batting cages are impacted, MTLL is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of MTLL. MTLL makes the following representations and warranties:

(1) MTLL is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(2) MTLL will cause the Project to be constructed in accordance with the terms of

this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL or its contractors shall maintain, until CITY's acceptance of the dedication of the Project, Commercial general liability insurance covered under a comprehensive general liability policy including contractual liability issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death, property damage and other risks and casualties. Each Insurance Policy shall require the insurer to provide at least thirty (30) days prior written notice to the CITY of any material change or cancellation of such policy. The CITY shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. MTLL further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL's failure to comply with any of the provisions of this Agreement or of law, MTLL shall indemnify and hold the CITY harmless from any and all claims and judgments for damages, and from costs and expenses to which the CITY may be subjected or which it may suffer or incur by reason thereof, provided; however, that the CITY shall provide to MTLL promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL acknowledges and agrees that it is not entitled to any just compensation

for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL or the CITY in this Agreement, or any document or financial statement delivered by MTLL pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(b) Except as provided for in (a), MTLL or the CITY shall breach or fail to perform timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following written notice thereof from the other party; however, if the breach or failure was not the result of an intentionally wrongful act or omission of the breaching party and the breach or failure cannot be cured using commercially reasonable and diligent efforts within such 30-day period but could, with additional time, be cured using commercially reasonable and diligent efforts, such 30-day cure period shall be extended for the period reasonably necessary to cure if (and for such period as) (i) the breaching party uses commercially reasonable and diligent efforts during such 30-day period; (ii) the breaching party continues to use all commercially reasonable and diligent efforts to cure after such 30-day period; and (iii) such efforts are adequate to ensure a cure; or

(c) Construction of the Project shall be abandoned (no material work having been completed) for more than ninety (90) consecutive days after commencement, or if the Project is not completed on or before the deadlines set forth in this Agreement, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced; or

(d) If MTLL shall cease to exist; or

Except as otherwise set forth in this Agreement, upon the occurrence of any Default, without further notice, demand or action of any kind by the non-defaulting party, the non-defaulting party may, at its option, pursue any or all of the rights and remedies available at law and/or in equity against the defaulting party and/or the Project. The non-defaulting party shall also have the right to suspend performance of any of its obligations or covenants under this Agreement and/or to terminate this Agreement. Except as otherwise set forth herein, no remedy herein conferred upon the non-defaulting party is

intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of the non-defaulting in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

MTLL shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL, shall be paid by MTLL to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without

impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of MTLL is addressed to or delivered personally

to: Steven Wirth
12517 N. Emily Lane
Mequon, WI 53092

- (b) in the case of CITY is addressed to or delivered personally to:

Mr. William H. Jones, Jr., City Administrator
City of Mequon
11333 N. Cedarburg Rd.
Mequon, WI 53092

With a Copy to:

Mr. Brian C. Sajdak, City Attorney
Wesolowski, Reidenbach & Sajdak, S.C.
11402 W. Church St.
Franklin, WI 53132

or at such other address with respect to any such Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 4.9 Force Majeure. As used herein, the term "Force Majeure" shall mean any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by CITY with respect to obligations of CITY under this Agreement), alteration, strike or lockout, picketing (whether legal or illegal), inability of a Party or its agents or contractors, as applicable, to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such Party or its agents or contractors, as applicable. No Party to this Agreement shall be in default hereunder for so long as such Party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence.

Section 4.10 Compliance. Nothing contained in this Agreement is intended to or has the effect of releasing MTLL, its successors and/or assigns, from compliance with all applicable

laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

Section 4.11 Amendment. This Agreement may be rescinded, modified or amended, in whole or in part, by mutual agreement of the Parties hereto, their successors and/or assigns, in writing signed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date indicated.

CITY OF MEQUON

Dated: _____

BY: _____
Andrew Nerbun, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon-Thiensville Little League/Mequon Heat, LLC

Location: Milwaukee WI

Contact info: <mailto:jackblume21@gmail.com> jackblume21@gmail.com <mailto:jackblume21@gmail.com>
Date: 2023.12.21 16:11:47

Digitally signed by Jack Blume DN:
c=US,
e=jack.blume@casestudios.com, cn=Jack
Blume

Reason: I agree to the terms defined by the
placement of my signature on this document

Approved by: Andrew Nerbun, Mayor

Date Approved: January 17, 2024

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 17, 2024.

Caroline Fochs, City Clerk

December 21, 2023

Mike Gies
Parks and Forestry Superintendent
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Rennicke Field Batting Cage

Approval Packet

Dear Mike:

Mequon Thiensville Little League/Mequon Heat hopes to make improvements to the batting cage at Rennicke Field and is looking to obtain City Council approval.

The current cage is single lane and includes netting attached to steel poles and has a gravel floor for the surface. The floor gets rutted by users over the course of its life and damages baseballs as they hit the surface. Additionally, the poles, while in good working condition, have leaned toward the center of the cage.

The proposed improvements are to pour a 4" concrete slab in the entire lane and cover it with indoor/outdoor turf. To extend the life of the turf to its fullest extent, we will cover the hitting area with a hitting mat.

Procedurally, the existing gravel will be leveled, with gravel being added to raise and allow for a consistent base. The poles will be straightened prior to the concrete work. The 4x4 wood borders will be removed. Following the concrete pour, topsoil and seed will be applied to the edge to blend in with the existing grass.

The anticipated costs for these improvements are approximately \$15,000 for the concrete and finishing and \$0 for the turf, as it is being donated. The divider net and mats will cost approximately \$6,000, although the existing net may be repaired and not replaced. The total donated value for the work will be \$5,000.

Should the Council approve this request in January, we still hope to have this work executed before the spring high school season.

Attached to this letter is an aerial photograph showing the work area, as well as the proposed dedication agreement. I believe this fulfills the required information, but please let me know if you need anything else.

Sincerely,

Jack Blume-MTLL/Mequon Heat

Rennicke Field Batting Cage

Concrete slab dimensions

The spacing of the existing net poles is 15'-0" x 75'-0".
The proposed 4" slab is to be 20'-0" x 80'-0", with the slab extending equally beyond each pole (2'-6" in each direction).
The existing 4x4 perimeter will be removed and topsoil and seed will be applied to blend in with the existing turf.

3.a.b

Legend

Attachment: Rennicke Slab-flattened 2024 (RESOLUTION 4099 : MTLL Baseball Dedication Agreement

Google Earth

Image Landsat / Copernicus

50 ft

Packet Pg. 16



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Office of Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 17, 2024
SUBJECT: Comprehensive Park, Recreation and Open Space Plan

Background

In 2024 the Comprehensive Park, Recreation and Open Space Plan is due for an update. As the Park and Open Space Board is familiar with in 2019 the Board went through the existing Comprehensive Plan and discussed unnecessary, redundant, and inconsistent information within the existing plan and moved to consolidate that information with the intent that the information would be a part of the 2019 update. The POSB worked diligently in 2019, to update the existing plan, so hopefully this update isn't as arduous. In the 2023 budget request the Park and Open Space Board was successful in its request for \$40,000 to be allocated from ARPA funding to subsidize the cost of the necessary 2024 update. The update again would potentially include three planning tasks as part of the scope of services in the 2024 request for proposals.

- Task 1- Comprehensive Park, Recreation & Open Space Plan Update
- Task 2- Playground Inventory and Maintenance Assessment
- Task 3- Park Impact Fee Review

Analysis

Once the Park and Open Space Board approve the scope of services the next step in the process is to release the formal RFP to the consultant list. Upon the receipt of the proposals, a review team will be presented with the proposals where the initial review and rating may be completed. At the February, Park and Open Space meeting the information will be compiled for review by the entire Board with a recommendation for Contract Award.

Fiscal Impact

All work must be completed in the 2024 calendar year. \$40,000 is what was allocated for at least task 1 to be completed if not tasks 2 and 3 as well.

Recommendation

Staff would recommend that the Board review and approve the scope of services, so staff may move forward with issuing a formal Request for Proposal.

Attachments:

Request for Proposal 2024 scope POSB Comp Plan (PDF)



**REQUEST FOR PROPOSAL
CITY OF MEQUON PARK AND OPEN SPACE BOARD
2024 UPDATE: COMPREHENSIVE PARK, RECREATION & OPEN SPACE PLAN**

The City of Mequon Park and Open Space Board is seeking proposals from a select group of qualified consultants for the preparation of an update to its Comprehensive Park, Recreation and Open Space Plan.

Scope of Services:

At a minimum, planning services should include the following items: review, update, revise, and bring new ideas for consideration of innovative new trends. The consultant should feel free to expand items as necessary in preparing the proposal.

Task 1* – Comprehensive Park, Recreation & Open Space Plan Update

Efforts to update the existing plan include, but are not limited to the following:

- Attend a kickoff meeting at the February 21, 2024, Park and Open Space Board meeting.
- Compile feedback regarding the existing from the Park and Open Space Board and City Staff to utilize for the updated document and to serve as the Citizen Committee Public Input.
- Utilize user group surveys previously conducted by the Park and Open Space Board to serve as the Informal Public Input.
- Provide standardized survey questions for an online resident survey platform to serve as the Needs Assessment Survey Public Input. Survey questions shall be provided first in draft form to be approved by the Park and Open Space Board and ultimately established in an online resident survey platform (i.e. SurveyMonkey) which includes analysis capabilities.
- Work with the Park and Open Space Board to either update the existing or generate new goals and objectives which are specific, measurable, achievable, results-focused, and time-bound.
- Update the existing document, dated 2019, in conformance with the Wisconsin Department of Natural Resources Bureau of Community Assistance Guidelines for Development of Local Comprehensive Outdoor Recreation Plans.
- In the document update, streamline the format of the document to eliminate duplicity, consolidate information, and provide an easy to read, user-friendly plan.
- Present a draft document in a Public Meeting and subsequently to the Park and Open Space Board to serve as the Public Meetings and Workshop Public Input.
- Attend meetings as outlined.

*The City of Mequon reserves the right to award a contract for Task 1 only.

Task 2 – Playground Inventory and Safety Assessment and Recommendation Analysis

There are six existing playground structures with the City of Mequon parks and open spaces. All but one of the structures currently exist within one of the Mequon Park systems, Community Parks. The only exception is the play structure in Riverview Park.

The Park and Open Space Board is looking to undertake a needs assessment plan that will incorporate the long and short term recommendations to make the play structures both safe and compliant from now and into the future, as well as the costs attributed with doing so. Needs assessment for long and short term needs of each existing playground structure. Recommendations for replacements or additions to the current playground structure inventory.

- Needs analysis of whether Mequon current has an adequate number of playground structures per capita.
- Safety analysis and recommendation for each structure
- Cost analysis of both maintenance or replacement of each structure
- Picture documentation of deficiencies/safety needs
- Recommendation for replacement based on age and condition rating.

Task 3 – Impact Fee Review

The City of Mequon charges a Park and Fee per Wis. Stat. § 66.0617. If awarded, Task 3 would include a review of the fee to determine whether an adjustment should be made. If an adjustment is warranted, the review should recommend an updated value for the fee.

Pre-Proposal Meeting???

Proposal Format

Consultants' proposals should include a brief resume of the firms' qualifications and a copy of a recently completed report in similar format. Proposals shall include an introduction to the project team and plan approach. The cost for each task shall be broken down as provided in the attached format.

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the preferred proposer, the City may negotiate a contract with the next preferred proposer.

Consultants must submit their proposals to the City of Mequon Department of Public Works by 3:30 P.M. on January 12, 2024. Please provide 10 proposal copies and one example report. Consultant selection will be based on quality of proposal, qualifications of the design team, and fee to complete the work. The City will interview select consultants as part of the review process.

Consultant Interviews

Consultant interviews will be scheduled for Monday, January 22. Please note that not all consultants may be requested to complete an interview. City Staff will contact consultants on Friday, January 19 with their scheduled time slot.

Project Schedule

The schedule shall adhere to the following:

February 12:	RFPs due to City Staff
February 15:	Proposals provided to review team for scoring
February 19:	Proposal Scoring Complete, due to Mike by 12:00 pm/PM – Schedule Interviews
February 22:	Consultant Interviews
February 23:	Final Consultant Selection
February 28:	Park and Open Space Board recommendation for Contract Award
March 12:	Contract Award at Common Council
March 14:	Notice of Award
March 20:	Project Kick-off Meeting/Park Board Meeting
May 6:	Consultant submittal deadline for draft survey questions
May 15:	Present Draft Survey Questions for Approval
June 3:	Consultant submittal deadline for draft Goals and Objectives
June 19:	Review of Draft Goals and Objectives
	Resident Deadline for Needs Assessment Study
	Review of Mini-Master Plan
September 18:	Public Input Session/Park Board Review of Draft CORP
October 16:	Park Board Approval of CORP
October 21:	Planning Commission Approval of CORP
December 10:	Common Council Approval of CORP
December 31:	Deadline for Submittal to WDNR

Thank you for your interest in this project, and feel free to call (262) 512-1297 to discuss the scope of work.

Sincerely,

Michael Gies
City of Mequon, Parks and Forestry Superintendent

Task	Description	Cost
Task 1	Comprehensive Park, Recreation & Open Space Plan Update	
Task 2	Playground Inventory and Safety Assessment and Recommendation Analysis	
Task 3	Impact Fee Review	
Task 4		
Task 5		
Task 6		
TOTAL		