



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 19, 2022

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 17, 2021 Minutes
- 3) Action Item
 - a. **RESOLUTION 3912** A Resolution Approving the First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park.
- 4) Parks and Forestry Superintendent Report
 - a. Parks and Forestry Superintendent Report
 - b. 2022 Work Plan
- 5) Adjourn

Dated: January 19, 2022

/s/ Vacant Seat, 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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PARK AND OPEN SPACE BOARD
Wednesday, November 17, 2021
6:30 PM
South Conference Room

Minutes

- 1) Call to Order, Roll Call
Vice Chair Cain called the meeting to order at 6:30 PM.

Present:

Vice Chair Jason Cain
Board Member Joseph Branch
Board Member Peter Bratt
Board Member James Lysaught
Alderman Kathleen Schneider
Alternate Alderman Brian Parrish -- **Absent**
Board Member Breanne Plier -- **Absent**
Board Member Anton Usowski -- **Absent**
Board Member Gerald Vite -- **Absent**

Also present were Parks and Forestry Superintendent Gies, Director of Community Development Tolleffson, and Administrative Assistant Deuster.

- 2) Approval of Meeting Minutes

- a. October 20, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Branch

AYES: Cain, Branch, Bratt, Lysaught, Schneider

- 3) Discussion Item

Discussion and Possible Action

- a. Kueny Architects Lemke Park Space Needs Assessment

Parks and Forestry Superintendent Gies stated this is a preliminary discussion for the needs assessment and included the design from Kueny Architects. Some changes mentioned were number of bathrooms, reduction in amount of picnic tables on the south side of the building

where the overhang will be, an inquiry on rental of storage area or storage units in the park and the potential for bricks to be purchased in the space between the existing pavilion and the new bathroom/storage area.

In December there will be a public information meeting with Kueny Architects to discuss the design at Lemke Pavilion.

- b. 6855 : Ulao Creek Neighborhood Linear Park - Does the board agree on the general conceptual design layout for the East Growth/Ulao Creek Trail System?

Director of Community Development Tollefson opened up the discussion looking for the board to vote on two items.

Does the board agree on the general conceptual design layout for the East Growth/Ulao Creek Trail System?

Should the proposed trail system be considered a City Park/Open Space (Linear Park)?

The board discussed maintenance, updating the 2024 Park and Open Space Plan to include more Linear Parks specifically the East Growth/Ulao Creek. They discussed having the development agreements be brought back to the board for review and add any comments.

Following discussion the board ruled in favor of both items.

RESULT: **Approved [Unanimous]**
MOVED BY: Alderman Schneider
SECONDED BY: Board Member Lysaught

AYES: Cain, Branch, Bratt, Lysaught, Schneider

- c. Should the proposed trail system be considered a City Park/Open Space (Linear Park)?

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Board Member Bratt

AYES: Cain, Branch, Bratt, Lysaught, Schneider

- d. Capital Improvement Project (CIP) List

Parks and Forestry Superintendent Gies provided the board with an updated Capital Improvement Project, stating the Rotary Fishing Pier would be a 2022 project with the Rotary Club. The board discussed adding fishing spots at Trinity Creek and approval of the list.

RESULT: **Approved [Unanimous]**
MOVED BY: Board Member Lysaught
SECONDED BY: Alderman Schneider

AYES: Cain, Branch, Bratt, Lysaught, Schneider

e. Rotary Park Fishing Pier

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Schneider

SECONDED BY: Board Member Lysaught

AYES: Cain, Branch, Bratt, Lysaught, Schneider

f. Ozaukee County Natural Resources Grant for OIT

Parks and Forestry Superintendent Gies informed the board of a Grant Ozaukee County Parks/Planning was applying for that would fund the repairs and updates of the Ozaukee Interurban Trail.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Cain

AYES: Cain, Branch, Bratt, Lysaught, Schneider

4) Parks and Forestry Superintendent Report

a. 2021 Work Plan

Parks and Forestry Superintendent Gies provided the board with the 2021 Work Plan.

5) Adjourn

a. Motion to Adjourn at 8:03 PM.

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Branch

AYES: Cain, Branch, Bratt, Lysaught, Schneider

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 19, 2022
SUBJECT: RESOLUTION 3912 A Resolution Approving the First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park.

Background

Twenty-six years ago, Gathering on the Green came to life. The Thiensville-Mequon Rotary Club had just built a multi-use park including sports fields, a wooded walking area and a gazebo surrounded by ponds. They wanted a grand opening of the gazebo. John Riley, a Rotary Club member, recalled memories of the Boston Pops playing outdoor concerts on the Esplanade in Boston and thought a similar concert would be a perfect opportunity to inaugurate the gazebo. He later joined forces with Milwaukee Ballet prima ballerina Anne Finch to promote a combined performance with the Milwaukee Symphony Orchestra and the Milwaukee Ballet - something that had never been done before. They formed a steering committee, recruited leadership teams and had many years of planning and perseverance to bring the program to fruition. On July 8, 1995 the first Gathering on the Green was performed; it was called "Music in Motion." Since 1995, Gathering on the Green has grown into a regional success, with upwards of 10,000 attendees for the two-day concert event.

Gathering on the Green is again requesting use of Mequon's Rotary Park for their annual event. The event is a community staple and is currently the largest event held at Rotary Park. In response to more regular use of the parks for large events, the Park & Open Space Board (POSB) recommended approval of a template Special Event Agreement that will be administered for all large events that are held in City parks. The Special Event Agreement allows for specific requests that would not normally be permitted by policy or ordinance to be permitted only for the duration of the event. The template agreement also specifies that requests are recommended by the POSB, Committee and approved by Common Council. The template Special Event Agreement was approved by the Common Council on March 10, 2020 and was administered for the first time in 2021.

As was done in 2021, city staff has worked with Gathering on the Green to amend the City's standard template agreement for the specifics of this event. Any deviations from the standard template Special Event Agreement are highlighted. The sections of the Agreement which are highlighted in yellow represent additional changes that are being requested for the 2022 event.

Analysis

The standard template agreement includes provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park.

The template agreement also includes provisions to address the protection of the park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

Fiscal Impact

For reference, in 2021 the rental fee was \$3,650, which included a \$1000 security deposit. The deposit was returned after the event, less the cost of janitorial supplies or any damages.

The basis for the 2022 fees (1.a) are as follows:

- i. **Rental Fee:** The special event will include the use of Reuter Pavilion, but also restricts the City from renting Rotary Pavilion while the event is taking place, due to capacity issues. Therefore, the daily cost for the rental is the daily cost for Reuter Pavilion (\$500/day) and Rotary Pavilion (\$225/day), for a total of \$725/day, per the City's Fee Schedule. *As was approved last year Gathering on the Green assumed charges for the number of event days. In 2021, this equated to (2) event days. In 2022, GOG is requesting (2) additional days; Thursday, July 7 and Sunday, July 10 for a total of (4) event days.*
- ii. **Holding Tank Pumping:** This is a pass-through cost. The city is charged \$260 per pumping, and that is billed through to the Renter per the Fee Schedule.
- iv. **Janitorial Supplies (toilet paper and garbage bags):** The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.
- v. **Emergency Services:** The Police Department and On Call Fire/EMS provided the hours required for the event.

Police Department: 80 hours of sworn officer presence to cover the event (\$102/hour). This will provide 4 officers at night (Friday and Saturday) plus additional coverage on Thursday and Sunday.

On Call Fire/EMS: The Fire Department will most likely use the City's on-duty paramedic, a new Battalion Chief, and interns to staff the event. Since these personnel are already being paid there is technically no added cost to City operations. There was a notation made about the difficulty in providing city, and event coverage through the now (4) operating days requested versus the two days that have been customary in the past.

- vi. **Security Deposit - Less Supplies Provided (1.a.iv)**

The event will generate revenue for the park as well as another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event would be additional park personnel for morning and afternoon cleaning rounds.

Potential Policy Consideration

Last January and February, the Common Council approved a Special Event Agreements for

Lionsfest and Gathering on the Green. Recognizing that the Thiensville-Mequon Lion's Club and Gathering on the Green are both civic organizations that uses the events as a fund-raising opportunity for charitable contributions within the community, the Common Council modified the fee required by the Special Event Agreement. The fee as approved eliminated the fees for emergency services and reduced the number of days in the rental to those of the actual event. At the time of approval, the Common Council acknowledged the need to establish a policy outlining which organizations may be considered for a modified fee.

Lionsfest and Gathering on the Green are both large events that require a Special Event Agreements, but the events themselves are not equitable. Both are civic organizations which make charitable contributions within the community, including improvements at Rotary Park which benefit both the event and expand the opportunities available at the park.

Absent an established policy and to be consistent with the past templates approved by the Common Council, staff recommended the fee for Gathering on the Green as required by the original template agreement.

While Lionsfest, Gathering on the Green, and Jewish Food Festival are independent events, staff is providing supplemental information regarding a means to establish an equitable fee. Without a policy to establish the means and methods for consistency, the Common Council could consider approving the Special Event Agreement with an amendment to the proposed fee. In 2021, the Common Council eliminated the Emergency Services fee and approved the agreement only charging for the days of operation for each event. For 2022's Gathering on the Green event, that would reduce the proposed fee by \$10,335, to a revised total of \$4,420.

The original template fee for Gathering on the Green in 2022 includes rental fees for the days of the days of operation, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the city to rent the park facilities. For all three in 2021, the Common Council amended the number of days in the rental fee to only include the number of operating days. After discussion, if the POSB, Committee of the Whole, or Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee to one of the following:

- To eliminate the \$8,160 Emergency Services fee, to a revised Event Fee of **\$6,595**.
- To reduce the number of rental days to four, for a revised Event Fee, which would include emergency fees of **\$12,580**.
- To eliminate the Emergency Services fee and reduce the rental days to the four operating days, for a revised Event Fee of \$3,420 + \$1000 Deposit = **\$4,420**.

Recommendation

City staff recommends that the Park and Open Space Board, Committee of the Whole, and Common Council review the terms, consider amendments as appropriate, and approve the resolution authorizing the Special Event Agreement for Gathering on the Green at Rotary Park as an annual event.

Attachments:

Special Event Agreement (Gathering on the Green) 2022 (PDF)
GOG Memo January 2022 (DOCX)
E-mail from FD on GOG (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3912

A Resolution Approving the First Amendment to the Special Event Agreement for Annual Gathering on the Green Festivities in Rotary Park.

A. The City of Mequon created a template Special Event Agreement for use in the parks.

B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.

C. Gathering on the Green Inc has requested permission to operate its annual Gathering on the Green concert event at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. The Special Event Agreement for Gathering on the Green to be held at Rotary Park in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney and renewal of the same on an annual basis.

2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: January 19, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 19, 2022.

Caroline Fochs, City Clerk

**CITY OF MEQUON
SPECIAL EVENTS AGREEMENT**

AMENDMENT #1

Gathering on the Green

Articles of agreement made and entered into this _____ day of _____, 2022, by and between **Gathering on the Green, Inc.**, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to **Rotary Park** (hereinafter called the Park) for **Gathering on the Green** (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is **\$16,000**. The Event Fee is comprised of the following costs:
 1. **\$5,800** Rental Fee (7 days @ \$725/day)
 2. **\$1,040** Holding Tank Pumping (4 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. **TBD** Janitorial Supplies (toilet paper and garbage bags)
 5. **\$8,160** Emergency Services (**80 hours Police @ \$102/hour**)
 6. **\$1,000** Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:

- i. The certificate must name the City of Mequon as Additional Insured.
- ii. The certificate must include the name and mailing address of the insured.
- iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the “description of operations/locations/...” section of the certificate).
- iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling \$1,000,000. This coverage should be on a per occurrence basis.
- v. Evidence of premium payment must be attached to the certificate.
- e. This certificate should be forwarded to:

City of Mequon
 Attn: Parks Department
 11333 North Cedarburg Road
 Mequon, WI 53092-1930

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 35 portable toilets and 7 hand washing facilities to supplement the Park facilities.
- a. The City will determine whether temporary toilet facilities will be required.
 - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 2- 30 yard dumpsters to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than three days prior to the Event and be removed from the park no later than the end of the day after the Event. Dumpster location shall be approved prior to placement with the Parks and Forestry Superintendent.
14. Restoration. If any damage occurs to the park because of the Event, or if any repairs or replacements need to be made to the park because of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs, or replacements upon demand from the City. The Renter is responsible for securing the necessary contractor to make any and all damage repairs within 30 days of the Event. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent. (Possible Alternative Language???)
15. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event.
16. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event.

Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.

17. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
19. Attendee conduct. Renter is responsible for attendee conduct.
20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.
24. The City shall be required to:
25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.
29. The Event shall adhere to the following terms and conditions:
30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
31. Date of the Event.
 - a. Restrict the activities of the Event to **Thursday July 7 – Sunday July 10, 2022**. Preparation may occur starting no earlier than 8:00 am on Sunday of the week prior to the Event. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
 - b. Clean up shall be complete no later than noon on the day after the Event. Any additional

clean up required shall be defined and outlined in this Agreement.

- c. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the **second or** third week in July, pending coordination with the Parks and Forestry Superintendent for other committed events. **The Renter must submit the final date selection to the Parks and Forestry Superintendent by October 1 of the year prior to the event. Approval of the date is required prior to any public promotion.** If the Renter has not committed to hold the Event annually by October 1 of the Event year, by signing another Rental Agreement, the City may in its discretion cancel the reservation.
32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000 guests for each of the **four** days of the Event.
33. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from **July 3 – July 11, 2022**, making it necessary to include preparation days in the Rental Fee.
34. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up **July 10 and July 11, 2022**, shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.
35. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
36. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. **Thursday 4:30 pm to 9:00 pm.**
 - ii. **Friday from 4:30 pm to 11:30 pm.**
 - iii. **Saturday from 4:30 pm to 11:30 pm.**
 - iv. **Sunday from 10:30 am to 3:00 pm.**
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. **During the four operational days of the Event the Park will not be open to the public.**
 - c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - d. Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup, **except for Sunday where cleanup may last up to 6 hours after the event.** The attendees will not be permitted to remain outside of the Event Hours.
37. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for

a least 100 feet from front and rear on any driveway or road area except legally established parking areas.

- d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather at the sole discretion of the Parks and Forestry Superintendent. All parking is subject to reparation of damage as outlined in this Agreement.
 - f. The Renter shall be required to administer a shuttle service for the Event. **In the event the off-pavement parking is eliminated, the Renter** shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.
38. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
- a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
39. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
40. Noise. All sound must be kept at an acceptable level according to City ordinances.
41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfing areas. It is the responsibility of the renter to locate utilities prior to tent installation.
42. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
43. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
44. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. **Renter shall have an emergency notification plan in place to notify attendees of inclement weather.**
- a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued

- travel warnings.
- iii. Blizzard or Other Snow Fall Conditions.
 - 1. When the National Weather Service has issued local travel warnings.
 - 2. When visibility for road travel is severely limited.
 - b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity. **Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.**
 - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. Tornadoes. When the National Weather Service has issued a tornado warning for the area.
45. Cancellation. The City has the **sole** discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, **health and human safety concerns**, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
- a. Deposit is non-refundable.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
46. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Name, Title
Agency

Michael Gies, Parks and Forestry Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



"The mission of the Mequon Police Department is to provide a safe environment through professional, efficient, and effective police services."

POLICE DEPARTMENT

Patrick T. Pryor
Chief of Police

MEMORANDUM

To: Kristen Lundeen, Director of Public Works/City Engineer

Date: January 11, 2022

From: Patrick Pryor, Police Chief

Subject: Gathering on the Green at Rotary Park

The Mequon Police Department has a history of successful planning with the organizers of this event. Historically the department has not had any significant issues with disorderly behavior during this event. There were some past parking/traffic issues which have been resolved since the organization hired a service to assist with parking.

The Mequon Police Department Captains have discussed the event and advised the department would need about 80 hours of sworn officer presence to cover the event. This would provide officers dedicated to the event during the hours of operation.

The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the organizers continue to use the same parking service that they used in the past or a similar service. Since GOG has hired this service, there have been no parking issues and parking has been handled very well.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds and will investigate the process of having the Ozaukee Emergency government command post setup at the park for Friday and Saturday nights. The Operations Captain will work with the event organizers and make sure an emergency operations plan is in place.

Mike Gies

From: Kurt Zellmann
Sent: Thursday, January 13, 2022 7:22 PM
To: Mike Gies
Subject: Mequon Fire Position on GOTHG

Hello Mr. Gies,

Per your request I am writing to let you know that the Mequon Fire Department will continue to provide EMS coverage as we have in the past for the events that take place at Rotary Park during the Gathering on the Green event. Staffing the event with an adequate number of EMS providers for four days of activities and also covering the needs of the City itself will be a significant challenge with the lengthening of the event this year.

As in years past, MFD will not seek reimbursement for the provision of EMS service at the event.

Please feel free to contact me with any additional concerns or questions.

Respectfully,

Deputy Fire Chief Kurt W. Zellmann

City of Mequon Fire Department

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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 19, 2022
SUBJECT: Parks and Forestry Superintendent Report

- Recap on December 15, 2021 Public Information Meeting with Kueny Architects
- Update on the Rotary Fishing Pier

Upcoming Schedule for Park and Open Space Meetings:

January 19, 2022
February 16, 2022
March 16, 2022
April 20, 2022
May 18, 2022
June 15, 2022
July 20, 2022
August 17, 2022
September 21, 2022
October 19, 2022
November 16, 2022
December 21, 2022 (this one will likely be moved to December 14, 2022 since this is the week of Christmas)



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 19, 2022
SUBJECT: 2022 Work Plan

Attached for the Board's review is the 2022 Work Plan.

Attachments:
2022 Work Plan (January 19) (PDF)

**Park and Open Space Board
2022 Work Plan (January 19, 2022)**

Month	Agenda Topics
January	• Gathering on the Green- Special Event Agreement Review and Approve • Update On Lemke Park/Kueny • Update On Rotary Fishing Pier • Rotary Park- Winter Hike (February 19th)
February	• Review/Approval of Proposed Special Event Agreement- Rotary Park Car Show • Review and Approve- 1840 Beer Garden Special Event Agreement • Possible Rotary Dog Park - Discussion • Possible Review and Approval of – Dedication/Donation Agreement • Review and Discuss- Kueny Design for Lemke Task 2 • Fundraising Committee to work with MCF - Lemke
March	• RFP- Extension of Rotary River Walk – 2 new properties • Jewish Food Festival- Special Event Agreement Review and Approve • Draft Scope- City Water installation at Rotary Park • Arbor Day-
April	• Amend Park Plan to include East Growth Corridor/Linear Park?? • Invite Tree Board to attend to Discuss Park and Open Space EAB Removal and Reforestation Prior/Park • Update from Fundraising Committee
May	• TBD
June	• Budget Review: Preliminary review of 2022 budget request •
July	• Discussion: Annual Report • Budget Review: Finalization of budget request • Fee Schedule: Recommendation of 2021 fees
August	• Budget Review: Review of proposed City budget (if released prior to meeting) • Review and Approve: Annual Report (submission to Common Council)
September	• Data Compilation and Result Analyses, Report Preparation-AOC • River Advisory Board- Invited to attend
October	• Annual Report – Completed and Submitted
November	• TBD
December	• Budget Review: Prioritization of capital projects for 2021

Future Agenda Topics

- Inventory of park field usage for consideration of redistribution of youth sports groups
- Continued discussion/updates on Community Park/Mequon Civic Campus
-
- Discuss future partnership potential County/ MMSD, plans for park usage
- Discuss future needs of Rennie Field?
- MNP/MMSD Land Acquisition

Status Report

<i>Work Item</i>	<i>Status</i>	<i>Action Items</i>
Parks, Recreation and Open Space Plan	Complete	Incorporate comments into 2020 Work Plan
Community Group Engagement	Complete	Incorporate comments into CPROSP update
Develop Prioritized Project List	Complete	Approve Prioritized List for 2021 action items
Policy Discussion		
City Naming Rights for donated infrastructure	Complete	Approval by Board and Common Council
Standard document for ownership, operation, and maintenance of donated infrastructure	Complete	Document/ in use
Volunteer coordination	Form subcommittee for handout, draft adopt a park format	Draft handout, Draft adopt a park format
Standard Park signage plan	Draft Needed	Draft policy language
Park Rental Fee Schedule	Updated for 2021/Pending	Comprehensive review for 2023
Rotary Pavilion Holding Tank	Complete	

Ongoing Park Projects:

- Reuter Pavilion Doors, Roof, Facia, Gutters, Interior Finishing- complete 2021
- Garrison's Glen/ Connecting Path- Concrete
- Floor Refinishing, interior painting, trim, LED upgrade – Reuter
- Refinishing- Lemke Pavilion Clear Coat
- River Barn Portals
- River Barn Interior Finishing