



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2918
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, January 20, 2021

6:30 PM

Virtual Meeting

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens may join the meeting online or by phone. Please go to <https://www.gotomeet.me/KristenLundeen/park-and-open-space> to join the meeting online or call into the meeting by dialing 1-866-899-4679 and enter access code 357-212-389.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Parks and Forestry Department at least 2 hours prior to the meeting by email at mgies@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Parks and Forestry Superintendent Mike Gies at mgies@ci.mequon.wi.us or by leaving a message at 262-512-1297 no later than 2 hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least two hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

AGENDA

1) Call to Order, Roll Call

2) Approval of Meeting Minutes

Action requested: review and approve

a. December 16, 2020 Minutes

3) Action Item

Discussion and Action

a. **RESOLUTION 3800** A Resolution Approving a Special Event Agreement for Gathering on the Green at Rotary Park as an Annual Event in July

- b. Parks Capital Improvement Projects Wishlist for 2021
- 4) Parks and Forestry Superintendent Report
 - a. Parks and Forestry Superintendent Report
 - b. 2021 Work Plan
- 5) Adjourn

Dated: January 20, 2021

/s/ Patrick Marchese, 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
Wednesday, December 16, 2020
6:30 PM
Virtual Meeting

Minutes

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

Present:

Chair Patrick Marchese
Alderman Brian Parrish
Board Member Joseph Branch
Board Member Jason Cain
Board Member Geoffery Hurtado
Board Member John Lhost
Board Member James Lysaught
Board Member Gerald Vite
Board Member Anton Usowski
Board Member Peter Bratt
Board Member Breanne Plier
Board Member Kay Amland -- **Absent**
Alternate Alderman Kathleen Schneider -- **Excused**

- 2) Approval of Meeting Minutes

a. November 18, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Hurtado

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite
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- 3) Action Item

Action requested: review and recommend approval

Attachment: 12-16-2020 Minutes_Park and Open Space (5839 : December 16, 2020 Minutes)

- a. **RESOLUTION 3798** A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021

Representatives for the Lion Fest were Jim Doornek and Dale Wallow.

Parks and Forestry Superintendent Gies provided an overview of the special event agreement for the upcoming Lion Fest held by the M-T Lions Club.

Jim Doornek from M-T Lions Club provided the board with background on Lion Fest, stating this is the 56th year of the event and they are looking to host in a larger space.

Some concerns the board discussed were:

- Parking and Security
- Camping
- Covid19 Plan
- Fees
- Hours of Operations/Dates
- Police and Fire approval

Motion to approve with modifiers based on approval from Police and Fire Departments, along with addressing the Parking, Camping, Dates, Hours of Operation, Covid19.

RESULT: **Approved with Amendments [Unanimous]**

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite
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- b. 2020 Annual Report

Parks and Forestry Superintendent Gies provided an updated 2020 annual report. The board approved with recommendations for the 2020 Major projects slides to be a clearer name and description.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Branch

SECONDED BY: Board Member Lysaught

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Lhost, Lysaught, Usowski, Vite
NOT PRESENT:	Hurtado

4) Discussion Item

Discussion and Possible Action

- a. 2021 Work Plan

Parks and Forestry Superintendent Gies provided the board with an overview of the upcoming 2021 Work Plan.

5) Chairperson's Report

- a. Amendment to the Park and Open Space Plan - Preparation of an "Open Space and Outdoor Recreation Plan Element."

Chair Marchese provided an updated on the amendment of the park and open space plan

6) Motion to Adjourn at 8:40 PM.

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

AYES:	Bratt, Plier, Marchese, Parrish, Branch, Cain, Lhost, Lysaught, Usowski, Vite
NOT PRESENT:	Hurtado

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 12-16-2020 Minutes_Park and Open Space (5839 : December 16, 2020 Minutes)



11333 N. Cedarburg Road
Mequon, WI 53092
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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 20, 2021
SUBJECT: RESOLUTION 3800 A Resolution Approving a Special Event Agreement for Gathering on the Green at Rotary Park as an Annual Event in July

Background

Twenty-five years ago, Gathering on the Green came to life. The Thiensville-Mequon Rotary Club had just built a beautiful multi-use park including sports fields, a wooded walking area and a gazebo surrounded by ponds. They wanted a grand opening of the gazebo, befitting such an elegant structure. 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 the requests are approved by the POSB, Public Works Committee and Common Council. A template Special Event Agreement was approved by the Common Council on March 10, 2020.

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 the changes to the original template. The sections highlighted in green are specific language deviations requested by Gathering on the Green that staff would like guidance on from the Board.

Analysis

The standard template agreement addresses the 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. While COVID-19 impacted the rental of parks facilities in 2020, should the Common Council consider a similar policy for 2021, Section 16 addresses the potential for cancellation. 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

The basis for the 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.
- ii. Holding Tank Pumping: This is a pass-through cost. The City is charged \$270 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: 64 hours of sworn officer presence to cover the event (\$102/hour). This will provide 4 officers at night (Friday and Saturday).

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.

- 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.

Recommendation

City Staff recommends that the Park and Open Space Board, Public Works Committee, 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) - (PDF)
GOG Memo January 2020- PD (PDF)

Gathering on the Green Map 2019 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3800

A Resolution Approving a Special Event Agreement for Gathering on the Green at Rotary Park
as an Annual Event in July

- 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.
- D. An amended version of the template agreement is attached to this resolution, as a consideration to permit this event.

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 20, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 20, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this _____ day of _____, 2021, 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 **\$13,848**. The Event Fee is comprised of the following costs:
 1. **\$5,800** Rental Fee (7 days @ \$725/day)
 2. **\$520** Holding Tank Pumping (2 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. **TBD** Janitorial Supplies (toilet paper and garbage bags)
 5. **\$6,528** Emergency Services (**64 hours Police @ \$102/hour**)
 6. **\$1000** 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 the day prior to the Event and be removed from the Park no later than the end of the day after the Event.
14. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result 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.
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. 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 reasonable/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 Friday July 9th, and Saturday July 10th, 2021. 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 TBD, pending coordination with the Parks and Forestry Superintendent for other committed events. If the Renter has not committed to hold the Event annually by January 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 two 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 4 – July 12, 2021 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 11 and July 12, 2021 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. Friday from 4:30 pm to 11:30 pm.
 - ii. Saturday from 4:30 pm to 11:30 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 two 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. The public 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. 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.
- 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.
 - Renter may not serve alcohol to minors on the premises at any time.
 - 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 turf 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. Renter will use best effort to ensure that 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.
- Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - 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).
 - Icy or Sleet Weather Conditions. When the National Weather Service has issued travel warnings.
 - Blizzard or Other Snow Fall Conditions.
 - When the National Weather Service has issued local travel warnings.
 - When visibility for road travel is severely limited.
 - 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.
 - 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/reasonable 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
Superintendent
Agency

Michael Gies, Parks and Forestry

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 20, 2021

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 64 hours of sworn officer presence to cover the event. This would provide 4 officers dedicated to the event during the hours of operation on both Friday and Saturday nights.

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 2019 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 the duration of the event. The Operations Captain will work with the event organizers and make sure an emergency operations plan is in place.

3.a.c



MAP IS NOT TO SCALE

Packet Pg. 17

***PHOTOS & VIDEO WILL BE TAKEN AROUND THE PARK FOR PROMOTIONAL & MEDIA PURPOSES.**

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 20, 2021
SUBJECT: Parks Capital Improvement Projects Wishlist for 2021

Background

As outlined in the 2021 work plan from the December meeting, the Board is tasked with three more immediate decisions. The decisions include:

1. Prioritization of Capital expenditures in the Parks and Open Space for 2021 and beyond. The prioritized list of expenditures should be reviewed and approved.

2. Prioritization and allocation of impact fees for 2021 and beyond

3. Review of operations and maintenance projects (variable costs) (non-cap or impact projects)

As discussed over the last year, staff and the board have compiled and prioritize park and open space needs as outlined in the Park and Open Space Plan, by user groups, and staff suggestions. The prioritization will allow for a more comprehensive list of tasks and a prioritized list that can be added to on a yearly basis as the Park system evolves. Furthermore, this will aid in the future budget discussions and make it easier for the board to decide on a direction for funding requests. For efficiency sake, suggestions that come in throughout the year will be tracked and added to the list for consideration in subsequent years versus requests being jumped up the list mid-year. This will allow both the board and staff to provide an explanation to queries about what should be done in the park system and associate the explanation with an appropriate timeframe for consideration.

Analysis

Capital improvements to a park are the addition of labor and materials that improve the overall value and usefulness of that park. Capital improvements are designated and funded individually through segregated municipal funds. Routine maintenance, on the other hand, is the repair and upkeep of existing park facilities, such as painting a shelter building. Routine maintenance of park facilities does not appreciably increase the value or usefulness of the park and is traditionally funded through the park department's operations budget. Non-routine maintenance of park facilities, such as upgrading a toilet facility to be barrier-free, is usually considered to be a capital improvement. Most projects can be easily identified and categorized, but some are difficult. When a project falls on the borderline between a capital improvement and maintenance, the overall cost becomes the determinant. Projects with a high cost, such as that for seal coating roads or parking lots, are categorized as capital improvements.

The capital improvements program for each park is a combination of several types of projects. These projects are ranked according to their importance and priority in the overall development of the park and the value of the project to the overall City park system. Capital improvements for this plan are ranked in the following manner:

- a. Improvements to existing facilities that will:
 - i. Correct health and safety hazards
 - ii. Upgrade deficient facilities

- iii. Modernize adequate but outdated facilities
- b. Installation of facilities as deemed appropriate and necessary through public demand
- c. Development of new facilities as deemed necessary through level of service, population projection and age cohort analysis

Park impact fees are a one-time payment by new residential development to pay for capital costs of facilities needed to support the new development. Park impact fees are charged during the building permitting process and used to fund projects to maintain levels of service of Mequon's park system. The city of Mequon's current impact fee charge for parks is \$900/residential unit.

Mequon Ordinance: The impact fee for parks, which includes parkland, playgrounds and land for athletic fields, as calculated in accordance with the applicable comprehensive park plan and needs assessment.

Variable Costs (O&M) are the general operating and maintenance costs in the Parks and Open Space Division. The variable costs do not reflect salaries and benefits, just operating accounts such as: project supplies, park supplies, M&R, and Contracted Services.

Fiscal Impact

The intent of this exercise is to allow the Park and Open Space Board to prioritize needs and potential expenditures for not only 2021, but also beyond.

Recommendation

Staff recommends the board discuss and the prioritized capital and impact fee expenditures for 2021. With this direction the Board and staff can continue efforts in fundraising, partnerships, marketing.

Attachments:

Prioritized Capital Project List for 2021 (DOCX)
Parks CIP 2021 (PDF)

Prioritized Capital Project List for 2021

- Reuter Pavilion Façade Project
 - Roof
 - Gutters
 - Facia
 - Doors
 - Interior Finishes
- River Barn Interior Finishes
- Planning and Design for Bathrooms at Lemke
- Rotary Fishing Pier Replacement
- Rotary Field Drainage
- Rotary Parking Lot Replacement- Road Program Budget
- Rotary River Walk Extension

2020 Major Projects (Capital and Impact Fee)

	Private Funding/Community Foundation
	COMPLETE
	Capital Project
	Impact Fee Project
	Part of Road Program
	Potential Added Projects

Priority	Status	Park Location	Description/General	Estimated Cost	
1		Rotary Pavilion	Fassod project- siding, paint, lighting	\$20,000	Complete 2020
2		Lemke	Bathroom/Concession/Storage Facility	\$500,000	**
7		Rotary (Reuter)	Musical Playground	\$125,000	
3		Rotary	ADA Fishing Pier, Path, Stone Platforms	\$45,000	
1		Reuter Pavilion	Roof, Painting, LP Fascia, Gutters, LED lights, Doors	\$30,000	
1		Garrison's Glen	Canoe/ Kayak Ramp	\$12,000	Complete 2020
3		River Barn	Tree relocation, river portals, river trails, prairie	\$20,000	*
1		Katherine Kearney	West Parking lot	TBD	road program
		Katherine Kearney	Ash removal and replant	\$15,000	on going annually
6		Rotary	Basketball and Pickelball Court and Fence	\$45,000	
5		Rotary Pavilion	All inclusive playground	\$750,000	**
4		Rotary Pavilion	Bolt-on/Expansion/Water/ ADA restrooms	\$300,000	**
		All Parks	EAB removal and Replacement	TBD	on going annually
1		Lemke	Design for Facility	TBD	
6		Reuter Pavilion	Building Replacement	\$800,000	*
5		All Parks	ADA audit and Compliance- as developed	TBD	
4		Rotary	Electrical upgrade	\$30,000	
9		Rotary	Walking Paths (hardsurface)	\$15,000	
5		Rotary Park	Memory Garden- rebuild pergola/information sign	\$6,000	
6		Community Park	Replace Bleachers	\$6000/each	
8		Community Park	Remove and Replace Asphalt paths, connect OIT	TBD	
2		Rotary	Improve Drainage	\$20,000	*
6		All Parks	Wayfinding/Directional Signage (New)	\$400/each	
4		Garrison's Glen	Footbridge and connecting path to the west	\$7,500	
2		Rotary	Gravel path to memory garden/ rebuild structures	TBD	
8		Garrison's Glen	Shoreline restoration	TBD	
14		Villa Grove	Restroom Shelter	\$200,000	*
1		Rotary (Gazebo)	Widen Asphalt Drive (GOG?)	TBD	
12		All Parks	LED Lighting Conversion	TBD	*
13		Rotary (Reuter)	Parking Lot Reconfiguration	TBD	*
18		Riverview Park	Dish Golf Course??	\$15,000	
10		Riverview Park	Relocate Archery Range	\$10,000	
7		River Barn	Canoe/ Kayak launch	\$10,000	*
17		All Parks	Sport Field Lighting	\$20,000/each	
3		River Barn	Baseball Fencing	\$32,400	
16		Lemke	Football Field Relocation	\$60,000	
15		Lemke	New 12 and Under Baseball Field	\$85,000	
8		All Parks	Drinking Fountains	\$10,000/each	
4		Rotary and River Barn	Scoreboards	\$5000/each	Complete 2020
2		Park Repaving	Rotary, Katherine Kearney, Villa Grove, Riverview	TBD	road program
11		River Barn and Lemke	Basketball Courts	TBD	

* indicates multiple funding sources

Settler's/River Front	Extension of Rotary River Walk	TBD	*
Prinz Nature Preserve	Path Creation	TBD	

Attachment: Parks CIP 2021 (5845 : Parks Capital Improvement Projects Wishlist for 2021)

2021 Secondary Projects (O&M)(non-cap)

Katherine Kearney	Regravel and grade trails	\$14,500	
Pukaite Woods	Regravel and grade trails (crushed granite)	TBD	
All Parks	Recycling receptacles	\$1000/each	
Rotary Pavilion	Landscape Front Foundation	\$3,000	Complete
Reuter Pavilion	Landscape Front Foundation	\$5,000	
Villa Grove	Grade and Drainage	TBD	
All Parks	Painting	TBD	
Rotary Pavilion	East entrance ditching and retaining wall	TBD	
Trinity Creek	Regravel and grade trails	TBD	
Rotary	Wash/Sand/Seal Bridge	\$2,000	Complete
Pukaite Woods	Rebuild Bridge	\$3,000	
Ballfields (Rotary)	Reset Fences	TBD	
Lemke	Sand and Re-seal Pavilion	TBD	
All Parks	Signage (yearly assessment)(Existing)	TBD	
All Parks	Picnic Table and Bench (assessment)	TBD	
Reuter Pavilion	Interior Chair/Table Replacement (4yr)	\$2500/yr	
Trinity Creek	Sand and Re-seal Bridges	TBD	
Moonlight Bay	Parking Area	TBD	
All Parks	Bike Racks on concrete	\$1500/each	
Garrison's Glen	Regrade trails not draining	TBD	
All Parks	Replace or redo pour in place playground pads	TBD	
Ballfields	Topdressing	\$3000/each	
Rotary Gazebo	Drainage	TBD	
River Barn	Landscape (middle median)	\$4,500	
Community Parks	Replace Worn Safety Surface in playground areas	\$4000/each	
Community Parks	Install Concrete or Stone base under bleachers	\$4000/field	
Willow Bay	Bridge Replacement	\$1,500	



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 20, 2021
SUBJECT: Parks and Forestry Superintendent Report

- **Lionfest Update**

- **Winter Walk-In-The-Woods:**

Mequon-Thiensville Sunrise Rotary Club, Ozaukee Washington Land Trust and the City of Mequon have been working collaboratively on an effort to host the first annual Luminary “Walk-In-The-Woods” at Pukaite Woods in Mequon’s Rotary Park. The event would take place February 20, 2021 from 5-9 pm. The event is meant to highlight not only the woods, and the work done, but also engage the community during a time of the year when residents do not typically frequent the Parks. The event also offers a unique opportunity for residents to enjoy a candle lit walk in the park during hours that it wouldn’t customarily be open to the public.

The event is free to the public, and registration is required to meet Covid-19 safety guidelines. Staggered arrival time will help to limit crowding and help to control overcrowding. The restrooms will be open to the public. Volunteers from the Rotary Club will be serving hot coco, and bonfire stations will be positioned throughout the park.

Attachments:

Candlelight Walk - Rotary Park (PDF)

MEQUON-THIENSVILLE SUNRISE ROTARY CLUB
OZAUKEE WASHINGTON LAND TRUST
AND CITY OF MEQUON
PRESENT

CANDLELIGHT WALK-IN-THE-WOODS at Pukaite Woods Mequon Rotary Park

February 20, 2021 | 5-9 PM

Registration and masks REQUIRED
to meet Covid safety guidance.
Staggered arrival times
to limit crowding.

Attachment: Candlelight Walk - Rotary Park (5840 : Parks



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: January 20, 2021
SUBJECT: 2021 Work Plan

Attached for the boards review is a copy of the 2021 work plan.

Attachments:
2021 Work Plan (January 20) (DOC)

**Park and Open Space Board
2021 Work Plan (January 20, 2021)**

Month	Agenda Topics
January	• Discussion: Prioritization of 2021 Project List (CIP)- spend the Cap. • Impact Fee: Review and Allocation 2021? • Gathering on the Green- Special Event Agreement Review and Approve • Rotary Park- Winter Hike
February	• Mequon Park Society- update • Draft Scope for Lemke Park Planning and Design • Draft Scope for PM/PA- AOC Project • Update- Fund for Lake Michigan Grant Progress
March	• RFP- Extension of Rotary River Walk • Contract award for- PM/PA • Arbor Day • On Board PM/PA- Prepare RFP for PC
April	• RFP- Planning and Design of Lemke Restrooms • Review and Approve- Contract for AOC PC • QAPP- Preparation AOC • Historical Review/Field Survey report • Fund for Lake Michigan- Update
May	• Jewish Food Festival- Special Event Agreement Review • Donges Bay School: Stewardship Day
June	• Budget Review: Preliminary review of 2020 budget request • Discussion: Annual Report
July	• Discussion cont'd: 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 Rennicke 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 2022
Rotary Pavilion Holding Tank	Complete	

Ongoing Park Projects:

- Reuter Pavilion Doors, Rood, Facia, Gutters, Interior Finishing
- Garrison's Glen- Concrete
- River Barn Portals
- River Barn Interior Finishing