



11333 N. Cedarburg Road
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, February 16, 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. January 19, 2022 Minutes

3) Action Item

Discussion and Action

- a. **RESOLUTION 3919** A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements River Barn Park
- b. 1840 Brewing Company Events

4) Discussion Item

- a. Discussion on a possible dog park land donation near Rotary Park
- b. 2022 Work Plan

5) Parks and Forestry Superintendent Report

- a. Parks and Forestry Superintendent Report

6) Adjourn

Dated: February 16, 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, January 19, 2022
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
Alternate Alderman Brian Parrish
Board Member Breanne Plier
Board Member Anton Usowski
Board Member Gerald Vite
Alderman Kathleen Schneider -- **Excused**

Also present were Parks and Forestry Superintendent Gies, and Administrative Assistant Deuster.

- 2) Approval of Meeting Minutes

- a. November 17, 2021 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Vite

AYES: Cain, Branch, Bratt, Lysaught, Parrish, Plier, Usowski, Vite

- 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.

Parks and Forestry Superintendent Gies informed the board of the amendment changes to the Special Event Agreement with Gathering on the Green. Those changes being length of event, cost for additional police staffing, and event cost.

Attachment: 01-19-22 Mins_Park and Open Space (7014 : January 19, 2022 Minutes)

The board discussed the changes and made a motion to approve the amended agreement with Gathering on the Green.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

AYES: Branch, Bratt, Lysaught, Parrish, Plier, Usowski, Vite

RECUSED: Cain

4) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies informed the board on the public information meeting with Kueny Architects, upcoming discussions on a donation of land for a dog park at Rotary Park, and future 1840 Brewing events.

b. 2022 Work Plan

Parks and Forestry Superintendent Gies provided the board with the 2022 Work Plan.

5) Adjourn

a. Motion to Adjourn at 7:34 PM.

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

MOVED BY: Board Member Branch

SECONDED BY: Board Member Lysaught

AYES: Cain, Branch, Bratt, Lysaught, Parrish, Plier, Usowski, Vite

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: February 16, 2022
SUBJECT: RESOLUTION 3919 A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements River Barn Park

Background

MTLL/Heat (Mequon-Thiensville Little League/ Mequon Heat) has secured partial funding and expressed interest in installing two outfield fences at River Barn Park. The fences would be installed at the City's River Barn Park, field #1 and field #2. A combination of a donation from the Mequon Committee Foundation, private funds from MTLL/Mequon Heat, and Parks Capital funding make up the contributions towards the fencing. The fences will improve the overall user experience of both ballfields. Both Field #1 and Field #2 are fields that see considerable use during spring and fall seasons. Fencing has also become a priority in more recent years given that now Lacrosse and Softball seasons overlap; with the fields being adjacent to each other, the fences offer a divide between the two groups. The fences 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. The DNR was contacted, and the fences are allowed within the flood plan if the fence does not impede or restrict the flow of water back to its origin. A building permit is required from the Inspections Division prior to construction being started.

The fences are constructed of high quality 2" (9 gauge) aluminized mesh. The posts will be positioned at 8' centers and be a minimum of 36" in the ground. There will be an outfield swing gate centrally installed on each of the two fields.

Chad Wirth a representative from MTLL/Heat is the liaison 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 \$21,805. The city has committed a one-time \$7,000 not to exceed amount of \$7000 to the installation of the fencing. 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.

The city will be invoiced in the amount of \$7,000 by the contracted and pay that invoice directly.

Recommendation

Staff suggests that the Park and Open Space Board (POSB) review and consider approval of the donation of the fencing to the two fields at River Barn Park. Staff recommends a review and consideration by the Committee of the Whole for the fencing improvements.

Attachments:

Mequon Heat-MTLL River Barn Park Fence Proposal (PDF)
MTLL-Heat Baseball Dedication Agreement MOU 2022 (DOCX)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3919

A Resolution Authorizing Receipt of Infrastructure Improvements and Execution of a Dedication Agreement with Thiensville-Mequon Youth Baseball Association for Fencing Improvements
River Barn Park

A. The City owns active and passive use parklands for the use and enjoyment of its citizens, and other users.

B. The Park and Open Space Board of the City of Mequon and the City are authorized to accept monetary and in-kind donations for parks and parklands with the approval of the Common Council of the City of Mequon, pursuant to Section 27.08 (2)(b), Wisconsin Statutes.

C. The Mequon-Thiensville/Heat (MTLL) has offered to donate infrastructure including outfield fences at two existing baseball fields at River Barn Park.

D. MTLL/Heat estimates the cost of this infrastructure at approximately \$21,805.

E. The City's Donation Policy requires that real property donations over \$5,000 cannot be accepted without prior approval from the Common Council.

F. MTLL/Heat and the City will execute a Dedication Agreement to address unbudgeted and ongoing expenditures related to maintenance.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Mequon, that:

1. That the City be and is hereby authorized to accept the donated infrastructure of outfield fencing from MTLL/Heat, with its grateful appreciation.

2. That upon the completion of the construction of all improvements and infrastructure required for the project or upon written notification to MTLL/Heat from the City, MTLL/Heat shall donate the constructed improvements and all associated documentation related thereto, including but not limited to any architectural drawings, plans, engineering reports and/or surveys, to the City for public purposes;

3. That the appropriate parties are authorized to execute the Dedication Agreement between MTLL/Heat and the City as attached to this resolution.

Approved by: John Wirth, Mayor

Date Approved: February 16, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 16, 2022.

Caroline Fochs, City Clerk

MEQUON -THIENSVILLE LITTLE LEAGUE/MEQUON HEAT

RIVER BARN FENCE DONATION PROPOSAL

JANUARY 2022



FENCE PROJECT COST INFORMATION

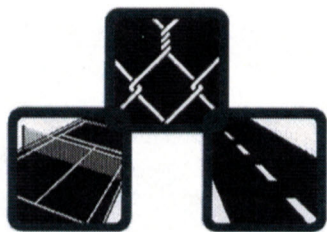
To Be Completed By Munson Fence Division On River Barn Park Field #1 and #2

1. Furnish and install approximately 970' of Chain Link Fence, including (2) swing gates. Fence to be 4' high overall.
2. All line posts will be driven 36" deep for frost protection.
3. All terminal posts will be driven 48" and all gate posts will be set in 36" deep concrete for frost protection.
4. Excavated spoils will be hauled away.

SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:

1. All posts, rails and applicable fittings above and below ground, will be zinc coated by the hot-dip process in accordance with ASTM F-1083 A-90, and A-626.
2. FABRIC: 2" mesh #9-gauge aluminized steel. Hot dipped galvanized before weaving with a minimum of (1.2 oz.) of zinc per square foot.
3. TOP RAIL: 1-5/8" O.D. SS20 gauge pipe.
4. LINE POSTS: 2-1/2" O.D. SS20 gauge pipe. Posts will be spaced a maximum of 8ft. on center.
5. END & CORNER POSTS: 2.5" O.D. SS20 gauge pipe.
6. GATE POSTS: 2.5" O.D. SS20 gauge pipe.
7. SWING GATE(S): Single swing gate: 3' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 gauge pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

TOTAL PROJECT COST: \$21,805.00



MUNSON, INC.
Established 1955

MUNSON **FENCE** DIV.
MUNSON-ARMSTRONG **PAVING** DIV.
MUNSON **TENNIS COURT** DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

CHAD WIRTH
MEQUON HEAT – MTLL
PO BOX 633
MEQUON, 53092

DATE:

December 21, 2021

JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

7. **SWING GATE(S):** Single swing gate: 3' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 gauge pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

LABOR AND MATERIAL . . . LIST PRICE \$26,185.00

DISCOUNT . . . \$4,380.00

PROJECT TOTAL \$21,805.00

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

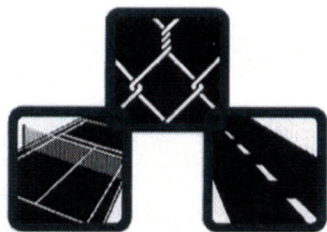
ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-



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DATE:

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JOB NAME & LOCATION

**RIVER BARN PARK
MEQUON 53092**

CHAIN LINK FENCE

Phone (414) 852-5099

chadwirth@aol.com

Notes:

1. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
 - a. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
2. Customer can contact All Lines Utility Services LLC at (414) 302-9750 to locate the private lines.
3. Customer is responsible for any necessary permit or variance and for locating fence line.
4. SS20 pipe uses cold rolled steel to provide high tensile and yield strength, and is triple coated to resist corrosion. It is designed specifically for the fence industry and made in the USA.
5. If pieces of concrete, footings, large rocks/boulders, debris or unstable soils are encountered in the work; an extra fee will be incurred for the removal.
6. Quoted price does NOT include "frost-digging" conditions. Should customer require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
7. All Munson Inc. installation crews are skilled, certified, Union craftsmen.
8. Munson Fence Div. of Munson, Inc. warrants all fence material supplied and installed to be free from defects in material and workmanship for (1) [one] year from the date of completion.
9. Pricing and availability are not guaranteed due to the current volatility of the construction market including asphalt/oil, steel/aluminum, pvc/composite and acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.

AUTHORIZED
SIGNATURE: _____

Richie Guess – Project Manager

NOTE: This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

Date of Acceptance: _____ SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

A. MUNSON, INC. TERMS & CONDITIONS

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for concrete or asphalt damage due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorneys fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

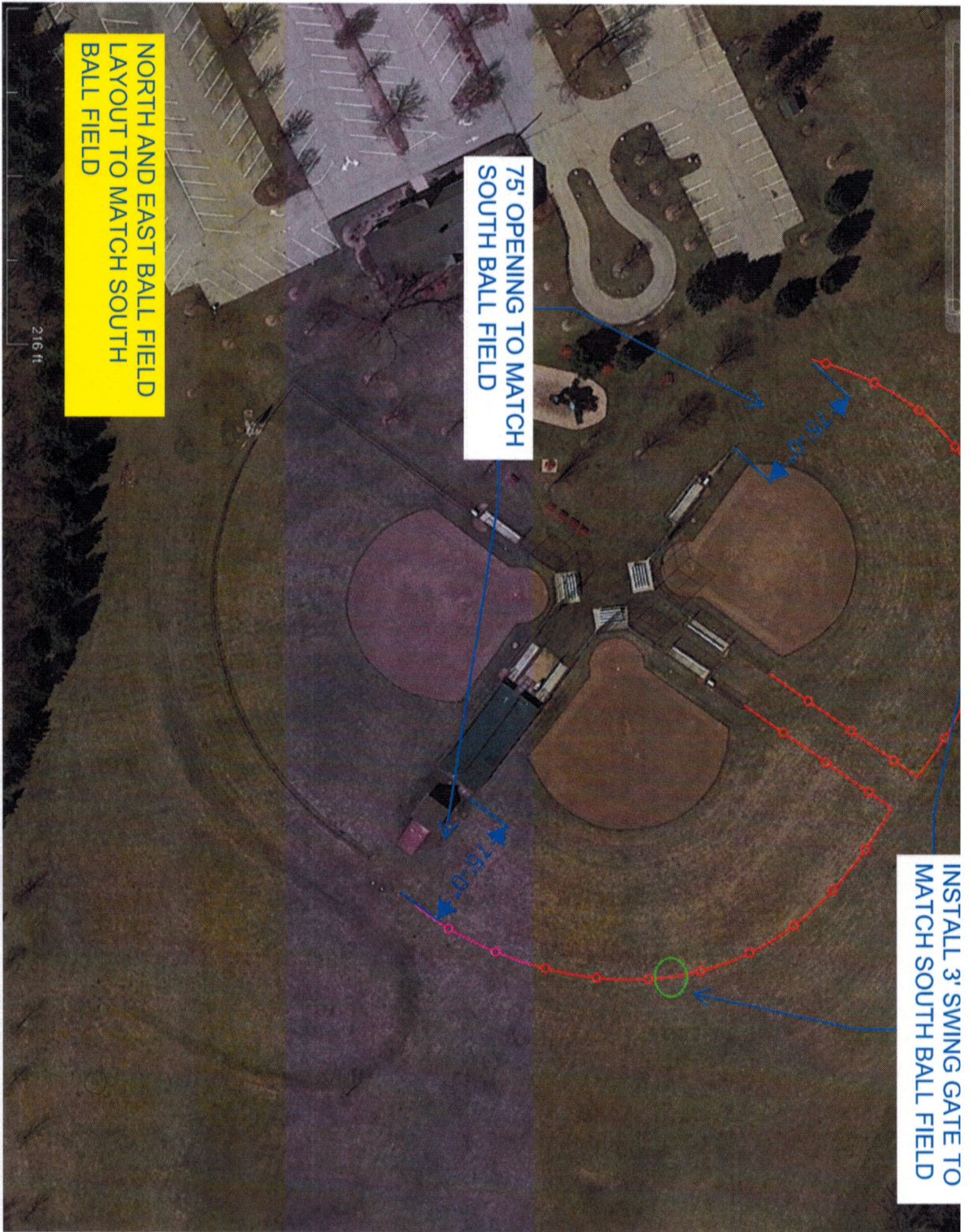
1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. **MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.**
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



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MUNSON FENCE DIV.
MUNSON-ARMSTRONG PAVING DIV.
MUNSON TENNIS COURT DIV.
www.munsoninc.com

MUNSON, INC.

DATE:

REV:

DEVELOPMENT and DEDICATION AGREEMENT FOR FENCING IMPROVEMENTS AT RIVER BARN PARK

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 1 day of February, 2022, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL/Heat) ("MTLL/Heat") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, River Barn Park is part of the CITY's park system and is 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 River Barn Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, MTLL/Heat utilizes multiple baseball/softball fields at River Barn Park; and

WHEREAS, MTLL/Heat has indicated a need for outfield fences to enhance the game experience (the "Project"); and

WHEREAS, MTLL/Heat proposes to install outfield fences at two of the River Barn fields, field #1 at River Barn and field #2 at River Barn Park at the cost of \$21,805 for construction; and

WHEREAS, the CITY would contribute a one-time expense not to exceed \$7,000 towards the construction costs, from the Parks Capital account; and

WHEREAS, field fencing was highlight as a need in the Park Master Plan for River Barn Park created in 2019; and

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

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

WHEREAS, MTLL/Heat has agreed to donate the infrastructure to the City; and participate in future maintenance; and

WHEREAS, MTLL/Heat has raised a portion of the funds to pay for the \$21,805 cost of 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/Heat shall construct, at its cost and expense, except for the not to exceed amount contributed from the CITY of \$7,000, the Project within River Barn Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.

2. MTLL/Heat will have the contracted produce a onetime invoice given to the city and paid to the contracted, representing the city not to exceed amount of \$7,000 contribution toward the work.

3. The Project will be managed by MTLL/Heat under the oversight of the CITY.

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

5. 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/Heat, both monetary and in-kind, of the ongoing maintenance requirements for the Project.

6. CITY will provide reasonable access to MTLL/Heat at River Barn Park for the construction of the Project.

7. MTLL is responsible for any damage and subsequent restoration to the CITY property that may occur as a result of the Project.

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

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

10. MTLL/Heat shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL/Heat shall be solely responsible for any expenses related to such utility installation.

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

12. MTLL/Heat 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.

13. Should CITY renovate River Barn Park to the extent that the fences 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/Heat'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/Heat. MTLL/Heat makes the following representations and warranties:

(1) MTLL/Heat 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/Heat 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/Heat is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL/Heat 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/Heat 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/Heat or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL/Heat's failure to comply with any of the provisions of this Agreement or of law, MTLL/Heat 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/Heat 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/Heat 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/Heat 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/Heat 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/Heat or the CITY in this Agreement, or any document or financial statement delivered by MTLL/Heat 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/Heat 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/Heat 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/Heat shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL/Heat under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL/Heat. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL/Heat, shall be paid by MTLL/Heat 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/Heat is addressed to or delivered personally to:

Chad Wirth
PO Box 633
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/Heat, 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: _____
John Wirth, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Mequon-Thiensville Little League (MTLL)
& Mequon Heat

Dated: _____

BY: _____



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2918
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: 1840 Brewing Company Events

Background

In April of 2021 the city was approached by 1840 Brewing, relating to interest in (5) park rentals that would allow them to hold monthly beer garden events in Mequon Community parks. The events were held on Friday evenings from 4:00pm-8:00pm, with (5) total events from May-September. The attendance was great, with 1493 people attending over the (5) event days. The per day rental fee for 2021, was \$250/evening.

Last year, due to the short notice of the request the Special Event Agreement was expedited and approved directly by the mayor as a pilot series.

In our meeting last year with the mayor, we were given direction to administer the Parks Special Event Agreement for the events. Fees were based on a picnic area park rental. 1840 wasn't requesting use outside of what would be expected from a normal rental and didn't need use of the facilities other than the public restrooms. When public restrooms were used that were not on city water or sewer the rental was charged a pumping fee or portable restroom fee; this would at least cover the use of the separate events and not pass those costs on to city operational accounts.

The City Attorney did some research and found that the state licensing that was/is already held by 1840 superseded any additional licensing typically required by Mequon. The city wouldn't require any additional permitting or licensing.

The Attorney did however state that both general liability and liquor liability would be required, with the City named as additional insureds on both.

Analysis

With no change to the Special Event Agreement from last year to this year, Park and Open Space can provide an approval of the events for 2022. The only difference to the request was to add one additional event day in October. The projected event days are list as follows:

Date	Location
May 20	River Barn Park
June 17	Community Park
July 22	Lemke Park
August 26	Community Park
September 30	Lemke Park
October 8 or 15	Community Park

Fiscal Impact

There is no fiscal impact realized by the city. Rental fees will remain unchanged for 2022.

Recommendation

Staff recommends approval of the 1840 Special Event Agreement. The events are an asset to the parks and provide another avenue to get people previously unfamiliar with the parks exposed to what great venues they are.

Attachments:

Special Event Agreement - 1840 Brewing 2022 (PDF)

CITY OF MEQUON

SPECIAL EVENTS AGREEMENT

Articles of agreement made and entered into this 10th day of February, 2022, by and between 1840 Brewing, 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 River Barn, Community, and Lemke Parks (hereinafter called the Park) for Summer Beer Garden (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 do 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.

NOW, THEREFORE, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:

The Renter shall be required to:

1. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Date of the Event is \$_____. The Event Fee is comprised of the following costs:
 - i. _____ Rental Fee (6 days @ 263.75/day (with tax))
 - ii. _____ Holding Tank Pumping (1 @ 158.25/each)
 - iii. _____ Field Usage Fee (XX days @ \$\$/day)
 - iv. _____ Janitorial Supplies (toilet paper and garbage bags)
 - v. _____ Emergency Services (i.e. Police Auxiliary or On Call Fire/EMS)
 - vi. _____ Security Deposit
 - 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.
2. 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

3. 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.
4. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter shall supply ____ portable toilets and ____ 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.
 - c. The portable toilets shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
5. Dumpster. The Renter shall provide a ____ yard dumpster 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 noon the day after the Event.
6. 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.
7. 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.
8. 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.
9. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
10. Attendee conduct. Renter is responsible for attendee conduct.
11. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited.

12. 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.
13. 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.
14. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

1. 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.
2. 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.
3. 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.
4. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
2. Date of the Event.
 - a. Restrict the activities of the Event to **May 20th, June 16th, July 77, August, 26, September 30, and October 8th or 15th, 2022.**
 - b. Preparation may occur starting no earlier than noon on the day prior to the Event. Any additional preparation required shall be defined and outlined in this Agreement.
 - c. 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.
 - d. 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 _____ (i.e. third Saturday) of _____ (month).
3. Number of Attendees. The Renter estimates that the daily attendance for the Event will be _____ guests.
4. 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, the preparation shall be included in the Rental Fee.
5. 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 preparation 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.

6. 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.
7. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on the dates listed above between the hours of _____ and _____.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - c. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
 - d. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
8. 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.
9. 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.
10. No Smoking Facilities. There is no smoking permitted in any Park facility. The Renter shall be responsible for making the requirement clear to Event attendees, and enforcing the policy at the Event.
11. Noise. All sound must be kept at an acceptable level according to City ordinances.
12. Tents. Tents must be anchored by sand bags or other weights.
13. 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.
14. Fireworks and explosive. 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.
15. 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.

- 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.
 - 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. TORNADOS. When the National Weather Service has issued a tornado warning for the area.
16. 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, inclement weather that would effect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
17. Deposit is non-refundable. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
18. 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

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: Discussion on a possible dog park land donation near Rotary Park

Background

In January staff was approached by Mequon resident and POSB member Joe Branch, regarding a possible donation of land to the city for use as a new dog park. The land for the possible donation is adjacent to Rotary Park on the southeast corner. The donation would consist of a 330'x 660' tract of land, equaling about 5 acres, just east of Rotary Parks existing east property line. The addition of a second dog park was supported in the 2019 survey included in the Park and Open Space Plan, with 33% of residents surveyed saying they would be in favor of the addition of a second dog park.

According to Kim Tollefson, Mequon has included the possibility of an additional dog park into city planning documents.

Analysis

Mequon's only existing dog park, Katherine Kearney Carpenter Park is one of Mequon's most frequently utilized parks. With the unique opportunity to add an additional dog park, courtesy of Mr. and Mrs. Branch, staff would like to have a preliminary discussion of the pros and cons of adding the additional land to Rotary in the form of a dog park. Below is a list of discussion points that should be thought of as initial projects needed to operate a dog park. Not all the projects would be needed immediately but would be much easier to complete prior to commencing normal operation.

- Title Transfer and Rezoning
- Consultant/ Planning
- 5 - Acre proposed donation
- 4' Cyclone Fencing- material and installation
- Path Establishment between existing park and newly proposed land/park
- Park identification Sign
- Grading/Berm installation- includes graveled area
- Landscaping
- Forestry Mowing/ Invasive Removal
- Bench installation
- Dog Waste Station
- Garbage Receptacles
- Information Kiosk
- Water- Utilizing old well shaft
- Pre-made shade/rain structure
- Tree Pruning and Removal

Fiscal Impact

The fiscal impacts to the city could vary. If the dog park donation is considered, it presents the best opportunity to add land to an adjacent park without the cost of the land purchase. On average an acre of land in Mequon has a current value of \$35,292. Meaning the value of the donated 5 acre parcel would be \$176,460. If the city were to accept the donation, some of the underlying start up costs could total approximately \$180,000. There are multiple opportunities to fund the amenities, such as Park Impact Fees, Parks Capital, One-time Budgetary request, Dog Park Licensing Fee.

Recommendation

Staff suggests that the board have a comprehensive discussion about the options. Staff is not looking for any immediate approvals, just discussion.

Attachments:

2022 Rotary Dog Park Proposal (PDF)

Overhead Layout-Dog Park Proposal Location (PDF)

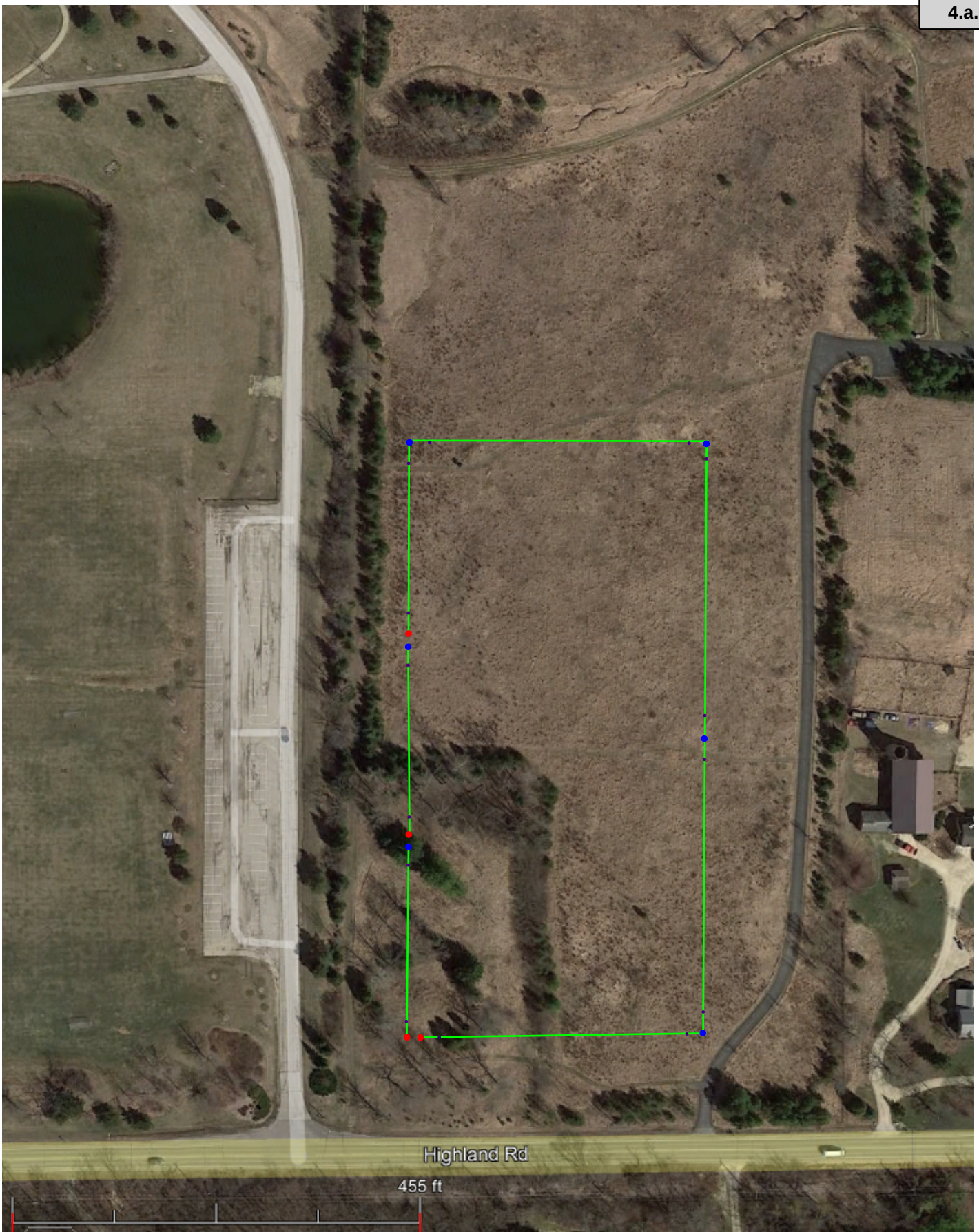
Proposal - City of Mequon - Dog Park Fence(PDF)

2022 PROPOSED ROTARY DOG PARK- DONATION
 NEEDS ASSESSMENT AND COSTS??
 DATE: 1-19-2022

COSTS

Title Transfer and Rezoning	\$1200/ City sponsored and waived
Consultant/ Planning	\$10,000
5 - Acre proposed donation	\$0.00
4' Cyclone Fencing- material and installation	\$52,000 (Munson Fence)
Path Establishment between existing park and newly proposed land/park	\$10,000-\$15,000
Park identification Sign	\$3,000
Grading/Berm installation- includes graveled area	\$10,000-\$15,000
Landscaping	\$7,000
Forestry Mowing/ Invasive Removal	\$4,000
Bench installation	\$5,000
Dog Waste Station	3x\$425
Garbage Resepticles	\$5,000
Information Kiosk	\$10,000
Water- Utilizing old well shaft	\$15,000
Pre-made shade/rain structure	\$30,000
Tree Pruning and Removal	\$10,000
Total	\$183,525

Possible Self Preform-DPW



Highland Rd

455 ft

455'-1"



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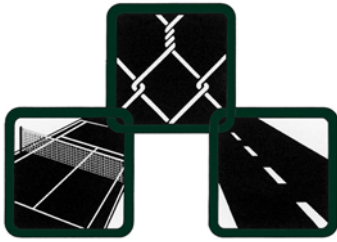


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DATE:



MUNSON, INC.
Established 1955

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MUNSON TENNIS COURT DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

MIKE GIES
CITY OF MEQUON
11333 N CEDARBURG RD.
MEQUON, 53092

DATE:

February 4, 2022

JOB NAME & LOCATION

**ROTARY PARK DOG
PARK FENCE**

Phone (414) 803-3076

mgies@ci.mequon.wi.us

Per your request, we are pleased to quote the following:

1. Furnish and install 1,980' of Chain Link Fence without barbed wire, including (2) single swing gates and (1) double swing gate. Fence to be 4' high overall.
2. All gate posts, terminal posts and brace line posts will be set in 36" deep concrete for frost protection and all unbraced line posts will be driven 48" deep for frost protection.
3. Excavated spoils will be dispersed at job site.

SPECIFICATIONS OF NEW FENCE TO BE AS FOLLOWS:

1. All posts, rails and applicable fittings above and below ground, will be zinc coated by the hot-dip process in accordance with ASTM F-1083 A-90, and A-626.
2. **FABRIC:** 2" mesh #9-gauge aluminized steel. Hot dipped galvanized before weaving with a minimum of (1.2 oz.) of zinc per square foot.
3. **TOP RAIL:** 1-5/8" O.D. SS20 gauge pipe.
4. **LINE POSTS:** 2" O.D. SS20 gauge pipe. Posts will be spaced a maximum of 10ft. on center.
5. **TERMINAL POSTS:**
END & CORNER POSTS: 2.5" O.D. SS20 gauge pipe. Each terminal post will have a brace assembly of 1-5/8" pipe and a 3/8" truss rod.
6. **GATE POSTS:** 3" O.D. SS20 gauge pipe.

AUTHORIZED
days.

SIGNATURE: _____

Richie Guess – Project Manager

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

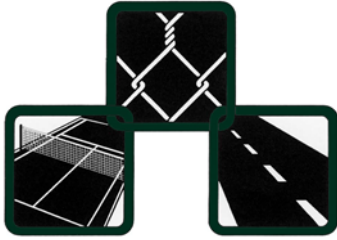
NOTE: This proposal may be withdrawn by us if not accepted within 10

SIGNATURE: _____

Date of Acceptance: _____

SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-



MUNSON, INC.
Established 1955

MUNSON **FENCE** DIV.
MUNSON-ARMSTRONG **PAVING** DIV.
MUNSON **TENNIS COURT** DIV.

6747 N. Sidney Place Glendale, WI 53209

Phone: (414) 351-0800 FAX: (414) 351-0879

www.munsoninc.com

PROPOSAL SUBMITTED TO:

MIKE GIES
CITY OF MEQUON
11333 N CEDARBURG RD.
MEQUON, 53092

DATE:

February 4, 2022

JOB NAME & LOCATION

**ROTARY PARK DOG
PARK FENCE**

Phone (414) 803-3076

mgies@ci.mequon.wi.us

7. **SWING GATES:** Single swing gate: 4' wide by 4' high. Double swing gate: 10' wide by 4' high. Swing gate frame will be constructed of 1-5/8" O.D. SS20 pipe welded at all corners to form a rigid panel and filled with fabric to match the fence. Latch to have a provision for padlock.

LABOR AND MATERIAL \$52,276.00

AUTHORIZED
days.

SIGNATURE: _____

Richie Guess – Project Manager

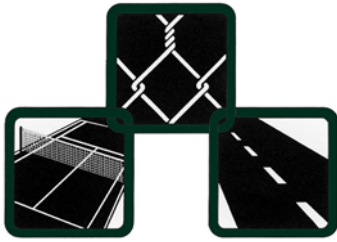
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Notes:

1. Munson Inc. will mark all public utilities (gas, water, electric, cable, telephone, etc.). Owner is responsible for marking private lines (lighting, sprinkler, sump pump, propane, invisible dog fence, etc.) prior to arrival of crews. Munson is not responsible for damage to unmarked private lines.
 - a. Hydro excavation may be required (at an additional cost) if utilities are found to be within 2' of post hole locations which could cost an additional +/- \$250 per hole.
2. Customer can contact All Lines Utility Services LLC at (414) 302-9750 to locate the private lines.
3. Customer is responsible for any necessary permit or variance and for locating fence line.
4. SS20 pipe uses cold rolled steel to provide high tensile and yield strength, and is triple coated to resist corrosion. It is designed specifically for the fence industry and made in the USA.
5. If pieces of concrete, footings, large rocks/boulders, debris or unstable soils are encountered in the work; an extra fee will be incurred for the removal.
6. Quoted price does NOT include "frost-digging" conditions. Should customer require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
7. All Munson Inc. installation crews are skilled, certified, Union craftsmen.
8. Munson Fence Div. of Munson, Inc. warrants all fence material supplied and installed to be free from defects in material and workmanship for (1) [one] year from the date of completion.
9. **Pricing and availability are not guaranteed due to the current volatility of the construction market including asphalt/oil, steel/aluminum, pvc/composite and acrylic products. Customer to be notified as best as possible of any adjustments required at the time of order and/or delivery per manufacturer directives.**

AUTHORIZED
days.

SIGNATURE: _____

Richie Guess – Project Manager

ACCEPTANCE OF PROPOSAL: The above prices, specifications and attached Terms and Conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

NOTE: This proposal may be withdrawn by us if not accepted within 10

SIGNATURE: _____

Date of Acceptance: _____

SIGNATURE: _____

-SEE LAST PAGE FOR TERMS AND CONDITIONS-

1. Upon acceptance of this contract, if a cancellation notice is not received in writing within three days of acceptance, Munson, Inc assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale herein contained. Any withdrawal of this contract could result in partial billing to reimburse Munson, Inc. for planning, preparation, and materials already ordered or installed on the job site.
2. This contractor is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or his agent agrees to indemnify and hold harmless Munson Fence Div./Munson-Armstrong Paving Div., Munson Inc. from any and all claims, liabilities, costs and expenses whatsoever arising from above.
3. Property owner is responsible for any necessary permits or variances, unless specifically noted in the contract
4. The contract does not contemplate the encountering of underlying rock, concrete, wood or other unsuitable materials or unusual conditions during excavation. Should these conditions be encountered the owner shall be charged for the extra work incurred.
5. The contract does not contemplate "frost-digging" conditions, unless specifically stated in this contract. Should owner require installation during such conditions, an additional charge will be made based on the actual time and equipment required to complete the installation.
6. Any alteration or deviation from stated specifications involving extra costs will become an extra charge over and above original contract. Any such alteration or deviation from stated specifications will be performed only upon submission of a written change order, and Owner/Contractor will be required to pay to Munson, Inc. an extra charge over and above the original contract price for performance of the requested change order.
7. If, after notification, Munson, Inc. is unable to complete its work due to unmoved vehicles or obstructions, Munson, Inc. may bill for additional trip charges or vehicle towing charges.
8. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.
9. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices.
10. All labor and material is conclusively accepted as satisfactory unless this contractor is notified in writing within 72 hours after the work is performed.
11. Any claim for property damage is conclusively waived unless this contractor is notified in writing within 72 hours of the occurrence.
12. Munson, Inc. is not responsible for concrete or asphalt damage due to normal construction equipment traffic.
13. Site restoration from excavation, such as backfilling edges or post footings, is not included unless specifically noted in the contract.
14. Prior to the commencement of the work of Munson, Inc., the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the work of Munson, Inc. If Munson, Inc. is directed to commence its work prior to the time such other work is completed, Owner/Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to Munson, Inc. commencing any of its work before any others have completed their work.
15. All agreements are contingent upon strikes, accidents or delays beyond our control.
16. Unless stated in the contract, terms of payment are net 15 days. Any past due balances shall be subject to the current legal interest charge per month.
17. Owner shall reimburse Munson Inc. for any expense incurred by Munson Inc. in protecting or enforcing its rights under this agreement including, without limitation, reasonable attorneys fees and legal expenses (and, if appropriate, all expenses of taking possession, holding, preparing for disposition and disposing of any collateral). This includes any expenses incurred before and after the commencement of any litigation to protect or enforce its rights under this agreement, including all appeals.
18. This contract will be construed and enforced in accordance with the laws of the State of Wisconsin.

B. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON FENCE DIV.

1. All property lines and grades are to be established by the owner. Fence is to follow ground lines unless otherwise provided for in this contract.
2. Obstructions of every nature, which in any manner interfere with the erection of fence shall be removed by the owner prior to commencement of work, unless otherwise provided for in this contract.
3. On all jobs where Munson Fence Div. installs or supplies "Razor Ribbon", owner or agents of the property will hold Munson Fence Div./Munson, Inc. harmless in any way from claims, liabilities or injuries.
4. Gate Operator Systems: End user to understand the operations and safety systems of the unit

C. ADDITIONAL TERMS AND CONDITIONS FOR MUNSON-ARMSTRONG PAVING DIV.

1. **MUNSON-ARMSTRONG PAVING DIV. DOES NOT WARRANT AGAINST CRACKS SINCE THEY WILL APPEAR IN ALL PAVEMENTS.**
2. A 1-1/2% slope or greater is necessary for surface drainage of asphalt paving; 1% for concrete paving. If the owner directs construction of the subgrade, base or paved surface that results in a lesser slope, this contractor does not warrant satisfactory surface drainage.
3. Salt or melting compounds should not be applied to concrete paving for 12 months after installation. Any pitting or peeling resulting from such application will not be warranted by this contractor.
4. Due to the fact that ready mixed concrete is composed of all natural materials, Munson Inc cannot warrant against premature discoloration.
5. Material will not be placed on a wet, unstable, or frozen subgrade. A suitable subgrade shall be furnished the contractor as a condition precedent to the performance of this contract.
6. The catch basin price is based upon the existing sewer lateral at the property line being in serviceable condition. Should it be necessary to connect to the street sewer line, owner shall be charged for the extra work incurred.

LIEN NOTICE

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (CONTRACTOR) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR AND MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID."



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2918
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: 2022 Work Plan

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

Attachments:
2022 Work Plan (February 16) (DOC)

**Park and Open Space Board
2022 Work Plan (February 16, 2022)**

Month	Agenda Topics
February	• Rotary Park- Winter Hike Reminder (February 19th) • Review and Approve- 1840 Beer Garden Special Event Agreement • Possible Rotary Dog Park - Discussion • Review and Approval of – Dedication/Donation Agreement-MTLL/Heat fences
March	• RFP- Extension of Rotary River Walk – 2 new properties • Jewish Food Festival- Special Event Agreement Review and Approve • Review and Discuss- Kueny Design for Lemke Task 2 • Fundraising Committee to work with MCF - Lemke • 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/Asphalt
- River Barn – HVAC
- Floor Refinishing, interior painting, trim, LED upgrade – Reuter
- Refinishing- Lemke Pavilion Clear Coat
- River Barn Portals
- River Barn Interior Finishing



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 16, 2022
SUBJECT: Parks and Forestry Superintendent Report

- Candlelight Light Walk in The Park
- Arbor Day 2022 is May 1, 2022 at River Barn Park - Volunteer's needed

Attachments:
Candlelight Walk 2022 Flyer (PDF)

MEQUON-THIENSVILLE
SUNRISE ROTARY CLUB
AND CITY OF MEQUON

PRESENT

CANDLELIGHT WALK-IN-THE- WOODS

at Pukaite Woods

Mequon Rotary Park

February 19, 2022

5:30-8:30 PM

Attachment: Candlelight Walk 2022 Flyer (7047 : Parks and Forestry Superintendent Report)

Masks Optional