



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, February 17, 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. January 20, 2021 Minutes

3) Action Item

Discussion and Possible Action

a. **RESOLUTION 3811** A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park

- b. Lemke Bathrooms Request for Proposal Draft
- 4) Chair Report
 - a. Chair Report
- 5) Parks and Forestry Superintendent Report
 - a. Parks and Forestry Superintendent Report
 - b. 2021 Work Plan
- 6) Adjourn

Dated: February 17, 2021

/s/ Patrick Marchese, Chair

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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 20, 2021

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 Kay Amland

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 -- **Absent**

Alternate Alderman Kathleen Schneider -- **Excused**

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

2) Approval of Meeting Minutes

a. December 16, 2020 Minutes

Alderman Parrish made a correction to reflect a No/Nay vote for Resolution 3798 on approving LionFest in Rotary Park.

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Vite

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

Attachment: 01-20-2021 Mins_Park and Open Space (5942 : January 20, 2021 Minutes)

Discussion and Action

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

Parks and Forestry Superintendent Gies provided an overview of Gathering on the Green and their time in Mequon at Rotary park. The event is going into its 26th year and has had a positive impact on the City and Community. The City has assisted in the set-up during the week and has kept in constant contact with the organizers.

Rob Kos, Executive Director of Gathering on the Green and Traci Cain Program Director were in attendance to answer questions from the board.

Rob stated the relationship with the City has been great, they are in communication daily leading up to and during the event and would like to see it continue. He also provided that Gathering on the Green would be held annually on the third weekend of July starting 2022.

Parks and Forestry Superintendent Gies went over the highlighted portions of the Special Event Agreement to clarify items that have already been in place with Gathering on the Green and any corrections Gathering on the Green inquired on. The board discussed cost - emergency services, sitemap, dumpsters, janitorial supplies being applied in the deposit, power inefficiencies. Gathering on the Green suggested changes to 22. b. for Emergency Services and 45 Cancellation with reasonable instead of Sole. The board agreed with the original verbiage and recommended Sole be used and not changed to reasonable.

Chair Marchese made a motion to approve Resolution 3800 with recommendations to waive the fees for emergency services.

During discussion board members felt without a policy in place, this decision should come from the Common Council and not be made at their level. This motion failed.

Chair Marchese made a motion to approve the special event agreement with amendments and recommendations for corrections within the agreement and cost would not be determined by this board.

- a. Motion to approve Resolution 3800 with Recommendation to waive fees for the public safety.

RESULT: **Failed by Voice Acclamation [2 to 9]**

MOVED BY: Board Member Marchese

SECONDED BY: Board Member Lysaught

AYES: Marchese, Lysaught

NAYS: Bratt, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Usowski, Vite

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

MOVED BY: Board Member Marchese

SECONDED BY: Board Member Branch

AYES: Bratt, Marchese, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite

c. Parks Capital Improvement Projects Wishlist for 2021

Parks and Forestry Superintendent Gies presented the Parks Capital Improvement Projects for 2021. This included items that he would like to see completed in 2021 along with a breakdown of other future CIP projects and ones that were completed in 2020.

4) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies provided the board an update on the Public Works and Common Council approval of Lionfest in Rotary park for June 2021. He also introduced an event the City is a partner in with the OWLT and Rotary Club for a Winter Walk in the Woods through Pukaite Woods. This event will be by reservation, and also will have special luminary lighting, fire pit, and hot chocolate. The idea is to provide events during the winter that families can enjoy.

b. 2021 Work Plan

Parks and Forestry Superintendent Gies updated the board on the 2021 Work Plan.

5) Motion to Adjourn at 8:22 PM.

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

AYES: Bratt, Marchese, Parrish, Amland, Branch, Cain, Hurtado, Lhost, Lysaught, Usowski, Vite

Respectfully Submitted,

Casey Deuster
 Administrative Assistant



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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 17, 2021
SUBJECT: RESOLUTION 3811 A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in August at Rotary Park

Background

On Sunday, August 1st and Monday, August 2nd, The Peltz Center for Jewish Life in Mequon would like to hold its 3rd annual Jewish Food Festival in Mequon's Rotary Park, 4100 Highland Rd. Admission will be free. This year's Festival hopes to continue to unite the entire greater Mequon area community by sharing culture and ethnic foods. The Festival is designed to celebrate a combined mission and efforts in healing the world through acts of goodness.

In 2020 due to Covid-19 protocols the festival was abbreviated to a drive thru event in Rotary Park. With hope for a more prototypical year, the festival would like to be held as previously planned.

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

City staff has worked with organizers 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.

Analysis

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

As a note two primary requests were made for modifications to the terms in the original Special Event Agreement. The first request, the applicant is seeking permission to construct both a

temporary performance stage, for entertainment purposes during the Event. The second request, the applicant is seeking permission to bring in kosher animals for petting zoo purposes as well as, temporary construction of the necessary fenced area to house the animals. The petting zoo animals proposed would consist of goats, chickens, and ducks. 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 2021 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: 14 hours of sworn officer presence to cover the event (\$102/hour). This will provide 1 officer during each of the two days of operation. As a note the organization does also provide additional private security during the event.

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.

Potential Policy Consideration

In January and February, the Common Council approved a Special Event Agreements for Lionsfest and Gathering on the Green. Recognizing that the Thiensville-Mequon Lion's Club and Gathering on the Green are both civic organizations that use the events as a fund-raising opportunity for charitable contributions within the community, the Common Council modified the fee required by the Special Event Agreement. The fee as approved eliminated the fees for

emergency services and reduced the number of days in the rental to those of the actual event. At the time of approval, the Common Council acknowledged the need to establish a policy outlining which organizations may be considered for a modified fee. As the Gathering on the Green and Jewish Food Festival submittals were already in process, no such policy has been established as of the date of application.

Lionsfest, Gathering on the Green, and Jewish Food Festival are all large events that require a Special Event Agreement, but the events themselves are not equitable. Gathering on the Green is also a civic organization which makes charitable contributions within the community.

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

While Lionsfest, Gathering on the Green, and Jewish Food Festival are independent events, staff is providing supplemental information regarding a means to establish an equitable fee. Without a policy to establish the means and methods for consistency, the Common Council could consider approving the Special Event Agreement with an amendment to the proposed fee. For Lionsfest and Gathering on the Green, the Common Council eliminated the Emergency Services fee. In order to remain equitable between the three large events, for the Jewish Food Festival, that would reduce the proposed fee by \$1,428 to a revised total of \$5,145.

Both the original fee for Lionsfest and the fee for Gathering on the Green included rental fees for both the days of the event itself, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the City to rent the park facilities. For Lionsfest and Gathering on the Green the Common Council amended the number of days in the rental fee. Lionsfest was charged for four days, as the event itself runs Thursday through Sunday. Gathering on the Green was charged for three days, as the event is held for two days, but also inhibits use on the Sunday after the event, which would typically be a population rental day. If both the Emergency Services fees were eliminated and the number of days reduced, the revised total fee for Jewish Food Festival would be \$2175. Please note that this will also include a \$1,000 security deposit, which is refunded less the cost of janitorial supplies, plus a \$520 pass through cost of pumping the holding tanks.

After discussion, if the Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee:

- To eliminate the \$1,428 Emergency Services fee, to a revised Event Fee of \$5,145.
- To reduce the number of rental days to three, for a revised Event Fee of \$5,123.
- To eliminate the Emergency Services fee and reduce the rental days to three, for a revised Event Fee of \$3,695.

Recommendation

City recommends that the Park and Open Space Board (POSB) review and approve the agreement from the Center for Jewish Life Inc. holding a two day rental event in Mequon's Rotary Park. Should POSB approve the agreement at its February 17, 2021 meeting, city staff

recommends that the Public Works Committee and Common Council review the terms, consider amendments as appropriate, and approve the resolution authorizing the Special Event Agreement for the Jewish Food Festival at Rotary Park as an annual event.

Attachments:

Special Event Agreement (Jewish Food Festival) -POSB 2021 (PDF)

site map draft 2021 Jewish Food Festival (PDF)

Jewish Food Festival - PD Letter (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3811

A Resolution Approving an Annual Special Event Agreement for the Jewish Food Festival in
August at Rotary Park

- A. The City of Mequon created a template Special Event Agreement for use in the parks.
- B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.
- C. Center For Jewish Life has requested permission to operate its annual Jewish Food Festival at Mequon's Rotary Park, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.

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

1. The Special Event Agreement for Jewish Food Festival 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: February 17, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on February 17, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Jewish Food Festival

Articles of agreement made and entered into this _____ day of _____, 2021, by and between **Center for Jewish Life, 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 **Jewish Food Festival** (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 **\$6,573**. The Event Fee is comprised of the following costs:
 1. **\$3625** Rental Fee (5 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. **\$1428** Emergency Services (**14 hours Police @ \$102/hour**)
 6. **\$1,000** Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

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

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

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 7 portable toilets and 2 hand washing facilities to supplement the Park facilities. One toilet must be ADA.
- 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 1- 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. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

24. The City shall be required to:

25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

29. The Event shall adhere to the following terms and conditions:

30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
31. Date of the Event.
 - a. Restrict the activities of the Event to Sunday August 1st, and Monday August 2nd, 2021. Preparation may occur starting no earlier than 8:00 am on July 30th 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 August 12-16, 2022, 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 1,500 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), grease removal from hard surfaces, 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. Sunday from 12:00 pm to 7:00 pm.
 - ii. Monday from 12:00 pm to 7:00 pm.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - 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. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
 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.
 - a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
39. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
40. Noise. All sound must be kept at an acceptable level according to City ordinances.
41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfed areas. It is the responsibility of the renter to locate utilities prior to tent installation.
42. Erection of Structures within Park. Section 54-21(1)(d) prohibits the erection of structures within the parks. This Agreement shall allow the temporary construction of a fence to enclose the petting zoo animals during the Event. This Agreement shall also allow the temporary construction of an event stage as outlined on the provided site plan, for use during the Event.
43. Domestic Animals. Section 54-25(3) prohibits domestic animals in undesignated park areas. This Agreement shall allow entry of Kosher animals (i.e. goats, chickens, ducks, chicks). Aside from ingress and egress, the animals shall be kept in an area enclosed with fencing for the entry duration of the Event. It shall be the sole responsibility of the Renter to provide adequate care and supervision for animals.
44. 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.
45. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
46. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have an emergency notification plan in place to notify attendees of inclement weather.
 - a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather-related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
 - iii. Blizzard or Other Snow Fall Conditions.
 1. When the National Weather Service has issued local travel warnings.
 2. When visibility for road travel is severely limited.

- b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity. **Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.**
 - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. Tornadoes. When the National Weather Service has issued a tornado warning for the area.
- 47. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, **health and human safety concerns**, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
 - a. Deposit is non-refundable.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
- 48. 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.

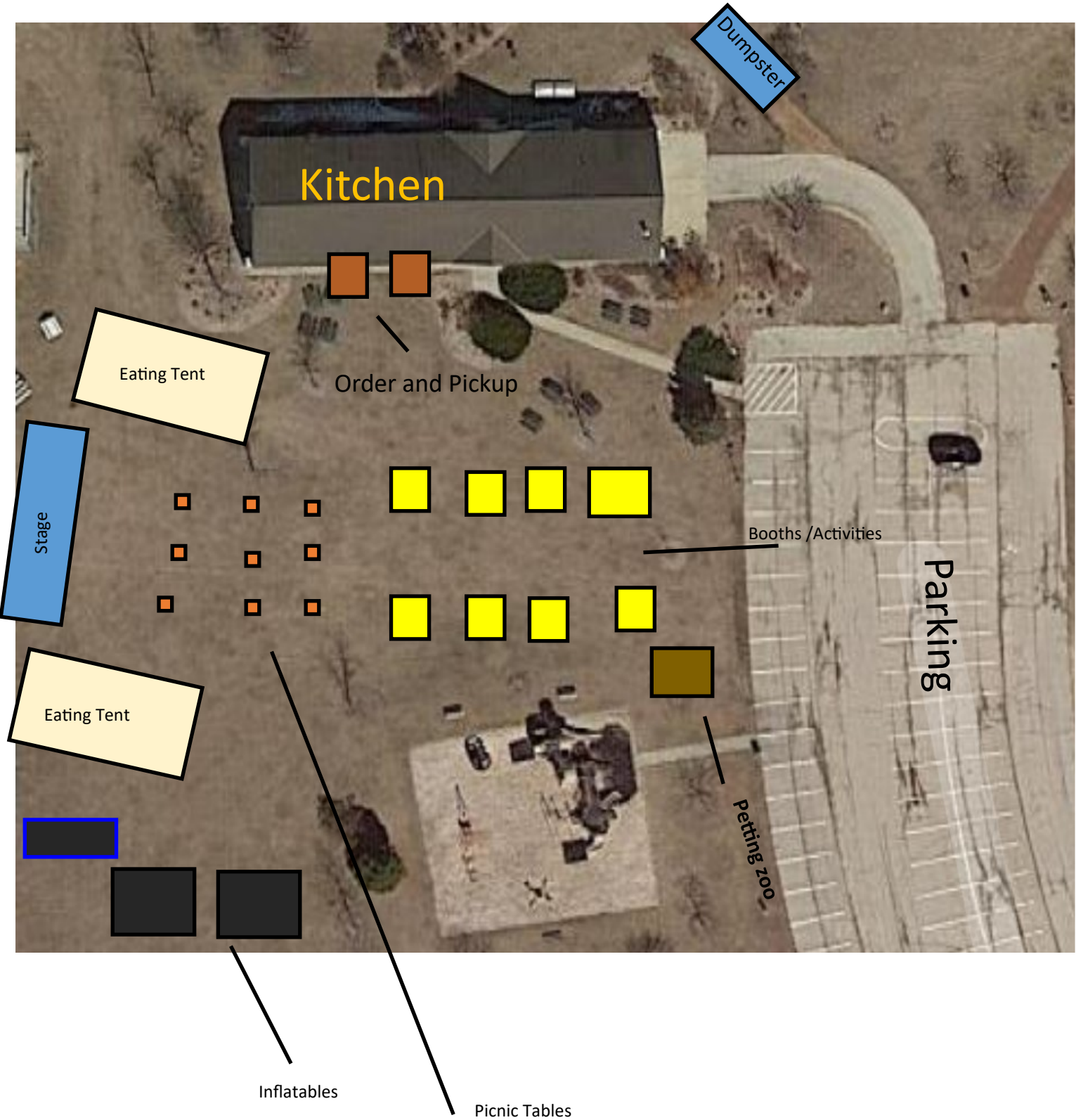
Name, Title
Superintendent
Agency

Michael Gies, Parks and Forestry
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

Site Plan for the Jewish Food Festival



Attachment: site map draft 2021 Jewish Food Festival (RESOLUTION 3811 : A Resolution Approving an Annual Special Event Agreement for



"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: February 11, 2021

From: Patrick Pryor, Police Chief

Subject: Jewish Food Festival 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 issues with disorderly behavior during this event.

The Mequon Police Department Captains have discussed the event and advised the department would need about 14 hours of sworn officer presence to cover the event. This would provide 1 officer dedicated to the event during the hours of operation on both Sunday and Monday.

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 a parking service and their own security service as they have done in the past events.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds. The Operation's Captain will work with the event organizers and make sure an emergency operations plan is in place.

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 17, 2021
SUBJECT: Lemke Bathrooms Request for Proposal Draft

Background

Lemke Park is a 42-acre Community Park located in the southwest corner of Mequon. The primary amenities of the park include, a pair of baseball fields, a park shelter, football fields, archery range, playground, and sand volleyball courts. Absent from those amenities is a permanent restroom facility to support the stakeholder groups that occupy time at the park. Currently two portable restrooms fill the needs of the users. With the expanded use of the park it has become increasingly obvious that a restroom facility is needed. According to National Park and Recreation Association standards, restroom facilities are listed as one of the primary features necessary for determining and supporting uses at a Community Park.

Per the Park and Open Space Plan from 2019, and community survey done as part of the 2019 plan, restroom facilities at Lemke Park were discussed as a primary need of the Mequon Park and Open Space system. Now, in 2021 the POSB has prioritized the moving forward with an architectural, site, and design plans for future implementation of the new facility.

The first step in this process is the generation of an RFP for a consultant or firm that can help with the above named needs.

Analysis

The City of Mequon proposes to construct a new combined restroom with outside entrances, concession stand with kitchen facilities, and additional park garage storage. The structure will be adjacent to an existing park shelter area with the potential of a connecting courtyard in between the two structures. This structure will be facing North and South with the concession stand on the northwest end with the serving area and shelter facing the North. Sidewalks running the length of the entire building, as well as sidewalks leading to both existing ball diamonds shall also be included in this proposal. Currently, no facility is present on site. The new construction would also require installation of well and sanitary services. The intent of the RFP services is to produce architectural and engineered site plans, all associated drawings, specifications, and necessary contract documents to construct building, utilities, sanitation and water services, sidewalks, and walkways.

Fiscal Impact

The implementation of the project is viewed as a public/private partnership between the City of Mequon, park stakeholder groups, and private donations. Outside private funding sources remain a possibility but may be more easily enticed once the design process has been vetted. Budget outlines will be included as part of the RFP process.

Possible sources for city funding are: Capital, Impact fee, and Grant.

Recommendation

Staff requests that the Park and Open Space Board review draft RFP and make requests for modifications. The document is only a draft and staff is open for suggestions to further expound on the document and revise where needed.

Staff is hopeful to have revisions at the March POSB meeting for review and possible approval.

Attachments:

Request-for-Proposal Lemke Bathroom Facility 2021 (draft) (PDF)



REQUEST FOR PROPOSAL (RFP)
ARCHITECTURAL/ENGINEERING/DESIGN SERVICES FOR A COMBINED RESTROOM,
CONCESSION, AND STORAGE FACILITY
AT THE CITY OF MEQUON'S LEMKE PARK
(10103 W. DONGES BAY ROAD)

CITY OF MEQUON
11333 NORTH CEDARBURG ROAD
MEQUON, WI, 53092

FEBRUARY 12, 2021

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1. SUMMARY AND BACKGROUND

The City of Mequon and Park and Open Space Division is seeking cost proposals from qualified firms interested in providing architectural, engineering and design services for the development of a combined restroom, concession stand, and storage facility at one of Mequon's four Community Parks. Per the City's 2019 Park and Open Space Plan and Master Plan for Lemke Park, the Park and Open Space Board has identified the new facility as one of the main capital objectives for 2021-2022.

General Information

Intent: The City of Mequon proposes to construct a new restroom with outside entrances, concession stand with kitchen facilities, and additional park garage storage. The structure will be adjacent to an existing park shelter area with the potential of a connecting courtyard in between the two structures. This structure will be facing North and South with the concession stand on the northwest end with the serving area and shelter facing the North. Sidewalks running the length of the entire building, as well as sidewalks leading to both existing ball diamonds shall also be included in this proposal. Currently, no facility is present on site. The new construction would also require installation of well and sanitary services. The intent of the RFP services is to produce architectural and engineered site plans, all associated drawings, specifications, and necessary contract documents to construct building, sanitary and water services, utilities, sidewalks, and walkways.

Proposals will be received by:

Mike Gies, Parks and Forestry Superintendent
City of Mequon Department of Public Works
10800 North Industrial Drive
Mequon, Wisconsin 53092
mgies@ci.mequon.wi.us

Proposals must be received by XXXXX, 2021 at XXXX.

The City of Mequon reserves the right to modify and waive any and all informalities or technicalities, or to reject any and all proposals and/or parts thereof, and to accept that proposal which it deems most favorable for the City.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until XXXX CST XXXXX. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all

costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by the City Attorney and will include scope, budget, schedule, and other necessary items pertaining to the project.

3. PROJECT PURPOSE

The purpose of this project is as follows:

The purpose of this Request for Proposal (RFP) is to solicit proposals from various candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best fulfills the needs of the City of Mequon to acquire architectural, engineering, design and bid document generation services for a combined restroom, concession stand, and storage facility. Plans and specifications will subsequently be utilized to obtain competitive bids for the building, service, and utility construction.

4. PROJECT SCOPE

The City of Mequon seeks a firm to:

The Scope of Services shall be comprehensive including programming, schematic design, design development, construction document, bidding and negotiations, and construction administration. Selected firm will coordinate meeting(s) with Park Staff, Park and Open Space Board, Common Council to gain insight to park needs prior to and during the design process.

Site Design: Service shall include all aspects of site design including but not limited to:

- Erosion and sediment control
- Sanitary and Water infrastructure improvements
- Storm water management
- Utility coordination
- Grading elevations
- Comprehensive landscape design

Signed and sealed Architectural and Engineering drawings and specification for all aspects of the construction, including but not limited to, lighting and electrical system, plumbing, water system, sanitary system, and structural system. All systems specifications shall be based on engineering calculations to properly size the systems for the building involved. All drawings and specifications shall be in sufficient detail to obtain fixed construction bids and apply for permits.

Restroom, Concession, Storage building: The City intends to utilize the Architectural/Engineering firm to assist City Staff as Project Manager to handle most contract

administration issues. Building Design and Administration services shall include all aspects of building design including but not limited to:

- Generate a construction plan set, stamped, and signed by a professional engineer
- Provide a construction cost estimate
- Generate technical specifications and bidding documents for the improvements, stamped and signed by a professional engineer
- Attend pre-construction meeting(s) and construction meetings as needed to help coordinate and answer questions from the City, contractors, and sub-contractors.
- Review submittals
- Review pay request and process progress payments
- Designs shall meet all building code standards
- Provide a lump sum fee for design and administrative services
- Provide hourly fees for services not specifically identified in the scope

The City of Mequon will administer the bidding process and generate the front end/administrative specifications.

5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than XXXX.

Upon notification, the contract negotiation with the winning proposer will begin immediately. If negotiations with the winning proposer fail, the City reserves the right to select another proposer for negotiations.

Notifications to bidders who were not selected will be completed after successful completion of negotiations.

Project Timeline:

Selected proposer will provide the schedule for design. Time is of the essence in this project.

6. BUDGET

All proposals must include proposed costs to complete the tasks described in the project scope.

NOTE: All costs and fees must be clearly described in each proposal. A breakdown of tasks with cost per task is also required.

7. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- Prospective bidders are required to meet all qualifications and specifications of this Request For Proposal in order to be considered for award. If a vendor does not clearly demonstrate and provide documentation substantiating that they are compliant with the qualifications and specifications of this Request For Proposal, they may be disqualified.
- All prospective bidders are to make written proposals that present the firm's qualifications and understanding of the work to be performed. Prospective bidders shall address each of specific topics listed as a minimum. Failure to include any of the requested information may be cause for proposal to be considered non – responsive and rejected.
- Describe your firms overall experience performing design services on a similar sized contract.
- Provide a list of at least (3) current references for which comparable work has been performed. This list shall include client name, person to contact, address, telephone number, and description of work performed.
- Questions for the city should be gathered into one email communication from the prospective bidder and submitted to the Parks and Forestry Superintendent at mgies@ci.mequon.wi.us.

Terms and Conditions

If for any reason, the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.

The successful proposer will be required to furnish, within five (5) days of award notification and before commencing work, a certificate of insurance. The certificate shall name the City, its officers and employees, as additional insured.

The agreement resulting from this RFP shall be required to contain the following:

“Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, (including attorney fees) arising out of this agreement, caused in whole or in part by the Provider or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.”

The City reserves the right to reject any or all proposals, to waive technicalities, or to accept the proposal deemed to serve the City's best interest.

All cost associated with preparation, submittal and presentation of proposals shall be borne by the proposer.



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: Pat Marchese, Chair
DATE: February 17, 2021
SUBJECT: Chair Report

Chair Marchese to provide a summary of each item:

- Presentation to Noon Rotary Club - January 19, 2021.
 1. Continuation of River Walk at Gateway project.
 2. Reuter Pavilion Facade
 3. Rotary Park Parking lot replacements.
 4. Rotary Park Outdoor Recreational improvements:
 1. Fishing Pier replacement
 2. Fishing ledges
 3. Drainage improvements
 4. Wellness walks
 5. Habitat improvements.
 5. River Barn Portals, shoreline restoration and walking trail.
 6. Lemke Park bathroom design.
- Status: Open Space and Outdoor Recreation plan amendment.
 1. Support from SEWRPC and Planning and Development on map production.
- Status: Establishing Mequon Park and Open Space Society
 1. Seeking support and defining purpose.



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 17, 2021
SUBJECT: Parks and Forestry Superintendent Report

Updates

- Lionfest and Gathering on the Green updates
- Mequon Acting as a Project Sponsor for the AOC Project Update



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Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 17, 2021
SUBJECT: 2021 Work Plan

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

Attachments:
2021 Work Plan (February 17,2021) (DOC)

**Park and Open Space Board
2021 Work Plan (February 17, 2021)**

Month	Agenda Topics
February	• Mequon Park and Open Space Society- update • Mequon Park and Open Space Plan- Amendment update • Jewish Food Festival- Special Event Agreement Review and Approve • RFP- Planning and Design of Lemke Restrooms • Update- AOC 2021 • Update- LionFest Rotary Park- Winter Hike reminder
March	• RFP- Extension of Rotary River Walk • Contract award for- PM/PA • Arbor Day • On Board PM/PA- Prepare RFP for PC
April	• Review and Approve- Contract for AOC PC • QAPP- Preparation AOC • Historical Review/Field Survey report • Fund for Lake Michigan- Update
May	• 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 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 2022
Rotary Pavilion Holding Tank	Complete	

Ongoing Park Projects:

- Reuter Pavilion Doors, Rood, Facia, Gutters, Interior Finishing

- Garrison's Glen- Concrete
- Rotary Park Parking Lot Completion 2021
- River Barn Portals
- River Barn Interior Finishing