



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

Tuesday, February 28, 2023

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 18, 2023 Minutes
- 3) Discussion Item and Possible Action
 - a. Parks CIP List & Budget Meeting Updates
 - b. Palladium Patios and Landscaping, LLC. - Yin and Yang
 - c. Parks and Forestry Superintendent Report
 - a) **Candle Light Walk Update**
 - b) **Arbor Day - Volunteers**
- 4) Work Plan
 - a. January 2023 Work Plan
- 5) Adjourn

Dated: February 28, 2023

/s/ Jason Cain, Chair

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

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

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



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, January 18, 2023

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jason Cain
 Vice Chair Breanne Plier
 Alderman Brian Parrish
 Board Member Peter Bratt
 Alternative Alderman Jeffrey Hansher
 Board Member James Lysaught
 Board Member Anton Usowski
 Board Member David Wolfson -- **Absent**
 Board Member Joseph Branch -- **Excused**
 Board Member Gerald Vite -- **Excused**

2) Minutes

1. 11/16/2022 Minutes

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

AYES:	Cain, Plier, Parrish, Bratt, Hansher, Lysaught, Usowski
ABSENT:	Branch, Vite, Wolfson

Attachment: 1-18 (8183 : January 18, 2023 Minutes)

3) Discussion Item

a. G.O. G 2023

Discussion ensued on presenting a recommendation to charge the full amount for Emergency Services to the March Common Council meeting.

b. January 2023 CIP

Discussion ensued on prioritizing the CIP list in order of and adding a column for estimated private funding.

4) Parks and Forestry Superintendent Report

a. Fishing Pier

- Rotary Park pier completed

b. Kueny - Lemke Update

- Planning Commission meeting February 27, 2023

c. Winter Projects

- River Barn restroom painting and refinishing
- Epoxy Floor installation at Rotary Pavilion bathrooms
- Trinity Creek observation pier

5) 2023 Work Plan

1. Work Plan

6) Adjourn

Respectfully Submitted,

Ren Schlereth

Administrative Secretary

Attachment: 1-18 (8183 : January 18, 2023 Minutes)



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Office of Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 22, 2023
SUBJECT: Parks CIP List & Budget Meeting Updates

Background

Since the 2019 Park and Open Space Plan, the board is tasked with prioritizing future projects within the Park and Open Space system. The funding for these prioritized projects can vary from capital, park impact fee, private donation/s, or a combination of all those sources.

1. Prioritization of Capital expenditures in the Parks and Open Space for 2023 and beyond. The prioritized list of expenditures should be reviewed and approved.
2. Prioritization and allocation of impact fees for 2023 and beyond (approximately \$302,000 to date)

As discussed at the January POSB meeting, the board requested the list be sorted from top to bottom, and the requested additions from 2022 be incorporated into the prioritized list. The prioritization allows for a more comprehensive list of tasks and a prioritized list that can be added to on a yearly basis as the park system evolves. Prioritizing the list from top to bottom gives the board and others a good idea of what will need funding in future years, and what those total allocations/asks will need to be from year to year. Furthermore, this will aid in the future budget discussions and make it easier for the board to decide on a direction for funding requests should the allocation not be enough to cover the total needs.

The board also suggested a more consolidated one page list for just the next 2-3 years of planned spending/requests.

Recommendation

Staff recommends the board review the updated list and have a discussion on possible adjustments to the list of projects that will be considered for both the 2023 current budget cycle and the 2024 budget considerations or beyond.

Attachments:

Parks CIP 2-22-23 (PDF)
Budget (PDF)

2023 Major Projects (Capital and Impact Fee)

* indicates multiple possible funding sources

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

Priority Status	Park Location	Description/General	Estimated Cost	
1	Lemke Park	Bathroom/Concession/Storage Facility	\$765,000-\$934,000	**
1	Rotary Park	Reconstruction- Basketball, Pickleball Court and Fence	\$90,000	
1	All Parks	EAB removal and Replacement	TBD	on going annually
2	Rotary Park	City water, gas, WiFi, keyless entry	\$164,000	
1	Katherine Kearney	West Parking lot	TBD	road program/on hold I-43
1	Katherine Kearney	Ash removal and replant (continued)	\$15000/ year	on going annually
4	Rotary (Reuter)	Replacement - Musical Playground	\$195,000-\$215,000	
2	Park Repaving	Katherine Kearney, Villa Grove, Riverview	TBD	road program
3	River Barn Park	North Parking Lot Repaving	\$ 125,000	
3	River Barn Park	Tree relocation, river portals, prairie	\$25,000	*
3	KKCP	Perimeter Fencing - west and east road frontage	TBD	
3	Riverview Park	Playground Replacement	\$120,000	
3	Rotary Park	Improve Drainage (Schmit, Soccer)	\$20,000	*
4	Rotary Pavilion	All inclusive playground	\$1,000,000	**
4	Rotary Pavilion	Bolt-on/Expansion/Water/ ADA restrooms	\$300,000	**
4	Community Park	Drainage improvement	TBD	
4	Garrison's Glen	Footbridge and connecting path to the west	\$7,500	
5	Settler's/River Front	Extension of Rotary River Walk	TBD	*
5	Highland Woods	Forestry mowing/Restoration plantings	\$10,000 annually	
5	All Parks	ADA audit and Compliance- as developed/remodeled	TBD	
5	Rotary Park	Memory Garden- rebuild pergola/information sign	\$6,000	
5	Rotary Park	Walking Paths (hardsurface)(pond loop)	\$50,000	Partial completion 2021
5	Villa Grove	Parking Lot Extension/Addition	TBD	
6	Grasslyn Nature Pres.	Forestry mowing/Restoration plantings	\$8,000 annually	
6	Community Park	Replace Bleachers	\$6000/each	
6	Reuter Pavilion	Building Replacement/Bolt on remodel	\$850,000	*
7	Rennicke Field	Batting Cage upgrade	TBD	
7	Community Park	Playground Replacement	\$300,000	
7	Rotary Park	Electrical upgrade- per Lion's and GOG request	\$45,000	
7	All Parks	Wayfinding/Directional Signage (New)	TBD	
8	Rotary Dog Park	5 Acre Dog Park, fencing, amenities	TBD- See Dog Park CIP	
8	Community Park	Remove and Replace Asphalt paths, connect OIT	TBD	
8	Garrison's Glen	Shoreline restoration	TBD	
8	All Parks	Drinking Fountains	\$6,000/each	
9	Lemke Park	Playground Replacement	\$250,000	
10	Riverview Park	Relocate Archery Range	\$10,000	
10	Villa Grove	Restroom Shelter	\$300,000	*
11	River Barn and Lemke	Basketball Courts	TBD	
11	River Barn Park	Playground Replacement	\$250,000	
12	Rennicke/Community	Baseball Fencing	TBD	
12	All Parks	LED Lighting Conversion	TBD	* Rotary and Reuter complete 2020/2021
13	Rotary Park	Installation of stage	TBD	
13	Rotary Park (Reuter)	Parking Lot Reconfiguration	TBD	*
13	Rotary Park (Schmit)	Outfield fence Replacement and Lighting	TBD	
14	Lemke Park	New 12 and Under Baseball Field	\$250,000	
15	Prinz Nature Preserve	Path Creation, Parking?, Garbage, Signage	TBD	
16	Lemke Park	Football Field Relocation	\$275,000	
17	All Parks	Sport Field Lighting	\$250,000/each	
18	Park Tennis Courts	River Barn	TBD	*
19	Riverview Park	Disk Golf?? (3 holes)	\$15,000	

(52) total projects

Completed Projects				
1	Rotary Pavilion	Fassod project- siding, paint, lighting	\$20,000	Complete 2020
1	Reuter Pavilion	Roof, Painting, LP Fascia, Gutters, LED lights, Doors	\$30,000	Complete 2021
1	Garrison's Glen	Canoe/ Kayak Ramp	\$12,000	Complete 2020
1	Riverbarn	Central Air Installation	\$6,000	in process 2022/ complete by EOY
1	Rotary	ADA Fishing Pier, Path, Stone Platforms	\$80,000	in process 2022/ complete by EOY
4	Rotary and River Barn	Scoreboards (Schmit and R.B. #3)		Complete 2020
1	Rotary Park	Parking Lot Repaving	\$445,000	Complete 2021
3	River Barn	Baseball Fencing	\$32,400	Completed 2022
1	Lemke	Design for Facility	\$38,000	Ongoing/ complete early 2022
1	Rotary (Gazebo)	Widen Asphalt Drive (GOG?)	\$30,000	Complete 2021
3	Community Park	Parking Lot Repaving	\$159,900	Complete 2022
7	River Barn	Canoe/ Kayak launch	\$6,000	* Eagle Scout Project 2022 (Complete Fall 2022)

CITY OF MEQUON PARKS

Funding Meeting

RECENT PROJECTS

FISHING PIER



A/C AT RIVER BARN



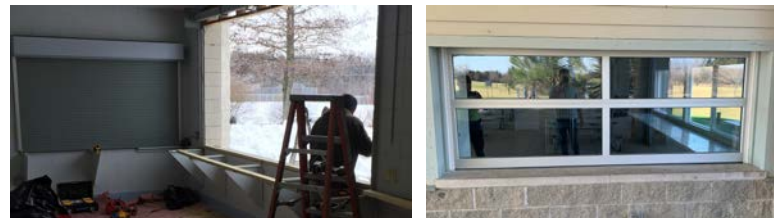
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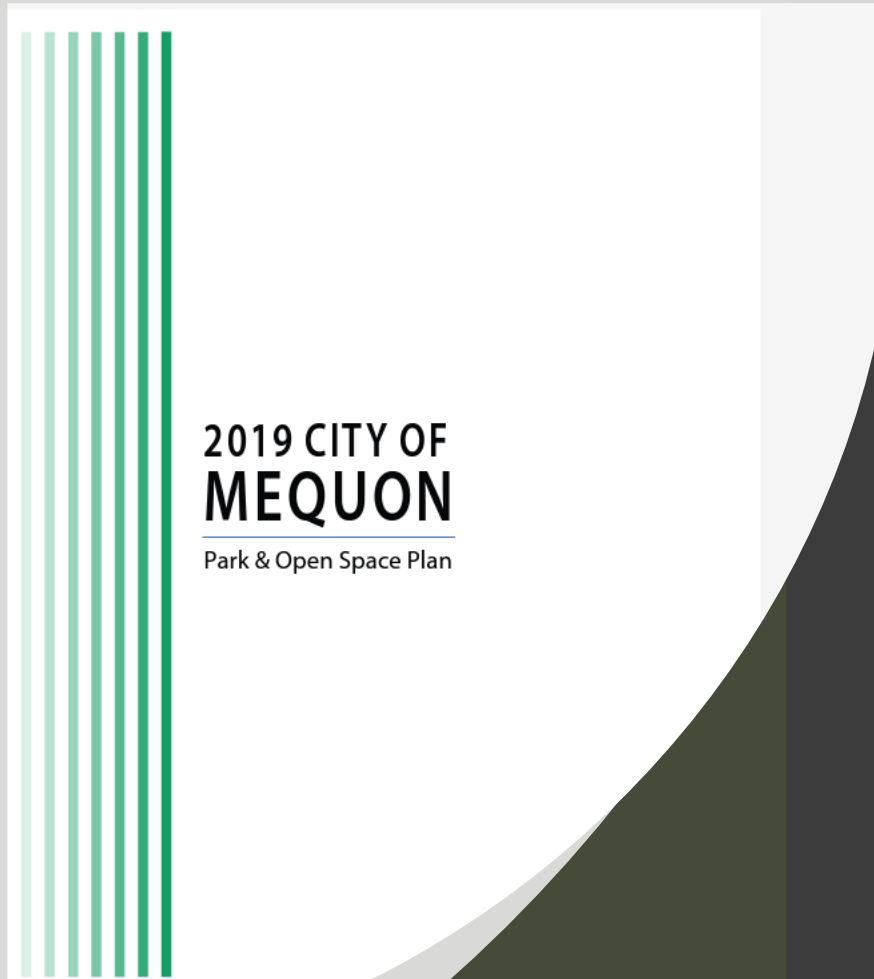


ROTARY PARK REPAVING



CONCESSION WINDOW





PARK AND OPEN SPACE PLAN

- Completed in 2019
- Included master plans for Lemke, Rotary and River Barn parks
- Utilized for capital project prioritization
- Due for update in 2024
Required for grant eligibility

CAPITAL IMPROVEMENT PLAN

P R I O R I T I Z E D P R O J E C T S

LEMKE PARK

- Bathroom/Concession/Facility - \$765,000 – \$934,000

ROTARY PARK

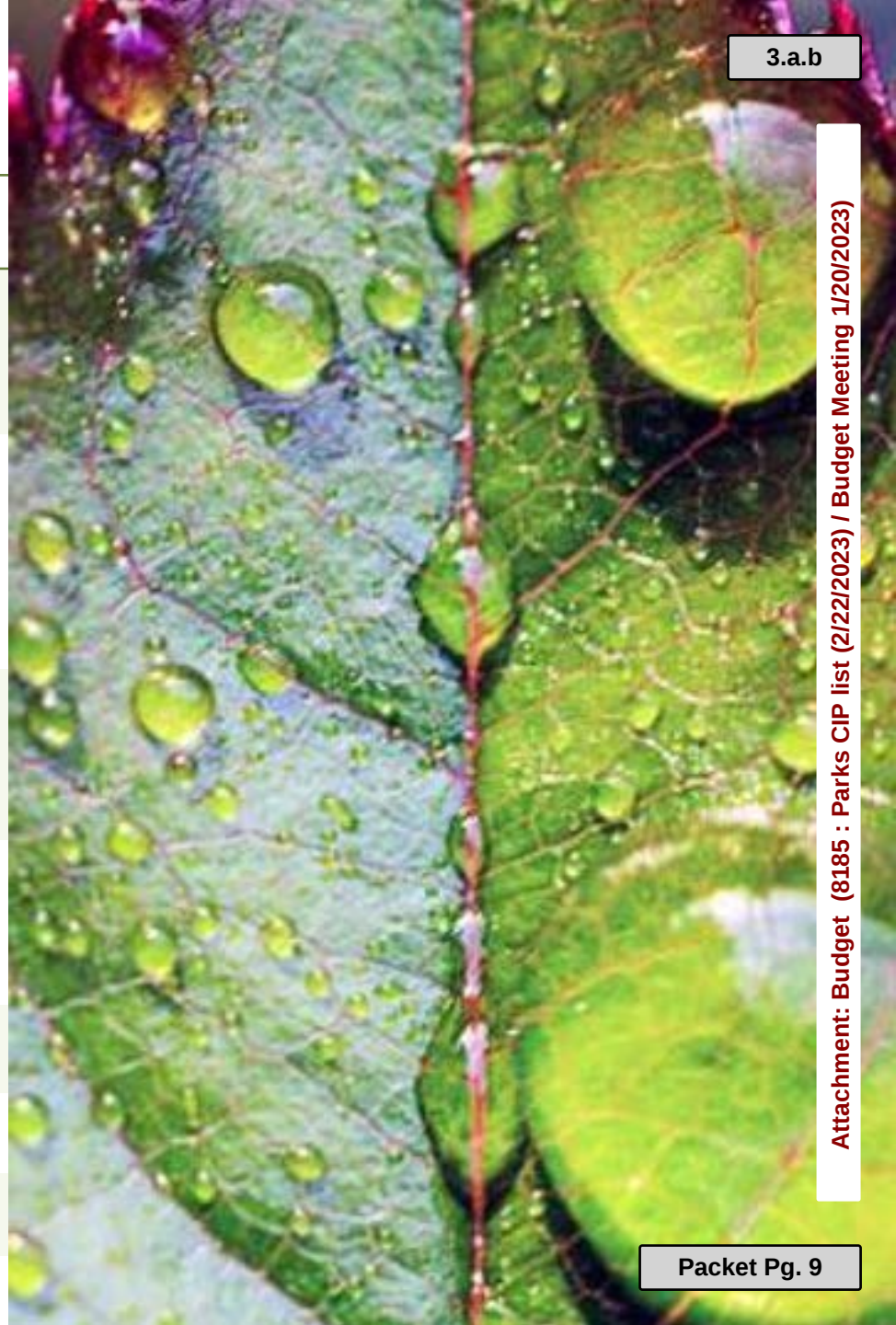
- Reconstruction – Basketball/Pickleball Court and Fence - \$90,000
- City Water, Gas, & Fiber Install – \$164,000
- Playground Replacement - \$195,000 – 215,000

KATHERINE KEARNEY DOG PARK

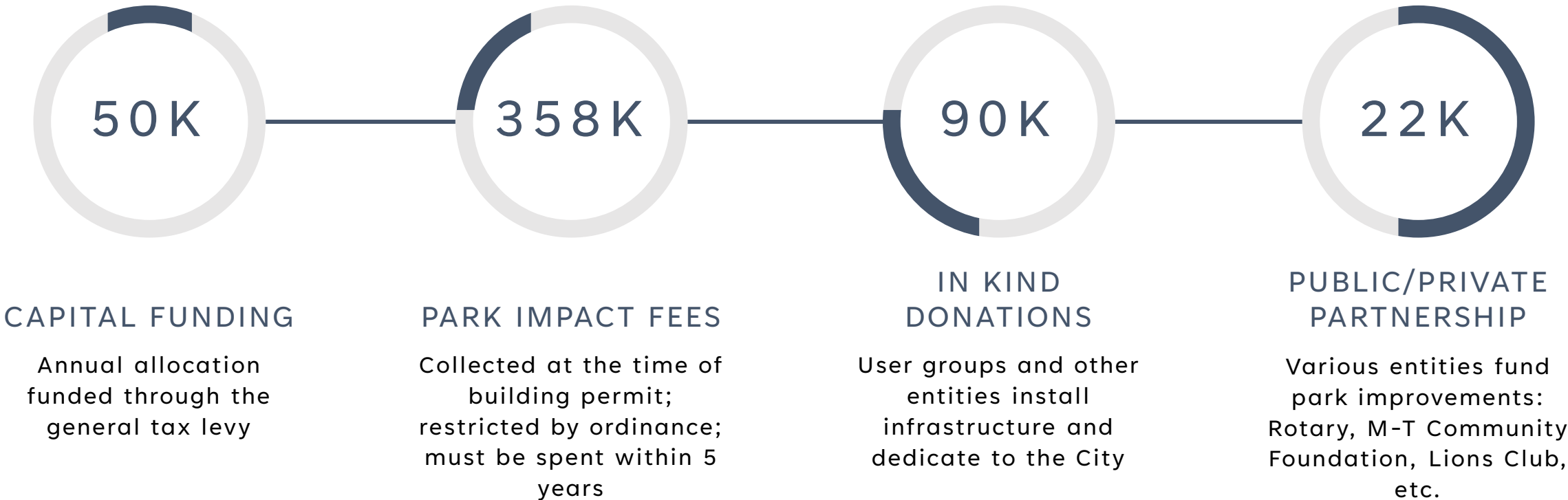
- West Parking Lot – Cost TBD

ALL PARKS

- Emerald Ash Borer Removal & Replant – Cost TBD



FUNDING



LEMKE PARK PAVILION

Funding Source	Allocation	Notes
ARPA	\$350k	CC approved
Park Impact Fees	\$250k	POSB
Public/Private Partnership	\$40k	MTCF, etc.
Brick Sales	\$50k	\$150 each
MMSD GI	TBD	Equal to GI costs
Capital Funding	\$50k	2023 allocation
Gap	\$25-172k	Marketing Campaign/Naming Rights



3.a.b

Attachment: Budget (8185 : Parks CIP list (2/22/2023) / Budget Meeting 1/20/2023)



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Office of Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 22, 2023
SUBJECT: Palladium Patios and Landscaping, LLC. - Yin and Yang

Background

Staff was recently approached by the Mequon Community Foundation, about an inquiry they received from a local Mequon company with interest in installing a patio at one of the two Rotary Park facilities.

Palladium Patios and Landscaping LLC has operated out of Mequon for the past five years. They are interested in giving back to Mequon, by providing a material donation and installation of a patio at Rotary Park. The donation would consist of all the labor, materials, design, and construction to complete an approximate 175-200sqft Yin and Yang paver patio. This would be the equivalent of an 11-12' in diameter patio. The patio would also be accompanied by a small bronze plaque that would have a quote from JFK. The quote would read "Peace is a daily, a weekly, a monthly process, gradually changing opinions, slowly eroding old barriers, quietly building new structures." Palladium would also have their name/login at the bottom of the plaque.

Palladium is also willing to participate in the future maintenance needs of the patio.

Analysis

The location of the patio would be on the north side of the Rotary Pavilion, overlooking the pond. The thought would be to install two adirondack chairs in the future that overlook and the pond and give visitors a quiet observation point. This would also serve to extend the event space and add to the attractiveness.

The patio will be constructed of Holland Premier concrete pavers on a 6" compacted stone base. Engineered grid will be installed prior to the gravel to provide further integrity to the patio. The patio will be edged with EdgeCrete to minimize any movement once the patio is installed. The patios useable life could be 30-40 years should minor maintenance and occasional sealing be completed.

Fiscal Impact

The estimated value of the project is approximately \$10,215.50. The city would not participate in the cost of the project.

Recommendation

Staff recommends that the POSB review and possibly approve the donation of the patio to Rotary Park. Staff would suggest that the board require a proof of the plaque prior to installation.

Attachments:

YinYang Pitch(PDF)

Yin _ Yang 1c (PNG)

Yin _ Yang 1e (PNG)

Yin _ Yang 1f (PNG)

Yin _ Yang 2 (PNG)

Yin and Yang Job Cost (PDF)

Yin and Yang Patio Cost Breakdown (PDF)

Palladium Dedication Agreement MOU 2023 (DOCX)

Palladium Yin and Yang Concept

Purpose

We are based in Mequon (5+ years) and our owners have a great love for the community. It has recently been a goal of ours to get more involved and make a difference in Mequon, as we plan to base our business here indefinitely.

We believe, as a company, that a lasting impact could be made by adding a structure representing peace and beauty to one of our city's beautiful parks.

"Yin and Yang" is one of the most globally recognized symbols of peace, balance, and coexistence. It is also a beautiful and stunning piece of art and symmetry.

Our company prides itself on custom designs and installations, and we feel that this project would be a meaningful use of our talents.

Execution

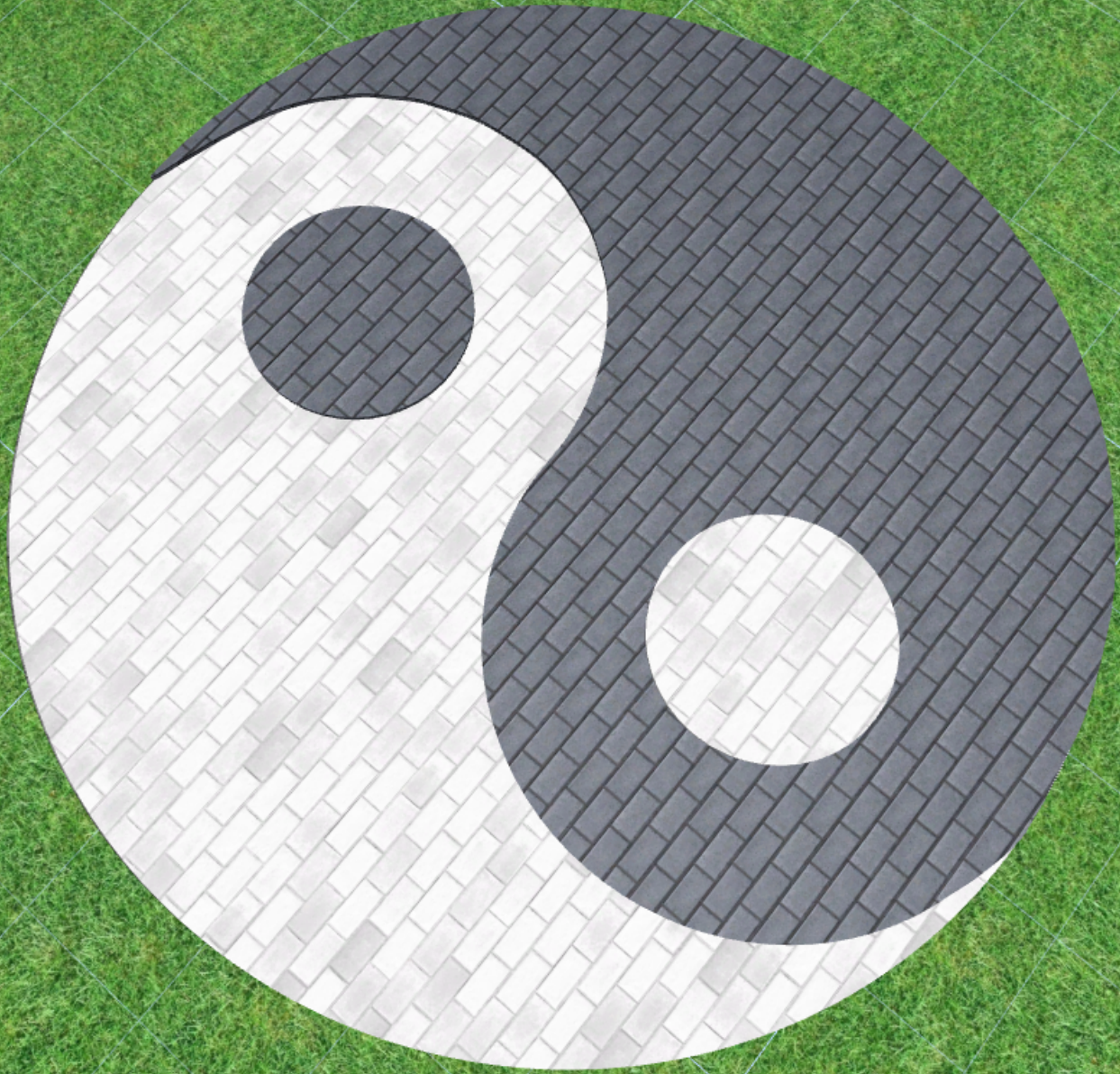
Palladium Patios and Landscaping LLC would like to donate one "yin-yang" patio to the city of Mequon. The patio will be approximately 175-200 square feet when completed.

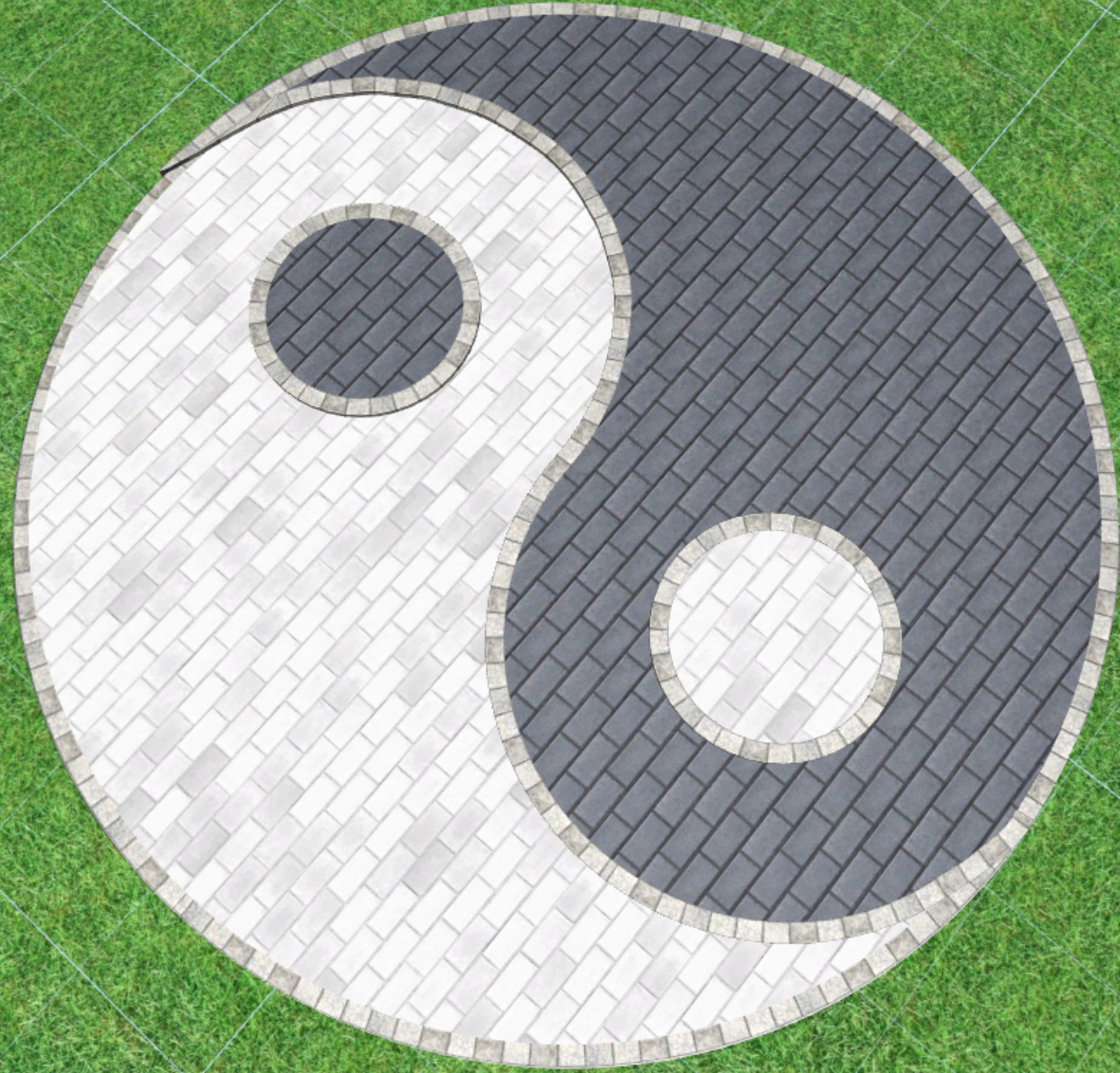
Full design and installation would be carried out according to code and manufacturers specifications by Palladium Patios and Landscaping LLC.

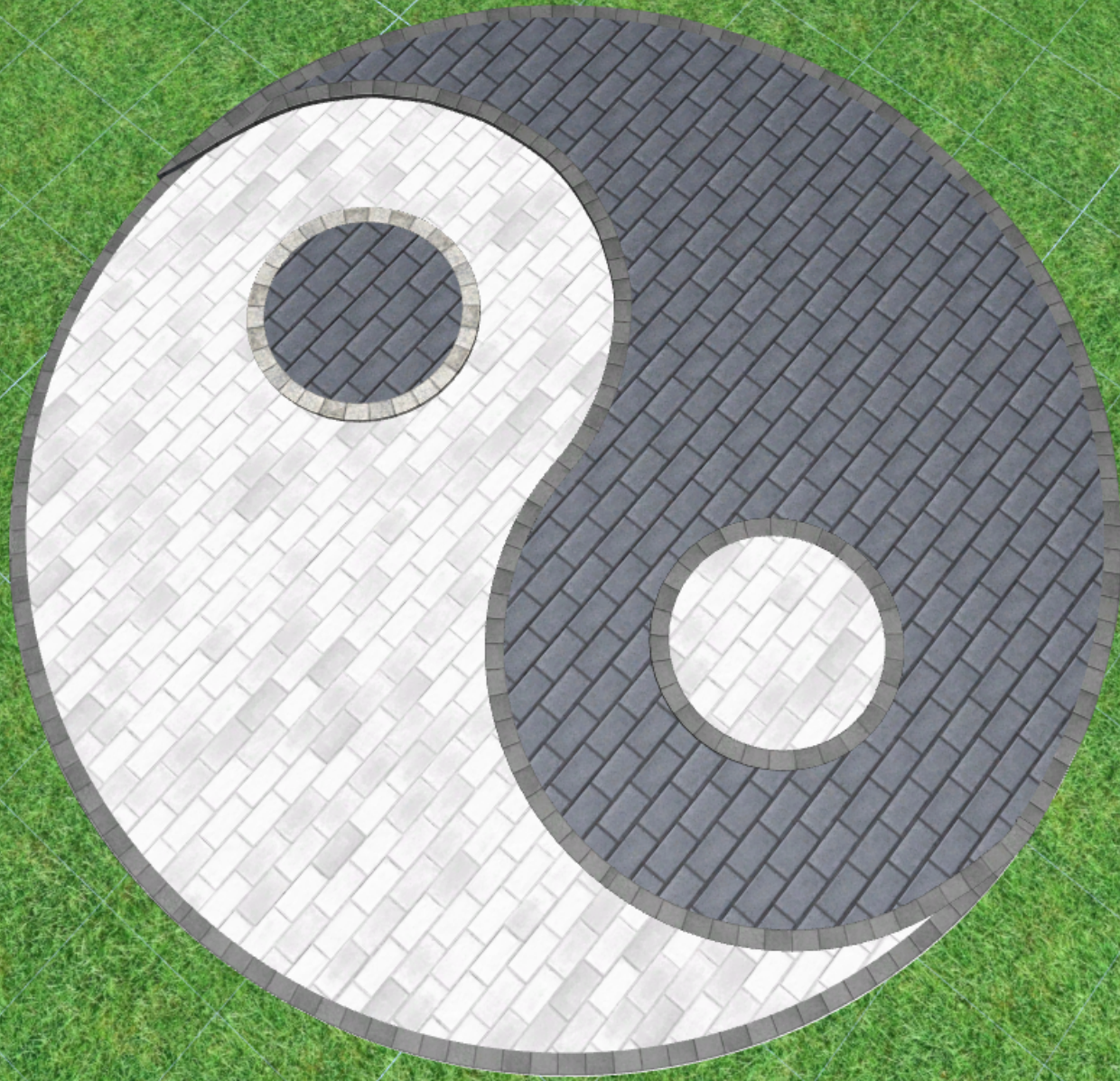
Considerations

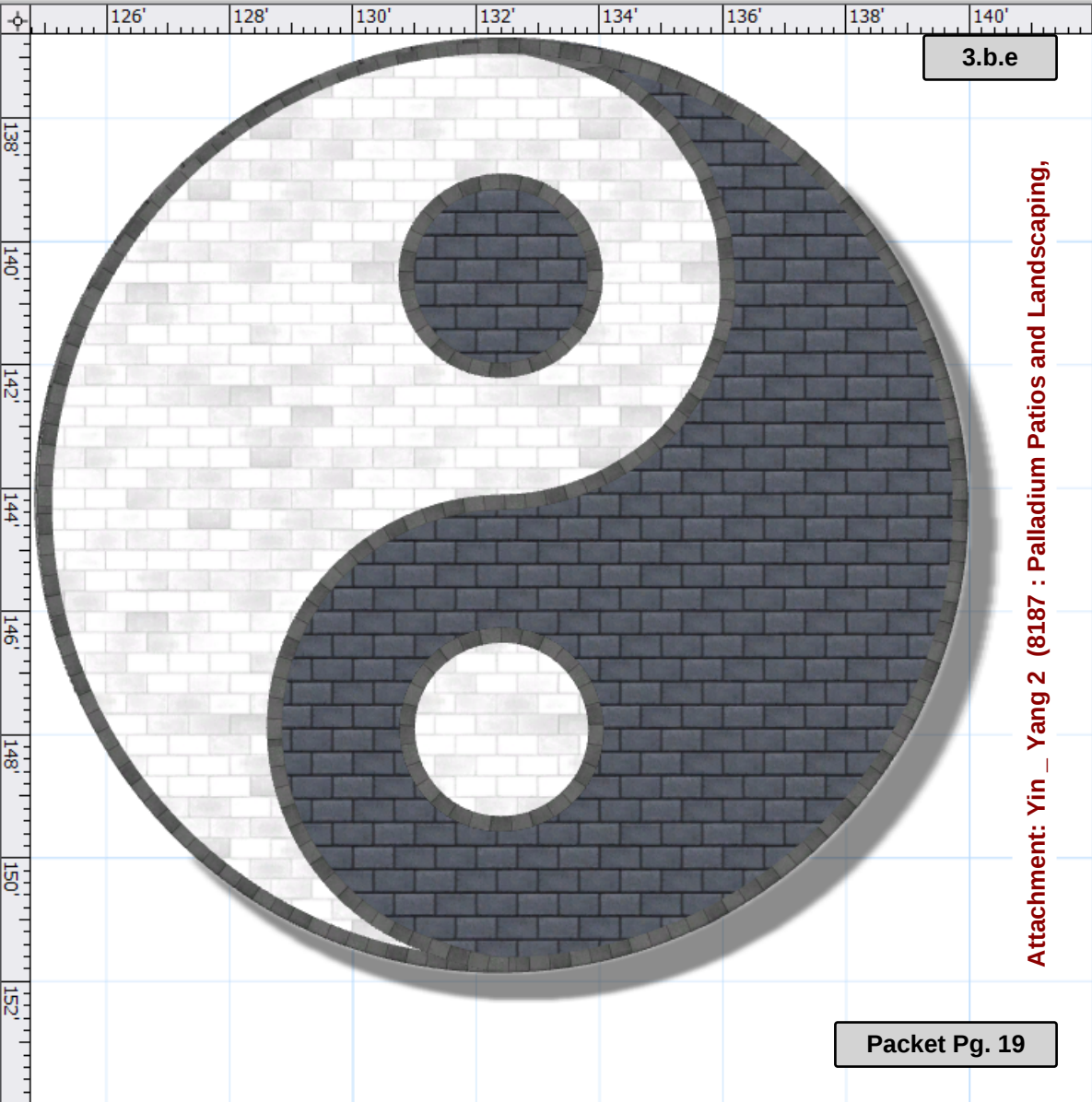
Location: It is understood that the city's representatives will ultimately choose the location of the monument. We would request that the monument be located somewhere that is easily visible to our city's residents.

Plaque: It requested that we be able to place a bronze plaque next to the monument with a quote from JFK. It reads: "Peace is a daily, a weekly, a monthly process, gradually changing opinions, slowly eroding old barriers, quietly building new structures." We would also ask to put our name in small print at the bottom of the plaque.









3.b.e

Attachment: Yin _ Yang 2 (8187 : Palladium Patios and Landscaping,



Estimated Job Cost

City of Mequon

10800 North Weston Drive Mequon, Wisconsin 53092

Salesperson: Tim Brown

Estimator: Tim Brown

Estimate ID: EST3669193

Date: 2/13/2023

Project Name: 10800 North Weston Drive|City of Mequon|Hardscapes

Jobsite Address: 10800 North Weston Drive Mequon, Wisconsin 53092

Hardscapes

Est. Labor Hrs:	50.00	Est. Total Cost:	\$4,723.49
Est. Labor Cost:	\$1,401.60	Est. Total Revenue:	\$9,682.94
Est. Equip Cost:	\$1,028.00	Est. Overhead Recovered:	\$2,402.42
Raw Material Cost:	\$2,174.30	Est. Gross Profit:	\$4,959.45
Total Material Cost:	\$2,293.89	Est. Net Profit:	\$2,557.03
Est. Subs Cost:	\$0.00		
Est. Other Cost:	\$0.00		

Estimate Totals

Est. Labor Hrs:	50.00	Est. Total Cost:	\$4,723.49
Est. Labor Cost:	\$1,401.60	Est. Total Revenue:	\$9,682.94
Est. Equip Cost:	\$1,028.00	Est. Overhead Recovered:	\$2,402.42
Raw Material Cost:	\$2,174.30	Est. Gross Profit:	\$4,959.45
Total Material Cost:	\$2,293.89	Est. Net Profit:	\$2,557.03
Est. Subs Cost:	\$0.00		
Est. Other Cost:	\$0.00		

JobId: EST3669193
 Billing Address: 10800 North Weston Drive Mequon, Wisconsin 53092

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Attachment: Yin and Yang Job Cost (8187 : Palladium Patios and Landscaping, LLC. - Yin and Yang)



Estimate Review

City of Mequon

10800 North Weston Drive Mequon, Wisconsin 53092

Salesperson: Tim Brown

Estimator: Tim Brown

Est ID: EST3669193

Date: 2/13/2023

Project: 10800 North Weston Drive|City of Mequon|Hardscapes

Job Add: 10800 North Weston Drive Mequon, Wisconsin 53092

Cost Code		Total Cost	Breakeven	Total Price	Total Taxes
200 sq/ft Unilock Hollandstone Premier patio installed to manufacturers specifications		\$4,723.49	\$7,125.91	\$9,682.94	\$532.56

Name	Qty	Units	Unit Cost	Unit Price	Line Cost	Breakeven	Line Price	Profit%	Tax
Design Build Crew (3)	50	Hours	\$28.03	\$63.16	\$1,401.60	\$2,321.05	\$3,158.00	26.5%	State Tax
3/4 Ton Crew Truck Blue F-250	50	Hours	\$12.08	\$25.47	\$604.00	\$936.20	\$1,273.50	26.5%	State Tax
TRACKED SKIDLOADER, 60HP	3	Days	\$102.50	\$216.16	\$307.50	\$476.63	\$648.48	26.5%	State Tax
8 x 16 Dump Trailer	5	Days	\$23.30	\$49.14	\$116.50	\$180.58	\$245.70	26.5%	State Tax
Holland Premier	250	Sq.Ft.	\$4.48	\$9.00	\$1,120.00	\$1,654.24	\$2,250.00	26.5%	State Tax
Gravel - #1 Clear Stone	6	Yard	\$45.75	\$91.94	\$274.50	\$405.44	\$551.64	26.5%	State Tax
1/4" Clear Stone "Screed"	1	Yards	\$40.00	\$80.38	\$40.00	\$59.08	\$80.38	26.5%	State Tax
Polysweep X-Treme Wide Joint- 50 lb Bag - Platinum	5	50 lb Bag	\$38.00	\$76.36	\$190.00	\$280.63	\$381.80	26.5%	State Tax
Engineered Drive Grid	0.2	Roll	\$650.00	\$1,306.19	\$130.00	\$192.01	\$261.24	26.5%	State Tax
SEK EdgeCrete - 50 lb	6	50 lb	\$14.30	\$28.74	\$85.80	\$126.73	\$172.44	26.5%	State Tax

Palladium Patios and Landscaping LLC
11649 North Port Washington Road
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palladiumpatios@gmail.com
page 1 of 3

Soil - Topsoil (Screened)	2	Yard	\$35.00	\$64.62	\$70.00	\$103.39	\$129.24	20.0%State Tax
Seed Started (penn Mulch)-50lb Bag	1	50lb Bag	\$24.00	\$48.23	\$24.00	\$35.45	\$48.23	26.5%State Tax
Seed - 25#	1		\$90.00	\$180.86	\$90.00	\$132.93	\$180.86	26.5%State Tax
Fabriscape Weed Barrier- 4.7 oz.- 4' x 250'	1	EA	\$99.00	\$198.94	\$99.00	\$146.23	\$198.94	26.5%State Tax
Staples 6"	1	EA	\$51.00	\$102.49	\$51.00	\$75.33	\$102.49	26.5%State Tax
Total Costs			\$4,723.49					
Overhead Recovered			\$2,402.42					
Breakeven			\$7,125.91					
Profit Margin			26.42%					
Total Price			\$9,682.94					
Taxes			\$532.56					
Estimate Total			\$10,215.50					

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P.2622255653

Palladium Patios and Landscaping LLC
11649 North Port Washington Road
Mequon

Palladium Patios and Landscaping LLC 11649 North Port Washington Road Mequon	P.2622255653	palladiumpatios.com palladiumpatios@gmail.com page 3 of 3
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Attachment: Yin and Yang Patio Cost Breakdown (8187 : Palladium Patios and Landscaping, LLC. - Yin and Yang)

DEVELOPMENT and DEDICATION AGREEMENT FOR SCOREBOARD IMPROVEMENTS AT ROTARY AND RIVER BARN PARKS

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 22 day of February, 2023, by and between Palladium Patios and Landscape LLC ("Palladium") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Rotary 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 Rotary Park a community park with a list of specifically prioritized park improvements; and

WHEREAS, Patios are park improvements that not among the highest priority for Rotary Park within the Park Plan; and

WHEREAS, Palladium operates out of Mequon; and

WHEREAS, Palladium has indicated a desire to donate a Yin and Yang patio at Rotary Pavilion to enhance the park experience (the "Project"); and

WHEREAS, Palladium proposes to install a 175-200 square ft patio at Rotary Pavilion in Rotary Park at its sole cost of construction; and

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

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

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

WHEREAS, Palladium will donate the design, material, 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. Palladium shall construct, at its sole cost and expense, the Project within Rotary Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by Palladium under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) Palladium shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from Palladium, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to Palladium at Rotary Park for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Public Works Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. If such applies Palladium shall be responsible for ensuring that all needed utilities are provided to the Property. Palladium shall be solely responsible for any expenses related to such utility installation.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication, if such applies.
11. Palladium shall not charge any fee for the use of the property or improvement without the express written consent of CITY, which consent can be withheld in its absolute discretion.

12. Should CITY renovate Rotary Pavilion to the extent that the patio is impacted, Palladium 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 Palladium'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 Palladium. Palladium makes the following representations and warranties:

(1) Palladium is a Wisconsin for 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) Palladium 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 Palladium is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. Palladium 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.** Palladium further understands and agrees that any builders risk coverage is its sole 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 Palladium or its contractors, subcontractors or materialmen in their performance of this Agreement or from Palladium's failure to comply with any of the provisions of this Agreement or of law, Palladium 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 Palladium 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. Palladium 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) Palladium 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) Palladium 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 Palladium or the CITY in this Agreement, or any document or financial statement delivered by Palladium 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), Palladium 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 Palladium 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.

Palladium shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against Palladium under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Palladium. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by Palladium, shall be paid by Palladium 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 Palladium is addressed to or delivered personally to:

Tim Brown (Palladium Patios and Landscape LLC)
 11649 N. Port Washington Road
 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 Palladium, its successors and/or assigns, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

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

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

CITY OF MEQUON

Dated: _____

BY: _____
Andrew Nerbun, Mayor

ATTEST:

BY: _____
Caroline Fochs, Clerk

Palladium Patios and Landscaping LLC

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 Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: February 22, 2023
SUBJECT: January 2023 Work Plan

Attachments:
January 2023 Parks Work Plan (DOC)

Park and Open Space 2023 Work Plan

Month	Agenda Topics
January	• Discussion: Prioritization of 2023 Project List (CIP), and beyond-spending plan post Lemke • -Dog Park CIP-discussion • Gathering on the Green- Special Event Agreement Review • Lemke Park Design- Bid document update • Winter Project update • -Trinity Creek observation deck • -painting River Barn restrooms • -epoxy flooring installation – Rotary Pavilion restrooms • -base molding installed at Rotary Pavilion kitchen • -new hand dryers and water fountain at Reuter Pavilion
February	• Review and Approve: Prioritized CIP list • Review and Approve- GOG Special Event Agreement • Impact Fee: Review/update and Allocation 2023-Lemke • Marketing and Funding Possibilities- Lemke • Review and Approve- 1840 Beer Garden Special Event Agreement • Park Fee Schedule- Amendment Review and Approve
March	• Jewish Food Festival- Special Event Agreement Review and Approve • Donation/Dedication Agreement – Heat Baseball • Arbor Day • Sign Inventory- review and needs assessment
April	• Budget Review: Letter/Spread Sheet for Administration • Playground inventory- review and needs assessment
May	• Jewish Food Festival- Special Event Agreement Review • Donges Bay School: Stewardship Day Garrison's Glen
June	• Budget Review: Preliminary review of 2024 budget request • Discussion: Annual Report
July	• Discussion cont'd: Annual Report • Budget Review: Finalization of budget request
August	• Budget Review: Review of proposed City budget (if released prior to meeting) • Review and Approve: Annual Report (submission to Common Council)
September	• Consultant RFP- Review
October	• Annual Report – Completed and Submitted • Review and Approve RFP
November	• RFP- release Comp Plan, award in January
December	• No Meeting

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	RFP- October 2023 for consultant	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

<i>Work Item</i>	<i>Status</i>	<i>Action Items</i>
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 2022	Comprehensive review for 2023
Rotary Pavilion Holding Tank	Complete	

Ongoing Park Projects:

- Pier Completion
- Restroom Painting and Refinishing at River Barn
- Epoxy Floor installation at Rotary Pavilion Bathrooms
- Observation Pier- Trinity Creek