



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2918
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www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, March 16, 2022

6:30 PM

South Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. February 16, 2022 Minutes
- 3) Action Item
 - a. Approval of the Jewish Food Festival Special Event Agreement for 2022
- 4) Discussion Item
 - a. Possible Land Acquisition for a Dog Park in Rotary Park
 - b. 2022 Work Plan
- 5) Parks and Forestry Superintendent Report
 - a. Parks and Forestry Superintendent Report
- 6) Adjourn

Dated: March 16, 2022

/s/ Vacant Seat, Chair

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

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

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



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PARK AND OPEN SPACE BOARD
Wednesday, February 16, 2022
6:30 PM
South Conference Room

Minutes

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

Present:

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

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

- 2) Approval of Meeting Minutes

a. January 19, 2022 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Vite

AYES: Cain, Lysaught, Schneider, Usowski, Vite

- 3) Action Item

Discussion and Action

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

Parks and Forestry Superintendent Gies informed the board of a dedication agreement with Mequon Heat-MTLL for fencing at River Barn Park. This fencing was an item on the park

and open space board's capital improvement project list. This will be a split participation with the City of Mequon. The fencing allows for a differentiation of the baseball/soccer/lacrosse fields along with keeps dogs/pets from being run on the ballfields. This also allows for users to raise funds with banners and it will be the same chainlink fencing as field 3 in the park.

Mequon Heat-MTLL representative Jim Moyer was present to answer any questions.

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

MOVED BY: Board Member Vite

SECONDED BY: Board Member Lysaught

AYES: Cain, Lysaught, Schneider, Usowski, Vite

b. 1840 Brewing Company Events

Parks and Forestry Superintendent Gies informed the board of the renewal of the Special Event Agreement with 1840 Brewing. 1840 Brewing plans to use River Barn, Community Park, and Lemke Park this season for events. They also added an additional fall date in October for a special release to be held at Community Park.

RESULT: **Approved [Unanimous]**

MOVED BY: Board Member Vite

SECONDED BY: Alderman Schneider

AYES: Cain, Lysaught, Schneider, Usowski, Vite

4) Discussion Item

a. Discussion on a possible dog park land donation near Rotary Park

Parks and Forestry Superintendent Gies provided the board with details on a possible land donation for a dog park near Rotary Park. Staff included a list of projects that would need to be considered when accepting the donation.

Staff requested feedback on if the board would be in support of a land donation for a dog park.

The board discussed fencing height, items that the City could cover, the possibility of donations for items in the park or an eagle scout project, possible dog park fees to go toward future maintenance costs. The board agreed a second dog park in Mequon is of great interest by residents and spoke in support of the land donation.

b. 2022 Work Plan

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

5) Parks and Forestry Superintendent Report

a. Parks and Forestry Superintendent Report

Parks and Forestry Superintendent Gies informed the committee of two events coming to the City of Mequon. The Candlelight Walk in the Park, and Arbor Day.

6) Adjourn

a. Motion to Adjourn at 7:57PM.

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

MOVED BY: Board Member Vite

SECONDED BY: Alderman Schneider

AYES: Cain, Lysaught, Schneider, Usowski, Vite

Respectfully Submitted,

Casey Deuster
Administrative Assistant

Attachment: 02-16-2022 Mins_Park and Open Space (7117 : February 16, 2022 Minutes)



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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: March 16, 2022
SUBJECT: Approval of the Jewish Food Festival Special Event Agreement for 2022

Background

On Sunday, August 14th and Monday, August 15th, the Peltz Center for Jewish Life has requested permission to hold its 4th annual Jewish Food Festival (Festival) in Rotary Park. Admission will be free. This year's Festival strives to continue to unite the 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.

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 LionsFest and Gathering on the Green.

City staff again 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 teal 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.

Two primary requests were made for modifications to the terms in the original Special Event Agreement. The applicant is again seeking permission to construct both a temporary performance stage, for entertainment purposes during the Festival.

The applicant is again 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 animals will be in the park only during operational hours of the Festival. The animals will be removed at the end of each of the two operating days. The renter will also be responsible for providing the necessary signage and sanitation stations required for petting zoos during the Festival.

The template agreement also includes provisions to address the protection of 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.

Additionally, a requirement for the Renter to do a thorough cleaning of the building with either their staff or a hired cleaning service to include a walk through inspection of the inside and outside completed by the Parks and Forestry Superintendent, was added to the template agreement.

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 \$260 per pumping, and that is billed through to the Renter per the Fee Schedule.
- iv. Janitorial Supplies (toilet paper and garbage bags): The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.
- v. Emergency Services: The Police Department and On Call Fire/EMS provided the hours required for the event.

Police Department: 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 Peltz Center also provides 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.

Common Council has given staff direction to waive the emergency service fees for this year's events, but track the actual time utilized for this year's event, for future considerations of charges associated with each event.

- 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.

Comparison of Event Fees

For reference, the recent approval for special event fees as well as suggestions for 2022 considerations are as follows:

	Gathering on the Green (Approved 2022)	Jewish Food Festival (Standard Fees from fee schedule)	Jewish Food Festival (Fees as charged in 2021)
Rental Fee	\$5,075	\$3,625	\$2,175
Holding Tank Pumping	\$1,040	\$520	\$520
Field Usage Fee	N/A	N/A	N/A
Janitorial Supplies	TBD	TBD	TBD
Emergency Services	N/A	N/A	N/A
Security Deposit*	\$1,000	\$1,000	\$1,000
TOTAL	\$7,115	\$5,145	\$3,695

*Less Supplies Provided

Recommendation

Staff suggests the Park and Open Space Board (POSB) review and approve the agreement for the Center for Jewish Life Inc. to hold a two-day rental event in Mequon's Rotary Park. POSB should ensure that the charges for the event are both equitable and cost appropriate to the City of Mequon Fee Schedule.

Attachments:

Special Event Agreement (Jewish Food Festival) -POSB 2022 (PDF)

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Jewish Food Festival Amendment 1

Articles of agreement made and entered into this day of August, , 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 \$3,695. The Event Fee is comprised of the following costs:
 1. \$2,175 Rental Fee (3 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. \$000 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 6 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. Renter is responsible for removing or consolidating all garbage to the dumpster by the end of each operating day. Garbage bags left in the park overnight outside of the designated dumpster is not permissible.
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. Any additional power tether or manipulation of existing power boxes will not be permissible.
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 2:00pm 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 ____ and Monday August ____, of _____. Preparation may occur starting no earlier than 8:00 am on Friday, August ____ 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 2:00pm 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 ____, of ____, 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 Friday, Saturday, Sunday, Monday, and Tuesday making it necessary to include preparation days in the Rental Fee.
34. Grounds 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 August ____, of ____ 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. Building Clean Up. Post event the Renter will be required to complete a complete cleanup of all surfaces in the event space, including but not limited to: walls, floors, windows, countertops, doorways, carpets, sinks, restroom facilities, and the surrounding concrete areas located outside the building. Once clean-up is complete a walk-thru with the Parks and Forestry Superintendent will be necessary, to approve cleanup.
36. 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 no more than 30 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. The Renter is responsible for securing the necessary contractor to make any and all damage repairs within 30 days of the Event. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent.
37. 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.
38. 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.
39. 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.
40. 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.
41. Noise. All sound must be kept at an acceptable level according to City ordinances.
42. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfing areas. It is the responsibility of the renter to locate utilities prior to tent installation.
43. 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.
44. 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. Renter will provide sanitization stations and signs identifying station locations at the event. Note: animals will be removed from site at the end of each day of the event. Clean-up of the animal holding area is the sole responsibility of the renter.
45. 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.
46. 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.
47. 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. Tornados. When the National Weather Service has issued a tornado warning for the area.
48. 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.
49. 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

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: March 16, 2022
SUBJECT: Possible Land Acquisition for a Dog Park in Rotary Park

Background

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

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

Analysis

To summarize, at the February 16, 2022, POSB meeting the consensus of the Board was to continue information collection and put together a CIP list with possibilities of funding sources and timelines needed to operate a dog park. The next step would be to sit down with both the mayor and the incoming mayor, and the City Administrator to have a discussion and fill them in on the possible donation. The Engineering Division is going to do a preliminary identification of the property corners and stake out the likely entrance locations. Below is a list of discussion points that should be thought of as initial projects needed to operate a dog park. Not all the projects would be needed immediately.

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

A question brought up as a concern by members at the last meeting would be the added maintenance that would be assumed by the city for the property. Below is a breakdown of the preliminary staff time maintenance needs on an annual basis.

Annual Maintenance Needs	Total Hours for Operation
Mowing/string trimming (per week)	3 hours/week x 22weeks
Tree Trimming	24 hours/year
Trail Maintenance	40 hours/year
Landscape Maintenance	24 hours/year
Waste Collection	25 hours/year
Entrance Maintenance	20 hours/year
Plowing and snow blowing	40 hours/year
Fence Maintenance/clearing	10 hours/year
Total	249 hours annually

Fiscal Impact

The fiscal impacts to the city could vary. If the dog park donation is considered, it presents the best opportunity to add land to an adjacent park without the cost of the land purchase. On average an acre of land in Mequon has a current value of \$35,292. Meaning the value of the donated 5 acre parcel would be \$176,460. If the city were to accept the donation, some of the underlying startup costs could total approximately \$200,000. There are multiple opportunities to fund the amenities, such as Park Impact Fees, Parks Capital, One-time Budgetary request, Dog Park Licensing Fee.

Recommendation

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

Attachments:

Rotary Dog Park CIP List 2022 (XLSX)

DRAFT 1

Rotary Park Dog Park 2022

	Private Funding/Community Foundation
	COMPLETE
	Capital Project
	Impact Fee Project
	Operational and Maintenance
	Potential Added Projects

Priority Status	Description/General	Timeline	Estimated Cost
1	Title Transfer and Rezoning	year 1	\$1200/ City sponsored and waived
	Consultant/ Planning	????	\$10,000
assuming complete	5 - Acre proposed donation		\$0.00
5	4' Cyclone Fencing- material and installation	year 1	\$52,000 (Munson Fence)
2	Path Establishment between existing park and newly proposed land/park	year 1	\$10,000-\$15,000
6	Park identification Sign	year 1	\$3,000
9	Grading/Berm installation- includes graveled area	year 2	\$10,000-\$15,000
10	Landscaping	year 2	\$7,000
3	Forestry Mowing/ Invasive Removal	year 1	\$4,000
12	Bench installation	year 2	\$5,000
7	Dog Waste Station	year 1	3x\$425
8	Garbage Resepticles	year 1	\$5,000
11	Information Kiosk	year 2	\$10,000
15	Water- Utilizing old well shaft/water station	year 3	\$15,000
14	Pre-made shade/rain structure	year 3	\$30,000
4	Tree Pruning and Removal	year 1	\$10,000
13	Solar Lights	year 3	\$30,000
Total			\$240,475
year 1 total=			\$91,475
year 2 total=			\$37,000
year 3 total=			\$75,000

Attachment: Rotary Dog Park CIP List 2022 (7132 : Possible Land Acquisition for a Dog Park in Rotary Park)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2918
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Office of Parks and Forestry

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

Attached for review is the 2022 Work Plan.

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

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

Month	Agenda Topics
March	• Jewish Food Festival- Special Event Agreement Review and Approve • Possible Rotary Dog Park – Review CIP • Superintendent Report- Lemke Plan, Luminary Walk, Villa Grove, SMB, Arbor Day
April	• Amend Park Plan to include East Growth Corridor/Linear Park?? • Review and Approval of – Dedication/Donation Agreement- MTL/Dugouts • Special Event Agreement- United Way of Ozaukee County
May	RFP- Extension of Rotary River Walk – 2 new properties • Fundraising Committee to work with MCF - Lemke • Draft Scope- City Water installation at Rotary Park • Invite Tree Board to attend to Discuss Park and Open Space EAB Removal and Reforestation Prior/Park
June	• Budget Review: Preliminary review of 2022 budget request •
July	• Discussion: Annual Report • Budget Review: Finalization of budget request • Fee Schedule: Recommendation of 2021 fees
August	• Budget Review: Review of proposed City budget (if released prior to meeting) • Review and Approve: Annual Report (submission to Common Council)
September	• Data Compilation and Result Analyses, Report Preparation-AOC • River Advisory Board- Invited to attend
October	• Annual Report – Completed and Submitted
November	• TBD
December	• Budget Review: Prioritization of capital projects for 2021
	•
	•

Future Agenda Topics

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

- MNP/MMSD Land Acquisition

Status Report

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

Attachment: 2022 Work Plan (March 16) (7138 : 2022 Work Plan)

Ongoing Park Projects:

- Reuter Pavilion Doors, Roof, Facia, Gutters, Interior Finishing- complete 2021
- Garrison's Glen/ Connecting Path- Concrete/Asphalt
- River Barn – HVAC

- Floor Refinishing, interior painting, trim, LED upgrade – Reuter
- Refinishing- Lemke Pavilion Clear Coat
- River Barn Portals
- River Barn Interior Finishing



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SUBJECT: Parks and Forestry Superintendent Report

- Villa Grove Tree Removal
- SMB Landscape work on the Mequon Park Ballfields
- Candlelight Walk in the Park Recap
- Arbor Day
 - Volunteers
 - Save the Date Flyer
- Kueny Architects Lemke Park Update

Attachments:

Arbor Day Save the Date 2022 (PDF)

Mequon Lemke Park_2021_detached_jonw@kuenyarch.com - Sheet - A201 - Programming Plans (PDF)



ARBOR DAY

Festival

SAVE THE DATE!!

Sunday May 1, 2022

1:00-3:00p.m.

Sommer Pavilion at

River Barn Park

Questions: Contact

Parks and Forestry Superintendent Mike Gies

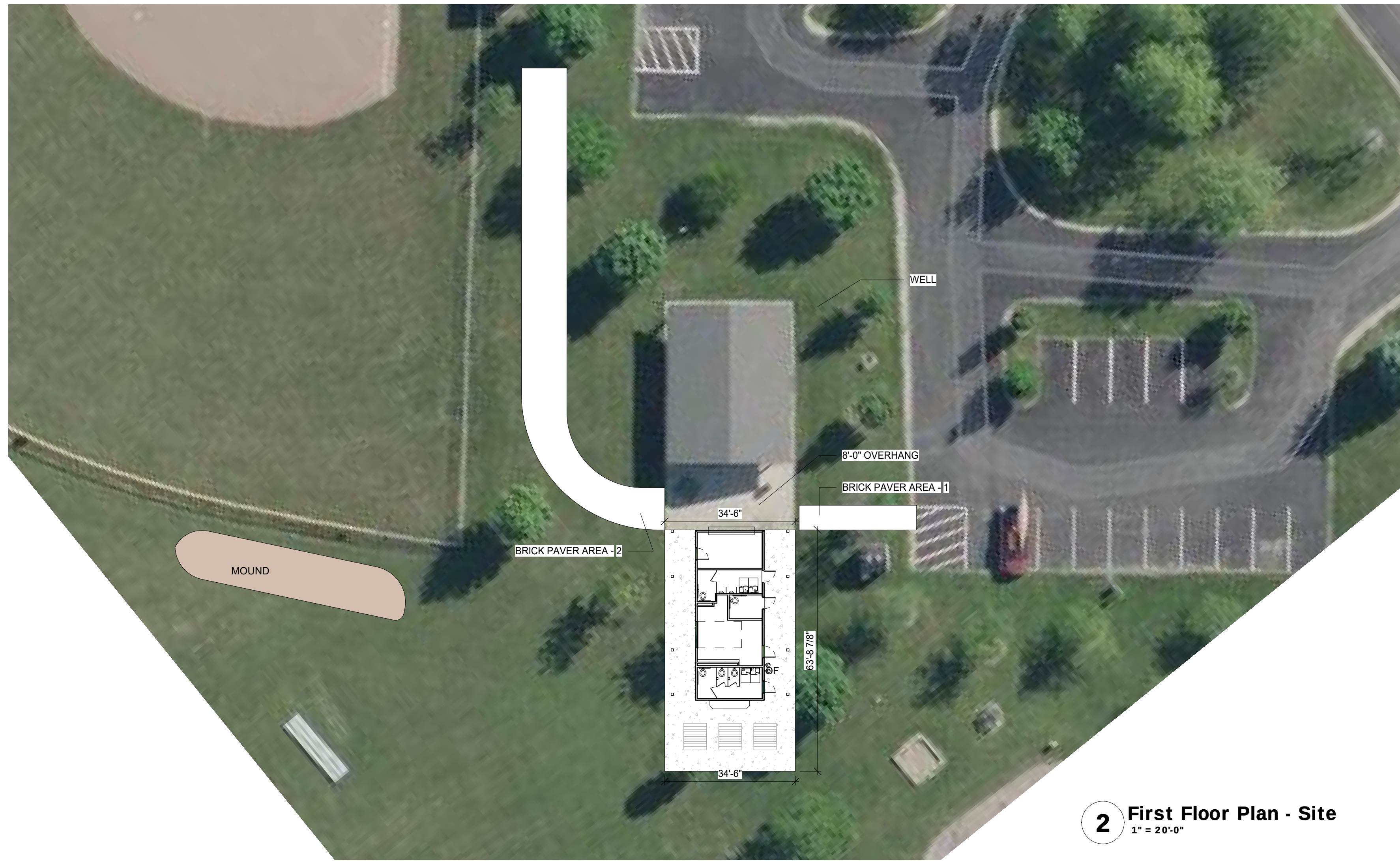
Phone: 262-512-1297

E-Mail: mgies@ci.mequon.wi.us





3 First Floor Plan - Site Master Plan
1" = 160'-0"



2 First Floor Plan - Site
1" = 20'-0"



1 First Floor Plan - Overall
3/16" = 1'-0"