



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

www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, April 19, 2023

6:00 PM

South Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. February 28, 2023 Minutes
- 3) Action Item
 - a. MT Trails Right-Of-Way Agreement
 - b. Gateway Sign Approval
 - c. Goat Project 2023
 - d. 1840 Brewing
 - e. CIP Top Five
- 4) Discussion Item
 - a. Lemke Flyer
 - b. Work Plan
- 5) Adjourn

Dated: April 19, 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

Tuesday, February 28, 2023

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Chair Cain called meeting to order at 6:30 PM

Present:

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

Also Present: Parks and Forestry Superintendent Gies, Administrative Assistant Schlereth and resident Jennifer Wirth (12517 Emily Lane).

Vice Chair Plier arrived at 6:42 PM.

Chair Cain left at 7:11 PM.

2) Approval of Meeting Minutes

a. January 18, 2023, Minutes

David Wolfson's attendance was changed from Absent to Excused.

RESULT:	Approved with Amendments [Unanimous]
MOVED BY:	Alderman Parrish
SECONDED BY:	Board Member Wolfson

Attachment: 2-28-23 POSB (8361 : February 28, 2023 Minutes)

AYES: Cain, Plier, Parrish, Branch, Lysaught, Usowski, Vite, Wolfson
NOT PRESENT: Bratt, Hansher

3) Discussion Item and Possible Action

a. Parks CIP List & Budget Meeting Updates

Conversation ensued on how to best prioritize the CIP list. It was agreed that for the March meeting, each Board Member will bring a top five list of the projects they would like money spent on in the next few years.

b. Palladium Patios and Landscaping, LLC. - Yin and Yang

The board asked that Palladium Patios and Landscaping provide other options for a patio design and plaque for the March meeting.

c. Parks and Forestry Superintendent Report

a) Candle Light Walk Update

Update was given that the 3rd Annual Candlelight walk had a great turn out with an estimate of about 400 people having attended.

b) Arbor Day - Volunteers

Board Members Plier, Lysaught, Branch, Wolfson and Vite all offered to volunteer April 30th from 1-3PM at River Barn Park.

4) Work Plan

a. January 2023 Work Plan

5) Adjourn

a. Motion to Adjourn at 7:41PM

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Vite

AYES: Cain, Plier, Parrish, Branch, Lysaught, Usowski, Vite, Wolfson
NOT PRESENT: Bratt, Hansher

Respectfully Submitted,

Ren Schlereth
Administrative Secretary

Attachment: 2-28-23 POSB (8361 : February 28, 2023 Minutes)



11333 N. Cedarburg Road
Mequon, WI 53092-1930
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Public Works

TO: Park and Open Space Board
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 19, 2023
SUBJECT: MT Trails Right-Of-Way Agreement

Background

In March 2022, MT Trails Foundation, Inc. appeared before the Common Council requesting that the City of Mequon provide a resolution in support of an application for a Transportation Alternatives Program (TAP) grant for construction of an off-road bicycle path connecting the Ozaukee Interurban Trail (OIT) to Rotary Park on Highland Road. The resolution of support was approved.

MT Trails Foundation, Inc. was awarded the TAP grant and is preparing to move forward with the project. The foundation is in the process of selecting a design consultant and will be required to execute the State/Municipal Agreement for the project.

At the time of TAP grant application, City staff outlined a number of concerns with the project, but ultimately supported the application. Those concerns included:

- Execution of an agreement outlining the terms and conditions for constructing the path within the City's right-of-way.
- Long-term financial obligations for the City to maintain the 1.5-mile off-road path.
- City administration of the TAP grant.
- The off-road path was not identified by the Joint Mequon-Thiensville Bike and Pedestrian Way Commission. Further, the Commission's request for bicycle facilities was met with the installation of paved shoulders when Highland Road was reconstructed.
- An off-road path would be redundant infrastructure where other corridors are still lacking any bicycle/pedestrian accommodations.
- The need for such a path has not been identified through data gathering or provided through analysis.
- Numerous concerns with the feasibility of construction.
- The Common Council would need to address the operation, maintenance and future replacement of the path. Unless funding was increased, the project would also result in a competing request for bicycle/pedestrian funding.

In the year since the resolution of support was approved, the foundation has worked with adjacent property owners, an engineer and the Wisconsin Department of Transportation (WisDOT) to refine the project scope and vet through some of the initial design considerations. The following information was provided to address some of the concerns outlined by staff. Please see the attached package and note:

- WisDOT will allow MT Trails Foundation, Inc. to be the local sponsor for the project. Therefore, the City has no financial participation in the project, and MT Trails Foundation, Inc. will be the executor of all grants and contracts.

- MT Trails Foundation, Inc. has committed to being the long-term financial support for the operation and maintenance of the path.
- One of the visions for the foundation includes: Aligning with the goals of the Joint Mequon-Thiensville Bike and Pedestrian Way Commission and working with the Commission to support its plans for off road paths.
- The foundation committed to entering into an agreement with the City for the off-road path.

In March 2023, the foundation appeared before the Committee of the Whole (COTW) to provide a status update on the project and submitted the attached information. The COTW ultimately supported the foundation moving forward with the project, pending the execution of an agreement outlining the requirements for constructing the off-road path within the City's right-of-way.

City staff generated the attached agreement and submitted to the foundation for consideration. This item is before the Park and Open Space Board for consideration and recommendation to the Common Council for action at the May meeting.

Analysis

Based upon the feedback at the COTW, City staff generated the attached, draft agreement. That agreement is a combination of the template for the Parks Dedication Agreement and the City's Right-of-Way waiver template. It includes the following terms and conditions:

- Reiteration of the requirement for the improvements to meet the City's Standard Specifications for Land Development.
- Specification of no financial commitment from the City for design, construction, operation and maintenance, or future replacement.
- Requirement that if a signalized beacon is approved for the crossing, it be installed to be self-sustaining, including the energy source (i.e., solar powered) and that MT Trails Foundation, Inc. is financially responsible for repair and replacement of the beacon, consistent with other requirements for private infrastructure within the right-of-way.
- Right-of-way waiver, indemnifying the City for any damage to the path and requiring that the MT Trails Foundation, Inc. be responsible for any repair or replacement costs. This is consistent with requirements for other private infrastructure within the right-of-way, such as subdivision monument signs, irrigation systems, dog fencing, etc.
- That MT Trails Foundation, Inc. does not enter into construction contracts or execute the State/Municipal Agreement until the agreement with the City is approved.

Staff also requested that the foundation truly consider the best way to support the Joint Mequon-Thiensville Bike and Pedestrian Way Commission, or at least ensure that the two entities are not competing with respect to similarly or separately identified projects. The purpose of the commission is to complete much of what is outlined in the goals and vision statement for MT Trails Foundation, Inc. Staff is concerned that some of the foundation's initiatives may distract from the momentum of the Commission and confuse the public as to who is representing the goals and objectives for bicycle and pedestrian advocacy within Mequon and Thiensville.

If both groups are claiming to represent "Mequon and Thiensville", it may be difficult for the public to understand which group is supported by the goals and objectives of the City and the Village, especially as it relates to infrastructure within the public realm. While the Commission may appreciate financial support towards completing the vision outlined in the upcoming update

to its 2030 Master Plan, having two groups working apart from other for funding opportunities and/or duplicating or negating either group's vision for the future defeats the ultimate goal of providing safe bicycle and pedestrian facilities. MT Trails Foundation, Inc. is representing an intent to construct a 20+ mile loop around the community with "spokes" connecting to the loop. However, this vision has neither been presented to the Mequon-Thiensville Bike and Pedestrian Way Commission nor the Common Council/City for approval.

Fiscal Impact

In accordance with the City's financial policies, the attached agreement addresses the fact that the infrastructure will be located within the City's right-of-way, and therefore place a potential financial burden on the City. The agreement further defines that the MT Trails Foundation, Inc. will be financially responsible for the design, construction and operation and maintenance of the path. Should the foundation fail to perform in accordance with the agreement, the City retains the rights to all decision making for the path.

Recommendation

Staff recommends that the POSB provide feedback on the proposed agreement and make a recommendation to the Common Council.

Attachments:

MT Trails Foundation Highland Road Bike Spur Informational Packet (PDF)
ROW Agreement (M-T Trails) (PDF)



MT Trails Foundation, Inc. Highland Road Bike Spur Informational Packet

March 14, 2023

MT Trails Foundation, Inc Background and Vision

MT Trails Foundation, Inc (MT Trails) is a 501(c)(3) non-profit organization formed in 2022 after initially being conceived in 2021 by a group of citizens in the Mequon-Thiensville community. MT Trails is an all-volunteer group led by our current board of directors.

Two key goals in the MT Trails Foundation by-laws are:

- To develop and support a system of family-friendly bicycling and walking connecting off road trails throughout the Mequon and Thiensville communities.
- To provide non-motorized alternatives for transportation, recreation, personal health and well-being.

To achieve these goals, MT Trails Foundation vision is:

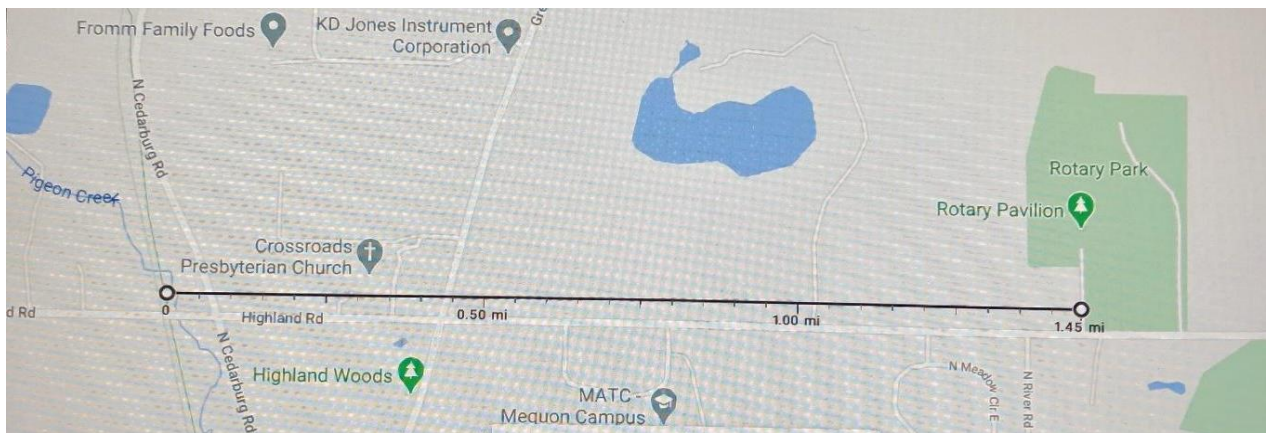
1. Focusing on creation of specifically off-road shared-use trails for health, recreation and safety, including securing contractors for surveys, feasibility and cost estimates, solicitation of bids, and through ultimately breaking ground and the creation, completion and maintenance of the trails themselves.
2. Connecting more of the community to the Ozaukee Interurban Trail.
3. Working toward a vision of a 20+ mile loop around the community with “spokes” connecting to the loop.
4. Creating pedestrian and bicycle friendly connections between green spaces in the community.
5. Creating pedestrian and bicycle access between subdivisions and businesses in the community.
6. Aligning with the goals of the Joint Mequon-Thiensville Bike and Pedestrian Way Commission and working with the Commission to support their plans for off road paths.
7. Ensuring that each portion of the project has utility in and of itself, serving a specific purpose.
8. Funding bike racks so that bikes can be securely locked while riders take to the pedestrian only trails, frequent local businesses and enjoy the many area parks.
9. Maintaining a fund for maintenance involving our projects that is not funded through other means, to ensure proper upkeep.

Efforts to date include:

1. Created community awareness and support with our MT Trails Foundation pop-up tent/table staffed by committee members and volunteers. In 2021 the committee obtained letters of support from all facets of the community (Exhibit B). In 2022, MT Trails volunteers interfaced with the community at 12 community events utilizing 80 volunteer hours.
2. Sought input from the community regarding desires for trail placement. This work was begun with questionnaires distributed at our informative pop-up tables throughout 2022, and plans are being discussed to involve the presidents of the Home Owner's Associations (HOA's) of the numerous subdivisions in the community.
3. Sought funding for the creation of the Highland Road Bike Spur through grants and donations, including receiving a Federal Transportation Alternatives Program grant on 8/30/22 for \$988,000 as supported by the City of Mequon per resolution #3926 on March 8, 2022 (Exhibit C).
4. Developed an informational website for transparency. See www.mcfgives.org/bikepath/
5. Established our relationship with the Mequon-Thiensville Community Foundation (MTCF) to fund raise and collect donations in a Bike Path Restricted Fund and to hold related endowment maintenance funds. MTCF has been in the community since 1999 and is a significant supporter of enhancing the quality of life in Mequon and Thiensville, including the City of Mequon Police Department, Fire Department, K-9 Unit, Library, Parks and Recreation and Historical sites.
6. Formed a mutually supportive relationship with city and village government, community, business and citizen stakeholders as well as the Joint Mequon-Thiensville Bike and Pedestrian Way Commission.
7. Initiated Phase 1 of our Highland Road Bike/Pedestrian spur, including hiring an architectural firm to complete topographical surveys, wetland delineations, and path alignments for both sides of Highland Road, talking with significant landowners and the city of Mequon as to the best location and to raise significant funds through government grants and private donations.



Highland Road Bike/Pedestrian Spur



MT Trails' first project is to create a safe, off road two directional shared use 10 ft wide paved bike/pedestrian spur for approximately 1.5 miles on the north side of Highland Road from Rotary Park going west to Cedarburg Road. This will connect families and children on the Ozaukee Interurban Trail (OIT) to Rotary Park, one of our most active City parks. This also allows safer access for bikers and pedestrians to the Town Centers of Mequon and Thiensville. The paved spur is to be designed to be top quality, lasting 20 years, and 10 feet wide minimum to meet two directional standards. A 60% CADD design has been designed and revised after discussions with significant landowners. It is attached as Exhibit A. A final 100% design will be completed in conjunction with the Federal TAP grant, with design contract to be consummated by June 30th, 2023. Construction is to be consummated by August 30, 2024.

Following are the anticipated costs and funding of the project:

HIGHLAND BIKE/PEDESTRIAN SPUR COSTS*

Design	\$ 155,000
Construction	1,233,000
WisDot review	25,000
Endowment**	100,000
Total Anticipated Costs	\$ 1,513,000

FUNDING

Federal TAP Grant ***	988,000
Private donations to date	100,000
Planned fundraisers in 2023	425,000
Total Planned Funding	\$ 1,513,000

*Estimated Costs as of July 2022 60% Plan design

**Endowment held in a Mequon-Thiensville Community Foundation restricted fund to cover maintenance and snow removal for minimum of 10 years or longer

***Federal Government Transportation Alternative Program Grant received 8/30/22

Per the WisDOT State Municipal Agreement, which governs the TAP grant for this project, the project is the sole responsibility of the MT Trails Foundation and will not need the services of the City of Mequon. As such, MT Trails Foundation, Inc. will send out the request for proposal (RFP) for design architects per the TAP grant guidelines in March 2023 to consummate final design work by June 30, 2023. Once a 100% plan is received, MT Trails will come to the City for approval before proceeding to the construction phase, to be consummated by August 30, 2024.

Things to note:

- This spur will be a private path within the City of Mequon's right of way which will be completely funded at no cost to the City of Mequon, as will be outlined in a dedication agreement between MT Trails Foundation, Inc and the City of Mequon.
- MT Trails will be responsible for maintenance and snow removal of the spur through a designated endowment for a minimum of 10 years, at which time the Endowment will be assessed and future funding determined.
- This spur is in alignment with the Joint Mequon/Thiensville Bike Pedestrian Way Commission plans.

Sincerely,

Board of Directors on Behalf of MT Trails Foundation

Christopher Doughty, President

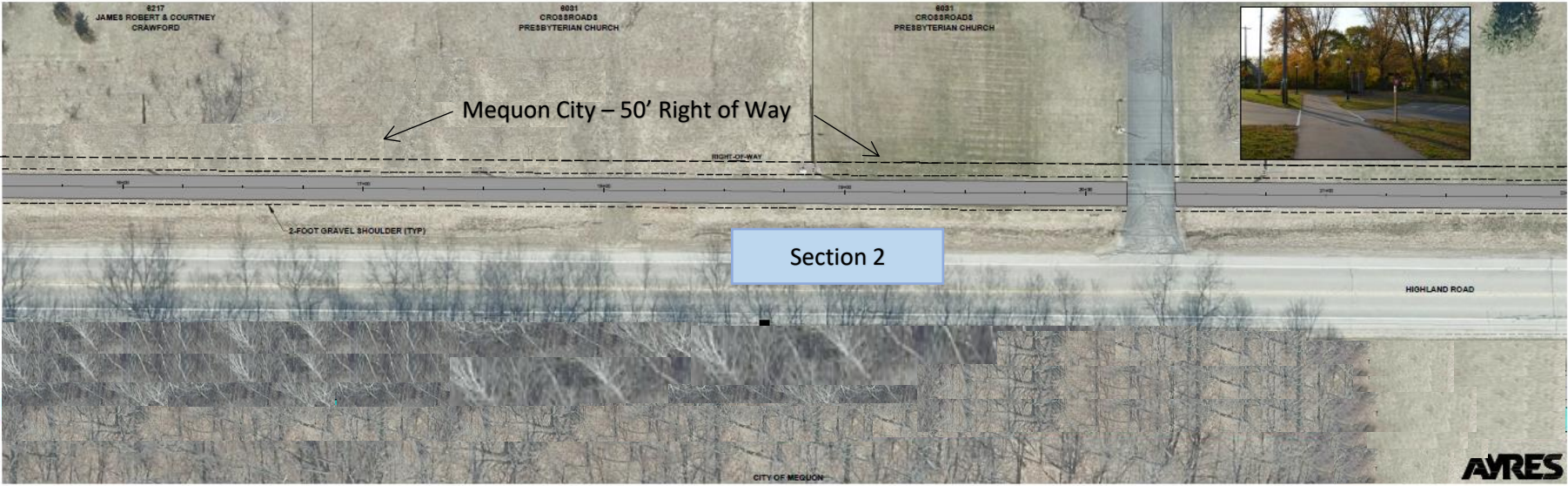
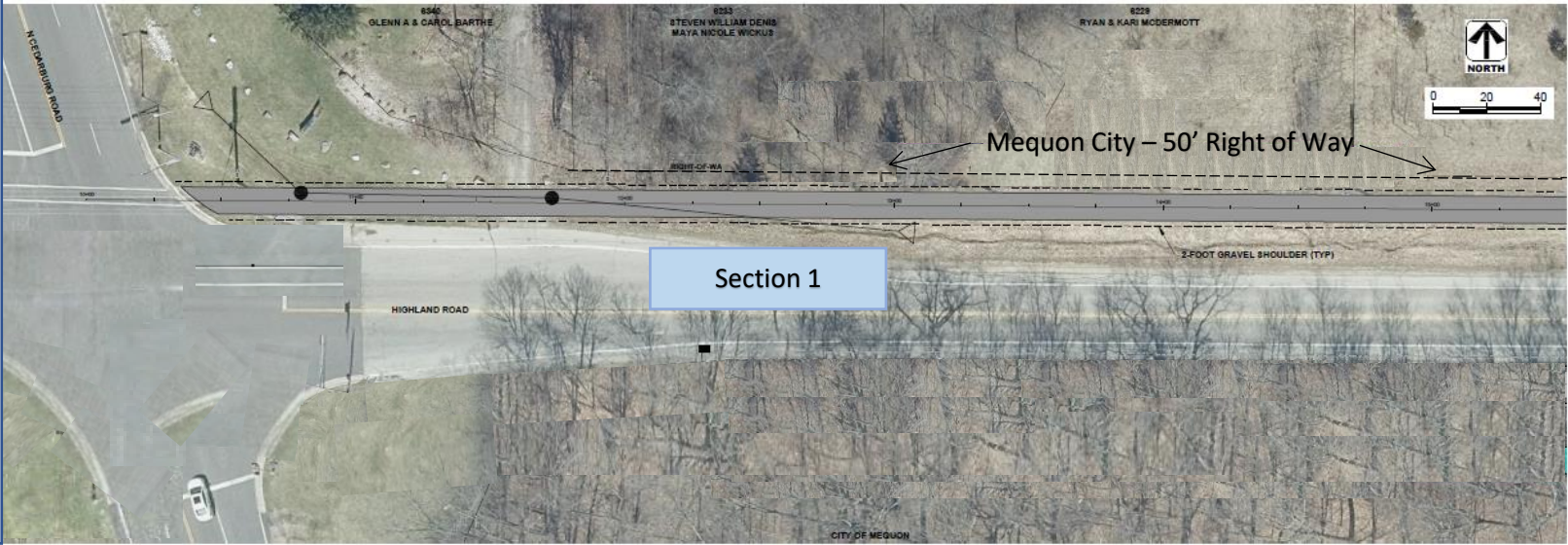
Sam Azinger, Vice President

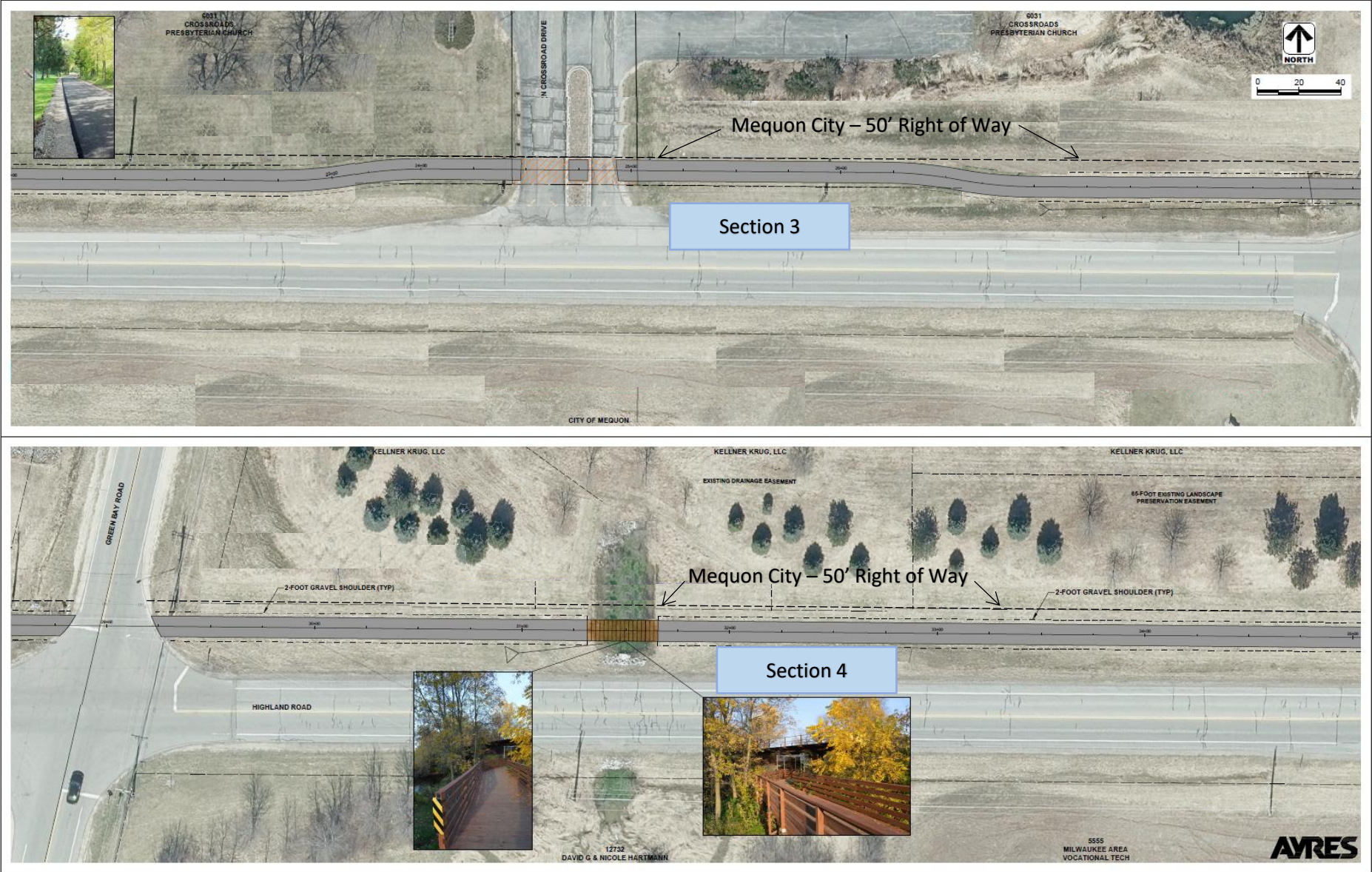
Lori Lorenz, Sect/Treasurer

"Not every community has trails for people to easily and safely access—yet. According to the CDC, however, this is a priority: "access to safe places to play and walk, such as parks, safe streets, trails, and greenways, is important for physical activity. It is also important to be able to safely and easily walk, bike, or take transit to everyday destinations such as homes, workplaces, schools, parks, health care, and food outlets." By getting outside and using the trails where you live, you can help demonstrate the value of trails and grow appreciation for them, signaling the need to create and connect more trails in more communities."

--Rails to Trails Conservancy February 2023

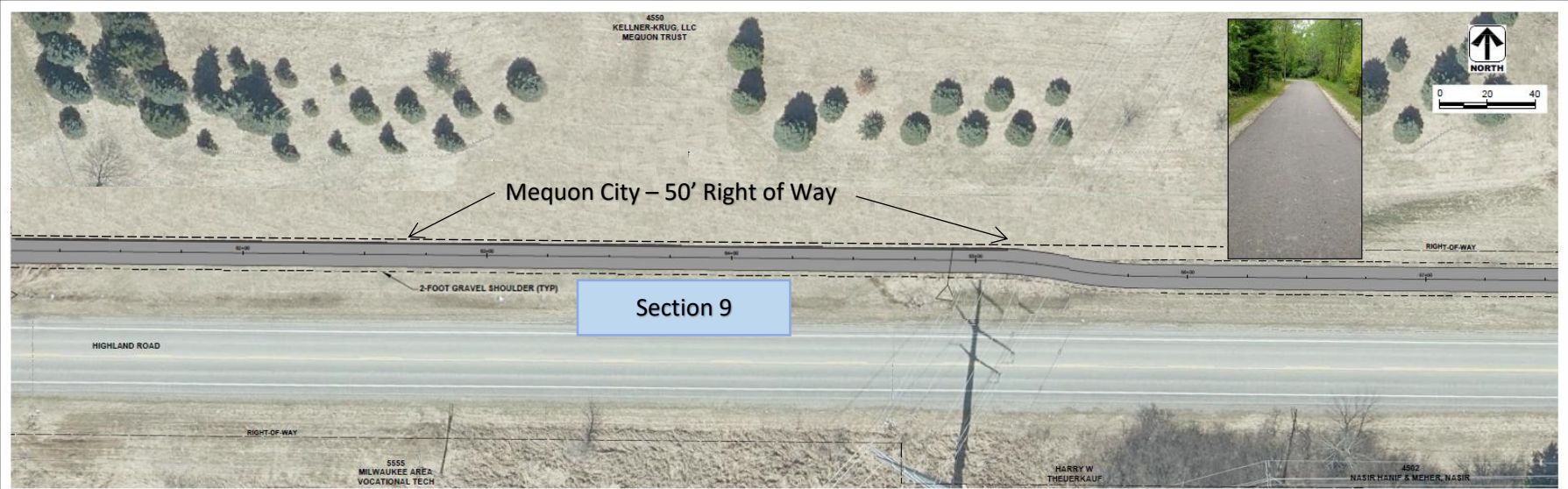
MT Trails – North Side Highland
Pedestrian/Bike Path













**M-T Trails Foundation, Inc.
Highland Road Bike/Pedestrian Spur
Quotes and Letters of Support for the project**

Chair of Mequon/Thiensville Bike/Pedestrian Way Committee, resident and Rotarian: Sam Azinger -- *"Rotary Park is one of the many gems in our community. As a parent of small children, accessing our community on foot or on bicycles is important to keep our kids safe and to encourage healthy lifestyles for generations to come. An off road path connecting the Ozaukee Interurban Trail and Rotary Park would not only provide a safe route for families to access Rotary Park, but would also connect people in North Mequon to the Town Center District and Thiensville businesses."*

Employee who walks Rotary park and rides OIT: Lisa Sheridan, Director of Client Operations, Gentian Financial *"I walk almost daily during my lunch hour from the Gentian Building over to Rotary Park and the Wooded trail. In fact, my total walk is 3 miles in 55 mins and part of that I have to walk on the side of the road on Highland Rd to get there. The path would be such a major improvement as I would not feel like I am about to get killed or have to be on constant alert for cars from both ways not seeing me. I also bike after work sometimes too and use the Interurban bike trail path but do NOT feel at all comfortable riding a bike on Highland Rd to get to the path. Having the path would be such an added benefit."*

Gathering on the Green Executive Director: Rob Kos: *"For decades Gathering on the Green has put on our flagship event in Rotary Park. The park is a jewel in our community and we love showing it off to those who come to our events. The possibility of a bike path that would connect Rotary Park to the Ozaukee Interurban Trail is a dream come true. It would enable many more people to safely discover and explore the fantastic asset of our park."*

Principal of Christ Alone Lutheran School in Thiensville, Paul Berger: *"Christ Alone Lutheran School sees the Ozaukee Interurban Trail as an asset for teaching our students about healthy living. Because it is located on the western edge of our property, we have easy access to it. We use the trail annually for our Run/Walk benefiting Juvenile Diabetes Research Foundation. We see the potential of using the trail for teaching about biking. Having the trail connect to Rotary Park would give a great destination and turn around point for our trips"*

Mequon Police Chief, Patrick Pryor: *"The Police Dept supports the creation of defining a space for bicyclists to ride and pedestrians to walk, to foster a safer environment for the traveling motorists and bicycles."*

Head coach of Homestead Highlanders Cross Country, Jay Fuller: *"Something additional like this path would definitely lure our cross country runners over there!"*

Project Manager for Route of the Badger and Rails to Trails Conservancy, Willie Karidis: *"The Rotary Park connection to the Ozaukee Interurban Trail along the north side of Highland Road is a game changing project for the City of Mequon. This forward thinking trail project will provide a seamless connection for all ages and abilities providing safe access where none had existed before to both of these important landmarks."*

17 year resident of Mequon, Founder of Gentian Financial (on Highland Road), Chris Doughty—*"While living in the Ville Du Parc Subdivision, we have experienced several unfortunate incidents in which pedestrians have been hurt or worse yet lost their lives traveling on Highland road. I often hear families with small children tell us that they do not walk or bike on or near Highland Road due to the high rate of speed and distracted driving that occurs today. One such instance occurred while I was driving along a busy artery near Freistadt and Green Bay Road in Thiensville Wisconsin and we noticed a family of 3 trying to get to the Ozaukee Interurban Trail on their bikes to go to the Mequon Public Market. While driving behind the family, the child lost control of his bicycle and ended up in the MIDDLE of the road. If I had proceeded to pass them (as other vehicles had) that child would be seriously hurt or dead. In another instance there was a father of a resident standing in front of his mailbox on Highland Road to get the mail. It was late in the afternoon and the car did not see him and, in front of his granddaughter, he was killed instantly. I own the building on the corner of Highland and River Road (Gentian Financial) and can see the traffic that speeds along the road. Often much faster than the limit. In a growing, younger suburb, a trail that connects the parks and the existing infrastructure (IUT) would be a very valuable community resource."*



11333 N. Cedarburg Road
Mequon, WI 53092
262-242-3100

www.ci.mequon.wi.us

Mayor John M. Wirth
mayor@ci.mequon.wi.us
2632-236-2944

January 28, 2022

Ladies and Gentlemen:

I am writing in support of the grant request of M-T Trails Foundation.

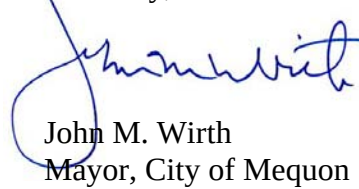
Mequon has a unique interest in bike paths and pedestrian ways. Paths are good in all communities. However, with over 46 square miles and a population of only about 25,000 people, people in Mequon are unusually spread out. Paths create connections and help build community.

Moreover, as a result of our low density, we have far fewer neighborhood streets that connect areas. Instead, bicyclists and pedestrians use arterial streets and highways to get from place to place. These higher traffic streets are often unsafe for bicyclists and pedestrians, including families with children. Paths resolve the safety concerns of those streets.

The M-T Trails Foundation hopes to first build a path along Highland Road, connecting the Ozaukee Interurban Trail with Rotary Park, Mequon's largest active park. Considering that the Ozaukee Interurban Trail bisects Mequon and Thiensville, much of the community will be able to take advantage of this connection to get to Rotary Park. Further, the 30-mile Ozaukee Interurban Trail connects Mequon and Thiensville to the rest of Ozaukee County. Therefore, the proposed Rotary Park/Highland Road connection will benefit bicyclists from multiple communities. There are a number of hurdles to get this path built, but a grant would go a long way to assist to make this happen.

I respectfully request that you give the M-T Trails Foundation request your greatest consideration.

Sincerely,



John M. Wirth
Mayor, City of Mequon

Attachment: MT Trails Foundation Highland Road Bike Spur Informational Packet (8359 : MT Trails ROW Agreement)

January 27, 2022

Travis Houle
Statewide Local Program Manager
WI Department of Transportation
4822 Madison Yards Way
Madison WI 53705



To Whom it May Concern:

I am pleased to write this letter in support of the Highland Bike and Pedestrian Path project. While bicyclists will undoubtedly enjoy the increased trail-riding opportunities this project would bring to Wisconsin's Lake Michigan coast, the far-reaching enhancements this connection will bring to the area's local economies, tourism industries, and residential health and well-being make this a worthwhile project for our state to invest in.

The Highland Bike and Pedestrian Path would connect the Mequon Rotary Park with the Ozaukee Interurban Trail via a 1.5 mile long paved path. The interconnectivity between Mequon/Thiensville area trails this project would bring is well-supported by community members, law enforcement, local advocates, and affected homeowners. I have been impressed by the dedication these motivated stakeholders have to getting this project completed and am confident that with proper funding, the project will be a success.

The importance of trails for our Wisconsin communities cannot be understated. While the obvious impacts of increased community recreation opportunities are clear, trails do so much more for the communities they serve, including bettering public health, increasing economic and transportation benefits, enhancing environmental and conservation efforts, and even establishing a sense of identity within the community. By investing in trails, we invest in our residents, our communities, and our state.

The Highland Bike and Pedestrian Path will serve as a great opportunity for interconnectivity throughout southeast Wisconsin. I offer my full support for the project and will happily work to advocate on behalf of this important community connection.

Sincerely,

A handwritten signature in black ink that reads 'Kirsten Finn'. The signature is written in a cursive, flowing style.

Kirsten Finn, Executive Director
Wisconsin Bike Federation
187 E. Becher St.
Milwaukee, WI 53207

EXHIBIT C

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3926

A Resolution Supporting the M-T Trails Foundation, Inc. Application for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Grant and Pending Memorandum of Understanding/Donation Agreement for an Off Road Path on Highland Road from the Ozaukee Interurban Trail to Rotary Park

RECITALS

A. M-T Trails Foundation, Inc. applied for a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) Project grant (Grant).

B. The Grant requires the City to pass a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor.

C. The Grant application terms requires a resolution will be required for an application to be eligible, which means a copy of the resolution should be submitted to the Region Local Program Manager no later than 5:00 PM April 18, 2022.

D. The City has no financial responsibility for the project.

E. If the Grant is awarded, M-T Trails Foundation, Inc. and the City of Mequon will enter into a Memorandum of Understanding (MOU) and/or Donation Agreement to provide a framework for administrating the Grant and to provide an understanding about M-T Trails Foundation, Inc.'s commitment to provide matching funds for the Grant.

F. M-T Trails Foundation, Inc. will provide all required project sponsor match funds and any additional project costs not covered under the Grant agreement and the MOU/Donation Agreement.

G. If intended to be dedicated to the City as a public off road path, the design must adhere to the Standard Specifications for Land Development, current edition and meet ADA requirements.

H. If ultimately dedicated to the City, the M-T Trails Foundation, Inc. acknowledges that the City will establish the terms and conditions for the operation and maintenance of the path, including snow removal and future replacement, as defined in the Donation Agreement.

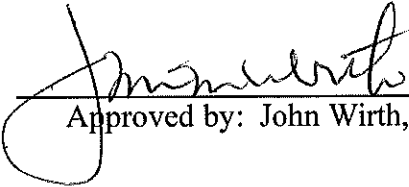
BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that:

1. This resolution shall serve as the resolution required for the application to be eligible for the WisDOT TAP grant.

2. Following the grant award, the M-T Trails Foundation, Inc. shall populate the Donation Agreement template document and work with staff for a recommendation for further Common Council consideration and approval.

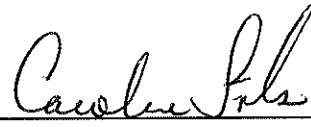
3. The Common Council will act on the Donation Agreement, including review and approval of the terms and conditions, at a future meeting in accordance with the City's Financial Policies.

4. The Mayor and City Clerk are authorized and directed to execute any necessary documentation to effectuate the purposes of this resolution subject to review and approval of the City Attorney.


Approved by: John Wirth, Mayor

Date Approved: March 8, 2022

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on March 8, 2022.


Caroline Fochs, City Clerk

**RIGHT-OF-WAY AGREEMENT FOR HIGHLAND ROAD BIKE/PEDESTRIAN SPUR
FROM THE OZAUKEE INTERURBAN TRAIL TO ROTARY PARK**

THIS RIGHT-OF-WAY AGREEMENT ("Agreement"), made as of the day of **MONTH, YEAR**, by and between MT Trails Foundation, Inc. ("MT Trails") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties") for the Highland Road Bike Spur (the "Project").

RECITALS

WHEREAS, Rotary Park and a portion of the Ozaukee Interurban Trail (OIT) are 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, a connection between the OIT and Rotary Park are not included as high priority projects within the Park Plan; and

WHEREAS, MT Trails applied for and received a Transportation Alternatives Program (TAP) grant through the Wisconsin Department of Transportation; and

WHEREAS, MT Trails proposes to install a 10' paved path with gravel shoulders from the OIT to Rotary Park at its sole cost of design, construction, operation and maintenance; 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 MT Trails Project, the City would not incur these maintenance costs; and

WHEREAS, MT Trails has agreed to donate the infrastructure to the City and accept ongoing operation and maintenance responsibilities and cost; and

WHEREAS, MT Trails has raised funds sufficient to pay for the design, construction and ongoing operation and maintenance of the Project that it intends to construct on CITY property; and

WHEREAS, the Project is subject to CITY review and approval 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. MT Trails shall construct, at its sole cost and expense, the Project between the OIT and Rotary Park in accordance with the Approved Plans for the Project. Plans must be submitted to the CITY, and will be reviewed for approval against the following terms:

a. The design of the proposed improvements shall adhere to the Standard Specifications for Land Development, current edition.

b. Any improvements shall be located within the Highland Road right-of-way or within a public pedestrian easement dedicated solely to the CITY. The CITY will not be responsible for the negotiation of required easements. If easements on private property are required, the CITY shall provide the easement language, subject to review and approval by the City Attorney. MT Trails shall provide the legal description and easements for the document prior to recording. The final easement is subject to Common Council approval prior to recording.

c. The grant application implies the installation of a “signal beacon” at River Road and Highland Road. Prior to including the “signal beacon” on the plans submitted to the CITY for approval, MT Trails shall submit a traffic impact analysis (TIA) of the intersection, with a recommendation by a traffic engineer as to whether a “signal beacon” is warranted. Including the “signal beacon” on the plans is subject to Common Council approval. If the TIA conclusively determines that a “signal beacon” is warranted, the selection of the equipment is at the sole discretion of the CITY. The energy source for the “signal beacon” shall be solar power, so the CITY does not incur ongoing energy costs for the infrastructure.

2. After receiving Approved Plans from CITY, MT Trails shall also gain approval from the Ozaukee Interurban Trail Advisory Committee prior to bidding. If the Ozaukee Interurban Trail Advisory Committee requires any modifications to the Approved Plans, the plans shall be resubmitted to the CITY for approval prior to bidding.

3. Any changes or deviations to the Project must be approved in writing by the CITY.

4. The Project will be managed by MT Trails under the oversight of the CITY. MT Trails is required to hire a construction inspection firm that will submit daily inspection reports to the CITY on a weekly basis. At the conclusion of the Project, MT Trails must submit a certification to the CITY that the project was constructed per the Approved Plans. Prior to acceptance of the Project, the CITY shall complete a final inspection. Approval is subject to completion of all punchlist items.

5. After the Project is fully completed (as determined by the CITY), MT Trails will provide lien waivers from contractors.

6. MT Trails shall maintain the Project in good condition. Should the Project

deteriorate, need repair, or create a hazard, MT Trails agrees, at MT Trails's sole expense, to remedy said condition(s) to the satisfaction of the CITY, or remove the Project and restore the area to match the surrounding area.

7. MT Trails shall operate and maintain, at its sole cost and expense, the Project between the OIT and Rotary Park. Operation and maintenance are subject to the following terms:

a. Any endowment from MT Trails shall be placed into a segregated, non-lapsing fund utilized for the operation, maintenance, rehabilitation, repair and/or replacement of this Project only. Please note that should the endowment be insufficient to cover the ongoing life cycle costs for the Project, the CITY reserves the right to make long-term decisions up to and including removal of the Project. The minimum operation and maintenance costs, for which the endowment must fund, includes, but is not limited to:

- (1) Annual inspection of the bicycle path and shouldering for required maintenance and repair.
- (2) Maintenance of the path and shoulders free from debris and garbage.
- (3) Maintenance of gravel shoulders in compliance with the Standard Specifications for Land Development which may include, but is not limited to: regrading of the existing material and/or addition of new material.
- (4) Maintenance of the asphalt in compliance with the Standard Specifications for Land Development which may include, but is not limited to: filling cracks with bicycle safe materials, sealing the asphalt to slow pavement deterioration, removal and replacement of sections of the asphalt, mill and overlay, and/or pulverize and repave.
- (5) Reimbursement to the CITY for annual inspection and any reasonably required maintenance or repairs of the "signal beacon".
- (6) Response to CITY notification of reasonable issues or concerns.

b. The CITY currently does not remove snow from locally owned off road paths and cannot due to equipment and staffing constraints. MT Trails may contract a private snow removal firm if snow removal is required. Prior to entering into the contract, MT Trails shall provide a copy of the contractor's liability insurance, naming the City also covered, and submit to the CITY so the CITY is aware of the contractor's equipment and labor capabilities. No right-of-way permit shall be required for compliant snow removal.

c. If a "signal beacon" is installed, the CITY reserves the right to review the life cycle costs and the cost/benefit ratio of maintaining the infrastructure in perpetuity, and retains the right to make all decisions regarding operation, maintenance, repair and replacement.

8. CITY will provide reasonable public access to MT Trails within the right-of-way between the Ozaukee Interurban Trail and Rotary Park for the construction, operation and maintenance of the Project. Permits to work within the right-of-way shall not be required for snow removal, debris and garbage removal and operation or maintenance activities which do not

permanently alter the right-of-way. Permits will be required for those activities outlined in Section 5.a.(3) and (4), as well as any construction, operation or maintenance activities which permanently alter the right-of-way.

9. MT Trails acknowledges that it will contact Diggers Hotline prior to the installation of the Project and will coordinate as needed with the CITY to ensure that CITY and other public utilities in said public right-of-way are not damaged as part of said installation.

10. MT Trails acknowledges that the installation, operation and maintenance of the Project may not block or dam existing surface drainage patterns through the area.

11. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Engineering Division.

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

13. MT Trails shall not charge any fee for the use of the property without the express written consent of CITY, which consent can be withheld in its absolute discretion.

14. Should CITY renovate the right-of-way between the OIT and Rotary Park to the extent that the IMPROVEMENTS are impacted, MT Trails is not owed repayment or damages for donated infrastructure.

Commented [KL1]: Resolutions are required to go through a standing committee, which is F-P. Additionally, the City's Financial Policies require CC acceptance of dedication.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Purpose. The purpose of this Agreement is to:

(1) Memorialize the understanding of the CITY and MT Trails regarding public access to the Project.

Section 2.2 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 MT Trails' 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.

(5) If MT Trails requests inclusion in the issuance of standard CITY contracts (i.e. cracksealing, GSB-88 or Road Improvements), notice shall be provided to the CITY no later than January 15 on the year the contract is requested. Separate bid items will be provided for the Project and reimbursement will be equal to actual costs. MT Trails will be provided with the cost of the bid items prior to contract award. Upon receipt of the cost of the bid items, MT Trails must notify City Staff within five (5) business days that sufficient funds have been allocated for MT Trails to reimburse the City and that reimbursement will be provided within thirty (30) days of invoicing or that MT Trails will not participate and the bid items should not be awarded.

Section 2.3 Grant Funding. The Grant will pay for up to \$988,000 of the cost of the Project not to exceed the Grant award as defined in the Grant contract. The local match requirement is all remaining Project costs. MT Trails will provide all required project sponsor match funds and any additional project costs not covered under the Grant agreement.

Section 2.4 Representations and Warranties of MT Trails. MT Trails makes the following representations and warranties:

(1) MT Trails shall not have or obtain any legal rights to said public right-of-way by virtue of such construction, installation, maintenance, expenditure of money or usage. CITY may at any time proceed or permit grading, utility installation, repair, maintenance, plowing, reconstruction, and/or similar activities in said public right-of-way without being obligated to MT Trails in any way and without any compensation to MT Trails for the Project.

(2) MT Trails is a Wisconsin Non-Stock/Non-Profit Corporation and has the power to enter into this Agreement and to perform its obligations hereunder and is in good standing under the laws of the State of Wisconsin.

(3) MT Trails 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.

(4) MT Trails will not erect any signs, plaques or sell any naming rights for infrastructure within the public right-of-way or located on public property, including within Rotary Park.

(5) 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 MT Trails is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) Insurance. MT Trails 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. MT Trails further understands and agrees that any builders risk coverage is its responsibility.

(7) Indemnification.

- i. 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 MT Trails or its contractors, subcontractors or materialmen in their performance of this Agreement or from MT Trail's failure to comply with any of the provisions of this Agreement or of law, MT Trail 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 MT Trails promptly, in writing, notice of the alleged loss, damage or injury.
- ii. In conjunction with the construction, installation and maintenance of the Project by MT Trails within said public right-of-way, MT Trails will assume all liability for any damage to CITY facilities or other public utilities located in said public right-of-way. MT Trails will indemnify and hold the CITY or other public utilities harmless from any claims for personal injuries or property damage caused by MT Trails arising out of the construction, installation or maintenance by MT Trails of the Project within said public right-of-way.

(8) 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. The MT Trails 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.

(9) MT Trails 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.

(10) MT Trails acknowledges and agrees that CITY will ultimately retain jurisdiction over 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 MT Trails or the CITY in this Agreement, or any document or financial statement delivered by MT Trails 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), MT Trails 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 MT Trails 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.

MT Trails shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MT Trails under this Agreement,

including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MT Trails. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MT Trails, shall be paid by MT Trails 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 Washington 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 MT Trails is addressed to or delivered personally to:

Ms. Lori Lorenz, Board Member
MT Trails Foundation Inc.
9801 N Hilltop Lane
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 MT Trails, 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

M-T Trails Foundation, Inc.

Dated: _____

BY: _____

Approved by: _____
Brian C. Sajdak, City Attorney



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: April 19, 2023
SUBJECT: Gateway Sign Approval

Background

In September of 2022, the City of Mequon partnered with both the Sunrise Rotary Club and Mequon Nature Preserve to install a series of pollinator gardens at the city's gateway feature on the corner of Mequon Road and Cedarburg Road. The initiative was introduced by the Mequon Sunrise Rotary Club, to support all pollinators.

As part of the installation of the new gardens, Rotary worked with Mequon Nature Preserve to create educational signage explaining the importance of the new beds, and pollinators in general.

Analysis

The Sunrise Rotary and Mequon Nature Preserve are requesting a review and approval of the new educational signs to be installed by the new pollinator gardens next to the gateway feature. The signs will be made of a high strength polycarbonate material, that will be fastened to a cedar post with cedar backing. Only one sign will be installed just to the southeast of the largest bed, and west of the Rotary walking path. The estimated longevity of the signs is expected to be approximately 15 years. At that point it would be suggested that Rotary consider funding replacement signage.

Fiscal Impact

The signage will be fully funded by the Rotary or other donations, with future maintenance funding possible from the Sunrise Rotary Club.

Recommendation

Staff recommend review and approval of the signage and the content. Staff will work with the Rotary Club on positioning in the park.

Attachments:

- 1 - Sign Drafts for Gardens (PDF)
- 1 - Environmental Action Summary (PDF)
- Op Poll Invitation to Join (PDF)



TYPES OF pollinators

Pollinators come in all different shapes and sizes, from insects to birds to mammals. There are about 350,000 different pollinator species in the world. Wisconsin is home to 400 of them! There are many different classes of pollinators. Some are more well-known than others.

VISIT OUR
WEBPAGE >



Operation Pollination
@ MNP

15"x 20"



THIS GARDEN WAS CREATED IN CONJUNCTION WITH operation pollination OF THE MEQUON-THIENSVILLE SUNRISE ROTARY

A pollinator garden provides food, habitat, and resting areas for different pollinators. An ideal pollinator habitat has a variety of native flowers, grasses, and shrubs that bloom at different times of the year.

It can vary in size, from a few pots to a large garden.



Many animals help with the process of pollination. Insects, birds, and even mammals can be part of the process. It is estimated that one out of every three bites of food exist because of pollinators.



< DOWNLOAD THE APP
iNaturalist will identify
plants in this garden.

SIGN THE PLEDGE >
Join the Operation
Pollination initiative.



This garden is in partnership with



MEQUON
Nature
Preserve

20"x 30"



how you can help

There are so many ways any homeowner can help the pollinators.

No yard is too small.
Use the QR code link to see
what things you can do to
protect the pollinators!



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WEBPAGE >



Operation Pollination
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@ MNP

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Mequon-Thiensville Sunrise Rotary

OPERATION POLLINATION ACTION SUMMARY

Sept 2022

Rotary Club of Mequon-Thiensville Sunrise has an active Operation Pollination project underway.

On October 8, Club will be installing a cluster of pollinator gardens in the Mequon-Thiensville Town Center Gateway Park, along the Riverwalk just north of Mequon Road. Site preparation work has been underway for the past month.

Volunteers will be planting potted plants for rapid garden visibility as well as installing and demonstrating the use of seed-mats ... similar to sod rolls, but infused with native wildflower seedlings versus lawn-grass rolls. The theory is that use of seed mats, offers dense seedling growth, allowing native wildflowers and grasses to grow and thrive quickly while limiting, if not preventing, non-native weed seeds from infiltrating and overwhelming native species before they become robust.

Thus far, M-T Sunrise Rotary's Operation Pollination Partnership has **58 active partners who have signed pledges**. While most are individual home owners, pledge signers currently include the Horticultural Department and Seed Library of Milwaukee Area Technical College, Ozaukee Washington Land Trust, both City of Mequon Parks and Ozaukee County Land & Water Management departments, the 500-acre Mequon Nature Preserve, the MNP Beekeeper Club, two landscaping companies – David Frank Landscaping and Wandsnider Landscape Architects and two churches – Unitarian Church North and Mequon United Methodist Church.

“Hug the trees, plant the seeds, save the butterflies and bees”

ENVIRONMENTAL SUSTAINABILITY ACTION THROUGH THE YEARS

In addition to the M-T Sunrise Rotary Club's current environmental focus on Operation Pollination, the Club has been involved with environmental projects for years. It has been the stewardship organization for the 18-acre woodland at Mequon's Rotary Park since the mid-1990's. That stewardship role has included continual efforts to remove invasive species - especially buckthorn – and planting of hundreds of native tree and shrub seedlings. In 2020, the use of goats was introduced to remove buckthorn and honeysuckle more efficiently and effectively from the Woods, and now native wild flowers as well as desirable native trees and shrubs can regenerate themselves in the acres cleared by the goats..

Sunrise Rotary has also enhanced the central environment of Thiensville and Mequon by **planting 400 Redbud trees, which provide spectacular pink blooms around Mother's Day every spring** in Village Park, Mequon Community Park near the library and throughout the Town Center. Redbuds provide much needed nectar for pollinators in early spring, especially for honey and carpenter bees.

And most recently, in spring 2022 prior to the October Pollinator Gardens installation, Sunrise Rotary planted 75 Tamarack trees along the Mequon end of the Riverwalk to provide shelter for the smallest of pollinators, birds and other wild critters alike for years to come. Tamaracks can ultimately grow to 80 feet tall, and can live for 300 or more years.

“Blessed Are Those Who Plant Trees Under Whose Shade They Will Never Sit”



INVITATION TO JOIN '*OPERATION POLLINATION*'
(*and why you should accept the invitation*)

Pollinators – butterflies, bees, some birds, bats and other insects – play a crucial role in plant reproduction. They pollinate more than 85% of the world's plants. They are responsible for 1 out of every 3 bites of food we eat each day. And yet, pollinators are at a critical point in their own survival. Since the 1970's, pollinators have declined more than 45% worldwide.

However, recent research and studies demonstrate that although there are many issues affecting pollinator decline, there is significant evidence that **concentrated planting is making a real difference** for pollinators.

If you like to eat, YOU can help assure your own food supply!

Mequon-Thiensville Sunrise Rotary invites you to join 'Operation Pollination' and help support pollinators and growers of the food that sustains us all.

Help educate others about the need and importance of pollinators, raise bees, or plant flowers.



Plant a pollinator garden - Any size helps!

From window and patio planters, to home gardens, to pathways and roadsides, to acres of prairies and meadows – every size planted space helps! Contact Rotary or Mequon Nature Preserve for planting guides or plant selection suggestions.



Pollinator Gardens Should ...

- use plants that provide nectar and pollen sources
- provide a water source (i.e, bird bath, fountain, pond, river, etc)
- be situated in sunny areas with wind breaks (shrubs, fence, building, etc.)
- plant a number of native or non-native plants to create masses of "pollinator targets" for butterflies, bees and other pollinators to land on
- establish continuous bloom throughout the growing season
- eliminate or minimize use of pesticides

Take the Pledge (attached), and Send a copy to:

**Mequon-Thiensville Sunrise Rotary
P. O. Box 251
Mequon WI 53092**



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: April 19, 2023
SUBJECT: Goat Project 2023

Background

The Mequon-Thiensville Sunrise Rotary Club is again proposing the use of goats as an option for invasive species control in small sections of Pukaite Woods. For the last three years, The Rotary Club was approved to administer a project that utilized goats as a tool to remove invasive species such as buckthorn and honeysuckle. The Rotary Club continues to be very involved in stewardship efforts at the woods, volunteering countless hours in the woods for the purpose of restoration, replanting, and continued invasive monitoring. The use of the goats was very effective in 2020, 2021, and 2022 removing approximately 7 acres of invasive plants from the woods that had previously been difficult to achieve control in using conventional efforts. Control efforts will need to continue to achieve long term success.

Analysis

Although the three years of the project were a success, the woods would continue to benefit from additional use of the goats to help deplete the invasive community in the woods. The areas will again be temporarily fenced, utilizing an electric fence like last year. The goats will be monitored by their handler and volunteer monitors. The labor necessary for installation of the fencing and any trail cutting will be provided by volunteer efforts and the Ozaukee/Washington Land Trust (OWLT).

Approximately 30 goats are being proposed for a 7-10 day period in June, with the goats being returned to the area later in the year for another 2-3 day period. Staff is proposing the utilization and approval of an abbreviated Special Event Agreement to allow for the use of goats for invasive species control.

The agreement specifies and permits use of goats only for invasive control during approved spring and fall application. In subsequent years 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 will be determined by the Park and Open Space Board on an annual basis, outside of any impact on park rentals and user group activities. The Agreement permits a maximum of two Events per year, anticipated once early in the growing season and once near the end of the growing season.

A Special Event Agreement is required to address waivers to City ordinances, as neither goats nor construction of structures are allowed by ordinance. The agreement will allow the goats to be utilized for the two outlined time periods. Any further proposed demonstrations or deviations of timing will have to be approved through another approved special event agreement or a permanent amendment to the City's current ordinance.

Fiscal Impact

There is no cost to the City for this project, which will ultimately provide the benefit of invasive species control within Pukaite Woods. The Mequon-Thiensville Sunrise Rotary Club will be assuming all the direct expenses associated with this project.

Recommendation

In 2021 this was approved by the Common Council to be a recurring event. Thus, it is only necessary that the POSB reconsider the approval for 2023. No resolution is necessary.

Attachments:

Special Event Agreement (Goats) - 2023 recurring (PDF)

Pukaite Woods- Goat Project Layout (PDF)

Letter Goats (PDF)

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT
GOATS AS A TOOL FOR INVASIVE SPECIES REMOVAL

Articles of agreement made and entered into this 19th day of April, 2023, by and between Mequon-Thiensville Sunrise Rotary, 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 Goats as a Tool for Invasive Species Removal (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 has identified certain responsibilities of the Renter necessary to use the Park for the Event.
4. Completed Agreement must be submitted no later than 14 days in advance of the Event.

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

The Renter shall be required to:

1. Event Fee. As the proposed Event provides a benefit to Pukaite Woods in Rotary Park for the management of invasive species, there will be no cost to the Renter.
2. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than ten (10) 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. 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.
 - d. This certificate should be forwarded to:

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

3. Site Plan.
 - a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services. Site maps shall be submitted showing each of the paddocks, prior to goat installation.
4. 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.
5. Delivery and Storage. Limited storage is available upon request. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.
6. 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.
7. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
8. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

1. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
2. 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.
3. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
 - a. Section 54-21(1)(c) and 54-21 (2) prohibits the removal of natural resources within the parks. This Agreement shall allow the removal of small trees and brush to provide the required access trail, as approved by the required Site Plan.
 - b. Section 54-21(1)(d) prohibits the erection of structures within the parks. This Agreement shall allow the temporary construction of an electric fence to enclose the goats during the invasive species removal, but for no more than 14 consecutive days. The enclosure shall be removed the same day the invasive removal is complete, and the area restored as required by this Agreement.
 - c. Section 54-25(3) prohibits domestic animals in undesignated park areas. This Agreement shall allow entry of a maximum of 30 goats for invasive species control. Aside from ingress and egress, the goats shall be kept in an area enclosed with fencing.
 - d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the 2-3 weeks in Summer and 2 weeks in the Fall.

2. Date of the Event.
 - a. Restrict the activities of the Event to not to exceed 5 weeks total in Summer and Fall of each year.
 - b. Preparation may occur starting no earlier than noon on the day prior to the Event. Any additional preparation required shall be defined and outlined in this Agreement.
 - c. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
 - d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event will be determined by the Park and Open Space Board on an annual basis, outside of any impact on park rentals and user group activities. The Agreement permits a maximum of two Events per year, anticipated once early in the growing season and once near the end of the growing season.
3. Restoration. After the Event, the City will complete a walk through of the Park prior to releasing the security deposit. Any repairs or damage identified by City Staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
4. Hours.
 - a. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - b. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section. Renter shall be permitted to enter park only to facilitate animal care after normal park operating hours.
 - c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
5. 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.
6. No Smoking Facilities. There is no smoking permitted in any Park facility. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
7. Noise. All sound must be kept at an acceptable level according to City ordinances.
8. 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.
9. Inclement Weather. The Renter and Park Staff shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather.

- a. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity.
 - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. Tornados. When the National Weather Service has issued a tornado warning for the area.
- 10. 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, improper licensing, inclement weather that would effect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
- 11. 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
 Sunrise Rotary Representative
 Approved as to Form:

Michael Gies, Parks and Forestry Superintendent
 City of Mequon

Brian C. Sajdak
 Mequon City Attorney



Legend

2023
~~NEW~~ Goat Paddocks
5, 6, 6A

— Tributary stream

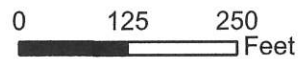
- - - Trail

Goat Paddocks

Management Boundary

Spirit Lake Boundary

Pukaite Woods: Goat Project Layout
City of Mequon



Attachment: Pukaite Woods- Goat Project Layout (8368 : Goat Project 2023)



Mequon-Thiensville Sunrise Rotary

P. O. Box 251
Mequon Wisconsin 53092

Date: April 4, 2023

TO: Mequon Parks & Open Space Board

FROM: M-T Sunrise Rotary
Environmental Committee
Connie Pukaite, Chair

Mequon-Thiensville Sunrise Rotary Club in partnership with Ozaukee-Washington Land Trust (OWLT) requests a special use permit to conduct the fourth consecutive year of invasive species management in Pukaite Woods at Rotary Park, using goats to remove buckthorn and honeysuckle.

As you will recall, M-T Sunrise Rotary and OWLT initiated a project in 2020 intended to demonstrate whether or not goat grazing over a 2 or 3 year period could eradicate heavy growth of buckthorn, honey suckle and other invasive plant species which degrade the Woods. The demonstration has been very successful in four prescribed areas that were grazed two-times per season for three consecutive seasons. Re-sprouting from well-established buckthorn in those areas no longer occurs, producing open vistas within the Woods, and leaving 4-plus acres of woodland floor open for restoration and natural reproduction of native plant and tree seedlings.

However, there are 2 to 3 acres within the Woods that were grazed for only two consecutive seasons, and some resprouting from mature buckthorn roots has been documented in those areas. For that reason, M-T Sunrise Rotary is requesting City permission to bring the goats back in 2023 for two short grazing periods to complete the die-back within those acres as well.

2023 Plan for use of Goats: Ozaukee Washington Land Trust professional staff will oversee management of 30 goats. M-T Sunrise Rotary will fence the grazing areas, install temporary signage to keep the public informed, recruit/schedule volunteers to monitor and water the goats daily, assuring the safety/well-being of the animals and maintenance integrity of electric fencing around prescribed grazing areas in the East-Southeast part of the Woods. (see highlighted Sections 5, 6 and 6A on the attached map)

The goats will be at Pukaite Woods for approximately 3 to 4 weeks in June/July, and again for approximately 2 weeks in late August/early September.

Following this season, invasive woody plants will be reduced within the demonstration sections to a point where other management methods can be effective, and allow restoration of the grazed acres by seeding or planting native species to restore the biological balance of the woodland. Rotary's ongoing Woods stewardship plan includes:

- annual monitoring and management of plant growth, keeping invasive vegetation at bay
- hand-clearing woody invasives as may be needed
- reseedling and/or seedling planting of native species as needed

We anticipate only periodic future use of goats within select areas of Pukaite Woods if tree density prohibits use of other invasive management methods and damage to native species growth would be limited.

Attachment: Letter Goats (8368 : Goat Project 2023)



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: April 19, 2023
SUBJECT: 1840 Brewing

Background

For going on three years now, 1840 Brewing has been holding monthly beer garden events in Mequon Community parks during the summer months. The events are held on Friday evenings from 4:00pm-8:00pm, with (5) total events from May-September. The attendance was great, with approximately 1,500 people attending over the (5) event days. The per day rental fee for 2021 and 2022, was \$250/event.

With this now being a reoccurring event, the POSB can approve the special event agreement year over year, if the request stays the same. There is no proposed deviation from the approved agreement from 2022 to 2023.

Fees were based on a picnic area park rental. 1840 hasn't requested use outside of what would be expected from a normal rental and didn't need use of the facilities other than the public restrooms. When public restrooms were used that were not on city water or sewer the rental was charged a pumping fee or portable restroom fee; this would at least cover the use of the separate events and not pass those costs on to city operational accounts.

Analysis

With no change to the Special Event Agreement from last year to this year, Park and Open Space can provide an approval of the events for 2023. The projected event days are list as follows:

Date	Location
June 2	River Barn Park
July 7	Community Park
July 27	Community Park
August 11	Lemke Park
September 1	Community Park

Fiscal Impact

There is no fiscal impact realized by the city. Rental fees will remain unchanged for 2023.

Recommendation

Staff recommends approval of the 1840 Special Event Agreement. The events are an asset to the

parks and provide another avenue to get people previously unfamiliar with the parks exposed to what great venues they are.

Attachments:

Special Event Agreement - 1840 Brewing 2023 (PDF)

CITY OF MEQUON

SPECIAL EVENTS AGREEMENT

Articles of agreement made and entered into this 19 day of April, 20 , by and between 1840 Brewing, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to River Barn, Commi Park (hereinafter called the Park) for Summer Beer Ga (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee do not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.

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

The Renter shall be required to:

1. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Date of the Event is \$ \$1,500.00. The Event Fee is comprised of the following costs:

i.	<u>\$250 x 4 = \$1000.00 w/tax</u>	Rental Fee (XX days @ \$\$/day)
ii.	<u>N/A</u>	Holding Tank Pumping (XX @ \$\$/each)
iii.	<u>XXXXX</u>	Field Usage Fee (XX days @ \$\$/day)
iv.	<u>will be deducted from deposit</u>	Janitorial Supplies (toilet paper and garbage bags)
v.	<u>XXXXX</u>	Emergency Services (i.e. Police Auxiliary or On Call Fire/EMS)
vi.	<u>\$500</u>	Security Deposit
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
2. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

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

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

3. Site Plan.
 - a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
4. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter shall supply 1 portable toilets and 1 hand washing facilities to supplement the Park facilities.
 - a. The City will determine whether temporary toilet facilities will be required.
 - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
 - c. The portable toilets shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
5. Dumpster. The Renter shall provide a ___ yard dumpster to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
6. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs or replacements upon demand from the City.
7. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.
8. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
9. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
10. Attendee conduct. Renter is responsible for attendee conduct.
11. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited.

12. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
13. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
14. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

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

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
2. Date of the Event.
 - a. Restrict the activities of the Event to June 2, July 7, July 27, August, 20__.
 - b. Preparation may occur starting no earlier than noon on the day prior to the Event. Any additional preparation required shall be defined and outlined in this Agreement.
 - c. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
 - d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the xxx (i.e. third Saturday) of xxx (month).
3. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 100-250 guests.
4. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, the preparation shall be included in the Rental Fee.
5. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the preparation shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.

6. Restoration. After the Event, the City will complete a walk through of the Park prior to releasing the security deposit. Any repairs or damage identified by City Staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
7. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on the dates listed above between the hours of 3:00pm and 9:00pm.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - c. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
 - d. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
8. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.
 - d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
9. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
 - a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the city clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
10. No Smoking Facilities. There is no smoking permitted in any Park facility. The Renter shall be responsible for making the requirement clear to Event attendees, and enforcing the policy at the Event.
11. Noise. All sound must be kept at an acceptable level according to City ordinances.
12. Tents. Tents must be anchored by sand bags or other weights.
13. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
14. Fireworks and explosive. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
15. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather.

- a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued travel warnings.
 - iii. Blizzard or Other Snow Fall Conditions.
 - 1. When the National Weather Service has issued local travel warnings.
 - 2. When visibility for road travel is severely limited.
 - b. Summer Weather Events. When the following weather conditions exist the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity.
 - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. Tornados. When the National Weather Service has issued a tornado warning for the area.
16. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, inclement weather that would effect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
17. Deposit is non-refundable. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
18. City, County, State and Federal Laws. Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, and there are no exceptions. The City of Mequon Police Department reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who shall, in any manner, do or participate in any act jeopardizing the rights, use permit, or the safety of staff, guests, or facility contents.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Name, Title
Agency

Michael Gies, Parks and Forestry Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



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: April 19, 2023
SUBJECT: CIP Top Five

Background

Staff and the board have compiled and prioritized park and open space capital needs as outlined in the Park and Open Space Plan, by user groups, and staff suggestions. Prioritization allows for a more comprehensive list of tasks and prioritized lists that can be added to on a yearly basis as the Park system evolves. Furthermore, this aids in the future budget discussions and makes it easier for the board to decide on a direction for funding requests. For efficiency's sake, suggestions that come in throughout the year will be tracked and added to the list for consideration in subsequent years versus requests being jumped up the list midyear. This allows both the board and staff to provide an explanation for queries about what should be done in the park system and associate the explanation with an appropriate timeframe for consideration. Since the beginning of the year the Board has suggested that the CIP overview be used as more of an internal tracking list for staff, but that we put together a top five budget request list that would be easier to understand and digest. The top five prioritized list would match the CIP overview, but would show a clearer picture of what the Board is expecting from a funding standpoint, as well as a needs standpoint.

Analysis

Just as a review the following is a list of potential funding sources, and their current funding level.

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

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

- a. Improvements to existing facilities that will:
 - i. Correct health and safety hazards
 - ii. Upgrade deficient facilities
 - iii. Modernize adequate but outdated facilities

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

The balance for 2023 capital funding is **\$50,000**. The balance has been allocated to the Lemke Park Building.

Park impact fees are a one-time payment by new residential development to pay for capital costs of facilities needed to support the new development. Park impact fees are charged during the building permitting process and used to fund projects to maintain levels of service of Mequon's Park system. The city of Mequon's current impact fee charge for parks is \$900/residential unit. The current balance of the park impact fee account as of April, 2023 is **\$404,896**.

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

Variable Costs (O&M) are the general operating and maintenance costs in the Parks and Open Space Division. The variable costs do not reflect salaries and benefits, just operating accounts such as: project supplies, park supplies, M&R, and Contracted Services. The current budget for general operation costs in the parks without labor, benefits, or equipment is approximately **\$79,000**.

Fiscal Impact

The intent of this exercise is to allow the Park and Open Space Board to prioritize needs and expenditures for not only 2023, but also beyond.

Recommendation

Staff recommends the board review and approve the new CIP top five format. Staff also suggests the board review and approve its final top five projects for 2023-2024.

Attachments:

Top Five (PDF)

CIP (PDF)

POSB Top Five

Rotary - pickleball/basketball , fence	7
Playground Replacements	6
Katherine Kearny W lot fence	5
Rotary Drainange	4
Rotary - City water, gas, WIFI, keyless	3
Rotary dog park	3
Drinking Fountains - All parks	2
Katherine Kearny/all parks EAB remove and replace	2
Lemke Concessions/Bath/Storage	2
Sports field lighting	1
Rotary walking path	1
Open Space native species garden	1
LED light conversion	1
River Barn tree relocation	1
Settlers/River front park -extension of riverwalk	1
Garrisons Glen footbridge and connecting path to the west	1

2023 Parks/Open Space Funding

Priority Ranking	Park Location	Description	Year to budget	Notes
1	Lemke Park	Concessions/Bathroom	2023	ARPA funding/Impact Fees
2	Rotary Park	City Water, Gas, WIFI, Keyless Entry, electrical upgrade	2023	Add on the electrical upgrade at the same time to save costs on bidding—**Facilities should fund some of this work if not all. Its within the building envelope.
3	Rotary Park	Basketball/Pickle Ball Court resurfacing/fencing, pond loop	2023	POSB funds/private funding (pickle ball pieces)60/40 split should be sought. Bid out multiple items at a time for better pricing. Some of the pond loop was completed in 2021- just finish it with the rest of this project.
4	Katherine Kearny	West Parking Lot fencing/Safety	2023	DOT Funding/Roadway Funds 80/20 split should be sought
5	Rotary Park	Improve Drainage Soccer fields	2023	If we do the parking lots and there will be site grading, it may be easy to add this work to the drainage to the bid and get better pricing you could ask for broken out bid tasks to give flexibility

2024 Parks/Open Space Funding

Priority Ranking	Park Location	Description	Year to budget	Notes
1	Comp Plan Update	5-year update from the 2019 plan	2024	This should be done in-house as so much of the previous plan remains incomplete. Lists should be updated, re-prioritized, and it could be done with less cost if updated internally. I don't believe this needs to be farmed out to a private consultant. Board members should be tapped to assist on the update of the plan. ADA review can be completed as a part of this update. Signs could be completed as part of this scope.
2	Katherine Kearny	West Parking Lot fencing/Safety	2024 (if not completed in 2023)	DOT Funding/Roadway Funds 80/20 split should be sought
3	All Parks	Drinking Fountains	2024	This is a relatively low cost, but high value undertaking- if included on the facility, rather than stand alone, can this be paid for by facilities?
4	Community Park	Playground Replacement/drainage improvement, remove/replace asphalt paths.	2024	If major civic campus upgrades are happening, this should happen WITH them. As THE park within the Civic campus it should be updated. It is my understanding that the play equipment here is very old and was re-used from elsewhere. This could potentially receive private funding and can receive impact fee funds.
5	All Parks	Online Rental System/Automated lock system	2024	Get an online system to sign up for rentals and pay fees. Get an automated and remotely controlled locking system.

2025-2030 Parks/Open Space Funding

Priority Ranking	Park Location	Description	Year to budget	Notes
1	All Parks	LED Lighting Conversion	2025	Look for Focus on Energy Credits, is it possible to get Facilities funding for some portion of this project- at least for the lights on and in the buildings? Would probably save staff time replacing bulbs.
2	River Barn	Playground Replacement/ River portal/ Prairie Planting	2025	
3	Garrison's Glen	Shoreline Restoration and foot bridge extension	2025	There may be AOC funding available, the foot bridge is relatively low-cost and should be included with the larger shoreline restoration.
4	Riverview Park	Playground Replacement /disc golf course	2026	
5	Villa Grove	Bathroom and Shelter	2027	
6	Lemke Park	Playground Upgrade/foot ball field/baseball field relocation, lighting upgrade	2028	Should also coordinate parking lot re-do with roadway and add the basket ball court work with the roadway funds—see the table below.
7	All Parks	Sport Field Lighting	2029	Any parks that have not had sport field lighting completed prior to 2029, should be planned for in 2029.
8	Rotary Park	Reuter Musical Playground Revamp	2030	This project pushed off to allow for ADA upgrades and inclusive playground in prior years.
9	Katherine Kearny	Perimeter fence	2030	Could be pushed up in years based on cost

5	Rotary Park	All Inclusive Playground/ ADA Building Updates (Bathrooms paths, etc.), parking lot reconfiguration	2028	This should be packaged as an ADA inclusive project and the playground and building add-ons should be done at the same time. Impact fees should support and private funding should be sought- the all inclusive playground should be fundraised to at least 80%
6	River View Park	Playground Replacement/Archery Range move	2027	

Roadway Program Dollars

Priority Ranking	Park Location	Description	Year to budget	Notes
1	Katherine Kearny	West Parking Lot fencing/Safety	2023	DOT Funding/Roadway Funds 80/20 split should be sought
2	Katherine Kearny	Park Repaving	2023	Roadway Funds, include with West Parking Lot Bid for better pricing
3	Villa Grove/ Riverview	Park Repaving & Parking Lot extension	2024	Roadway Funds should be used. Parking lot extension should be added if you're going to do one part, do it all for better pricing
4	River Barn	North parking Lot repaving	2024	Can you combine the basket ball courts with this?
5	Lemke	Parking Lot repaving/basketball court	2028?	Not sure when this is planned, but no movement should be made on Lemke until the plan is set for where the ball fields will be and the B-Ball courts should go simultaneously with the parking lot work.
6				
7				

EAB Program Dollars/Open Space Restoration

Priority Ranking	Park Location	Description	Year to budget	Notes
1	Katherine Kearny	Ash Removal and replanting	2023	MMSD Reforestation and Wetland Restoration funding available 100% of cost for tree purchase, you may ask for removal costs. Contact Nvogt@mmsd.com
2	Highland Woods	Forestry Mowing, Restoration Planting	2024	MMSD Reforestation and Wetland Restoration funding available 100% of cost for tree purchase, you may ask for removal costs. Contact Nvogt@mmsd.com
3	Grasslyn Nature Preserve	Forestry Mowing/Restoration Plantings	2025	Costs for wetland or tree plantings can be funded through MMSD. I would suggest taking this in larger swaths at a time. \$25K minimum cost needed to go into the RWR program.
4	Prinz Nature Preserve	Forestry mowing, Restoration Planting	2026	See comments above.
5				
6				
7				

This list likely has so many more open spaces that could be added and each year a new restoration project in each of the open spaces should be undertaken as long as funding is available.

Private Funding projects (If private funds not available, project should not be completed)

Priority Ranking	Park Location	Description	Year to budget	Notes
1	Settler's Park	Rotary River Walk Extension	2024	With the recently finished entry way- this project should be prioritized to be completed either now or when Civic campus upgrades are being planned.
2	Rotary Park	Memory Garden and signage	2025	Small cost, should be able to be raised easily by private funds.
3	Rotary Park	Dog Park	2025	Private funds to be raised or special fees to be charged—possibly an increase in the cost for dog licenses.
4	Community Park	Rennicke Field bleachers, fencing, lighting, batting cage upgrade	2026	Projects should be combined for a greater impact and more fundraising power.
5	All Parks	Wayfinding/Signage	2026	This could happen any year with simple graphics design experience and the files we have from the comp plan for parks that have maps. Signs to be printed on fade resistant PVC are less than \$300 each to print and parks staff could make the Kiosks to hold the signs.
6	River Barn	Pickle Ball or Tennis Courts	2027	
7	Rotary Park	Schmit Field Baseball fencing replacement and lighting	2028	



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: April 19, 2023
SUBJECT: Lemke Flyer

Attachments:
Lemke Donor Flyer (PDF)

Lemke Park Pavilion: Donation Opportunities

To learn more about the project, please visit our website, here:

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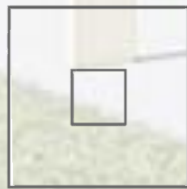
NAMING RIGHTS

The City of Mequon Park and Open Space Board invites any interested individual, company or organization to purchase the naming rights for the new pavilion. Information and details on the Park Naming Rights Policy is available on the website here:

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SPONSORSHIP



FOOTING

\$1,000+



FOUNDATION

\$5,000+

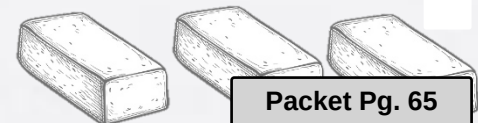


PILLAR

\$10,000+

Bricks Also Available:

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Packet Pg. 65



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Mequon, WI 53092-1930
Phone: 262-236-2918
Fax: 262-242-9655

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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: April 19, 2023
SUBJECT: Work Plan

Attachments:
April 2023 Work Plan(PDF)

**Park and Open Space
April 19, 2023 Work Plan**

Month	Agenda Topics
April	• Review and Approve: Prioritized CIP list + work on condensed list. • Arbor Day • Review and Approve- 1840 Beer Garden Special Event Agreement • Marketing and Funding Possibilities- One page pamphlet • Rails and Trails- Donation/Dedication Agreement • Fee Schedule-update
May	• Jewish Food Festival- Special Event Agreement Review • Donation/Dedication Agreement – Heat Baseball • Playground inventory- review and needs assessment. • 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
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	

Attachment: April 2023 Work Plan (8367 : April 2023 Work Plan)

Ongoing Park Projects:

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

