



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, May 17, 2023

6:30 PM

South Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. April 19th 2023 Minutes
- 3) Action Item
 - a. Jewish Food Festival 2023
 - b. Gathering on the Green 2023
- 4) Discussion Item
 - a. Parks Priority Top Final 2023
 - b. Friends Group POSB 2023
- 5) Work Plan
 - a. May Work Plan
- 6) Adjourn

Dated: May 17, 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 Park and Open Space Board

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: May 17, 2023
SUBJECT: Jewish Food Festival 2023

Background

On Sunday, August 6th and Monday, August 7th, the Peltz Center for Jewish Life has requested permission to hold its 5th annual Jewish Food Festival (Festival) in Rotary Park. Admission will be free. This year's Festival strives to continue to unite the greater Mequon area community by sharing culture and ethnic foods. The festival is designed to celebrate a combined mission and efforts in healing the world through acts of goodness.

The Center for Jewish Life is requesting use of Mequon's Rotary Park for their annual event. The organizers of the event are hopeful that the event becomes more of a community staple, like LionsFest and Gathering on the Green.

City staff again worked with organizers to amend the City's standard template agreement for the specifics of this event. Any deviations from the standard template Special Event Agreement are highlighted. The sections of the Agreement which are highlighted represent the changes to the original template.

Analysis

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

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

The applicant is again seeking permission to bring in kosher animals for petting zoo purposes, as well as temporary construction of the necessary fenced area to house the animals. The petting zoo animals proposed would consist of goats, chickens, and ducks. The animals will be in the park only during operational hours of the festival. The animals will be removed at the end of each of the two operating days. The renter will also be responsible for providing the necessary signage and sanitation stations required for petting zoos during the festival.

The template agreement also includes provisions to address the protection of park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

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

agreement.

Fiscal Impact

The basis for the 2023 fees (1.a) are as follows:

i. Rental Fee: The special event will include the use of Reuter Pavilion, but also restricts the City from renting Rotary Pavilion while the event is taking place, due to capacity issues during the two event days. Therefore, the daily cost for the rental is the daily cost for Reuter Pavilion (\$500/day) and Rotary Pavilion (\$225/day), for a total of \$725/day, per the City's Fee Schedule.

ii. Holding Tank Pumping: This is a pass-through cost. The City is charged \$260 per pumping, and that is billed through to the Renter per the Fee Schedule.

iv. Janitorial Supplies (toilet paper and garbage bags): The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.

v. Emergency Services: The Police Department and On Call Fire/EMS provided the hours required for the event.

Police Department: 14 hours of sworn officer presence to cover the event (\$102/hour). This will provide 1 officer during each of the two days of operation. As a note, the Peltz Center also provides additional private security during the event.

On Call Fire/EMS: The Fire Department will most likely use the City's on-duty paramedic, a new Battalion Chief and interns to staff the event. Since these personnel are already being paid there is technically no added cost to City operations.

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

vi. Security Deposit - Less Supplies Provided (1.a.iv)

The event will generate revenue for the park as well as another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event would be additional park personnel for morning and afternoon cleaning rounds.

Comparison of Event Fees

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

	Jewish Food Festival (Suggested fees for 2023)	Jewish Food Festival (Standard Fees from fee schedule)	Jewish Food Festival (Fees as charged in 2022)
Rental Fee	\$2,500	\$3,625	\$2,175
Holding Tank Pumping	\$520	\$520	\$520
Field Usage Fee	N/A	N/A	N/A
Janitorial Supplies	TBD	TBD	TBD
Emergency Services	N/A	N/A	N/A
Security Deposit*	\$1,000	\$1,000	\$1,000
TOTAL	\$4,020	\$5,145	\$3,695

*Less Supplies Provided

Recommendation

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

Attachments:

Special Event Agreement (Jewish Food Festival) -FINAL 2023 (PDF)

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Jewish Food Festival Amendment 2023

Articles of agreement made and entered into this 17 Day of May, 2023, by and between Center for Jewish Life, Inc, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to Rotary Park (hereinafter called the Park) for Jewish Food Festival (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is \$4,020. The Event Fee is comprised of the following costs:
 1. \$2,500 Rental Fee (5 days @ \$500/day)
 2. \$520 Holding Tank Pumping (2 @ \$260/each)
 3. Field Usage Fee (4 days @ \$80/day)
 4. TBD Janitorial Supplies (toilet paper and garbage bags)
 5. \$0 Emergency Services (14 hours Police @ \$102/hour)
 6. \$1,000 Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

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

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

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 6 portable toilets and 2 hand washing facilities to supplement the Park facilities. One toilet must be ADA.
- a. The City will determine whether temporary toilet facilities will be required.
 - b. Events over 250 attendees require portable toilets at a ratio of 2 toilets/500 attendees with at least 1 ADA unit.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 1- 30 yard dumpsters to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than the day prior to the Event and be removed from the park no later than the end of the day after the Event. Renter is responsible for removing or consolidating all garbage to the dumpster by the end of each operating day. Garbage bags left in the park overnight outside of the designated dumpster is not permissible.
14. Restoration. If any damage occurs to the Park as a result of the Event, or if any repairs or replacements need to be made to the Park as a result of the Event’s use thereof under this Agreement, Renter shall pay the City for any such damage, repairs or replacements upon demand from the City.
15. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event. Any additional power tether or manipulation of existing power boxes will not be permissible.
16. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event. Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.

17. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
19. Attendee conduct. Renter is responsible for attendee conduct.
20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

24. The City shall be required to:

25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By 2:00pm on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.

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

30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
31. Date of the Event.
 - a. Restrict the activities of the Event to Sunday August 6 and Monday August 7, of 2023. Preparation may occur starting no earlier than 8:00 am on Thursday, August 3 of the week prior to the Event. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
 - b. Clean up shall be complete no later than 2:00pm on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
 - c. It is anticipated that this Event will be recurring. Subject to the terms and conditions as

outlined in this Agreement, future dates reserved for the Event are August 15-20, of 2024, pending coordination with the Parks and Forestry Superintendent for other committed events. If the Renter has not committed to hold the Event annually by January 1 of the Event year, by signing another Rental Agreement, the City may in its discretion cancel the reservation.

32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 1,500 guests for each of the two days of the Event.
33. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from Friday, Saturday, Sunday, Monday, and Tuesday making it necessary to include preparation days in the Rental Fee.
34. Grounds Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up August 8, of 2023 shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.
35. Building Clean Up. Post event the Renter will be required to complete a complete cleanup of all surfaces in the event space, including but not limited to: walls, floors, windows, countertops, doorways, carpets, sinks, restroom facilities, and the surrounding concrete areas located outside the building. Once clean-up is complete a walk-thru with the Parks and Forestry Superintendent will be necessary, to approve cleanup.
36. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed no more than 30 days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding), grease removal from hard surfaces, and other issues not attributed to general Park use. The Renter is responsible for securing the necessary contractor to make any and all damage repairs within 30 days of the Event. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent.
37. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. Sunday from 12:00 pm to 7:00 pm.
 - ii. Monday from 12:00 pm to 7:00 pm.
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours.
 - c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - d. Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup. Event Hours shall be limited to between sunrise and sunset, unless otherwise indicated in this section.
38. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.

- c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.
 - d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather at the sole discretion of the Parks and Forestry Superintendent. All parking is subject to reparation of damage as outlined in this Agreement.
 - f. The Renter shall be required to administer a shuttle service for the Event. The Renter shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.
39. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
- a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
40. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
41. Noise. All sound must be kept at an acceptable level according to City ordinances.
42. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfing areas. It is the responsibility of the renter to locate utilities prior to tent installation.
43. Erection of Structures within Park. Section 54-21(1)(d) prohibits the erection of structures within the parks. This Agreement shall allow the temporary construction of a fence to enclose the petting zoo animals during the Event. This Agreement shall also allow the temporary construction of an event stage as outlined on the provided site plan, for use during the Event.
44. Domestic Animals. Section 54-25(3) prohibits domestic animals in undesignated park areas. This Agreement shall allow entry of Kosher animals (i.e. goats, chickens, ducks, chicks). Aside from ingress and egress, the animals shall be kept in an area enclosed with fencing for the entry duration of the Event. It shall be the sole responsibility of the Renter to provide adequate care and supervision for animals. Renter will provide sanitization stations and signs identifying station locations at the event. Note: animals will be removed from site at the end of each day of the event. Clean-up of the animal holding area is the sole responsibility of the renter.
45. Vendors. The Renter is responsible to ensure that all vendors have the appropriate City, Ozaukee County and state permits or licenses in place prior to the Event.
46. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
47. Inclement Weather. The Renter shall register the Event with the National Weather Service. The

Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have an emergency notification plan in place to notify attendees of inclement weather.

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

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

Moshe Luchins
Peltz Center for Jewish Life

Michael Gies, Parks and Forestry
Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



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Mequon, WI 53092-1930
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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: May 17, 2023
SUBJECT: Gathering on the Green 2023

Background

Gathering on the Green is again requesting use of Mequon's Rotary Park for their annual event. The event is a community staple and is currently the largest event held at Rotary Park.

In 2022, the Common Council approved a Special Event Agreement for Gathering on the Green for the specifics of this event. Gathering on the Green is again proposing adding additional days and amending the typical weekend to reserve for the event. Deviations from the previously approved Special Event Agreement are highlighted in blue and represent additional changes that are being requested for 2023 and future events.

A second event sponsored by Gathering on the Green has been requested to be held on Thursday, July 13. A benefit dinner for the Mequon Rails to Trails group will be held in the large tent already installed for GOG. GOG will accept all liability for the event and its participants and ensure the park is restored to its original form.

Analysis

The standard template agreement includes provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park. The template agreement also includes provisions to address the protection of park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur because of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

Fiscal Impact

The basis for the 2023 fees (1.a) and the breakdown of the 2022 fees are as follows:

	2022 Actual	2023 Recommended
Rental Fee	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)	\$5,800 (8 days x \$500 Reuter Pavilion + 8 days x \$225 Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160 per PD- Waived
Security Deposit	\$1,000	\$1,000
TOTAL	\$7,115	\$7,840

The event will generate rental revenue for the park and may provide another possible source for future donations. All other impacts to the park should be covered through the special event agreement. The only other cost associated with the event will be additional park personnel for morning and afternoon cleaning rounds.

In 2021, the Common Council eliminated the Emergency Services fee and approved the agreement only charging for the days of operation for each event instead of the total number of days the park is impacted by the event. The actual rental fee for Gathering on the Green in 2022 and now again in 2023, includes both rental fees for the days of operation, and the days associated with preparation and cleanup. In that manner, the rental fee recognizes that both the preparation/cleanup for the event and the event itself impacts the ability for the city to rent the park facilities.

After discussion, if the POSB, Committee of the Whole, or Common Council considers an amendment to the Event Fee, it could amend the agreement to revise the fee to one of the following:

	Eliminate Emergency Services Fee	7 Day Rental Fee Plus Emergency Services Fee
Rental Fee	\$5,800 (8 days x \$500 Reuter Pavilion + 8 days x \$225 Rotary Pavilion)	\$5,075 (7 days x \$500 Reuter Pavilion + 7 days x \$225 Rotary Pavilion)
Holding Tank Pumping	\$ 1,040 (4 pumping x \$260)	\$ 1,040 (4 pumping x \$260)
Janitorial Supplies	Actual Costs paid from Security Deposit refund	Actual Costs paid from Security Deposit refund
Emergency Services	Fee Waived	\$8,160
Security Deposit	\$1,000	\$1,000
TOTAL	\$7,840	\$15,275

Recommendation

Staff recommends that POSB review fees for the 2023 GOG event.

Staff continues to recommend the fees to be charged in accordance with the city's current fee schedule and template Special Event Agreement. In lieu of a policy, staff recommends the normal daily rental rates be adhered to. Accordingly, staff recommends the POSB, and Common Council approval of the amended Special Event Agreement with a total fee of \$6,840 plus a \$1,000 security deposit, to cover facility usage and other pass-through expenses.

Attachments:

GOG 5-11-23 POSB final Special Event amendment (PDF)

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this TBD day of TBD, 2023, by and between Gathering on the Green, Inc, hereinafter called the Renter, and the City of Mequon, a municipal corporation of Ozaukee County, Wisconsin, hereinafter called the City.

RECITALS

1. The Renter requests access to Rotary Park (hereinafter called the Park) for Gathering on the Green (hereinafter called the Event).
2. The Event qualifies as a Special Event, as defined in Chapter 54 of the City of Mequon Code of Ordinances.
3. The City's standard Rental Agreement and Fee does not sufficiently address the scale of the Event.
4. The City has identified certain responsibilities of the Renter necessary to use the Park for the Event.
5. Completed Agreement must be submitted no later than 60 days in advance of the Event.
6. **NOW, THEREFORE**, in consideration of these Recitals the mutual agreements, benefits and responsibilities outlined herein, the parties agree:
7. The Renter shall be required to:
8. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is \$7,840.00. The Event Fee is comprised of the following costs:
 1. \$5,800 Rental Fee (8 days @ \$725/day)
 2. \$1,040 Holding Tank Pumping (4 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. TBD Janitorial Supplies (toilet paper and garbage bags)
 5. N/A Emergency Services (0 hours Police @ \$102/hour)
 6. \$1,000 Security Deposit – Less Supplies Provided (1.a.iv)
 - b. An executed Special Events Agreement and one-half (1/2) of the Event Fee is required as a Deposit to secure the date of the event.
 - c. The balance of the fee is due no less than thirty (30) days prior to the Event.
9. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

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

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

10. Site Plan.

- a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
11. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter supplies 35 portable toilets and 7 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.
12. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than end of the day after the Event.
13. Dumpster. The Renter shall provide 2- 30 yard dumpsters to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than **three days** prior to the Event and be removed from the park no later than the end of the day the Monday after the Event. Dumpster location shall be approved prior to placement with the Parks and Forestry Superintendent.
14. Restoration. If any damage occurs to the park because of the Event, or if any repairs or replacements need to be made to the park because 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. The Renter is responsible for securing the necessary contractor to make any and all damage repairs within 30 days of the Event, unless otherwise approved by the Parks and Forestry Superintendent in writing. The method of repair shall be approved by the city, and the finished repair shall then be inspected and approved by the Parks and Forestry Superintendent.
15. Power. Rotary Park does not have sufficient service to support the power requirements for the Event. Therefore, the Renter is responsible for supplying generators or other means of acquiring sufficient service to support the power requirements for the Event.
16. Delivery and Storage. Limited storage is available upon request. Rental fees will be applied to any items stored within Park facilities which restrict the subsequent rental thereof or for any staff time required for deliveries beyond normal working hours. This also applies to items left post Event.

Note: It is not the responsibility of the City to ensure that pick-ups or deliveries are scheduled and executed.

17. Entry and Exit. Renter agrees that City staff may enter and exit premises during the course of the Event. A representative of the City may be checking periodically with the responsible parties to insure everything is operating correctly.
18. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
19. Attendee conduct. Renter is responsible for attendee conduct.
20. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited. Renter is responsible for posting necessary signage restricting use. If a vendor or attendee brings glass to the Event, Renter will also be responsible for any clean-up of glass at the conclusion of the Event.
21. Recycling. Under Chapter 66, Article II of the City ordinances, recycling of applicable materials is mandatory. The Renter shall provide both recycling containers and proper recycling of disposed materials generated by the Event.
22. Emergency Services.
 - a. Prior to execution of this Agreement, the Renter shall coordinate with the Mequon Police Chief and Fire Chief to determine if additional emergency services are required to secure the Event.
 - b. The City, at its sole discretion, may mandate that additional security personnel are assigned to the Event, which may involve additional fees over and above the Rental Fee.
23. Renter shall not advertise the Event until it has received an executed copy of this Agreement.
24. The City shall be required to:
25. Provide a clean facility. The Park will be in a clean condition prior to the Event. By noon on the day following the Event, the Renter is required to return the space to the same clean condition in which it was found. All rental equipment must be removed immediately following the Event.
26. Provide toilet paper and refuse container liners based upon the anticipated number of attendees. Cost of supplies will be based upon actual use. The cost of the supplies will be charged against the security deposit prior to release.
27. Document existing conditions. Prior to the Event, City staff shall document the existing conditions of the Park, including any existing damage or maintenance items. A copy of that documentation shall be provided to the Renter. This documentation shall serve as the baseline for restoration and repair requirements post-Event.
28. Provide maintenance. Maintenance items that effect the Event shall be addressed by the City no later than 24 hours prior to the event.
29. The Event shall adhere to the following terms and conditions:
30. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
31. Date of the Event.
 - a. Restrict the activities of the Event to **Thursday, July 13, Saturday, July 15, and Sunday, July 16**. Preparation may occur starting no earlier than 8:00 am on Sunday of the week prior to the Event. Preparation is permitted daily during normal park hours from the identified start date to the start of the Event. Daily preparations must be communicated and coordinated with the Parks and Forestry Superintendent.
 - b. Clean up shall be complete no later than noon on the day after the Event. Any additional

clean up required shall be defined and outlined in this Agreement.

- c. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the **second or** third week in July, pending coordination with the Parks and Forestry Superintendent for other committed events. **The renter must provide future dates by October 1 of the current year for approval prior to any public promotion.** If the Renter has not committed to hold the Event annually by October 1 of the Event year, by signing another Rental Agreement, the City may in its discretion cancel the reservation.
32. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 4,500 or less guests for each of the **two** days of the Event. **A third day, the fundraising event taking place on July 13, 2023 is estimated to have approximately 300 guests.**
33. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from **July 9 – July 13**, making it necessary to include preparation days in the Rental Fee.
34. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up **July 16 and July 17 of 2023**, shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.
35. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
36. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. Friday from 4:30 pm to 11:30 pm.
 - ii. Saturday from 4:30 pm to 11:30 pm.
 - iii. **Sunday from 10:30 am to 3:00 pm.**
 - b. Except for unusual and unforeseen emergencies, parks shall be open to the public every day of the year during designated hours. During the **three** operational days of the Event the Park will not be open to the public.
 - c. Approval for deliveries or other low noise operations associated with the event shall be approved by the Parks and Forestry Superintendent.
 - d. Daily Event Cleanup. Contractors and volunteers are permitted to remain up to two (2) hours after the Event for cleanup, **except for Sunday July 17 where cleanup may last up to 6 hours after the event.** The attendees will not be permitted to remain outside of the Event Hours.
37. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for

a least 100 feet from front and rear on any driveway or road area except legally established parking areas.

- d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - e. Exception to Mequon Ordinance Sec. 54-23(6) The Event shall be permitted limited parking outside of the designated areas. The requested parking outside of designated areas shall be included on the site plan submitted for the Event and is subject to the approval of the Parks and Forestry Superintendent. Off pavement parking may be eliminated due to inclement weather at the sole discretion of the Parks and Forestry Superintendent. All parking is subject to reparation of damage as outlined in this Agreement.
 - f. The Renter shall be required to administer a shuttle service for the Event. **In the event the off-pavement parking is eliminated, the Renter shall be responsible for securing sufficient off-site parking for all other attendees and coordinating for a shuttle service between the two locations, including providing parking and traffic control at the location of the offsite parking and location of the Event. This shall serve as a contingent, in the case that inclement weather or site conditions make it necessary for an alternative to on grass parking.**
38. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
 - a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
 39. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.
 40. Noise. All sound must be kept at an acceptable level according to City ordinances.
 41. Tents. Tents must be anchored by sandbags or other weights, when positioned over parking lot areas. It is not permitted to use stakes that penetrate the parking surface. Stakes may be used for tents within turfing areas. It is the responsibility of the renter to locate utilities prior to tent installation.
 42. 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.
 43. Fireworks and explosives. No person in a park shall bring or have in their possession or set off or otherwise cause to explode or discharge or burn any explosives or any fireworks.
 44. Inclement Weather. The Renter shall register the Event with the National Weather Service. The Renter, Park Staff and Mequon Police and Fire Departments shall all communicate prior to the Event, and specifically 24 hours prior to the Event, to discuss and address any concerns regarding pending inclement weather. Renter shall have an emergency notification plan in place to notify attendees of inclement weather.
 - a. Winter Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule the Event.
 - i. Cold Weather. Combination of wind and/or temperature that is 25 degrees below zero or colder (This information can be obtained from local weather channels, radio, or weather-related internet sites).
 - ii. Icy or Sleety Weather Conditions. When the National Weather Service has issued

- travel warnings.
- iii. Blizzard or Other Snow Fall Conditions.
 - 1. When the National Weather Service has issued local travel warnings.
 - 2. When visibility for road travel is severely limited.
 - b. Summer Weather Events. When the following weather conditions exist, the City may (at their discretion) cancel, postpone, or reschedule any indoor or outdoor department organized recreational activity. Efforts to consult with Event organizers on final decisions will be considered, with the City (at their discretion) making the final decision.
 - i. Extreme Heat / Humidity. When the National Weather Service has issued extreme heat / humidity warning. A warning will be issued if there is a heat index of at least 105°F but less than 115°F for a period of 3 hours or more per day or if nighttime low temperatures are above 80°F for 2 consecutive days.
 - ii. Lightning / Severe Thunderstorms. When the National Weather Service has issued a severe thunderstorm warning for the area.
 - iii. TORNADOS. When the National Weather Service has issued a tornado warning for the area.
45. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, health and human safety concerns, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
- a. Deposit is non-refundable.
 - b. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
46. 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.

Melissa Shneyder, Executive Director
Gathering on the Green

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: May 17, 2023
SUBJECT: Friends Group POSB 2023

Introduction

The 2019 Park and Open Space Plan recommended that a Friends of Mequon Parks group be formed to support Mequon Parks. A Friends Group is a nonprofit 501(c)(3) organization whose members have an interest in supporting a community's natural resources and volunteer their time, services, and support to enhance parks, forests, trails, and recreation areas. They provide direct support to individual properties within a park system. Cedarburg and Grafton are examples of two communities that have created Friends Groups to support their parks.

Analysis

Cedarburg

The Cedarburg Friends of Parks and Recreation formed in 2016 as a nonprofit and used the bylaws from the Cedarburg Library and the Cedarburg PTO. They have a leadership of 5 members, with one being an ex-officio member of the Parks Committee. One alderperson is a member, but not in a leadership role.

This group has been doing several smaller events over the past five years. Most of their support comes from fundraising, which they used to help fund a website and to apply for grants. They joined the Cedarburg Chamber of Commerce and found that to be a good way to network. Their focus is raising capital funds for projects that are hard to get funding for. Their 2020-2023 project is to provide matching funding for playgrounds, which sounds familiar to our situation.

Grafton

The Grafton Park Friends was established in 2022. Their board of seven members have been the driving force behind getting private and community support for a new pavilion at Veterans Park. They expect fundraising efforts for this project to be a priority for the group over the next three years.

Recommendation

Mequon Parks would benefit from the creation of Friends Group. This group could raise support for priority projects of the Park and Open Space Board, such as playground redevelopments.

Another opportunity would be to fund the replacement of worn-out assets, such as park benches, throughout the system to allow for capital funds to be used for larger projects. Finally, the Friends Group could serve as advocates for the system to fellow community members within Mequon.



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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: May 17, 2023
SUBJECT: May Work Plan

Park and Open Space

May 17, 2023, Work Plan Month	Agenda Topics
May	• Jewish Food Festival- Special Event Agreement Review • GOG review and approve - Amended Special Event Agreement • Top Five CIP list for 2023 - final list • Friends of Parks- Discussion/presentation?
June	• Budget Review: Preliminary review of 2024 budget request • Discussion: Annual Report • Donation/Dedication Agreement - Heat Baseball Rennieke Batting Cage • Playground inventory- review and needs assessment.
July	• No Meeting
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
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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 Rennieke Field?
- MNP/MMSD Land Acquisition

Work Item	Status	Action Items
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 Standard document for ownership, operation and maintenance of donated infrastructure Volunteer coordination Standard Park signage plan Park Rental Fee Schedule Rotary Pavilion Holding Tank	Complete Form subcommittee for handout, draft adopt a park format Draft Needed Updated for 2022 Complete	Approval by Board and Common Council Document/ in use Draft handout, Draft adopt a park format Draft policy language Comprehensive review for 2023

Ongoing Park Projects:

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