



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-2913
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry Superintendent

PARK AND OPEN SPACE BOARD

Thursday, May 27, 2021

6:30 PM

Virtual Meeting

ELECTRONIC MEETING NOTICE: Pursuant to the current recommendation of the CDC limiting the size of public gatherings and the various federal and state orders implementing that recommendation, and to help protect our community from the Coronavirus (COVID-19) pandemic, this meeting will be held virtually through the GoToMeeting platform with each member accessing the meeting remotely. Citizens may join the meeting online or by phone. Please go to <https://www.gotomeet.me/KristenLundeen/park-and-open-space> to join the meeting online or call into the meeting by dialing 1-866-899-4679 and enter access code 357-212-389.

WRITTEN PUBLIC COMMENTS: may be made in writing in advance of the meeting. Written comments should be directed to the Parks and Forestry Department at least 2 hours prior to the meeting by email at mgies@ci.mequon.wi.us addressed to the intended committee. Written public comment may also be deposited in the drop box at City Hall on 11333 N. Cedarburg Road, Mequon at least 2 hours prior to the meeting. Comments received timely will be forwarded to all members of the body for their consideration.

VERBAL PUBLIC COMMENTS: will be accepted only from members of the public who register in advance. Registration shall be made by sending an email to Parks and Forestry Superintendent Mike Gies at mgies@ci.mequon.wi.us or by leaving a message at 262-512-1297 no later than 2 hours prior to the meeting.

Reasonable accommodations will be made for those citizens who are unable to attend the meeting in the methods identified above upon at least two hours' notice. Notice can be given to the City Clerk's Office at 262-236-2914.

AGENDA

1) Call to Order, Roll Call

2) Action Item

Discussion and Action

- a. **RESOLUTION 3851** A Resolution Approving a Special Event Agreement for Goats as a Tool for Invasive Plant Control.

3) Adjourn

Dated: May 27, 2021

/s/ Patrick Marchese, 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.



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2945
Fax: 262-242-9655

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Park and Open Space Board
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: May 27, 2021
SUBJECT: RESOLUTION 3851 A Resolution Approving a Special Event Agreement for Goats as a Tool for Invasive Plant Control.

Background

The Mequon-Thiensville Sunrise Rotary Club is again proposing the use of goats as an option for invasive species control in a small section of Pukaite Woods. Last year, The Rotary Club was approved to administer a trial 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 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 initial 7 acres of the project in 2020 was a success, the woods would benefit from additional use of the goats to help deplete the invasive community in the woods. The area 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 10-14 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 a use of goats for invasive species control. The agreement specifies and permits use of goats only for invasive control during approved spring and fall applications. 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

Staff would recommend the Park & Open Space Board review and approve the proposed resolution and special event agreement. Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution.

Attachments:

City-2021 Permit Request (PDF)

Special Event Agreement (Goats) - 2021 recurring (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3851

A Resolution Approving a Special Event Agreement for Goats as a Tool for Invasive Plant Control.

- A. The City of Mequon created a template Special Event Agreement for use in the parks.
- B. Amendments to the template agreement language require a recommendation by the Park & Open Space Board and approval by the Common Council.
- C. The Mequon-Thiensville Sunrise Rotary Club has requested permission to operate a Goats as a Tool for Invasive Species Removal event, which requires exceptions to Chapter 54, which are allowed with a revision to the template agreement.
- D. An amended version of the template agreement is attached to this resolution, as a consideration to permit this event.

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

- 1. The Special Event Agreement for Mequon-Thiensville Rotary Club to use Goats as a Tool for Invasive Species Removal in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney and renewal of the same on an annual basis.
- 2. The Parks and Forestry Superintendent is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: May 27, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 27, 2021.

Caroline Fochs, City Clerk



Mequon-Thiensville Sunrise Rotary

P. O. Box 251
Mequon Wisconsin 53092

Date: May 2, 2021

TO: Mequon Parks & Open Space Board

FROM: M-T Sunrise Rotary
Environmental Committee

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

As previously reported, the initial 2020 demonstration was very successful in weakening invasive species plants. Leaf-out on buckthorn and honeysuckle this 2021 spring season is considerably reduced from last year's leaf-out to the extent that we expect the goat crew to need only about half the number of days to strip the plants this time around. We intend to return the goats this year to the same sections of woodland addressed in 2020.

The Goat Crew will, again, be transported to other private property locations throughout the summer, between periods at Pukaite Woods, to demonstrate to large property owners the value of using goats as a tool for controlling large infestations of invasive plant species without chemicals.

Ozaukee Washington Land Trust professional staff will again manage the project, and has contracted with the goats' owner to provide a smaller herd to the Woods for this second year. Volunteers will provide daily monitoring help to assure the health and well-being of the goats and maintenance of the electric fencing.

The goats will be returned to the same sections within Pukaite Woods approximately 6 to 7 weeks after the first browsing period, after the plants have leafed out again. The second browsing will weaken the plants even more, diminishing the plants' nutrition before they go dormant for winter. In subsequent years, goats could be brought back to graze for shorter periods, *if needed*. Following this second season, invasive woody plants should be reduced significantly to a point where other management methods may be effective within the demonstration sections, and allow Rotary to plant more tree seedlings or allow for natural reproduction of native species to restore the biological balance of the woodland.

Given the success of using goats on large sections needing invasive plant control, Rotary and Ozaukee Washington Land Trust may request recurring permits to concentrate goat management on additional sections of woodland in Rotary Park.

2021 Project Tasks:

- ... Install temporary signage in the Park, alerting visitors to the presence of goats, and restriction on dogs in the woods
- ... Install electric fencing around targeted sections of woodland to keep goats in, wildlife out of the grazing areas
- ... Transport 30 goats to the woodland, and herd them to targeted locations
- ... Monitor goats daily for 10 to 15 days during the first of two grazing periods, in June; and 7 to 10 days in August
- ... In subsequent years, monitor invasives regrowth within Project Area for long-term control
(i.e. reintroduce goats or other management methods as needed)
- ... Plant native trees/seeds to occupy growing space and minimize invasive species regrowth

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

Articles of agreement made and entered into this 27th day of May, 2021, 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 80 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
 Agency
 Approved as to Form:

 Michael Gies, Parks and Forestry Superintendent
 City of Mequon

 Brian C. Sajdak
 Mequon City Attorney