



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, June 19, 2024

6:30 PM

South Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. May 15, 2024, Minutes
- 3) Action Item
 - a. Rotary Shed MTLL Baseball Dedication Agreement MOU 2024
 - b. Gathering on the Green 2024 Special Event Agreement
 - c. Jewish Food Festival 2024 Special Event Agreement
- 4) Discussion Item
 - a. MSA Update
- 5) Adjourn

Dated: June 19, 2024

/s/ Jason Cain, Chair

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

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

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



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Office of Parks and Operations

PARK AND OPEN SPACE BOARD

Wednesday, May 15, 2024

6:30 PM

South Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Jason Cain
Vice Chair Breanne Plier
Alderman Peter Bratt
Alternate Alderman Gregg Bach
Board Member Harlan Balkansky
Board Member Steven Kulick
Board Member James Lysaught
Board Member Anton Usowski
Board Member David Wolfson
Board Member Gerald Vite -- **Excused**

Donges Bay Girl Scout Troop 1407, Morgan Shapio, MSA Lead Planner and Resident Jen Wirth (12517 N. Emily Lane)

2) Approval of Meeting Minutes

a. April 17, 2024, Minutes

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

MOVED BY: Board Member Lysaught

SECONDED BY: Board Member Balkansky

AYES: Cain, Plier, Bratt, Bach, Balkansky, Kulick, Lysaught, Usowski,
Wolfson

NOT PRESENT: Vite

Attachment: 5-15-24 (9461 : May 15, 2024 Minutes)

3) Discussion Item

a. Girl Scout Butterfly Garden Donation Presentation

Girl Scout Troop 1407 gave a brief presentation to the board.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Board Member Balkansky
SECONDED BY: Board Member Plier

AYES:	Cain, Plier, Bratt, Bach, Balkansky, Kulick, Lysaught, Usowski, Wolfson	
NOT PRESENT:		Vite

b. DRAFT Mequon POSB 2024 General Resident Survey

Discussion ensued on posting a survey QR code in the parks, bike trail, social media and send to the user groups of the parks.

The board reviewed the draft questions and discussed which needed to be restructured, deleted or added to the survey.

4) Adjourn

a. Motion to Adjourn at 7:51 PM

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

AYES:	Cain, Plier, Bratt, Balkansky, Kulick, Lysaught, Usowski, Wolfson	
DEEMED NO:	Vite	
NOT PRESENT:		Bach

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 5-15-24 (9461 : May 15, 2024 Minutes)

April 23, 2024

Mike Gies
Parks and Forestry Superintendent
City of Mequon
11333 N. Cedarburg Road
Mequon, WI 53092

Re: Rotary Park Baseball Storage Shed

Approval Packet

Dear Mike:

Mequon Thiensville Little League/Mequon Heat hopes to replace the existing storage shed on the north side of the park and is looking to obtain City Council approval.

The existing shed is located north of the Reuter Pavilion, at the edge of the Pukaite Woods and next to the batting cages. It was built more than 20 years ago and has fallen into disrepair. We are proposing to remove the shed and replace it with a new shed slightly east of the existing building.

We propose to build the shed on a concrete floor with a garage door entry on the south side, and a man door entry on the east side. The building would be constructed identically to the shed at River Barn Park (size and materials), which was built in 2017. Those materials include fiber cement exterior siding and trim with an asphalt shingle roof. The overhead door and man door would each be steel.

It is the goal of the group to construct the shed, then remove the existing shed. Any damage to the grass area south of the proposed shed will be repaired.

The anticipated costs for these improvements are approximately \$6,000 for the concrete and finishing and \$4,000 for the building. Running power to the building for interior outlets and a light, as well as an exterior light are desired, and are expected to cost \$2,500. The total anticipated cost for the project is \$12,500.

Should the Council approve this request in May, we still hope to have this work executed during the summer of 2024.

Attached to this letter is an aerial photograph showing the work area, as well as the proposed dedication agreement. I believe this fulfills the required information, but please let me know if you need anything else.

Sincerely,

Jack Blume-MTLL/Mequon Heat

Rotary Park
Storage Shed
Site Location
4/23/24

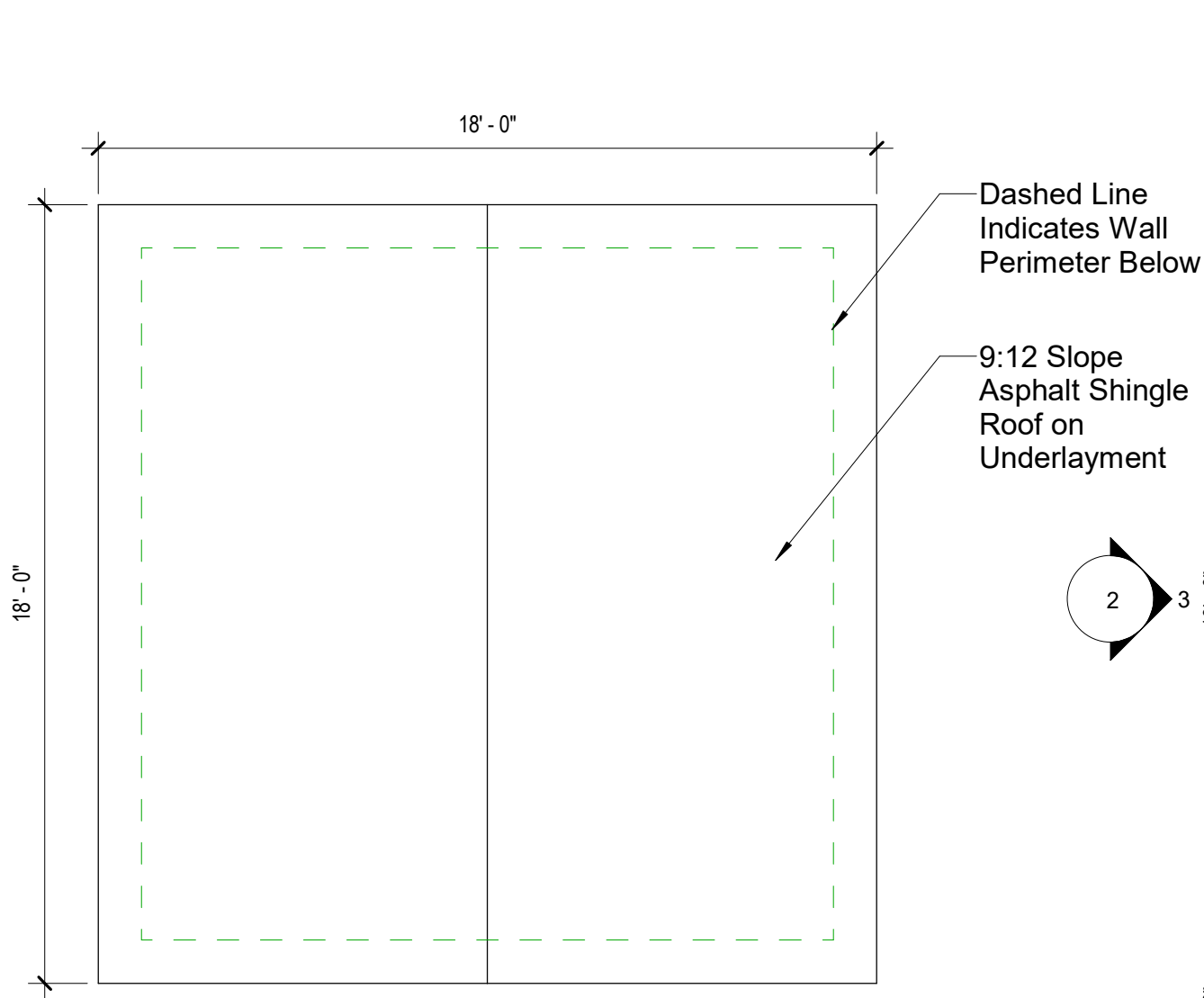
Attachment: 24_0423 Site Placement (9463 : Rotary Shed MTLT Baseball Dedication Agreement MOU2024)



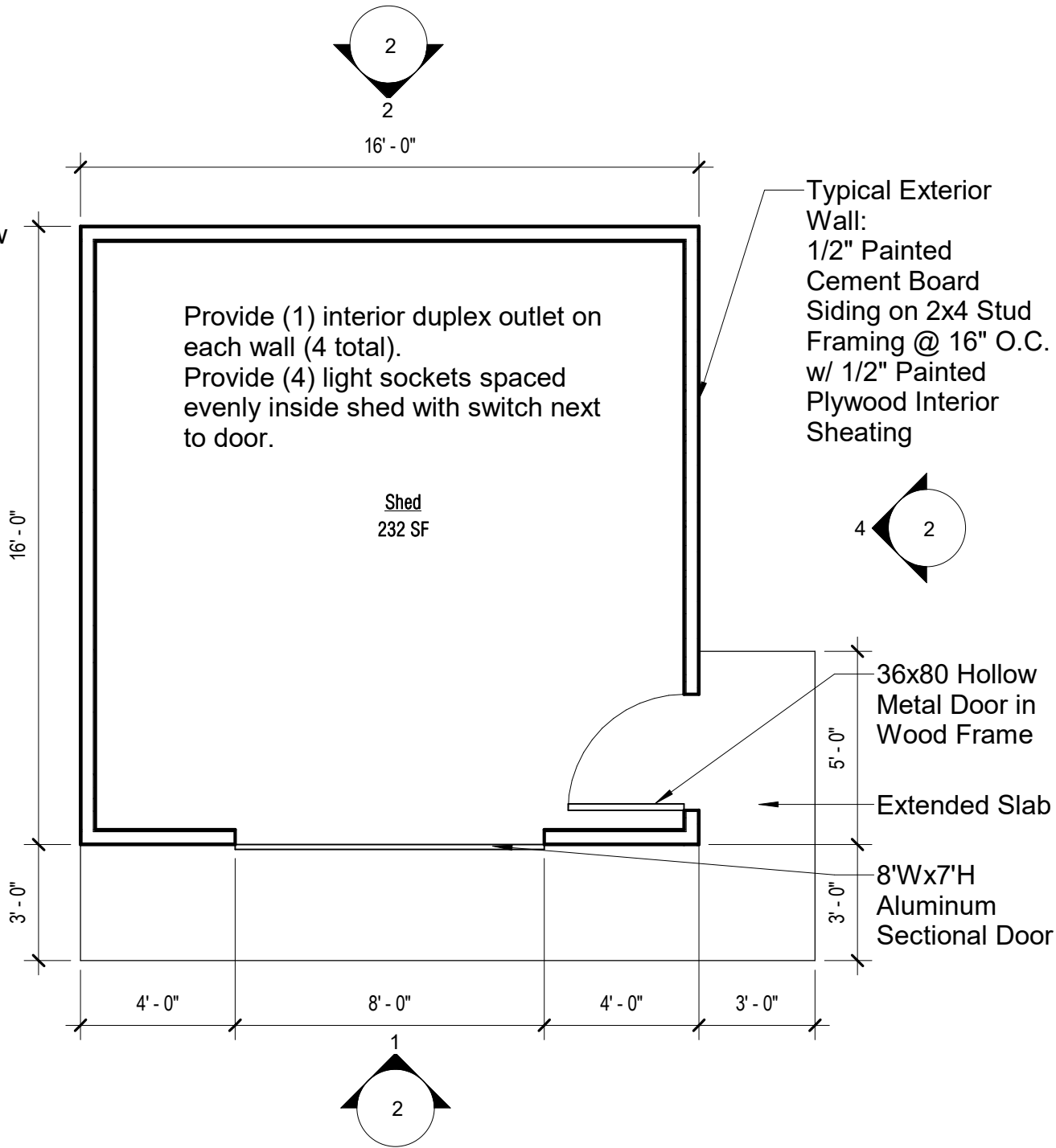
Kyus soccer practice



THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ANY DAMAGE, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY REUSE OF THE DRAWINGS AND DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.



2 Roof Plan
1/4" = 1'-0"



1 Floor Plan
1/4" = 1'-0"

1/4" = 1'-0"

Sheet Name
Plans



Project:
Rotary Park Ballfields

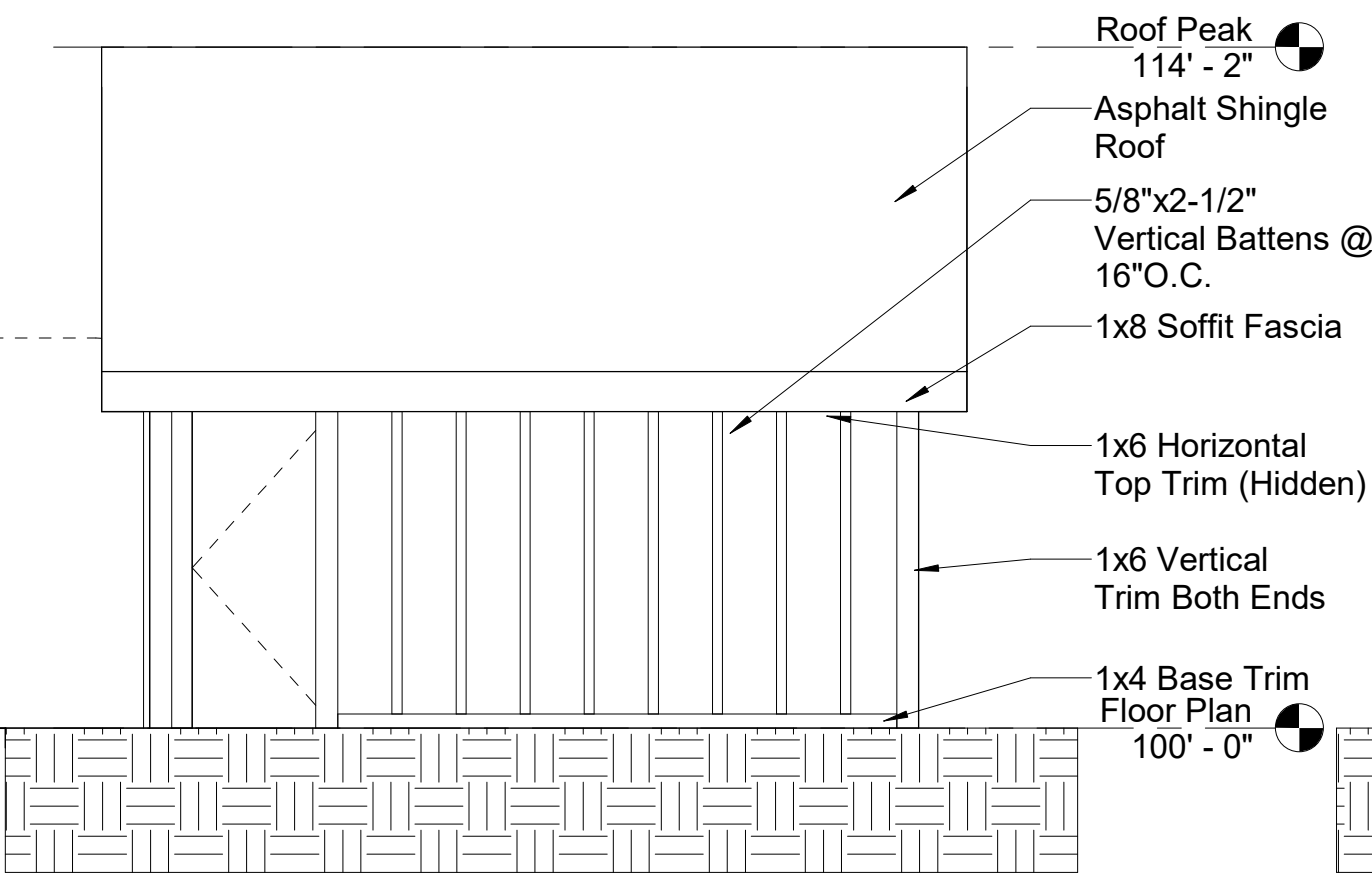
Location:
Enter address here

Date:
4/19/24

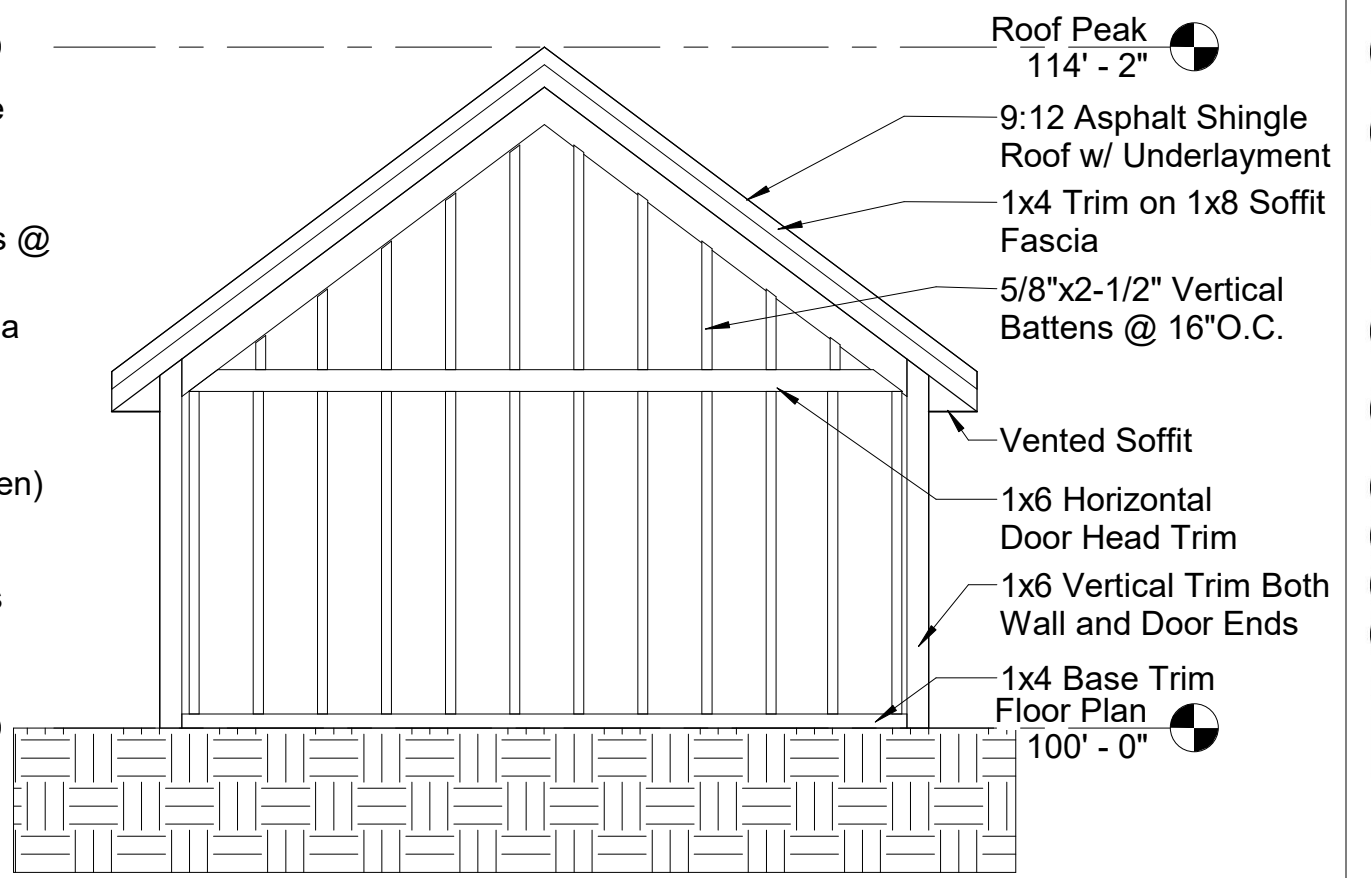
Project No.:
000000.00

Sheet No.:

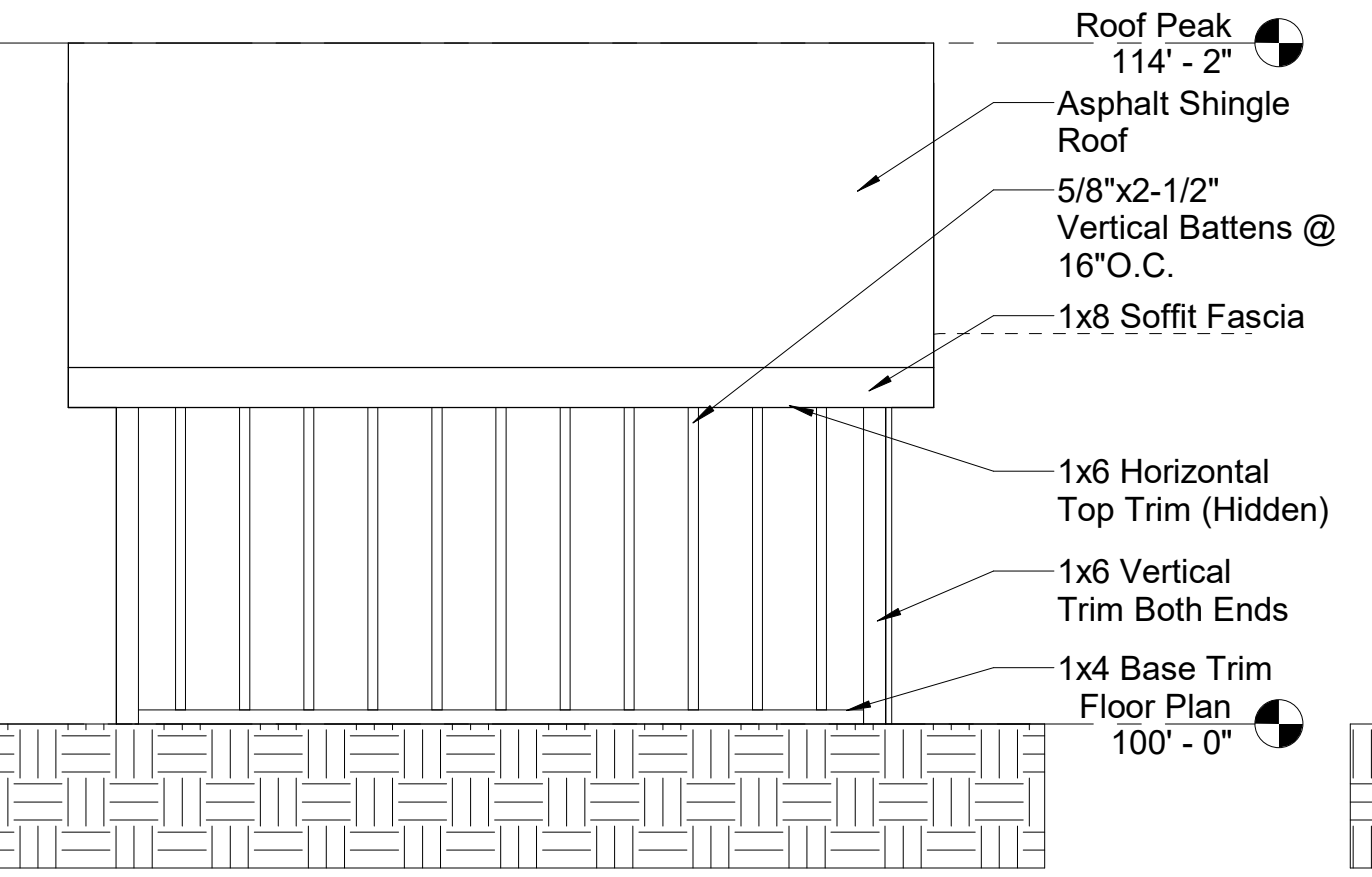
THE CLIENT AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ANY DAMAGE, LIABILITY, OR COST, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE ARISING FROM ANY CHANGES OR ALTERATIONS MADE BY ANYONE OTHER THAN THE ARCHITECT, OR FROM ANY REUSE OF THE DRAWINGS AND DATA WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARCHITECT.



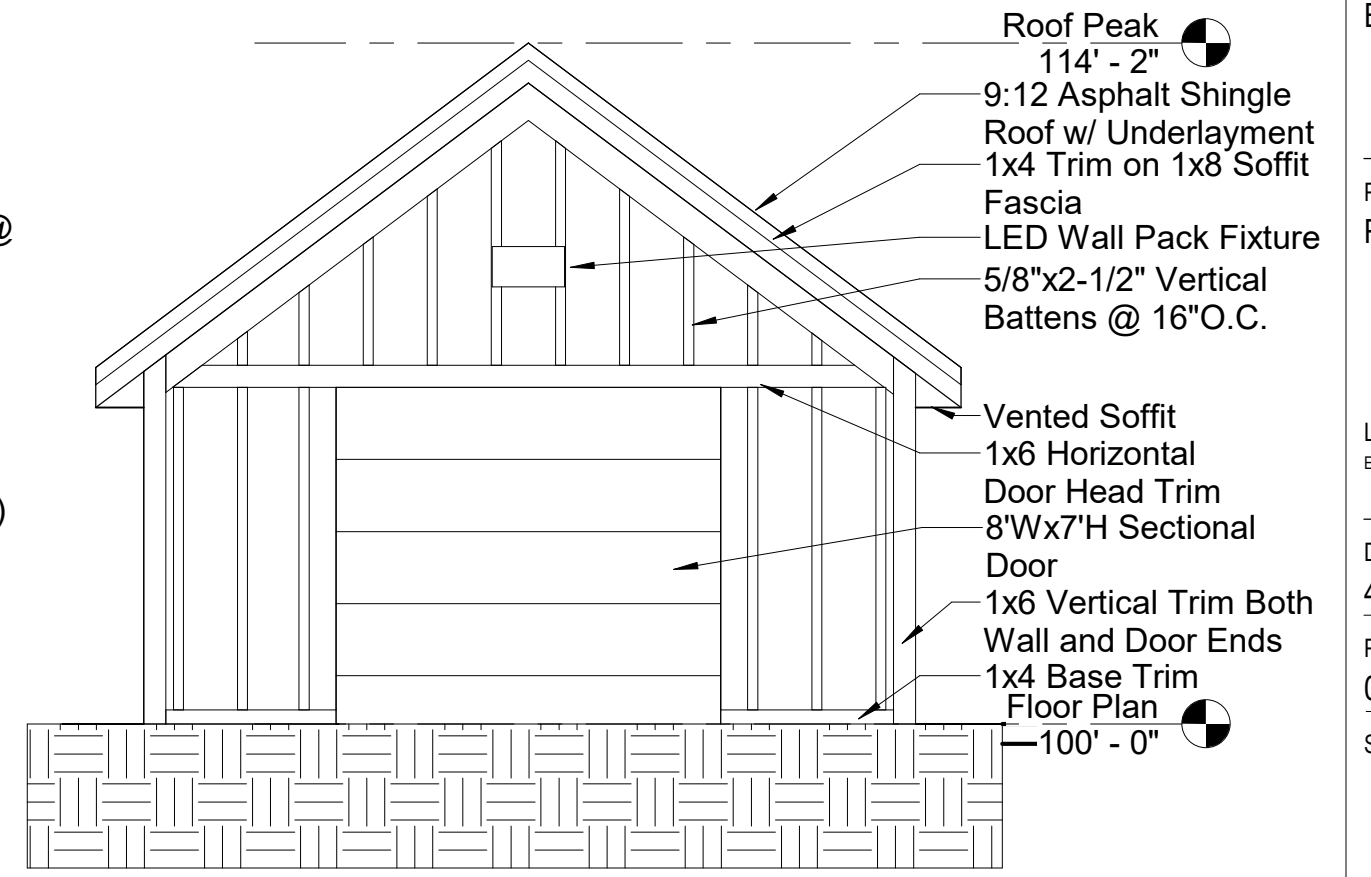
4 East Elevation
1/4" = 1'-0"



2 North Elevation
1/4" = 1'-0"



3 West Elevation
1/4" = 1'-0"



1 South Elevation
1/4" = 1'-0"

Note: cement siding and battens to be James Hardie color Khaki Brown; trim to be Cobble Stone

3.a.c

zimmerman

ARCHITECTURAL STUDIOS

2122 West Mt. Vernon Avenue | Milwaukee, WI 53233 | zastudios.com
TELEPHONE 1 414 1 476 . 950 358

1/4" = 1'-0"

Sheet Name
Exterior Elevations

Project:
Rotary Park Ballfields

Location:
Enter address here

Date:
4/19/24

Project No.:
000000.00

Sheet No.:

2

Packet Pg. 7

Attachment: 24_0423 Rotary Drawing Set (9463 : Rotary Shed MTLT Baseball Dedication Agreement MOU2024)

DEVELOPMENT and DEDICATION AGREEMENT FOR A REPLACEMENT STORAGE SHED AT ROTARY PARK

THIS DEVELOPMENT and DEDICATION AGREEMENT ("Agreement"), made as of the 23rd day of May 2023, by and between Mequon-Thiensville Little League/Mequon Heat (MTLL) ("MTLL") and the City of Mequon, Wisconsin ("CITY") (referred to individually, each of the foregoing is a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Rotary Park is part of the CITY's park system and are under the jurisdiction of the CITY and the Mequon Park and Open Space Board; and

WHEREAS, the CITY's Comprehensive Park, Recreation & Open Space Plan ("Park Plan") identifies recreational facilities and active and passive parks as critical components enhancing the quality of life within the City of Mequon; and

WHEREAS, the Park Plan identifies Rotary Park as a community park with a list of specifically prioritized park improvements; and

WHEREAS, sport-specific park improvements are not among the highest priorities for Rotary Park within the Park Plan; and

WHEREAS, MTLL utilizes Rotary Park; and

WHEREAS, MTLL has indicated a need for storage shed replacement to improve the needs of the organization (the "Project"); and

WHEREAS, MTLL proposes to replace the existing 8'x8' shed, at its sole cost of construction; and

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

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

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

WHEREAS, MTLL has raised funds sufficient to pay for the design and construction of the Project that it intends to construct on CITY property and then turn the Project over to the CITY by way of dedication; and

WHEREAS, the CITY has reviewed and approved the plans and renderings for the Project and agrees that the Project would be an asset to the CITY and the residents of the CITY, but needs

to make sure that the Project will be completed in a timely and workmanlike manner without the expenditure of any CITY money;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I OBLIGATIONS OF THE PARTIES

1. MTLL shall construct, at its sole cost and expense, the Project within Rotary Park in accordance with the Approved Plans for the Project, which is attached hereto and incorporated herein by reference as Exhibit A.
2. The Project will be managed by MTLL under the oversight of the CITY.
3. After the Project is fully completed (as determined by the CITY) MTLL shall dedicate the Project to the CITY, and the CITY shall accept dedication of the Project.
4. After the Project is dedicated to the CITY, the CITY shall take over all responsibility for the use and maintenance of the Project. However, the City will consider subsequent contributions from MTLL, both monetary and in-kind, of the ongoing maintenance requirements for the Project.
5. CITY will provide reasonable access to MTLL at Rotary Park for the construction of the Project.
6. Recommendation from the Park and Open Space Board constitutes review of architecture as required by the City of Mequon Code of Ordinances.
7. Recommendation by the Park and Open Space Board, Finance-Personnel Committee and approval of the Common Council does not constitute the right to construct. Proper permits must be obtained through the City Inspections Division.
8. MTLL shall be responsible for ensuring that all needed utilities are provided to the Property. MTLL shall be solely responsible for marking all underground utilities prior to the Project and shall be responsible for any damage that may occur as part of the construction.
9. Any easement that may be required for the installation of private utilities requires Common Council approval.
10. CITY agrees to pay the ongoing utility costs associated with the Project after acceptance of the dedication.
11. MTLL 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.

12. Should CITY renovate Rotary Park to the extent that the shed is impacted, MTLL is not owed repayment or damages for donated infrastructure.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of CITY. The CITY makes the following representations and warranties:

(1) CITY is a municipal corporation of the State of Wisconsin and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) CITY makes no representation or warranty, either express or implied, as to the Property, or its condition or the soil conditions thereon, or that the Property shall be suitable for MTLL's purposes or needs.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the CITY is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) The private development of the Project is consistent with the public purposes, plans and objectives of the CITY.

Section 2.2 Representations and Warranties of MTLL. MTLL makes the following representations and warranties:

(1) MTLL 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.

(2) MTLL will cause the Project to be constructed in accordance with the terms of this Agreement, the Plans and Specifications and all local, state and federal laws, ordinances, approvals, licenses, and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws, ordinances and regulations), except for minor changes to the Plans and Specifications approved in writing by CITY staff which will not have a material adverse effect on the Project.

(3) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in the breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which MTLL is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(4) Insurance. MTLL 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. MTLL further understands and agrees that any builders risk coverage is its responsibility.

(5) Indemnification. Except as caused, in whole or in part, by negligence or wrongful act or omission of the CITY, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of MTLL or its contractors, subcontractors or materialmen in their performance of this Agreement or from MTLL's failure to comply with any of the provisions of this Agreement or of law, MTLL 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 MTLL promptly, in writing, notice of the alleged loss, damage or injury.

(6) The Project shall at all times be subject to CITY inspection and approval, and the CITY shall not be required to accept conveyance of the Project unless it has been constructed in a good workmanlike manner, in accordance with the approved plans. Following approval by the CITY of the completed Project, the Project shall be dedicated and conveyed to the CITY, at no cost or expense to the CITY. MTLL shall provide to the CITY, from the general contractor constructing the Project, a one-year warranty against defects in construction, materials and workmanship, from the date of conveyance to the CITY, in a customary form reasonably acceptable to the CITY.

(7) MTLL acknowledges and agrees that it is not entitled to any just compensation for the donation of the improvements to CITY and that this donation is a material inducement for CITY to permit the construction of such improvements upon CITY-owned real property.

(8) MTLL acknowledges and agrees that CITY will ultimately own and operate the improvements associated with the Project and has the right to provide use of the improvements to other entities, subject to CITY approval.

ARTICLE III DEFAULT AND REMEDIES

The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder.

(a) Any representation or warranty made by MTLL or the CITY in this Agreement, or any document or financial statement delivered by MTLL 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), MTLL 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 MTLL 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.

MTLL shall pay all costs and expenses, including attorney's fees and costs, associated with the enforcement of the CITY's rights against MTLL under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving MTLL. Any and all such fees, costs and expenses incurred by the CITY which are to be paid by MTLL, shall be paid by MTLL to the CITY within 90 days following delivery of invoices documenting the costs.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.1 Execution in Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 4.2 Construction. The Parties acknowledge and represent that this Agreement has been the subject of negotiation by all Parties and that all Parties together shall be construed to be the drafter hereof and this Agreement shall not be construed against any Party individually as drafter.

Section 4.3 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture or partnership relationship, or a principal/agent relationship.

Section 4.4 Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Agreement and the making of the grants hereunder. This Agreement shall be binding upon the Parties, their respective successors and assigns.

Section 4.5 No Waiver. The failure of any Party to require strict performance of any provision of this Agreement will not constitute a waiver of the provision or of any other of that Party's rights under this Agreement. Rights and obligations under this Agreement may only be waived or modified in writing. A writing waiving a right must be signed by the Party waiving the right. If an obligation of a Party is being waived or released, the writing must be signed by the affected Parties. Waiver of one right, or release of one obligation, will not constitute a waiver or release of any other right or obligation of any Party. Waivers and releases shall affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other Party that did not sign the waiver or release.

Section 4.6 Severability of Provisions. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.

Section 4.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Ozaukee County.

Section 4.8 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any Party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of MTLL is addressed to or delivered personally to:

Steven Wirth
12517 N. Emily 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 MTLL, 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

Mequon-Thiensville Little League/Mequon
Heat, LLC

Dated: _____

BY: _____

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Gathering on the Green

Articles of agreement made and entered into this 19th day of June, 2024, 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 \$6195.00. The Event Fee is comprised of the following costs:
 1. \$4,675 Rental Fee (8 days @ \$725/day)
 2. \$520 Holding Tank Pumping (2 @ \$260/each)
 3. _____ Field Usage Fee (4 days @ \$80/day)
 4. TBD Janitorial Supplies (toilet paper and garbage bags)
 5. 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 30 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 1- 30 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 **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 **Saturday, July 13, and Sunday, July 14**. 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 4,000 or less 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 **July 7 – July 15**, 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 15 and July 16 of 2024**, 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. Saturday from 4:30 pm to 11:30 pm.
 - ii. **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 14 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 turfed 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.

GOG Representative
Gathering on the Green

Michael Gies, Parks and Forestry Superintendent
City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

Jewish Food Festival Amendment 2024

Articles of agreement made and entered into this 19 Day of June , 2024, 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 (6 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 18 and Monday August 19, of 2024. Preparation may occur starting no earlier than 8:00 am on Thursday, August 15 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_____, 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 20, of 2024 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 turfed 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 Sleetly 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

 MSA Memo

To: Mequon Parks and Open Space Board
From: Morgan Shapiro, POSP Lead Planner
Subject: June 19th Parks and Open Space Board Meeting – POSP Update
Date: June 3, 2024

MSA will be attending your June 19th meeting to provide an update on Mequon's Parks and Open Space Plan. At the meeting we intend to review the following items:

1. **Updated Goals and Objectives.** Attached you will find an updated draft of the POSP Goals and Objectives for comment and review at the upcoming POSB meeting.
2. **Next Steps.** MSA will attend the September 18th POSB Meeting.

Attachment: MEMO Goals and Objectives (9462 : MSA Update)

3 June 2024

1.3 Goals and Objectives

The following section identifies goals and objectives to guide the future development and expansion of parks and recreational facilities in Mequon. Park System goals and objectives are based on the three purposes of the Park and Open Space System: To promote and provide active and passive recreational activities; land and water preservation and restoration; and environmental education for the City's residents.

Goal 1: Maintain the City's Park System to at least the current level of service.

- **Objective 1:** Maintain existing park equipment to ensure longevity and safety.
- **Objective 2:** Fund the replacement of old and deteriorating equipment in all City parks to ensure the health, safety, and welfare of visitors.
- **Objective 3:** Ensure that support components including trash receptacles, picnic tables, and drinking fountains are installed and maintained in all neighborhood and community parks.
- **Objective 4:** Perform routine park maintenance including trash collection, mowing, and general repairs.

Goal 2: Provide a sufficient amount of active and passive parkland and amenities to meet current and future recreational needs of all residents regardless of age, gender, or ability.

- **Objective 1:** Conduct periodic reviews of amenities, programs, and services to analyze their benefit to the community. Recommend new amenities as identified and decommission unused or low-use existing amenities to ensure the park system is best-serving Mequon.
- **Objective 2:** Utilize Master Plans where able prior to improvement and/or development of any public park to assure the best use of existing resources.
- **Objective 3:** Provide barrier-free access in all new park facility construction and play areas.
- **Objective 4:** Continue to comply with the Americans with Disabilities Act as it applies to communication with the public.

Goal 3: Use all available resources to further enhance the quality of the City park system.

- **Objective 1:** Update the Park and Open Space Plan (POSP) every five years as a guide to establish yearly park budgets and maintain eligibility for grant funding.

3 June 2024

- **Objective 2:** Continually pursue state and federal funding for park and recreation development and land acquisition.
- **Objective 3:** Pursue the development of revenue generating recreational facilities and activities, which can aid in the development of new facilities and/or the maintenance of existing facilities.

Goal 4: Promote water recreation throughout the community.

- **Objective 1:** Encourage water recreation along the Milwaukee River through the promotion and maintenance of canoe launches, boat ramps and fishing piers.
- **Objective 2:** Improve the visibility of water based recreational opportunities and support community events that support water activity.

Goal 5: Recognize the importance of an adequate park budget, which can financially address existing park hazards and allow for future parkland acquisition and facility development.

- **Objective 1:** Use the POSP as a guide for establishing annual park budgets and funding.
- **Objective 2:** Invest funds for the development of facilities that will maximize existing parks and recreation areas.
- **Objective 3:** Consider pursuing a re-organization of public works maintenance so that all park buildings are classified as park maintenance instead of building maintenance.

Goal 6: Promote awareness of Mequon Parks and provide adequate, accessible, and up-to-date information.

- **Objective 1:** Continually update and improve the Mequon Park website to ensure up-to-date information.

River Barn Park

CONCEPT PLAN

City of Mequon, Wisconsin

June 2024

LEGEND

Proposed Amenities

- 1** Native Plantings
- 2** Looped Walking Trail
- 3** Pickleball Courts (6)
- 4** Improve Connections to River
- 5** Connecting Sidewalks
- 6** Expand Parking Lot
- Looped Walking Trail

Existing Amenities

- 1** Sports Field Space
- 2** Bleachers
- 3** Parking Lot
- 4** Park Shelter (Indoor)
- 5** Playground
- 6** Picnic Area
- 7** Ball Fields with Dugouts
- 8** Batting Cages (2)
- 9** Storage Building

SCALE

0 50'100' 200'



Katherine Kearney Carpenter Park

CONCEPT PLAN

City of Mequon, Wisconsin

June 2024

LEGEND

- 1** Proposed Earthen Berm
- 2** Remove West Parking Lot
- 3** Looped Walking Trail
- 4** Expansion of Parking Lot
- 5** Shelter (20' x 20')
- 6** Small Dog Area (.2 Acres)
- 7** Large Dog Area (11.3 Acres)
- 8** Looped Walking Trail
- Small Dog Area (.2 Acres)
- Large Dog Area (11.3 Acres)
- ◇◇◇◇** Existing Fence

SCALE

0 36' 72' 144'



MEQUON PARKS DEPARTMENT NEEDS YOUR SUPPORT!

2024 MEQUON PARKS & OPEN SPACE PLAN SURVEY

SCAN HERE



OR VISIT: [Surveymonkey.com/r/ MequonPOSP](https://www.surveymonkey.com/r/MequonPOSP)

HELP SUPPORT THE FUTURE OF
MEQUON PARKS, AND TELL YOUR
FAMILY AND FRIENDS!

