



Virtual Meeting
Mequon, WI 53092
Phone: 262-236-8145
Fax: 262-242-9655

www.ci.mequon.wi.us

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, January 12, 2021

6:45 PM

Virtual Meeting

Agenda

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/public-works-commission> to join the meeting online or call into the meeting by dialing 1-877-568-4106 and enter access code 713-854-821.

WRITTEN PUBLIC COMMENTS may be made in writing in advance of the meeting. Written comments should be directed to the Public Works Department at least 2 hours prior to the meeting by email at klundeen@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 Director of Public Works/City Engineer, Kristen Lundeen at klundeen@ci.mequon.wi.us or by leaving a message at 262-236-2938 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) Approval of Minutes
 - a. December 8, 2020 Minutes
- 3) Resolutions

Action requested: review and recommend approval

- a. **RESOLUTION 3798** A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021
- b. **RESOLUTION 3797** A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of \$58,795

4) Discussion Items

- a. 2020 Work Plan (1.12.21)

5) Adjourn

Dated: January 12, 2021

/s/ Brian Parrish, 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 Public Works Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.



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Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, December 8, 2020

6:45 PM

Virtual Meeting

Minutes

1) Call to Order, Roll Call

Chair Parrish called the meeting to order at 6:45 PM.

Present:

Chair Brian Parrish
Alderman Jeffrey Hansher
Alderman Mark Gierl

Also present were Director of Public Works/City Engineer Lundeen, Deputy Director of Public Works Weyker, and Administrative Assistant Deuster.

2) Approval of Minutes

a. November 10, 2020 Minutes

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Hansher

SECONDED BY: Alderman Gierl

AYES: Parrish, Hansher, Gierl

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 3789** A Resolution Disallowing a Claim in the Amount of \$40,192 from Charter Communications for Damage to Fiber Optic Facilities within the Wauwatosa Road Right-of-Way in June 2020

RESULT: **Approved [Unanimous]**

MOVED BY: Alderman Parrish

SECONDED BY: Alderman Hansher

AYES: Parrish, Hansher, Gierl

4) Discussion Items

a. 2020 Road Improvements Contract Summary

Alderman Hansher inquired on the status of Hawthorne Road and its condition heading into the winter months.

Director of Public Works/City Engineer Lundeen stated when the emergency repairs were done, staff knew it would need a little attention. Structurally at this point the road seems sound. This item will return at a future meeting for action.

b. 2020 Work Plan (12.8.20)

Director of Public Works/City Engineer Lundeen provided an update to the 2020-2021 Work Plan.

5) Motion to Adjourn at 6:51 PM.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Gierl
SECONDED BY: Alderman Parrish

AYES: Parrish, Hansher, Gierl

Respectfully Submitted,

Casey Deuster
Administrative Assistant



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

www.ci.mequon.wi.us

Office of Parks and Forestry

TO: Public Works Committee
FROM: Mike Gies, Parks and Forestry Superintendent
DATE: December 16, 2020
SUBJECT: RESOLUTION 3798 A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to Host LionsFest at Rotary Park Between June 10-13, 2021

Background

The Thiensville-Mequon Lion's Club is requesting use of Mequon's Rotary Park for their annual Lion's Festival (Lion'sFest). The event is a community staple and has previously been held at Thiensville's Village Park. In response to more regular use of the parks for large events, the Park & Open Space Board (POSB) recommended approval of a template Special Event Agreement that will be administered for all large events that are held in City parks. The Special Event Agreement allows for specific requests that would not normally be permitted by policy or ordinance to be permitted only for the duration of the event. The template agreement also specifies the requests are approved by the POSB, Public Works Committee and Common Council. A template Special Event Agreement was approved by the Common Council on March 10, 2020.

Lion's Festival is unique in that addition to music and food vendors that are typically provided at other special events, it also includes amusement rides. City staff has worked with the Lion's Club to amend the City's standard template agreement for the specifics of this event. Any deviations from the standard template Special Event Agreement are highlighted. The sections of the Agreement which are highlighted in yellow were presented to the Park & Open Space Board and approved 7-1. The sections highlighted in green are the amendments as a result of further coordination with Lion's Club and others.

Analysis

The standard template agreement addresses the provisions for inclement weather, cancellation if there is a public health emergency, the cost of rental and outlines the terms for the use of the park. While COVID-19 impacted the rental of parks facilities in 2020, should the Common Council consider a similar policy for 2021, Section 16 addresses the potential for cancellation. The template agreement also includes provisions to address the protection of the park facilities, including the ability of the Parks and Forestry Superintendent to modify park usage in inclement weather. Should damage occur as a result of the event, the organizer is required to repair the damage at its own cost. The template agreement also covers the requirement for liability insurance by the renter and any vendors, the terms of which were reviewed by the City's insurance carrier.

The Park and Open Space Board (POSB) reviewed the Special Event Agreement and

recommended approval. During the discussion they outlined the following concerns:

1. **Hours of Operation** - The hours of operation listed in the Special Event Agreement apply to the overall Event. The POSB expressed concern about the noise associated with the band and amusement rides. If the Public Works Committee or Common Council choose, it could amend Section 7.a. to further restrict the hours. For example:
 - v. The band or music vendors shall not operate past 11:30 p.m. and the amusement rides shall not operate past 10:00 p.m.
2. **Parking** - The Lion's Club will be using onsite parking and offsite parking. Staff added a provision requiring a shuttle service between the two locations.
3. **Overnight Accommodations** - The POSB expressed concerns about allowing amusement personnel to remain in the park overnight. Christman Carnival is requesting permission for employees of the carnival to stay on site in 10-12 RV campers during the duration of the event. The entire carnival accounts for 50 employees that need to be housed. The proposed location of the campers would be in the Rotary Pavilion parking lot. Christman is also seeking 200 amps of electrical service from Rotary Pavilion for the campers.

While the agreement currently provides the language permitting overnight accommodations, if the Public Works Committee or Common Council decide not to permit overnight accommodations, the final paragraph before the signature block in the agreement may be deleted.

Since the POSB meeting, additional correspondence with other City Departments, the Lion's Club and board members led to further revisions of the document. Those revisions are highlighted in green and include a requirement for shuttle service for attendees and the cost for Emergency Services. Lion's Club has also requested consideration of:

- Section 12 to allow penetration of the asphalt in exchange for a pavement repair after the event. If the Public Works Committee or Common Council choose, it could amend Section 12 to read:
 12. Tents and/or Amusement Rides. Fasteners that penetrate the asphalt surface are permitted. After the Event, the Parks and Forestry Superintendent will identify areas of the parking lot which must be repaired. Asphalt repairs shall consist of sawcutting and removing the damaged areas and replacing with compacted hot mix asphalt.

Fiscal Impact

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

- i. **Rental Fee:** The special event will include the use of Reuter Pavilion, but also restricts the City from renting Rotary Pavilion while the event is taking place, due to capacity issues. Therefore, the daily cost for the rental is the daily cost for Reuter Pavilion (\$500/day) and

Rotary Pavilion (\$225/day), for a total of \$725/day, per the City's Fee Schedule.

- ii. Holding Tank Pumping: This is a pass-through cost. The City is charged \$270 per pumping, and that is billed through to the Renter per the Fee Schedule.
- iii. Field Usage Fee: The Event includes a softball tournament, therefore a field fee of \$80/day per the Fee Schedule.
- iv. Janitorial Supplies (toilet paper and garbage bags): The supplies will be charged based upon actual use and the costs will be deducted from the security deposit prior to release.
- v. Emergency Services: The Police Department and On Call Fire/EMS provided the hours required for the event.

Police Department: 92 hours of sworn officer presence to cover the event (\$102/hour). This will provide 2 officers during the daytime hours and 4 officers at night (Friday and Saturday night).

On Call Fire/EMS: The Fire Department will most likely use the City's on-duty paramedic, a new Battalion Chief and interns to staff the event. Since these personnel are already being paid there is technically no added cost to City operations. Chief Bialk has spoken with the Fire Chief from Thiensville and historically there has been very little or no need for Fire or EMS services at this event.

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

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

Recommendation

On December 16, 2020, the Park & Open Space Board approved the Special Event Agreement by a 7-1 vote. City Staff recommends that the Public Works Committee and Common Council review the terms, consider amendments as appropriate, and approve the resolution authorizing the Special Event Agreement for the Lion's Club to host Lion's Fest at Rotary Park between the dates of June 10-13, 2021.

Attachments:

Special Event Agreement (Lionsfest) - CC (PDF)

Lions Fest Memo - PD (PDF)

LIONFEST OVERVIEW - Update (PDF)

LIONFEST LAYOUT DETAIL 12-15-2020 (PDF)

Lionfest layout 12-15-2020 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3798

A Resolution Approving a Special Event Agreement for the Thiensville-Mequon Lions Club to
Host LionsFest at Rotary Park Between June 10-13, 2021

- 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 Lion's Club has requested permission to operate its annual Lion's Festival event at Mequon's Rotary Park, 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 the 2021 Lion's Festival to be held at Rotary Park in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
- 2. The City Forester is authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

Caroline Fochs, City Clerk

CITY OF MEQUON
SPECIAL EVENTS AGREEMENT

LIONFEST

Articles of agreement made and entered into this _____ day of _____, 2021, by and between **Thiensville-Mequon Lions Club**, 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 **Lionfest** (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.

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

The Renter shall be required to:

1. Event Fee.
 - a. Based upon time of year, number of attendees and duration of the event, the Event Fee for the Event is **\$16,299**. The Event Fee is comprised of the following costs:
 - i. **\$5,075** Rental Fee (7 days @ \$725/day)
 - ii. **\$520** Holding Tank Pumping (2 @ \$260/each)
 - iii. **\$320** Field Usage Fee (4 days @ \$80/day)
 - iv. **TBD** Janitorial Supplies (toilet paper and garbage bags)
 - v. **\$9,384** Emergency Services (**92 hours Police @ \$102/hour**)
 - vi. **\$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.
2. Liability Insurance.
 - a. A copy of the Event Liability Insurance is due no less than thirty (30) days prior to the Event.
 - b. Any outside vendors must also provide a copy of Liability Insurance no less than ten (10) days prior to the Event.
 - c. If alcohol is served at the Event, the policy must include Liquor Liability coverage. This coverage should protect the Renter and the City against any alcohol-related accidents, as the Renter is ultimately liable for the safety of the guests.
 - d. The certificate of liability insurance or certificate of coverage must meet the following guidelines:
 - i. The certificate must name the City of Mequon as Additional Insured.
 - ii. The certificate must include the name and mailing address of the insured.

- iii. The certificate must name the Event for which the certificate is requested and specify date of that Event (This information should be included in the “description of operations/locations/...” section of the certificate).
 - iv. The certificate must provide coverage under general liability, excess liability or a combination thereof totaling \$1,000,000. This coverage should be on a per occurrence basis.
 - v. Evidence of premium payment must be attached to the certificate.
- e. This certificate should be forwarded to:
 - City of Mequon
 - Attn: Parks Department
 - 11333 North Cedarburg Road
 - Mequon, WI 53092-1930
- 3. Site Plan.
 - a. The Renter shall provide a site plan for the Event.
 - b. Site map shall specify the location, perimeter, route, and the locations of required facilities/amenities/services.
 - c. Site map shall include all proposed signage and fencing for approval by the Parks and Forestry Superintendent prior to installation.
- 4. Portable Toilet and Hand Washing Facilities. For events where the number of attendees exceed the capacity of the Park bathroom facilities, the Renter shall supply 16 portable toilets and 3 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.
- 5. The portable toilets shall arrive no earlier than two days prior to the Event and be removed from the Park no later than noon the day after the Event.
- 6. Dumpster. The Renter shall provide a 20 yard dumpster to collect all of the refuse generated by the Event. The Renter shall directly contract with the vendor to provide the dumpster. The dumpster shall arrive no earlier than the day prior to the Event and be removed from the Park no later than noon the day after the Event.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. Lost and Found. The City takes no responsibility for personal effects and possessions left on premises during or after any Event.
- 12. Attendee conduct. Renter is responsible for attendee conduct.
- 13. No glass containers. For the safety of Event attendees and future public Park users, glass containers are prohibited.
- 14. 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.

15. 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.

16. Renter shall not advertise the Event until it has received an executed copy of this Agreement.

The City shall be required to:

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

The Event shall adhere to the following terms and conditions:

1. Follow the requirements of Chapter 54 of the City of Mequon Code of Ordinances, unless an exception is otherwise provided within this document.
2. Date of the Event.
 - a. Restrict the activities of the Event to Thursday, June 10th, Friday June 11th, Saturday, June 12th and Sunday, June 13th, 2021.
 - b. Preparation may occur starting no earlier than 8:00 am on Monday, June 7, 2021. 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.
 - c. Clean up shall be complete no later than noon on the day after the Event. Any additional clean up required shall be defined and outlined in this Agreement.
 - d. It is anticipated that this Event will be recurring. Subject to the terms and conditions as outlined in this Agreement, future dates reserved for the Event are the weekend of the second Saturday in June, pending coordination with the Parks and Forestry Superintendent for other committed events.
3. Number of Attendees. The Renter estimates that the daily attendance for the Event will be 5,000- 10,000 guests for the four days of the Event.
4. Preparation. To the extent that preparation, including but not limited to deliveries, material and equipment storage, Event setup and general readying consume the Park facility and restrict its subsequent rental, from June 7 – June 9, 2021 making it necessary to include preparation days in the Rental Fee.
5. Clean Up. To the extent that clean up, including but not limited to the removal of material and equipment, including portable toilets and dumpsters consume the Park facility and restrict its subsequent rental, the clean-up June 14, 2021 shall be included in the Rental Fee. All property remaining on the premises beyond the end of the Agreement will be charged at the daily rental rate.

6. Restoration. After the Event, the City will complete a walk-through of the Park prior to releasing the security deposit. Any repairs or damage identified by City staff shall be addressed immediately, or no less than three days after the Event. Restoration can and may include repairs to parking lot and building facilities, repair of turf damage (either with sod or seeding) and other issues not attributed to general Park use.
7. Hours.
 - a. Duration of the Event. Not including preparation and cleanup, the Event shall occur on:
 - i. Thursday, June 10th from 5:00 pm to 9:00 pm.
 - ii. Friday, June 11th from 5:00 pm to 12:00 am.
 - iii. Saturday, June 12th from 12:00 pm to 12:00 am.
 - iv. Sunday, June 13th from 10:00 am to 6:00 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. The public will not be permitted to remain outside of the Event Hours.
8. Parking Restrictions (Mequon Ordinance Sec. 54-23(6)). No person in a park shall:
 - a. Designated areas. Park a vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present.
 - b. Roads and driveways. Park on a road or driveway in violation of posted regulations of the board. No stopping or parking is permitted even briefly on the left-hand side of any road or driveway.
 - c. Night parking. Leave a vehicle standing or parked at night without lights clearly visible for a least 100 feet from front and rear on any driveway or road area except legally established parking areas.
 - d. Double-parking. Double-park any vehicle on any road or parkway unless directed by a park official.
 - 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. 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. Per the Site Plan, 115 parking stalls are available at Rotary Park for attendees. 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.
9. Alcoholic beverages. Use and sale of alcoholic beverages regulated.
 - a. Any person wishing to sell fermented malt beverages or wine coolers may do so only in designated areas, and then only with the permission of the Park and Open Space Board and by obtaining a temporary class B/class B retailers license from the City Clerk.
 - b. Renter may not serve alcohol to minors on the premises at any time.
 - c. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner.
10. No Smoking Facilities. There is no smoking permitted in any Park facility/building. The Renter shall be responsible for making the requirement clear to Event attendees and enforcing the policy at the Event.

11. Noise. All sound must be kept at an acceptable level according to City ordinances.
 - a. Tents and/or Amusement Rides. Tents must be anchored by sandbags or other weights. Fasteners that penetrate the asphalt surface are not permitted.
12. 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. This includes an Amusement License per Section 14-84 of the City of Mequon Code of Ordinances.
13. 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.
14. 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 a 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.
 - 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.
15. Cancellation. The City has the sole discretion to cancel the Event if concerns regarding the health and safety of Event attendees cannot be properly addressed. Examples of cause of cancellation include installation of unsafe equipment or amusement rides, improper licensing of vending, inclement weather that would affect safety of persons or Park infrastructure and failure to meet the terms of this Agreement.
 - a. Deposit is non-refundable. No refunds of the Event Fee will be refunded or issued within thirty (30) days of the Event.
16. 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.

The Event is requesting exceptions to the requirements of Chapter 54 of the City of Mequon Code of Ordinances. Specifically, Section 54-24(5). The Amusement Contractor designated by the Renter is permitted to occupy the Park outside of Event hours of operation. The Amusement Contractor shall be restricted to the use of the RV campers for overnight accommodations. The number and location of the RV campers shall be included on the site plan and is subject to the review and approval of the Parks and Forestry Superintendent. It is anticipated that the Amusement Contractor will house 50 employees in 10-12 RV campers. The Amusement Contractor must provide liability insurance in addition to that required by the Renter for the Event. The Amusement Contractor must also provide a listing of employees and their dates of birth to the Police Department a minimum of 10 days prior to the Event.

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

Name, Title
Superintendent
Agency

Michael Gies, Parks and Forestry

City of Mequon

Approved as to Form:

Brian C. Sajdak
Mequon City Attorney



"The mission of the Mequon Police Department is to provide a safe environment through professional, efficient, and effective police services."

POLICE DEPARTMENT

Patrick T. Pryor
Chief of Police

MEMORANDUM

To: Kristen Lundeen, Director of Public Works/City Engineer

Date: January 5, 2021

From: Patrick Pryor, Police Chief

Subject: Lions Fest at Rotary Park

The Mequon Police Department contacted the Thiensville Police Department to provide the department with the history and background of this event for police interactions. Thiensville PD provided the following information; 2019 No arrests were made, 2018 - 1 disorderly conduct arrest and 1 drug arrest, and in 2017 - 1 disorderly conduct arrest was made.

The entire Thiensville Police Department (7 Sworn Officers) basically works the event. They also use their Special Reserve Officer volunteers for extra presence. The department adopts a lenient philosophy of arrest, assisting people with leaving the event rather than making an arrest. They contact/arrange rides for people if they are leaving and are intoxicated.

The Mequon Police Department Captains have discussed the event and advised the department would need about 92 hours of sworn officer presence to cover the event. This would provide 2 officers dedicated to the event during the daytime hours and 4 officers dedicated to the event at night (Friday and Saturday nights).

The department would still maintain its regular shift assignments during the times of the event and these officers would act as backup if needed during the event or to respond to complaints in the area outside of the event. The department also has a call-in process that can be implemented to supplement officers if the need arises.

The Police Department would also recommend the Lions Fest organizers use the same or similar parking service that Gathering on the Green uses. Since GOG has hired this service, there have been no parking issues and parking has been handled very well.

The Department also plans to utilize our Police Auxiliary Officer volunteers to assist with presence on the grounds and will investigate the process of having the Ozaukee Emergency government command post setup at the park for the duration of the event.

The Department would like information on the employees who would be staying in the park overnight and what type of backgrounds are done on these employees or would the Police Department need to complete backgrounds on those employees. If the Police Department would be required to complete these backgrounds the department would require full names and dates of birth for those employees in order to conduct proper background information.

LIONFEST OVERVIEW

Lionfest Dates:

LF runs Thursday through Sunday on the weekend of the 2nd Saturday in June. These dates are determined by the schedule of our Carnival operator (Christman amusements).

The Christman carnival fleet and crew arrive on the Monday prior to the fest, and move out on the Monday morning following. Tents are also set up on the Monday prior, and setup activity by the Christman carnival crew and Lion club members is ongoing throughout the 8 day period.

Future Lionfest Dates;

2021 June 10-13, 2022 June 9-12, 2023 June 8-11, 2024 June 6-9, 2025 June 12-15 (15th is Father's day and potentially conflicts with Bigler tournament)

Christman carnival details:

Christman amusements bring approximately 14 rides, 8 of which need to be set up on solid, well-drained ground, most preferably pavement. Additionally, Christman brings 3 food concessions and 14 Midway type games which are run by independent operators who travel with Christman. The entire operation includes approximately 50 employees who live in RV/mobile homes & trailers (approximately 10-12 total vehicles). The Christman crew works long days during setup days and during the festival. As such, it is crucial that their living quarters be in close proximity to the festival operation.

Christman brings a large generator for power for all concessions during the festival itself. However, the mobile homes require a potable water supply, plus a minimum of 150 amps on-line electrical power during the 8 day period.

Christman provides a certificate of insurance covering liability.

TM Lions club concessions and activities:

The Lions club operates all food and beverage concessions, bands & entertainment, and car show. This includes the procurement of all permits and licenses for food, beverages and bingo as well as certificates of insurance.

Lion club members and volunteers provide all staffing for these concessions and for parking, signage, security, fencing, trash pickup and collection, etc.

Typically, we also have 5-10 outside vendors who do not compete with Lions or Carnival concessions.

We contract with outside suppliers for tents, toilets, ice food and beverage requirements, dumpsters, etc.

Tents are set up for entertainment, bingo, and food & beverage serving. Tent placement needs to be on well-drained ground, most preferably pavement.

Electrical service requirements for all Lions club activities (bands, lighting, nescos, refrigerated trailers, etc. is approximately 500 amps.

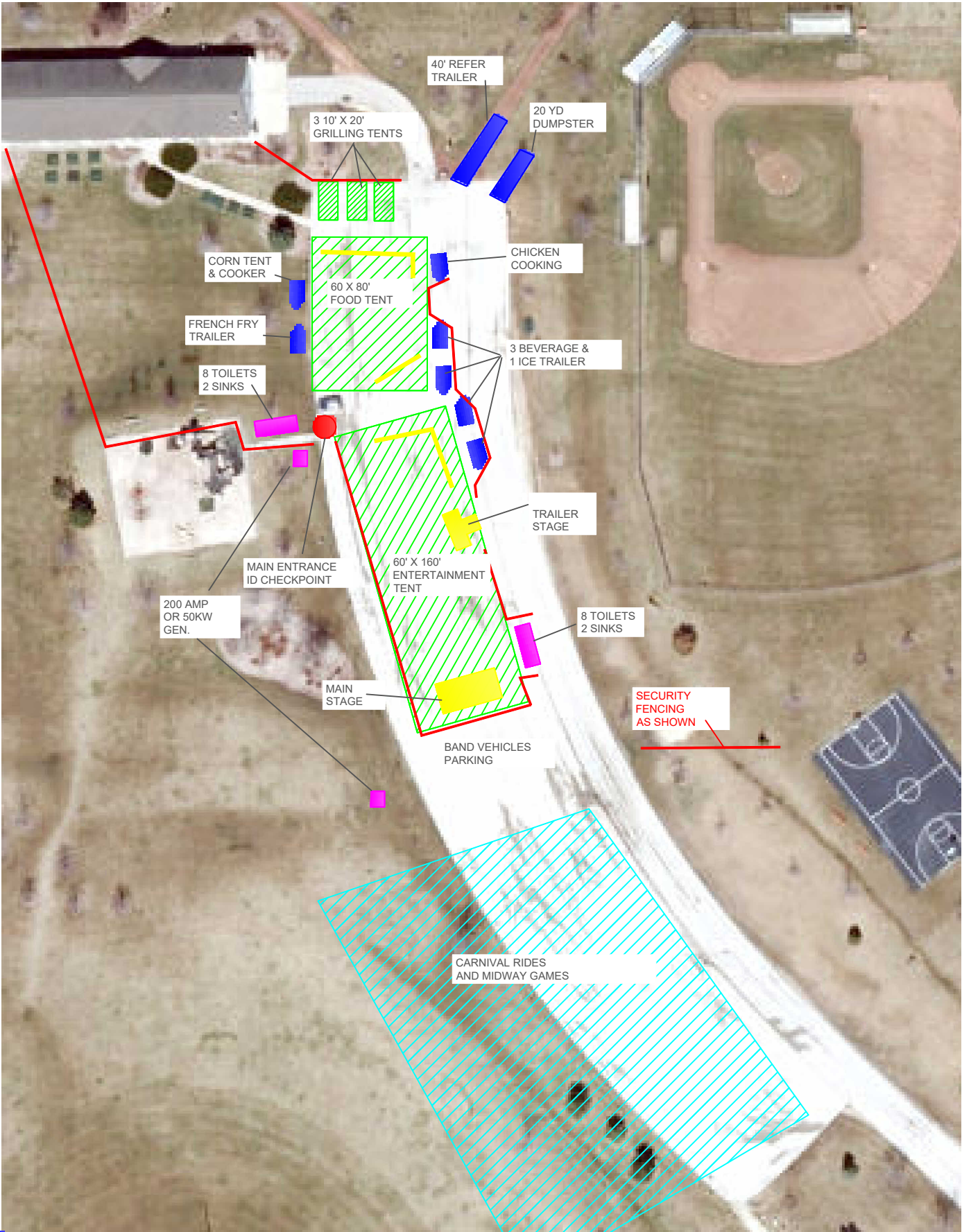
Detailed schedule, Hours of operation, and Attendance

LF open hours are as follows: Thursday 5PM-9PM, Friday 5PM-12AM, Saturday 12PM-12AM, Sunday 9AM-6PM. Estimated attendance is 5000-10,000 for the weekend depending on weather. The maximum attendance period is Saturday from 5PM-9PM when attendance could approach 3,000 with parking requirements for 1000 vehicles. Thursday is promoted as family night with only the carnival in operation and all activity ends by 10PM. On Friday and Saturday, (with the exception of the entertainment tent), all Lion concessions (food, bingo, chicken fry, etc.) and carnival operations (rides, food sales and midway) conclude by 10:30PM. Band music, The PM band plays until 5PM and nearly all attendees are gone by 6PM, with a few Lion members remaining for cleanup until perhaps 8PM. On Sunday evening, the carnival operation is completely disassembled and loaded on trucks, and on Monday morning they move on to the next destination. Tents, toilets, Lion concessions and supplies are dismantled throughout the day and we make every attempt to ensure the takedown is complete, and the park restored by Monday evening. The dumpster is picked up on Tuesday.

Security, traffic control, and emergency plan

The Lions club relies on members and volunteers for overseeing traffic control, parking and security. In the past, we've enjoyed support from both the Thiensville Police and Fire departments to support these activities. During Friday and Saturday evenings, Thiensville PD volunteers have also provided supplemental support. While not providing dedicated on-site personnel, the Thiensville FD has always provided timely response for any infrequent medical emergencies that have arisen. In 2019, the Thiensville PD developed a comprehensive plan to respond to weather and other unforeseen emergencies. They also made arrangements for the Ozaukee county emergency government vehicle to be on-site.

Lionfest Reuter Pavilion Parking Lot Layout



Attachment: LIONFEST LAYOUT DETAIL 12-15-2020 (RESOLUTION 3798 : A Resolution Approving LionsFest at Rotary Park in June of 2021)

Lionfest Rotary Park Event Layout





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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: January 12, 2021
SUBJECT: RESOLUTION 3797 A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of \$58,795

Background

In May, the Common Council approved Resolution 3792 authorizing the purchase of parcels within the TID #3 Project Area on North Cedarburg Road. To date, the City has since closed on the properties at 11236 and 11242 North Cedarburg Road. This memo is seeking authorization for razing the residential structures on those two properties.

Analysis

City Staff issued a Request-for-Proposals (RFP) for the demolition of the two residential structures on the properties in late October. Seven contractors provided proposals for the demolition. The initial proposals were varied, and the proposers included a combination of the requested scope and additional efforts not included in the requested scope. As a result, City staff could not complete an equitable analysis of the proposals. In addition, City staff required additional time to evaluate whether certain portions of the scope (e.g. sanitary lateral abandonment, asbestos abatement) would be more cost effective to award outside of the demolition contract. Therefore, staff issued a Request-for-Information (RFI) to the seven demolition proposers to clarify the scope and ensure equity of the proposals. Six of the seven proposers responded to that RFI.

Additionally, the Sigma Group, Inc. performed a pre-demolition asbestos inspection and identified materials that require abatement prior to demolition. That report was provided to demolition contractors for consideration, as well as provided through an independent Request-for-Proposals to abatement contractors. The sanitary laterals for the two homes must be abandoned prior to demolition, therefore City staff requested quotes for the lateral abandonment work as well. Again, the demolition contractors were provided the option to include that work within their proposal cost.

Fiscal Impact

A summary of the various proposal costs is included in the attached Exhibit A. The most cost-effective contract award is for the City to issue the lateral abandonment and demolition contract to Spielvogel & Sons Excavating, Inc., and the supplemental asbestos abatement contract to

Dirty Ducts Cleaning & Environmental, Inc. Staff is requesting that the total contract amount include a contingency in the event that the coordination between contractors results in a scope modification.

	CONTRACTOR	COST
Asbestos Abatement	Dirty Ducts Cleaning & Environmental, Inc.	\$15,545
Lateral Abandonment and Demolition	Spielvogel & Sons Excavating, Inc.	\$37,850
10% Contingency		\$5,400
Total		\$58,795

Recommendation

Staff recommends that the Public Works Committee endorse and the Common Council approve the resolution awarding contracts for the lateral abandonment and demolition of the structures at 11236 and 11242 North Cedarburg Road, to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and asbestos abatement of the same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Contract Value of \$58,795.

Attachments:

EXHIBIT A – Proposal Summary (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 3797

A Resolution Approving the Award of Contracts for the Lateral Abandonment and Demolition of the Structures at 11236 and 11242 North Cedarburg Road to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin and Asbestos Abatement of the Same to Dirty Ducts Cleaning & Environmental, Inc. of Madison, Wisconsin for a Total Cost of \$58,795

RECITALS

A. As authorized by Resolution 3729, the City of Mequon acquired the properties at 11236 and 11242 North Cedarburg Road (the "Properties").

B. Per the TID #3 Project Plan, lands within the TID boundaries may be acquired for the purposes of land conservation and open space, which further enhances the walkable, community-centered design for TID #3.

C. Purchasing the Properties provided for assemblage for a comprehensive and coordinated riverfront park and open space corridor along the Milwaukee River, an amenity that would be a valuable benefit for the TID.

D. Subsequent to acquisition, the residential structures on the Properties must be razed to fulfill the purposes of the TID #3 Project Plan.

E. Staff issued a Request for Proposals for the necessary demolition, lateral abandonment and asbestos removal for the razing of the Properties.

F. Staff received and reviewed the responsive proposals received and recommends:

- i. That a contract for demolition and lateral abandonment on the Properties be awarded to Spielvogel & Sons Excavating, Inc.; and
- ii. That a contract for asbestos abatement on the Properties be awarded to Dirty Ducts Cleaning & Environmental, Inc.

G. Following consideration of staff's recommendation, the Public Works Committee forwarded a favorable recommendation to the Common Council at its meeting on January 12, 2021.

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

1. The contract for the demolition and lateral abandonment on the Properties is

awarded to Spielvogel & Sons Excavating, Inc. of Sheboygan, Wisconsin, and the contract for asbestos abatement on the Properties is awarded to Dirty Ducts Cleaning & Environmental, Inc., of Madison, Wisconsin, in a total combined amount not to exceed \$58,795, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: John Wirth, Mayor

Date Approved: January 12, 2021

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on January 12, 2021.

Caroline Fochs, City Clerk

	Balestreri	D&H Demolition	Great Lakes Excavating, Inc.	The MRD Group	Recycleclean Inc.	Shoreline Contracting Services, Inc. *	Spielvogel & Sons Exc., Inc.	Visu-Sewer, Inc.	Affordable Environmental Technologies	Dirty Ducts Cleaning	DIK Environmental	Environet, Inc	KPH Environmental	Badger Environmental
Demo	\$58,420.00	\$43,896.00	\$38,500.00	\$71,350.00	\$34,530.00		\$32,850.00	\$12,710.00	\$16,250.00	\$15,545.00	\$21,400.00	\$16,910.00	\$19,378.00	\$27,500.00
Lateral Abandonment	\$8,520.00	\$52,500.00		\$5,000.00			\$5,000.00							
Asbestos	\$16,250.00	\$16,910.00		\$8,000.00										
Total	\$83,190.00	\$113,306.00		\$84,350.00		\$72,768.00								



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Office of Public Works

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: December 8, 2020
SUBJECT: 2020 Work Plan (1.12.21)

Attached for the Board's review is a copy of the proposed work plan for 2021.

Attachments:

2021 Work Plan (1.12.21) (PDF)

Month	Agenda Topics
January	- Contract Award for the Demolition of the City Owned Residential Structures at 11236 and 11242 North Cedarburg Road - Approval of the Lion's Club Special Event Agreement for Lion's Fest at Rotary Park

Future Agenda Topics

- Prioritization of Drainage CIP
- Review/reprioritization of Shorecliff drain tile CIP project
- Prioritization of culvert replacement associated with the Prairie View Lane drainage study
- Hawthorne Road
- Review of Private Water Trust Maintenance and Coordination with Road Program Projects

2020 Completed Items

- Reapproval of Permits to Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project - Contract Award for 2020 Cleaning Services - Contract Award for Pedestrian Crossing & Traffic Signal Design Improvements Along Mequon Road from Buntrock Avenue East Towards Cedarburg Road - Contract Award for Repair of the Mequon Public Safety Building Foot Bridge - Approval of a Cost Share Agreement Between the City of Mequon and the Cedar Ridge Condominium Homeowners Association for Limited Storm Water Facility Improvements - Approval of an Amendment to Chapters 14 and 54 for Special Events, and Adopting a Template Special Event Agreement - Approval of a Second Amendment to the Cell Tower License at ESFS - Approval of the purchase of a John Deere 6120E Cab Tractor and Mower Attachments - Reaffirmation the Award of a Contract for the Mequon Road: Traffic Signal and Ozaukee Interurban Trail Crossing Design to TADI 2020 Annual Road Program Overview - Approval of Contract Award for 2020 Construction Inspection Contracts - Approval of Contract Award for the 2020 Flex Patch Contract - Rejection of Bids for the City of Mequon's 2020 Crack Sealing Contract	- Contract Award for the 2020 GSB-88 Bituminous Seal Contract - Authorization of a Memorandum of Understanding for the Mequon Nature Preserve Parking Lot Maintenance - Award of the 2020 Range Line Court Watermain and Road Reconstruction Contract - Award of the 2020 Road Improvements Contract - Award of the 2020 Catch Basin, Storm Sewer, and Curb and Gutter Contract - Award of the 2020 Crack Sealing Contract - Authorization of the Execution of a Concurrence Request from WisDOT Confirming the Section 4(f) Temporary Occupancy Finding for Installation of a Fish Creek Box Culvert in Katherine Kearney Carpenter Park as Required for the I-43 North-South Freeway Project - Denial of the Claim of David Simenz Related to Vehicle Damage - Approval of a Special Event Agreement for the M-T Sunrise Rotary Club to Conduct a Project Utilizing Goats for Invasive Plant Control in Pukaite Woods - Review of Drainage CIP process and projects - Award of a Contract for Sewer Shop Ventilation System Improvements - Award of a Contract for Mequon Road Corridor/OIT Crossing Design Contract Award - Presentation for Prairie View Lane Drainage Issue - Award of a Contract for the Bathrooms at the East Side Fire Station 2020 Road Program Conclusion
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