



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-2941
Fax: 262-242-9655

www.ci.mequon.wi.us

FESTIVALS COMMITTEE
Wednesday, March 20, 2024
6:30 PM
North Conference Room

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. February Minutes
- 3) Sponsors
- 4) Vendor Update
- 5) Contracts
 - a. Area Rental
 - b. Photographer
 - c. Dumpsters
 - d. Fireworks
- 6) Other Items
 - a. Homestead Parking & Bus
 - b. ATMs
 - c. PNC & More Happy Kitchens
- 7) Next Meeting Date and Time - April 17 at 6:30 PM
- 8) Adjourn

Dated: March 20, 2024

/s/ Miranda White, 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 City Administrator's Office at 262-236-2941, Monday through Friday, 8:00 AM – 4:30 PM



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2941
 Fax: 262-242-9655

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FESTIVALS COMMITTEE
Wednesday, February 21, 2024
6:30 PM
North Conference Room

Minutes

1) Call to Order, Roll Call

Present:

Chair Miranda White
 Vice Chair Deanna Conaty
 Committee Member Jenne Hohn
 Committee Member Tracy Johnson
 Committee Member Moshe Luchins
 Committee Member Brett Benson -- **Absent**
 Committee Member Lisa Liljegren -- **Absent**
 Committee Member Laeh McHenry -- **Absent**
 Committee Member Christine McLean -- **Absent**
 Vanessa Nerbun -- **Absent**

Also Present: Executive Assistant Enea

2) Approval of Meeting Minutes

a. January Minutes

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

MOVED BY: Committee Member Hohn

SECONDED BY: Board Member Johnson

AYES:	White, Conaty, Hohn, Johnson, Luchins
ABSENT:	Benson, Liljegren, McHenry, McLean, Nerbun

3) Music Update

Two out of the three bands have returned their agreements.

4) Vendor Update

Attachment: Festival Minutes 022124 (9211 : February Minutes)

Executive Assistant gave an update on vendor applications. She stated that applications are well above the normal amount received this early. Chair White shared some feedback that she had received from the Cheel.

5) Applications to Review

a. B Divine Aromatherapy

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

MOVED BY: Board Member Johnson

SECONDED BY: Committee Member Hohn

AYES: White, Conaty, Hohn, Johnson, Luchins
ABSENT: Benson, Liljegren, McHenry, McLean, Nerbun

b. Sovereign Select

Sovereign Select will need to pay the extra \$200 for a Children's entertainer like last year since they are not selling anything.

c. Wan's Thai Cuisine

RESULT: **Tabled [Unanimous]**

MOVED BY: Member Conaty

SECONDED BY: Committee Member Hohn

AYES: White, Conaty, Hohn, Johnson, Luchins
ABSENT: Benson, Liljegren, McHenry, McLean, Nerbun

d. Flip's Donuts

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

MOVED BY: Committee Member Hohn

SECONDED BY: Board Member Johnson

AYES: White, Conaty, Hohn, Johnson, Luchins
ABSENT: Benson, Liljegren, McHenry, McLean, Nerbun

e. WI Fried Cheese Curd Application

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

MOVED BY: Member Conaty

SECONDED BY: Committee Member Hohn

AYES: White, Conaty, Hohn, Johnson, Luchins
ABSENT: Benson, Liljegren, McHenry, McLean, Nerbun

f. Say Cheese Curd Application

RESULT: **Tabled [Unanimous]**

MOVED BY: Member Conaty

SECONDED BY: Committee Member Hohn

AYES:	White, Conaty, Hohn, Johnson, Luchins
ABSENT:	Benson, Liljegren, McHenry, McLean, Nerbun

6) Inflatables

Committee Member Luchins reached out to Elite Fitness about the inflatables and is still waiting to hear back.

7) Discussion

A. 3rd Event

Executive Assistant Enea shared a picture from last year's Bulletin of when the redbud trees by the Gateway were in bloom. The Committee will wait and see when they bloom this year since temperatures have been warmer.

8) Next Meeting Date and Time

A. March 20 at 6:30pm

9) Adjourn

Committee Member Hohn moved to adjourn at 7:12 PM and Committee Member Johnson seconded.

Respectfully Submitted,

Carrie Enea
Executive Assistant

Vendor	Participated in 2022	Participated in 2023	Liquor License	2024	Total \$
Artist/Craftsman Vendors					
B. Divine Aromatherapy	No	No		Yes	71.09
Beyond the Design LLC	Yes				
Black Birch	No	Yes		Yes	71.09
C Squared Wood Products	No	No			
Created by Kimberly (Sew Weird)	Yes	Yes			
JLEE Studio - Wearable Art	Yes	No			
Danielle's Designs		Yes		Yes	118.48
Dog Gone Great LLC	Yes	Yes			
Elegant Henna Tattoo	No	Yes		Yes	71.09
Full Circle Healing Farm at MNP	Yes	No			
Hiawatha Wood LLC	Yes	Yes			
Honey Down Farm	Yes	No			
Jen's Nifty Creations	Yes	No			
Jimmies Dog Gone Treats	Yes	Yes		Yes	71.09
Lake Country Growers		Yes		Yes	71.09
MB By Design	Yes	No			
Prairie Junction Farms		Yes			
The Prpl Swan	Yes	Yes		Yes	71.09
Tobin Jewelers	Yes	Yes			
With My Whole Heart		Yes			
Total Artist/Craftsman Vendors	13	12		7	
Non-Food Beverage Vendors					
Advanced Wildlife & Pest Control	Yes	Yes			

Alliance Realty/Pet Pictures		Yes			
Alme Design Co.		Yes			
Alzheimer's Assoc. of Wisconsin	Yes	No			
Board & Brush	Yes	Yes			
Cricket Academy	Yes				
FIFTH-MAIN		Yes			
Fred Astaire Dance Studio		Yes			
Gathering on the Green/Froedert		Yes			
Let's Celebrate	Yes	Yes			
Mequon Community Foundation	Yes	Yes			
Mequon Thiensville Chamber of Commerce	Yes	Yes			
M-T Education Foundation	Yes	Yes			
Mequon Thiensville Historical Society	Yes	Yes		Yes	
Missing Links	Yes	No			
Christ Alone Evangelical Lutheran Church	Yes	Yes			
BE Martial Arts, LLC	Yes	Yes			
Renewal by Andersen		No			
Shorewest Realty		Yes			
Sovereign Select Insurance Solutions		Yes		Yes	318.48

StretchLab		Yes			
Knowledge Edge		No			
Little Sprouts Play Café	Yes	No			
Winkie's	Yes	Yes			
MATC Mequon		Yes		Coming	
Mathnasium of Mequon	Yes	No			
Total Non-Food/Beverage Vendors	15	19		2	
Food Beverage Vendors					
Appe Thai	Yes	Yes			
Blue Cow Creperie	Yes	No			
MIL-WOK-EE Asian Street Food	Yes	Yes			
Cocoa Tree Confectionery (Gelato)	Yes	No			
Dr Dawg	No	Yes			
Falafel Guys, LLC	Yes	Yes			
Flip's Mini Donuts	No	No		Yes	236.97
Foxtown Brewing	Yes	Yes			
Frankies Food Truck (Caribbean & BBQ)	Yes	Yes		Pending	
glaze, LLC	Yes	Yes			
Greek Street Eats		Yes			
Happy Dough Lucky		No			
Immy's African Cuisine	Canceled	Yes			
Jandy's Base Camp				Interested	

Julie's Blue Ribbon Cookies		Yes			
Kha Sushi Land	Yes	Yes			
La Empanada				Interested	
Leonardo's Pizza	Yes	Yes			
Mequon-Milwaukee Diversity Rotary Club	Yes	Yes			
Pete's Pops	Yes	Yes			
S & T Cuisine		Yes		Yes	236.97
Say Cheese Curd Company	Yes	No		Pending	
Sendik's	Yes	Yes			
SIP MKE	Yes	Yes			
Stilt House	No	Canceled day of			
Strolling Donuts	Yes	Yes		Yes	142.18
Sunrise Acai Bowls	No	Yes			
T. BEST Kettle Corn Co.	Yes	Unable to Attend			
That Taco Guy	Yes	Yes		Yes	236.97
The Cheel	Yes	Yes			
The Ladle Lady	No	Yes		Yes	142.18
Baaree	Yes	Yes			
Daily Taco & Cantina	Yes	Yes			
eeat.us	Yes	Yes			
The Nutman Company USA, Inc.	Yes	Yes		Yes	236.97

The Ruby Tap	Yes	Yes			
The Smokin' C's BBQ	No	Yes		Yes	236.97
Thiensville-Mequon Lion's Club	Yes	Yes			
Tots on the Street	No	Yes		Yes	\$
Uyghur Grill	Yes	Yes		Yes	142.18
Wan's Thai Cuisine				Pending	
Weathers Juice Lab	No	Yes			
Wisconsin Fried Cheese Curds				Yes	142.18
Yummy Bones	Yes	No			
Total Food/Beverage Vendors	27	32		10	2617.07

17000 W Cleveland Ave.
New Berlin, WI 53151
(262)827-1444
(262)827-4924 (Fax)



3586 Hillside Dr.
Delafield, WI 53018
(262) 646-4444

Status: Quote

Quote #: q17232-1

Event Beg: Sat 9/ 7/2024 7:30AM

Event End: Sat 9/ 7/2024 5:00PM

Operator: Amy Russell

Terms: On Account

Customer #: 5072

CITY OF MEQUON

Phone 262-242-3100

11333 N CEDARBURG RD

MEQUON, WI 53092

Delivery Fri 9/ 6/2024 8:00AM - 5:00PM

CARRIE ENEA 262-236-2941
FRONT OF BUILDING
11333 N CEDARBURG RD
MEQUON, WI 53092

Pickup Mon 9/ 9/2024 8:00AM - 5:00PM

CARRIE ENEA 262-236-2941
FRONT OF BUILDING
11333 N CEDARBURG RD
MEQUON, WI 53092

- 1) DEL FRI ANYTIME
2) CALL WHEN ON THE WAY

- 1) PICK UP MON ANYTIME

- 1) 25% NON-REFUNDABLE DEPOSIT REQUIRED TO RESERVE
2) EVENT TASTE OF MEQUON
3) GRASS. OK TO STAKE
4) CUSTOMER MUST CALL DIGGERS HOTLINE 10 DAYS PRIOR TO INSTALL AT 800-242-8511
5) DELIVERY FEE BASED ON AREA RENTAL TRUCK PARKING WITHIN 50 FEET OF INSTALLATION
6) DAMAGE WAIVER AVAILABLE FOR 10% OF THE RENTAL

Qty	Key	Items		
TENT				
1	126-1200	BAND SHELL,30X15 NAVI STYLE	Rental	
1	126-8550-1	*30X15W NAVI-TRAC END	Rental	
21	127-0452-1	*STAKES REGULAR	Rental	
7	127-0470-1	* 3-HOLE T-BARS	Rental	
STAGE				
48	096-0050	STAGE,4'X4'SECTIONS UP TO 32"TALL	Rental	
		2 - 16x24x18 - ONE UNDER BANDSHELL, ONE IN CHILDRENS AREA		
48	096-0500-1	.STAGE,4'X4'SECTIONS	Rental	
48	096-0500-1	.STAGE,4'X4'SECTIONS	Rental	
1	096-0095-1	STAGE,STEPS UP TO 32"TALL	Rental	
TABLES				
12	096-0036	TABLE,CABARET 30"RD.X42"TALL	Rental	
		(DO NOT STAPLE TABLES , \$5.00 CHARGE PER TABLE) (TABLES ARE MADE OF PLYWOOD AND ARE DESIGNED TO BE COVERED) 1.50 CHARGE PER TABLE IF NOT BROKEN DOWN AND STACKED UPON PICKUP		
12	500-0090-1	^TABLE TOPS 30"	Rental	
12	500-0038-1	STEM CABERET	Rental	
12	500-0039-1	base	Rental	
1	IMISC-1	DELIVERY/PICKUP	Delivery	

Quote valid for 5 days.

Attachment: Contract q17232 (9212 : Stage & Light Towers)

Attachment: Contract q17232 (9212 : Stage & Light Towers)

Quote

I have read all pages associated with this contract. Front and Back.

Area Rental has 5 Business Days to accept or decline the contract after submission of the signed contract based on equipment and staffing availability.

EQUIPMENT DAMAGE WAIVER, 10% of Rental Charge

INITIAL: ACCEPTED _____ DECLINED _____

Signature: _____
CITY OF MEQUON

Rental:	\$3,177.
Delivery Charge:	\$250.
Subtotal:	\$3,427.
Total:	\$3,427.
Paid:	\$0.
Amount Due:	\$3,427.00

1. Lessee understands and agrees that said equipment remains the property of Lessor and that failure of the Lessee to return said equipment to Lessor within the time provided may constitute a crime and subject the Lessee to prosecution, therefore, unless such failure is occasioned through Lessee's required compliance with military orders. Equipment must not be taken more than 150 miles from origin without Lessee approval.
 2. Lessee agrees to pay Lessor for any loss of or damage to said equipment while in his custody or other expenses resulting from Lessee's use of said equipment. Lessee agrees to pay full rental fee of said equipment until payment for such repairs or replacements have been made. Area Rental. If Lessee accepts damage waiver, Lessee is not responsible for damage to equipment not caused through Lessee neglect up to a maximum limit of \$5,000, the Lessee would be responsible for all damages over and above the \$5,000. The Lessee is fully responsible for following regardless if the damage waiver was accepted or declined: damage to tires, cost of cleaning and reconditioning necessary resulting from use in painting, sandblasting or similar use of equipment, cost of repair or replacement from negligent use from misuse or abuse of equipment or unnecessary exposure to the elements, or use for purposes for which the equipment was not designed, or for loading beyond capacity. Tractors, loaders and skid steer loaders are not to be used for the purpose of demolition.
 3. Lessee authorizes Lessor to bill Lessee's credit card for all charges and expenses incurred pursuant to said contract.
 4. Lessee agrees to indemnify and save harmless the Lessor from claims: loss and damage, including costs and attorney's fees arising from occasioned by the operation, use or presence of the leased equipment or any act or default of Lessee, his agents or servant. Lessee assumes all risks, liabilities and costs for all injuries to or death of any person or persons and damage to the property of anyone arising or occasioned by the operation, use or presence of the leased equipment. Lessee shall reimburse Lessor for all attorney fees, court costs and expenses incurred by Lessor to enforce collection to preserve and enforce Lessor's rights under this contract.
 5. Lessee shall assume all liability for any and all damage to personal property from any cause whatsoever while being transported in a trailer and/or equipment including damage caused by water or theft.
 6. For the purpose of enforcing Lessor's ownership of said equipment and to protect Lessor's rights under the contract, Lessee agrees that Lessor may retake possession of equipment at any time and for such purpose to enter upon the premises of Lessee. Lessee hereby waives any right of action against Lessor by reason of such retaking or entry.
- Lessee acknowledges that he has examined said equipment and/or trailer, together with any coupling mechanism and that said equipment and/or trailer and coupling mechanism are in good condition and that said trailer and/or equipment is securely connected to Lessee's automobile. Lessee agrees to assume all liability for any damages to the towing vehicle arising out of the use of said trailer and/or equipment. Lessee agrees to periodically inspect said equipment and/or trailer and coupling mechanism and to maintain the same in a safe, dependable and secure condition while in his custody. Lessee is fully responsible for the suitability of the towing vehicle and hitch assembly's ability to transport the weight of the trailer and load. Regardless of the party at fault, Lessee understands and agrees to be responsible for damage to said trailer or equipment resulting from collision or other accident.
7. Lessee agrees that in the event any of the Property becomes unsafe or in a state of disrepair, Lessee will immediately discontinue the use thereof and promptly notify Lessor. Lessee accepts responsibility for evacuating any tent when wind or gust exceeds 25 MPH or when other unsafe conditions arise. Lessor is not responsible for any damage caused by tents falling regardless of the cause. Grounds must be suitable for the use of installation equipment, Lessor is not responsible for grass, grounds or asphalt damage.
 8. Reservations canceled or significantly altered less than 72 hours before the Property is to be delivered or picked up by Lessee are subject to a cancellation fee equal to the full contract cost. All other reservation cancellations are subject to a cancellation fee of 1/3 of the contract cost. Counts may be reduced by up to 15 percent of the dollar amount of the contract without penalty a minimum of 72 hours before the Property is to be delivered or picked up. Deliveries are tail gate to tail gate. A \$15 per man per 15 minutes is assessed on delays of pick ups or deliveries.
 9. Lessee assumes full responsibility for any additional expenses incurred by Reason of Breakdown of said equipment. Lessee must pay for gas used. Sales tax is added to all rentals. Lessee pays for time out, not time used. There are minimum charges on Lessor's equipment regardless if Lessee used up all of that time. In case of equipment breakdown, it is Lessee's responsibility to return equipment for service or replacement. Time adjustments may be made, however, Lessee is still responsible for rental fees. Any equipment kept overnight is charged on a daily basis. Any rental credits must be used within a 3 week period of the original rental contract. Lessee will be charged for service calls due to Lessee error.
 10. This contract represents the entire agreement between the parties hereto and there are no collateral, oral or other agreements or understandings. Inquiry proposals are null and void if not accepted within 15 days.

17000 W Cleveland Ave.
New Berlin, WI 53151
(262)827-1444
(262)827-4924 (Fax)



3586 Hillside Dr.
Delafield, WI 53018
(262) 646-4444

Status: Quote
Quote #: q16418-1

Will Call: Sat 9/ 7/2024 7:30AM
Return: Sat 9/ 7/2024 5:00PM
Operator: Amy Russell
Terms: On Account

Customer #: 5072

CITY OF MEQUON
11333 N CEDARBURG RD
MEQUON, WI 53092

Phone 262-242-3100

Used at Address

262-236-2941
FRONT OF BUILDING

Qty	Key	Items	Replacement Cost	Status	Each	F
4	035-0170	LIGHT TOWER,30',4-1000W FLOODS *****CUSTOMER IS RESPONSIBLE FOR CABLE***** *****\$175.00 CHARGE IF CABLE IS BROKE. X_____	\$0.00 each	Rental	\$90.00	\$360.00
16	260-0020-1	.DIESEL PER 1/4 TANK	\$32.50 each	Retail	\$32.50	\$520.00

Attachment: Contract q16418 (9212 : Stage & Light Towers)

Quote valid for 5 days.

Quote

I have read all pages associated with this contract. Front and Back.

Area Rental has 5 Business Days to accept or decline the contract after submission of the signed contract based on equipment and staffing availability.

EQUIPMENT DAMAGE WAIVER, 10% of Rental Charge

INITIAL: ACCEPTED _____ DECLINED _____

Signature: _____
CITY OF MEQUON

Rental:	\$360.
Sales:	\$520.
Subtotal:	\$880.
CC FEE:	\$10.
Total:	\$890.
Paid:	\$0.
Amount Due:	\$890.00

1. Lessee understands and agrees that said equipment remains the property of Lessor and that failure of the Lessee to return said equipment to Lessor within the time provided may constitute a crime and subject the Lessee to prosecution, therefore, unless such failure is occasioned through Lessee's required compliance with military orders. Equipment must not be taken more than 150 miles from origin without Lessee approval.
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 4. Lessee agrees to indemnify and save harmless the Lessor from claims: loss and damage, including costs and attorney's fees arising from occasioned by the operation, use or presence of the leased equipment or any act or default of Lessee, his agents or servant. Lessee assumes all risks, liabilities and costs for all injuries to or death of any person or persons and damage to the property of anyone arising or occasioned by the operation, use or presence of the leased equipment. Lessee shall reimburse Lessor for all attorney fees, court costs and expenses incurred by Lessor to enforce collection to preserve and enforce Lessor's rights under this contract.
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 10. This contract represents the entire agreement between the parties hereto and there are no collateral, oral or other agreements or understandings. Inquiry proposals are null and void if not accepted within 15 days.

From: John OHara
To: Carrie Enea
Subject: RE: ^_Taste^_ of ^_Mequon^_ photography
Date: Saturday, March 9, 2024 5:43:22 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi, Carrie!

Yes: I just put the Taste of Mequon event photography on my calendar for Saturday Sept. 7th. I blocked off 5-6pm, for the same \$150. So let me know if you have a different hour in mind this year.

See you then!

John

Sent from AT&T Yahoo Mail on Android

On Fri, Mar 8, 2024 at 11:07 AM, Carrie Enea
 <cenea@ci.mequon.wi.us> wrote:

Hi John,

I was hoping to book your services again for this year's Taste of Mequon on Saturday, September 7. The one hour over the dinner hour worked well, still \$150?

Thanks,

Carrie



Carrie Enea

Executive Assistant - Communications

City of Mequon

11333 N. Cedarburg Rd. | Mequon, WI 53092

262-236-2941 | cenea@ci.mequon.wi.us

[City Website](#)

Attachment: 20240315_074627 (9213 : John O'Hara)

Toss It Disposal L.L.C.

Cedarburg, WI 53012

(262) 483-0028

Dumpster Rental Contract

Terms & Conditions:

I, _____ (Customer requesting service), agree to the following terms and conditions for the rental of described services.

Pricing & Payments:

1. Customer agrees to pay \$331.75 (base fee) plus tax for a 6 yd. container, as well as any overages incurred due to overloading or additional days requested by the Customer. Max weight allowed 2 Tons. Due to strict weight limitations and associated dump fees, if the dumpster exceeds weight limitations Customer is responsible for removal of excessive materials or additional rental fees to accommodate weight overages.
2. Customer is responsible for any additional fees assessed by the landfill for certain items such as Tires, Hazardous material, TV's, etc.
3. The container rental includes use for up to 7 days. If the container is kept longer than 3 days past the rental agreement there will be an additional fee of **\$15.00 per day**. The customer is responsible to call or text Toss It Disposal when the dumpster is ready for pick up.
4. Payment for all base fees as well as any known additional rental time will be due upon delivery of the container. Any additional fees due to additional days needed, overweight or improper waste are due within 14 days of the billing statement date.
5. Any unpaid balance after 14 days will start to accrue 10% monthly interest from the original billing statement date up until paid in full. There will be a **minimum \$25 late fee**.
6. If paying by check and the check is returned for insufficient funds from the banking institution, the customer is responsible for any returned check fees.

Dumpster Use:

1. While refuse dumpsters are in your possession, you will **NOT** place or allow to be placed into the dumpster:
 - Substances hazardous to health such as toxic or corrosive materials or liquids.
 - **Liquids of any kind**, whether contained or not.
 - Cans, drums or other containers of any kind unless emptied, crushed, and incapable of carrying any liquid.
 - **Medical waste or animal carcasses of any kind.**
 - Any material not listed above however considered unsuitable for containment (i.e. malodorous waste: asbestos, paint, tires, gas bottles, fluorescent tubes, light bulbs, vehicle batteries, refrigerators, TV's)
 - **Extremely heavy material such as rock, dirt, or concrete.**
2. All refuse shall remain within the confines of the dumpster and shall not exceed the top or sides. Every attempt shall be taken to equally disperse the weight of the refuse within the dumpster.
3. Customers will be held liable for any loss or damage to rented equipment in excess of reasonable wear and tear.

Access and Ground Conditions:

1. The Customer will be responsible for the provision of free and suitable access to and from the delivery site (including the removal and reinstatement of local obstructions) and for ensuring suitable ground conditions for delivery, placement and removal of the dumpster. No responsibility will be accepted for damage to any surface and the Customer should therefore take steps to protect surfaces (i.e. paving slabs, soft ground) before delivery.
2. Should the container cause damage to concrete or asphalt during loading or unloading, Toss It Disposal is only responsible if this is due to our negligence. We have specifically identified that heavy containers and their placement may cause damage.
3. Should the Customer fail to return the container, Toss It Disposal maintains the right to enter upon the premises where the container may be without notice and take possession of and remove it at the Customer's expense all without legal process. The Customer hereby waives any claims for damages from any such entry or removal.

Customer Address: 11333 N. Cedarburg Rd. Phone Number: (_____) _____
Mequon WI 53092 Date: 9/8/2023 Dumpster #: 1923
 Email: celea@ci.mequon.wi.us Picked Up: _____ Paid: 663.50
 Customer Signature: Chami Emen Total due upon delivery: \$ 663.50

Attachment: Toss it Disposal Quote (9214 : Toss It Disposal)



SPIELBAUER FIREWORKS CO., INC.

Wisconsin's Oldest Exhibition Fireworks Company

Office: 1976 Lane Road • Green Bay, WI 54311 • Telephone 1-920-336-0446 • Fax 1-920-336-1214

March 14th, 2024

City of Mequon
Attn: Carrie Enea
11333 N. Cedarburg Road
Mequon, WI 53092

Dear Mrs. Enea,

Enclosed please find our confirmation for the City of Mequon's September 7th, 2024 Fireworks Display. This is a \$3,600.00 program. Note that this confirmation is contingent upon your approval.

To arrive at this year's program I began with a duplication of last year's display at current prices. I then made a few "same price substitutions" to work in some new effects and give the show a fresh look. Note that you are again receiving a 15% discount on your program.

The program again contains \$5,000,000.00 insurance coverage, operators covered under Worker's Compensation Insurance, and all product and equipment needed to ignite a spectacular fireworks display. I would expect the program to have a duration of around 10 minutes with a great intensity throughout. Note that I have enclosed a site plan showing the area needed to ignite this display.

Your display will again alternate between high level aerial shells and specialty midlevel display items that will offer a variety of effects throughout the show. Your display will begin with a barrage of gold crackling stars and will end with a finale of color that will not be forgotten!

If this program meets your approval, please sign both copies of the enclosed contract and return one to our office, the other is for your files. Please also remit your \$720.00 downpayment. Note that your insurance certificate is also enclosed. On this day I have submitted the necessary Fireworks Risk Control Review Application with the City of Mequon.

If you have any questions or concerns please feel free to contact me. If you would like to see any changes made to the program please give me a call so I can assist you. I want to be sure I am providing you with the best display possible. Wishing you a successful 2024 Taste of Mequon!

Sincerely,

Patrick W. Spielbauer
Spielbauer Fireworks Co., Inc.



SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS
WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.
Established in 1952

Office:
1976 Lane Road
Green Bay, WI 54311

Phone 1-920-336-0446
Fax 1-920-336-1214

Factory & Warehouses:
Bellevue

To: City of Mequon
Attn: Carrie Enea
11333 N. Cedarburg Road
Mequon, WI 53092

Conf. # 24Me7989
Order Date 3/8/2024
Date 3/14/2024
Terms \$720.00 Due W/Contract.
Balance Due By 9/9/2023.

1% Per Month Interest Charged On Accounts Over 30 Days Old

Confirmation

\$3,600.00 Fireworks Display for September 7, 2024 (Sat.)

Opening

- | | | |
|--|----------|----------|
| 1 — 150 Shot Happy Stars Box (45 sec.) - Lidu | \$240.00 | \$240.00 |
| Repeating barrage box that creates gold crackling bursts overhead. | | |
| 1 — 3 inch 10 Shot Peony w/ Mixed Colors w/ Coconut Pistil & Tail Finale - Bulk - Lidu | \$103.30 | \$103.30 |
| New for 2024! | | |

Additional Special Break Shells

- | | | |
|---|---------|------------|
| 72 — 3 inch Assorted Import Chrysanthemum & Peony Shell w/ Rising Tail - Lidu | \$15.35 | \$1,105.20 |
|---|---------|------------|

Total: 72 — 3 inch Special Break Shells

Midlevel Display

- | | | |
|--|----------|----------|
| 1 — 300 Shot Mixed Pastel Tails To Bombettes Box (19mm) (35 sec.) - Icon | \$240.00 | \$240.00 |
| 1 — 52 Shot Poisonous Spider Barrage Box (30 sec.) - Sunny | \$195.00 | \$195.00 |
| Fires fifty-two timed color and spinning aerial shots 150 ft. overhead. Self contained box includes mortars. | | |
| 1 — 3 inch 25 Shot Gold Glitter Crossette w/ Strobing Pistils & Silver Tail Box (25 sec.) - Sunny | \$310.00 | \$310.00 |
| New for 2024! | | |

Grand Finale

- | | | |
|---|----------|----------|
| 2 — 2.5 inch 36 Shot New Color Finale Box (40 sec.) - Lidu | \$240.00 | \$480.00 |
| Creates a dazzling array of color and glitter in the night sky. Thirty-six shell special boxed finale. Self contained box includes mortars. | | |

IMPORTANT

This merchandise sold and shipped on the representation of the buyer that the same will be used strictly in accordance with laws of the state of destination.

This merchandise is sold upon the condition that the seller shall not be liable in any civil action for any accident or injury occasioned during the transportation, handling, storage, sale or use of the merchandise.

Attachment: Mequon - Taste Of Mequon Confirmation 2024 for Fireworks (9215 : Fireworks Agreement)



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3 — 3 inch 10 Shot Import Color & Glitter Finale - Bulk - Lidu	\$103.30	\$309.9
Creates a dazzling array of color and glitter in the night sky. Ten shell special finale - reloads only.		
	Fireworks Subtotal	\$2,983.40
	Less Discount	-\$391.40
	Discounted Price	\$2,592.00
Insurance Coverage	\$540.00	\$540.00
\$5 million insurance coverage for public liability and property damage.		
Operator	\$360.00	\$360.00
Experienced pyrotechnic operators to be provided by Spielbauer Fireworks Co., Inc. Operators/ employees of Spielbauer Fireworks are covered under our workers compensation policy.		
Delivery	\$108.00	\$108.00
Fireworks to be delivered by Spielbauer Fireworks Co., Inc.		
Equipment	\$0.00	\$0.00
All equipment necessary for the set up and firing of display to be provided by Spielbauer Fireworks Co., Inc.		

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Permit Fee

\$0.00

\$0.00

Spielbauer Fireworks to apply for local permit(s) required by authority having jurisdiction. Permit fee will accompany the application. (3/8/23 permit fee was waived by the City, I assume City will waive permit fee in 2024).

Your Price

\$3,600.00

Display Date: 9/7/2024

Rain Date: Unknown

RE: Taste of Mequon

Local permit was applied for by Spielbauer Fireworks Co., Inc on 3/14/2024 (with Kathy).

Insurance Certificate number 030 has been issued.

Display to begin at 8:50pm. Duration to be around ten minutes.

Contact: Carrie Enea at (262) 236-2941

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CC: Cenea@Cl.Mequon.WI.us

Thank you for your order.

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Telephone 1-920-336-0446

Fax 1-920-336-1214

Mequon, WI

Contract entered onto this 14th day of **March** A.D., 2024 by and between Spielbauer Fireworks Co., Inc. party of the first part, and **The City of Mequon**.

Authorized Agent: Carrie Enea.

Party of the first part, agrees to furnish party of the second part Fireworks per program submitted, said display to be given on the evening of **September 7th**, 2024 weather permitting. It should be understood that should inclement weather prevent the giving of said display on date herein mentioned, the program will be given on the next clear night falling during the above week, for the additional sum of two hundred dollars, to cover auxiliary costs suffered by party of the first part. If said display is not rescheduled, a cancellation fee of 20% of the contract price shall be charged.

Party of the second part agrees to furnish party of the first part sufficient space for the proper giving of said display. A certificate of insurance will be provided for the display. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract.

The party of the first part agrees that proper protection for the benefit of spectators will be covered by bodily injury and property damage insurance at the time of display, automobiles excluded. It is further agreed and understood that the party of the second part is to pay the party of the first part the sum of **\$3,600.00** for the above display, same to be paid **\$720.00 Due W/Signed Contract and Balance Due By September 7th, 2024**.

The parties hereto do mutually and severally guarantee the terms, conditions, and payments of this contract, their articles to be upon the parties themselves, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF we set our hands and seals in duplicate hereof this 14th day of **March**, A.D., 2024.

WITNESSES:

ACCEPTED BY

 (Official in Charge)
Spielbauer Fireworks Co., Inc. REP

REMARKS:

Fireworks as per itemized Confirmation number 24Me7989 dated March 14th, 2024.



SPIELBAUER FIREWORKS CO., INC.

DISTRIBUTORS & EXHIBITORS

WISCONSIN'S OLDEST EXHIBITION FIREWORKS CO.

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(Official in Charge)

[Signature]
Spielbauer Fireworks Co., Inc. REP

REMARKS:

Fireworks as per itemized Confirmation number 24Me7989 dated March 14th, 2024.

SITE PLAN



Note: Fireworks measuring 3-inches in diameter and requiring a fall out area of 210 feet in all directions from their discharge site to be fired from the Rennie Field (red circle).

 - Designated Fall Out Area

Note: Display to be conducted at 11333 N. Cedarburg Road (Rennie Field, Mequon, WI) on September 7th, 2024 at approximately 8:50pm.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2024

5.d.1.a

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com FAX (A/C, No): 216-658-7101														
INSURED Spielbauer Fireworks Co., Inc. 1976 Lane Road Green Bay WI 54311	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER C : Arch Speciality Ins Co</td><td>21199</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Indemnity Insurance Co.	10851	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Arch Speciality Ins Co	21199	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** 695905317**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			SI8GL02141-241	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00290-241	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UXP1048745-02	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
DISPLAY DATE: 9/7/2024 RAIN DATE: Unknown
LOCATION: Mequon, WI
ADDITIONAL INSUREDS: City of Mequon; Taste of Mequon

Certificate Number: 030

CERTIFICATE HOLDER

City of Mequon
RE: Taste of Mequon
11333 N. Cedarburg Road
Mequon WI 53092
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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