



AGENDA OF THE PARKS COMMITTEE

**WEDNESDAY, JULY 11, 2018, 5:00 PM
CITY HALL, ROOM 207**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on the approval of the Dragon Boat Fundraising Event and allow the sale of alcohol on CityDeck for the event on Saturday, July 28th, 2018.
2. Consideration with possible action on approval of the Design, Construction & Dedication Agreement with Friends of the Bay Beach Wildlife Sanctuary Inc. for the construction of the 4K addition to the Nature Center.
3. Consideration with possible action on the request by the Baird Creek Preservation Foundation to donate trail signage to the Baird Creek Greenway.
4. Consideration with possible action on a Wisconsin Public Service Easement at Edison Park for a new electric service for the ballfield and tennis court area.
5. Consideration with possible action on hiring an engineering consultant to complete engineering bid documents for Colburn pool upgrades, which include replacing the pool mechanicals/gutter system and installing a pool liner.
6. Consideration with possible action on the request to purchase a pull behind brush chipper from Vermeer Wisconsin for \$74,000.

E. Informational.

1. Director's Report on updates and recent activities of the Parks, Recreation and Forestry Department.
2. The next Park Committee meeting is scheduled for August 15, 2018.

F. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Parks Committee will attend this committee meeting and will constitute a meeting of the Parks Committee for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on the approval of the Dragon Boat Fundraising Event and allow the sale of alcohol on CityDeck for the event on Saturday, July 28th, 2018.

BACKGROUND

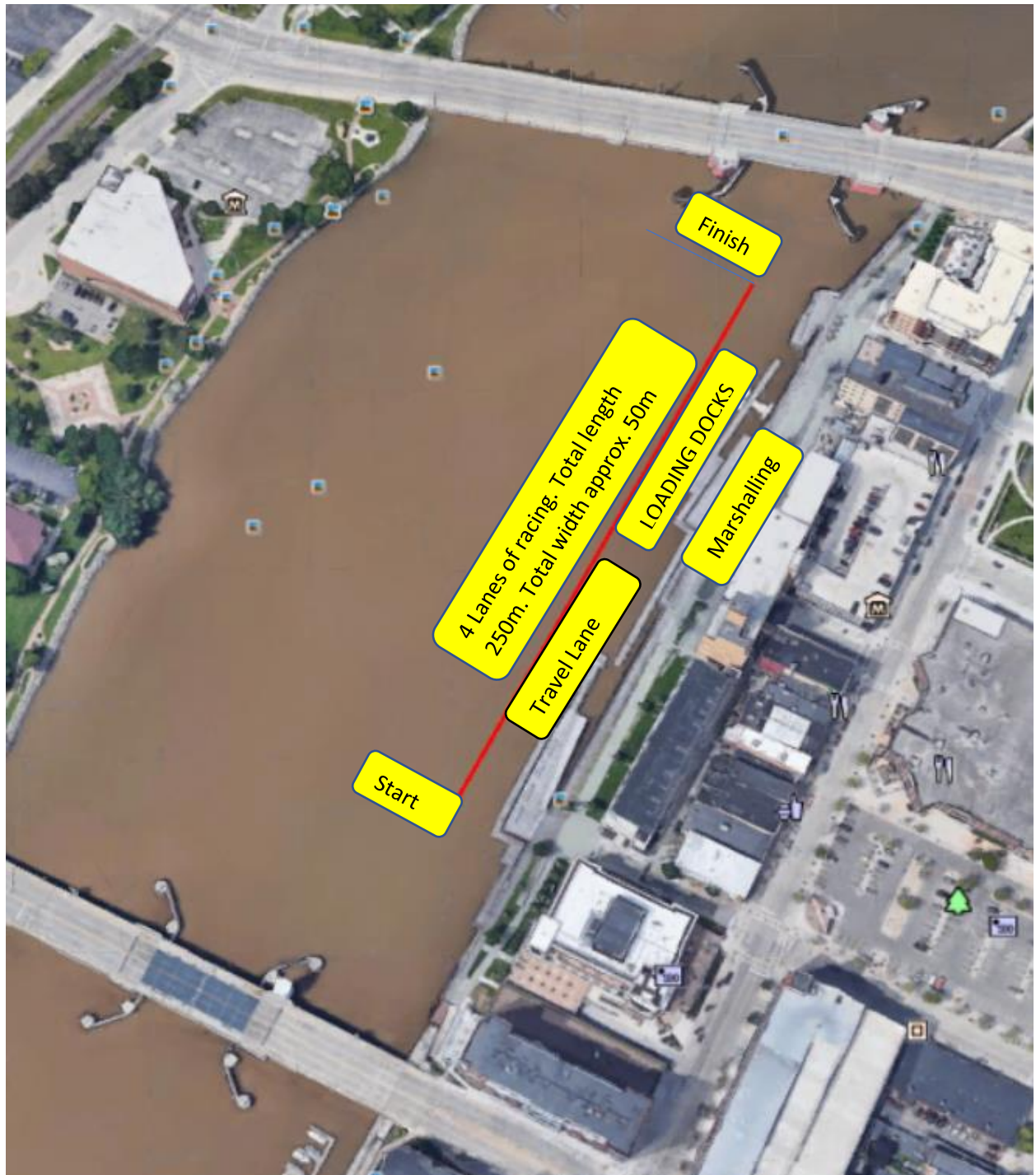
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 7.28.18 Dragon Boat Festival - Map

Green Bay Site Map





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on approval of the Design, Construction & Dedication Agreement with Friends of the Bay Beach Wildlife Sanctuary Inc. for the construction of the 4K addition to the Nature Center.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WLS Construction Donation Agreement - FOWLS



City of Green Bay
Department of Community and Economic Development

**DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
WILDLIFE SANCTUARY NATURE CENTER – 4K BUILDING**

This Agreement is made this _____ day of _____, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and Friends of the Bay
Beach Wildlife Sanctuary Inc., ("FOWLS"), a Wisconsin charitable organization.

RECITALS

- A. The City is the Owner of certain buildings and property located at the 1660 E Shore Dr, Green Bay, WI 54302 and generally known as the "Bay Beach Wildlife Sanctuary" (hereafter "Wildlife Sanctuary"). The Wildlife Sanctuary is a 600 acre urban wildlife refuge featuring live animal exhibits, educational displays, miles of hiking/skiing trails and various wildlife viewing opportunities. It is the largest park in the Green Bay Park system and home to the second largest wildlife rehabilitation program in Wisconsin. The Wildlife Sanctuary has grown to offer environmental education programs to over 10,000 students, including a nature-based 4-year-old kindergarten program in partnership with the Green Bay Area Public Schools and the University of Wisconsin Green Bay ("4K Program"). This program engages children in highly interactive outdoor learning that encourages children to explore the world around them while acquiring important skills that will prepare them for Kindergarten.
- B. FOWLS is a charitable organization dedicated to preserving, promoting, and enhancing the Wildlife Sanctuary.
- C. The City and FOWLS have identified the need for additional capacity in the nature center in order to provide adequate facilities for community programming, including the 4K program.
- D. FOWLS has proposed to construct an expansion of the nature center building at the Wildlife Sanctuary for these purposes, and has completed all fundraising necessary to provide for such design and construction. FOWLS intends to complete the Project, which shall be composed of the following:
 - 1. An environmentally friendly, 12,800 square foot, two-level expansion which will provide a gathering space for large groups of students and the public to enjoy, as well as a secure lower level with more classroom space for children to learn through nature;
 - 2. All necessary furnishings for the Nature Education Center expansion.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT A.

- E. The City has agreed to allow expansion of the nature center building for these purposes, and FOWLS has agreed to do the work at FOWLS's sole expense and has requested that the City accept the dedication and assume maintenance of the improvements upon completion.
- F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed improvements after acceptance of the construction by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

- A. Budget. The total cost of the Project shall not exceed three million dollars (\$3,000,000.00), including all improvements and furnishings.
- B. Sources. The Project and all Improvements shall be paid for exclusively by FOWLS.

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. Prior to construction, the City shall approve a Concept Plan, including final plans and specifications for construction of the Project which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the Improvements as defined in the Recitals.

- B. Contractor. FOWLS shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor utilize by FOWLS.
- C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be reasonably determined by the City to be appropriate.
- D. Design and Construction. FOWLS shall cause to be designed and prepared under architect's or engineer's seal and signature, and to be constructed, the Project as defined in the recitals. Such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the FOWLS's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOWLS shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. FOWLS shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer or architect and testing firm hired by FOWLS and approved by the City, which approval will not be unreasonably withheld, to assure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and Inspections Department to assure that construction is in conformance with the plans and specifications. The City agrees to notify FOWLS upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications. FOWLS shall reimburse the City for documented time spent at the job site by its staff for field visits to observe construction progress. This time will be reimbursed at the rate of fifty dollars (\$50.00) per hour, not to exceed a total combined amount of one thousand dollars (\$1,000.00).
- F. Change Orders. After consultation and agreement with the City, FOWLS shall execute change orders and resolve contract claims relating to design and construction of the Project. The FOWLS shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.
- G. Budget. Prior to construction, the City shall approve FOWLS proposed Budget, prepared in accordance with general principles for construction and development budgeting. The Budget shall

include all “hard” construction costs for the entire Project and a line item of not less than five percent (5%) of total Project costs for cost overruns and change orders.

- H. Permits and Use. FOWLS will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.
- I. Improvement of Property. FOWLS shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by City of the Budget and Project Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than December 31, 2019. FOWLS shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- J. Maintenance and Repair. FOWLS shall at all times keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- K. Easements. The City shall grant to FOWLS such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- L. Insurance. Before commencement of construction activities on the Property, FOWLS shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which FOWLS is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) \$500,000.00 policy limit.
 - 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect FOWLS and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by FOWLS, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;

- b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect FOWLS and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect FOWLS and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. M. 1. to IV. M. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, FOWLS shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property affected by the Project with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve FOWLS of its obligation to perform under this Agreement and, in the event of loss, FOWLS shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. FOWLS shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss FOWLS shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. General Indemnity.

- I. Protection Against Losses. FOWLS shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by FOWLS of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOWLS's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOWLS's failure to comply with its obligations under this Agreement or otherwise;

- d) Any act, omission, fault, or negligence of FOWLS or of anyone acting under its direction or control or on its behalf, including its invitees.
 - e) Any and all claims arising pursuant to the design or construction of the improvements.
 - 2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
 - 3. Indemnification Procedures. FOWLS shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate FOWLS's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by FOWLS; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOWLS and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to FOWLS, then counsel for the City, at FOWLS's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOWLS shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If FOWLS does not assume the defense of such claim, suit or action, FOWLS shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without FOWLS's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOWLS shall be reasonable grounds for FOWLS to refuse to provide written consent to a compromise or settlement.
 - 4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.
- N. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. FOWLS shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOWLS represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. Payment. FOWLS shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. FOWLS shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by FOWLS posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. FOWLS shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.
- C. Certification of Facts. No statement of fact by FOWLS contained in this Agreement and no statement of fact furnished or to be furnished by FOWLS to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting FOWLS that would adversely affect the Project, the ability of FOWLS to complete the Project or the ability of FOWLS to perform its obligations under this Agreement.
- E. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and FOWLS is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which FOWLS is a party or an obligor.
- F. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. FOWLS will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

V. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:
 - 1. Termination. Terminate this Agreement ;
 - 2. Specific Performance. Sue for specific performance;

3. Other Remedies. Pursue any other remedies available to the parties at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VI. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. This Agreement is terminated because of an Event of Default;
 2. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III.M., III.N., IV. F., V. C., VI. B., and VII. C. shall survive the termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. FOWLS may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or FOWLS have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.

- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- F. Parties. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To FOWLS: Friends of the Bay Beach Wildlife Sanctuary Inc.
 Attention: President
 1660 East Shore Dr.
 Green Bay, WI 54302

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- M. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, FOWLS shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- N. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- O. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- P. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of City and FOWLS as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and THE FRIENDS OF THE BAY BEACH WILDLIFE SANCTUARY INC.

**FRIENDS OF THE BAY BEACH WILDLIFE
SANCTUARY INC.**

By: _____
Dan Spielmann, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, Dan Spielmann, a member of Friends of the Bay Beach Wildlife Sanctuary Inc., a Wisconsin charitable organization, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT A



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on the request by the Baird Creek Preservation Foundation to donate trail signage to the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Trail Signage Proposal
2. Trail Signage Map

Trail Signage in the Baird Creek Greenway

ORGANIZATION INFORMATION

Organization Name: Baird Creek Preservation Foundation

Address: 1270 Main Street

City, State, Zip Code: Green Bay, WI, 54302

Contact Name/Title: Katie Johnson/ Executive Director

Phone No.: 920.328.3505

Email: execdirector@bairdcreek.org

Name/Title of Chief Executive of the Organization: Katie Johnson/ Executive Director

PROJECT INFORMATION

Project Title: Trail Signage in Baird Creek

Project Budget: 7,200

Start Date: July 2018

ORGANIZATION BACKGROUND

History, Overall Goals and Objectives: The Foundation was founded in 1997, when community members rallied to save and preserve 40 acres of Baird Creek being sold to developers. Since the inception of BCPF, tens of thousands of man hours and substantial donations have been made to preserve, restore, and maintain Baird Creek. We work to offer free public hikes, school field trips, invasive species removal, pollinator habitat restoration, oak savanna restoration, and trail maintenance.

Description of Current Programs and Activities: Baird Creek Preservation Foundation operates 5 programs: land acquisition, land maintenance, education, outreach, and trails. Projects within these programs include: wetland restoration, creek bank restoration, stem-educational summer programs and trail signage.

Description of Formal and Informal Relationships with Other Organizations: Our organization has and maintains many informal relationships including: City of Green Bay, WDNR, Green Bay Area School District, other municipalities, other school districts, foundations, corporations and local-small businesses, local associations, groups and clubs.

Mission: Our mission is to facilitate the preservation and restoration of the Baird Creek Watershed in order to enhance its value as an ecological, recreational, and educational resource for generations to come.

PROPOSED PROJECT

Purpose of the Request: The Baird Creek Preservation Foundation plans to install and maintain durable, weather resistant trail signage in the Baird Creek Greenway. There is currently little trail signage in the Greenway and only cross country ski maps.

Timeframe in which the Funds Will Be Used from: July 2018 to December 2018

Sources of Funds: We are currently seeking monetary and in-kind donations for this project.

Project Budget: \$7,000

Primary Description: A standardized sign system is a means of creating a cohesive and consistent image for Baird Creek Greenway. Most importantly, signage is needed for user friendliness, safety, and information. Signage must be harmonious with the nature of the trail environment while also being visible.

The Baird Creek trail management plan will provide specific and detailed design recommendations, as well as information about installation of trail signs. The plan will ensure that signs do not overwhelm the trail in complexity or number, especially along back trails. Too many signs deter from the trail experience and compete for the attention of the user. Providing trail signs comes with a responsibility for long-term management. Baird Creek Preservation Foundation will ensure that trail signs are maintained in good order and that the signs continue to reflect the nature of the trail.

Project Description:

The Baird Creek Preservation Foundation has composed a long-term sustainable plan to both provide trail signage and maintain the signage for years to come.

Type of Trails and Usage in the Greenway:

There are a variety of uses for trails and the type of signage for a specific trail is often dependent on what the trail is designed for. The trails framework categorizes trails by designed use, the use by which trails are most often identified. The types of trails within the Baird Creek Greenway are as follows:

- **Paved Trails:** Paved trails are able to accommodate a multitude of uses that may include bicycling, hiking, strolling, jogging, inline skating, birdwatching, dog walking, cross-country skiing, and trail users often travel at a higher rate of speed than users of other types of trails. User education about standards of behavior is encouraged through the use of trailhead signage. Paved trails are often marked at regular intervals with distance markers, which show the mileage point from one end of the trail. Distance markers may include an official symbol for the trail and usually no other route markers are needed; however, directional, regulatory, and

cautionary signs are all typically used along these trails.

- **Hiking Trails:** Hiking trails are designed specifically for foot travel. Backcountry foot trails are typically designed to be the least intrusive type of trail upon the natural environment and therefore often have the fewest and simplest signs. Along many backcountry hiking trails, blazes or markers are the only type of signage used, other than directional signs at trail junctions. For marking and signing designated long distance trails, follow the guidelines approved by the managing agency or trail organization for each specific trail.
- **Mountain Bike Trails:** Mountain bike trails are typically designed for low-impact use and can range from general use to challenging. In addition to markers and regulatory signage that keep bikers on the designated trail route, mountain bike trails may also include signs that rate the trail's level of difficulty.
- **Cross-Country Ski Trails:** Cross-country ski trails are designed specifically for skiing and are often a system of looped trails of varying difficulty over rolling terrain. Other winter uses are often prohibited along designated ski trails unless there is space alongside the ski tracks for the additional use. However, ski trails are often compatible with a variety of summer uses. Although it is possible for cross country skiers to use many different types of trails, those trails designed as ski trails should be designated and signed as such and may include signs that rate the trail's level of difficulty. Cross-country ski trails should be marked so that travelers unfamiliar with the trails can follow them during poor weather conditions, when there are no tracks to follow and when the lighting is poor.

Trail Information:

The basis for producing trail signage is to provide information to trail users. It is appropriate to provide more information about a trail than simply marking a line on a map. Providing accurate, objective information about actual trail conditions will allow people to assess their own interests, experience, and skills in order to determine whether a particular trail is appropriate or is sufficiently accessible to them.

- **Name:**
- **Usage:**
- **Difficulty:**
- **Direction:**
- **Safety: open or closed**
- **Announcements**

Sign Design:



Figure 1



Figure 2



Figure 3

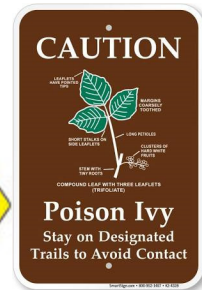


Figure 4

- **Materials, Graphics, and Techniques:** Signs may be constructed using different types of materials, which may vary depending on the type of sign being produced. Sign faces that are constructed from metal or synthetic materials can be painted or colored to match the environment. Factors to consider when choosing materials include budget, aesthetics, durability, maintenance costs, and replacement cost due to vandalism or theft.
- **Designs Needed:** Four types of signage are needed in the Baird Creek Greenway.
 - **Kiosks:** trail information kiosks provide a central location, typically near trailheads or adjacent to parking areas, to welcome visitors to one or more trails and to prevent sign clutter by consolidating visitor information in one place. All kiosks will display an overall park map showing facilities and trails, a large park map will be displayed across one entire side of the kiosk. Six 7' x 3' metal pieces made from corten with a 3' x 2' metal piece attached (with overall park map on it) is needed. Each kiosk map will identify trails by difficulty, direction, and use. (See Figure 1.)
 - **Informational Markers:** signage located at the start of any trail located either at the start of trails or at the beginning of trails that branch off of main trails. A trailhead sign/informational marker is used to provide trail specific information at the trailhead of each trail. There is need for trail head posts made from wood or fiberglass to have attached metal signage. Signage will be marked with numbers, symbols, and logos for marking location and helping identify position in a safety situation, along with identify difficulty, types of usage, name, and direction. Trail head posts could need up to seven attached metal signs (see Figure 2) per post. There is a need for at least 24 trail head posts (four sided) and 168 small metal informational metal signs.
 - **Directional Arrows/Trail Markings:** directional arrows are needed to help users go the correct direction on trails for ease of use and safety. There is a need for at least 70 directional arrows, with a reflective aspect. (See Figure 3.) Metal signs of a decided upon size are needed to mark caution areas, such as, steep slope, hidden sight lines, two-way traffic, etc...the Greenway needs at least 30 of these signs. Directional arrows

and caution signs will be attached to fiberglass posts. (See Figure 4.)

Requirements for Signage: signs needing their own support should be installed using one 4"x4" posts eight feet long placed approximately 24" into the ground with a theft-resistant anchor bolt. Posts of brown or gray recycled composite material are best for more developed areas or approved treated wood posts. A single wooden signpost may be used in primitive areas (cedar is best). Postholes should be filled with either concrete or rocks and covered with compressed soil. Signs should be attached to the post using theft-resistant, corrosion resistant hardware such that the top of the sign is level and even with the tops of the signposts.

Markers of various colors, shapes, and sizes are useful for distinguishing between multiple trails and between different types of trails. However, it should be noted that a large number of people are unable to distinguish between different colors; therefore, trail intersections should be well-labeled using different symbols or text (on markers or signs) to signify different trails. Markers with arrows may be used to indicate major changes in direction along a trail.

Trail markings should be visible, yet unobtrusive, balanced according to the characteristics of the trail. In addition to indicating the trail route and reassuring users that they are on the trail, markers can also serve to influence the path taken by trail users, thereby helping to avoid trampling of fragile trailside vegetation and to prevent erosion.

- **Cost Projection:**

Kiosks

Metal Needed 6 of each

6 Corten Steel 7' x 3', \$210 each = Total Cost \$1,260

AND

6 Metal Signs 3' x 2', to attach to kiosks \$120 x 6 = Total Cost \$720

Trail Head Posts

24 Wooden Posts \$20 each = Total Cost \$480

Trail Head Anchors 12 for \$30, 2 Anchor Packs = Total Cost \$60

Metal Signage on Posts (7 per post) \$4 each \$28 total per post, 24 posts = \$672

Post Hole Digger = \$450

Directional Arrows

70 Metal Arrows \$20 each = Total Cost \$1,400

70 Attachment Posts \$16 each = Total Cost \$1,120

Safety Signs

Rectangle caution/safety/open & closed signs

30 Metal Signs \$15 for each = Total Cost \$450

30 Attachment Posts \$16 each = Total Cost \$480

Sign Maintenance: signs are highly visible and their maintenance or lack of maintenance leaves the visitor with a positive or negative impression about the trail and the park. Well-maintained signs convey a sense of pride and reduce vandalism while poorly maintained signs may contribute to a diminished visitor experience, including disorientation of trail users. To maintain trail signage in the Baird Creek Greenway the Baird Creek Preservation Foundation will do the following:

- Maintain a record of all signage, including location, type of sign, and photo.
- Inspect signs regularly, especially after each winter season, for weathering and visibility.
- Repair or replace damaged or missing signs as soon as possible.
- Secure loose or tilting signs in an upright position.
- Clear vegetation from around signs to maintain visibility.
- Review signage content to ensure continued relevance and accuracy.
- Obsolete, damaged, or surplus signs will be reused or recycled whenever possible.

Timetable: July 2018

Project Need:

It is important that trail users have access to information regarding trails to enhance their experience. Trail information can be disseminated in a wide variety of formats, including kiosks, brochures, websites, guidebooks, and on-trail signs and blazes. Even with good trail guides and websites available, trail signage is indispensable. If trail users are uncertain about trail location or direction, they may become disoriented, or they may create new trails that damage the environment and become a challenge to rehabilitate.

EVALUATION

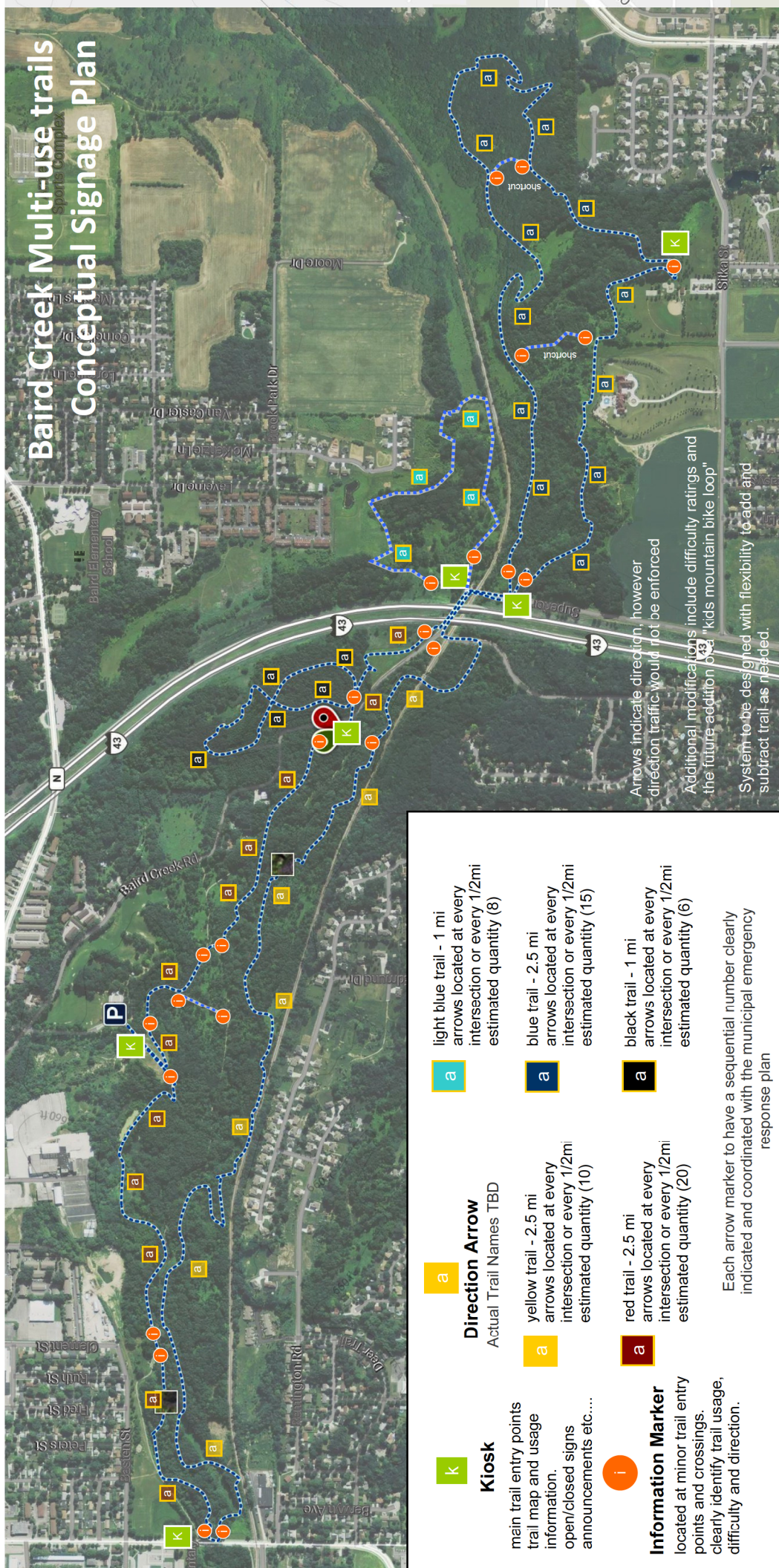
Measure of the Effectiveness of Project:

- trail users report more enjoyable experiences
- local law enforcement, firefighters, public safety officials rate trails as being or feeling safer
- trail users report feeling safer and report trails being easier to use
- the number of people using the trails and the frequency of use increases
- decrease the deterioration and destruction of trailside vegetation

Criteria for Success:

- improve the trail user experience
- enhance the safety of people, vehicles, and property
- increase comfort and confidence in navigating the trail system
- promote recreational trail use
- protect the environment by directing visitors onto designated trails, thereby helping to avoid trampling of fragile trailside vegetation and prevent erosion.

Baird Creek Multi-use trails Conceptual Signage Plan



- k

Kiosk

main trail entry points
trail map and usage
information.
open/closed signs
announcements etc....

i

Information Marker

located at minor trail entry
points and crossings.
clearly identify trail usage,
difficulty and direction.

a

Direction Arrow

Actual Trail Names TBD

a

light blue trail - 1 mi

arrows located at every
intersection or every 1/2mi
estimated quantity (8)

a

blue trail - 2.5 mi

arrows located at every
intersection or every 1/2mi
estimated quantity (15)

a

black trail - 1 mi

arrows located at every
intersection or every 1/2mi
estimated quantity (6)

Each arrow marker to have a sequential number clearly
indicated and coordinated with the municipal emergency
response plan

Arrows indicate direction, however
direction traffic would not be enforced

Additional modifications include difficulty ratings and
the future addition of a "kids mountain bike loop"

System to be designed with flexibility to add and
subtract trail as needed.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on a Wisconsin Public Service Easement at Edison Park for a new electric service for the ballfield and tennis court area.

BACKGROUND

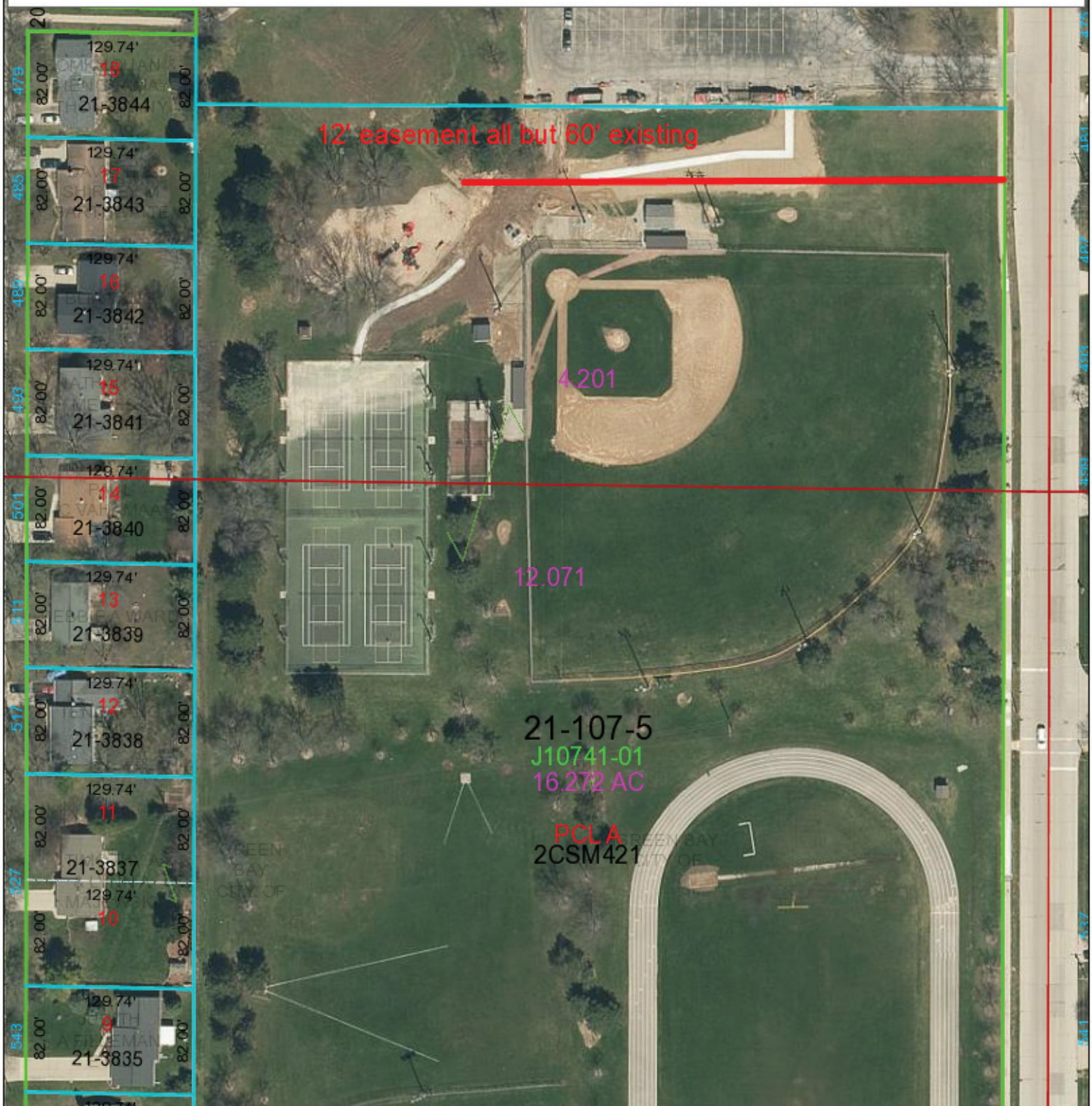
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. EdisonParkEasement
2. Easement Edison Park

<Title>



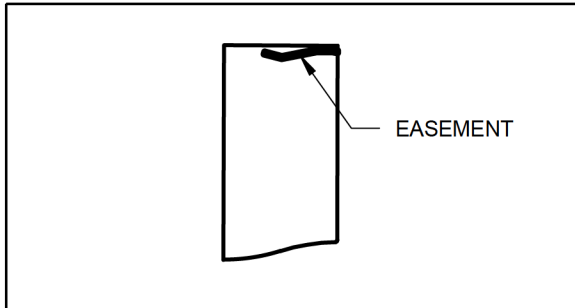
A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
Geographic Information System (GIS) data provided by: Brown County Planning & Land Services Department
Brown County is not responsible for user-drawn graphics that may have been added to this GIS base map.
This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

06/06/2018
Scale 1:1200

EXHIBIT "A"

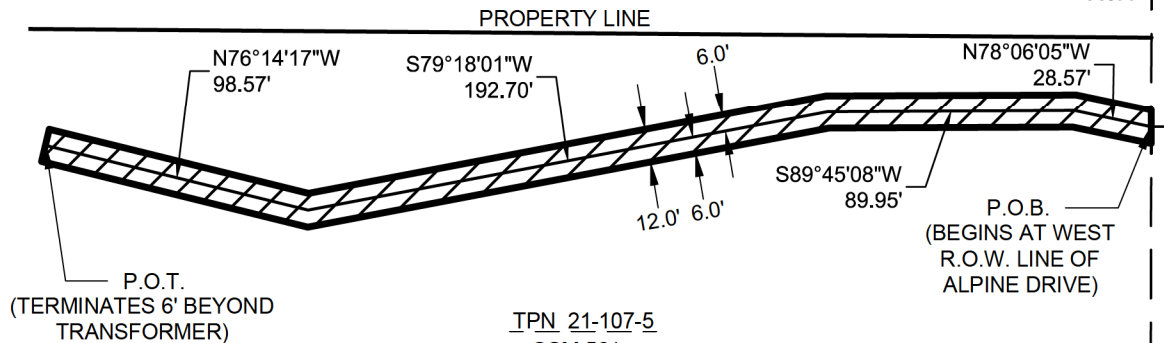
PART OF CERTIFIED SURVEY MAP NO. 561, RECORDED IN THE BROWN COUNTY REGISTER OF DEEDS
VOLUME 2 OF CERTIFIED SURVEY MAPS ON PAGE 421 AS DOCUMENT NUMBER 661441, BEING PART
OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER (NE 1/4 X SE 1/4), SECTION 4,
T23N, R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LOCATION MAP:
TPN 21-107-5



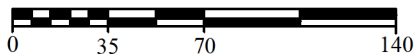
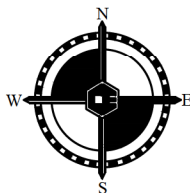
EASEMENT

NOT TO SCALE



TPN 21-107-5
CSM 561

NE1/4 X SE1/4
SECTION 4



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
TPN	TAX PARCEL NUMBER
	UTILITY EASEMENT

LEGAL DESCRIPTION FOR CENTERLINE OF A 12 FOOT WIDE UTILITY EASEMENT

Commencing at the East one-quarter (E 1/4) corner of Section 4, Town 23 North, Range 21 East; thence S00°07'11"W along the East line of said Section 4, a distance of 1059.98 feet; thence N89°52'49"W, a distance of 35.00 feet to a point on the West right-of-way line of Alpine Drive (being 70' wide), and the POINT OF BEGINNING (P.O.B.).

Thence N78°06'05"W, a distance of 28.57 feet; thence S89°45'08"W, a distance of 89.95 feet; thence S79°18'01"W, a distance of 192.70 feet; thence N76°14'17"W, a distance of 98.57 feet to the POINT OF TERMINATION (P.O.T.).

E 1/4 CORNER
T23N, R21E
SECTION 4

EAST LINE SEC. 4

1059.98'

S00°07'11"W 2624.38' (T)

1564.40'

R.O.W.

R.O.W.

ALPINE DR.
(70' WIDE R.O.W.)

SE CORNER
T23N, R21E
SECTION 4

Page 1 of 1

BEARINGS ARE BASED ON BROWN COUNTY COORDINATE SYSTEM



COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • NEGAUNEE • GREEN BAY
www.coleman-engineering.com

PREPARED FOR:

Wisconsin Public
Service Corporation



700 North Adams Street
P.O. Box 18001
Green Bay, WI 54307-9001
Phone: 800-450-7200 Fax: 920-431-4815

DATE: 6/21/18

WPS PROJ: WR 2647559

CEC JOB #: 18425

SKETCH SCALE: 1" = 70'



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action on hiring an engineering consultant to complete engineering bid documents for Colburn pool upgrades, which include replacing the pool mechanicals/gutter system and installing a pool liner.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action on the request to purchase a pull behind brush chipper from Vermeer Wisconsin for \$74,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 7-11-18 PARKS Brush Chipper



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Parks Committee
 FR: Rick Jensen, Purchasing Manager
 DT: July 11, 2018
 RE: Purchasing Report
 Cc: Dan Ditscheit, James Anderson, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase a pull behind brush chipper from Vermeer Wisconsin for \$74,000.

The following items were openly and competitively offered:

Parks Committee - Report of the Purchasing Manager				
DESCRIPTION and TERM IF A CONTRACT	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
Pull Behind Brush Chipper	426670-55140 Forestry Equipment Replacement	Vermeer Wisconsin	3	\$74,000

CITY OF GREEN BAY QUOTE SUMMARY

RFQ #3040

Pull Behind Brush Chipper

Dept: Parks	Req #123	VENDOR #1	VENDOR #2	VENDOR #3
Planholders: 3 Vendors	CC #020-022	LF GEORGE INC	LF GEORGE INC	VERMEER WISCONSIN
Issued: 4/18/18	Due: 5/2/18	De Pere	De Pere	Little Chute
		PRICE	PRICE	PRICE
Yr/Brand/Model Quoted:		18 Morbark-Beever M15R	18 Morbark-Beever M18RX-SA	2018 Vermeer BC1800XL
TOTAL:		\$ 67,532.50	\$ 71,485.00	\$ 74,000.00
Lead Time		30-60 Days	30-60 Days	In Stock or 4 Weeks
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30	Net 30
Accepts credit card payments:		No	No	Yes

Recommendation: Award to the lowest responsive, responsible vendor Vermeer Wisconsin for \$74,000.

Notes: The Morbark Beever M15R does not meet specifications. We specified a 19" chipping drum capacity and this unit is only 15". The Morbark M18RX-SA is unacceptable as operators are required to have a CDL licence.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # E.I.

Director's Report on updates and recent activities of the Parks, Recreation and Forestry Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 071118

PARKS, RECREATION, & FORESTRY COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, July 11, 2018

PARK DIVISION

- Summer is definitely here. All programs are full steam ahead. Daily projects such as field prep, mowing, shelter cleaning, shelter repair, vehicle repair, garbage pick-up, pool maintenance and many other tasks are keeping our teams running.
- Fire Over the Fox preparation and clean-up was just completed.
- Windy/stormy weather has added to our tasks as we have been picking up branches in dozens of City Parks all over town.

FORESTRY DIVISION

- Forestry Crews have been completing tree removals on both sides of town. Less than 100 trees remain our winter removal list. Crews have been assisting DPW and Water Department with tree and stump removals on road re-surfacing projects and water lateral replacements.
- Pruning crews have been working on the far west side in neighborhoods west of LaCount Rd.
- Stump grinding operations are in full swing. Crews started on the far west side this year and are progressing east. Currently crews are working in the Murphy Park and Colburn Park neighborhoods.
- EAB seasonal crew has been treating ash trees across the entire city. Roughly 1,800 trees have been treated so far. The final number of treated trees for 2018 is projected to be around 2,400. Monitoring traps have been deployed throughout the city. EAB activity is present throughout the city in varying levels. Traps will be checked in early August and then removed in September. The traps are used to monitor EAB populations to help us determine treatment and removal strategies in the coming years.
- A few storms have rolled through town in past weeks causing a lot of damage to trees. Most of the damage to street trees has been broken limbs.

DESIGN & DEVELOPMENT DIVISION

- **Baird Creek Greenway**
 - Staff has been working with the Baird Creek Preservation Foundation on a plan for signage throughout the Baird Creek Greenway.

- The Baird Creek Preservation Foundation has proposed implementing a beginner skills course for bikes within the greenway. Staff is working with them to develop a plan and select a location for this new amenity. This will be discussed at a future Park Committee meeting.
- **Baird Park – School Expansion**
 - The construction of the school is well underway.
- **Bay Beach Amusement Park – Ferris Wheel**
 - The engineering consultant continues work on the site work construction plans and specifications.
- **Colburn Pool**
 - Staff sent out a request for proposals to hire an engineering firm to complete the bid documents to replace all of the mechanical equipment for the pool and to add a liner to the pool basin. The proposals are due on July 10, 2018.
- **East River Trail Acquisition**
 - An appraiser was hired to assess the value of 601 St. George Street for the expansion of the East River Trail.
 - The Law Department is working with American Foods to finalize the temporary lease agreement which will allow them to construct a driveway through Park property to University Avenue. This will be a temporary lease until the property trade is finalized.
- **East River Optimist Park**
 - Wisconsin Public Service has begun work on the design for the electric service for the new concession stand.
 - The Optimist Group is gearing up to begin construction on the concession stand within the next 1-2 months.
 - The engineering consultant is about 75% complete with the design of the new parking lot, walks and stormwater management.
- **Eisenhower School Expansion**
 - The construction of the school addition is well underway.
- **Ken Euers Habitat Restoration Project**

- Ducks Unlimited met with staff to review the preliminary engineering plans for the construction of the water fowl and northern pike spawning habitat restoration project. They would like to begin construction yet this year.
- **John Muir**
 - A memorial bench was installed near the park shelter.
- **Pocket Park**
 - Staff is nearly completed with the construction documents and will be bidding out the project soon.
 - Sculptural playground equipment has been ordered for the project.
 - SMET will begin work on their portion of improvements adjacent to the park within the next few weeks.
- **Red Smith**
 - Staff should be receiving the 100% plans for the shelter addition this week. Construction is planned to begin after the summer playground program is completed.
- **Whitney Park**
 - The design for the ornamental lighting project is completed. Staff will bid out this project in the next few weeks.
- **Wildlife Sanctuary 4K Addition**
 - The groundbreaking ceremony for the new 4K addition to the Nature Center will be on July 16 at 1:00 PM.

RECREATION DIVISION

- The summer Playground Program is going well. Upcoming events this year include the following:
 - July 11-City Wide Games Day
 - July 12-Special Event-Occupations
 - July 17 & 18-Preliminary Talent Shows
 - July 19-Sports Tournament
 - July 24-City Wide Talent Show
 - July 31-KK Parade & Kiddie Karnival
- Tennis lessons for Adults and Youth are currently being conducted.

- Adult Football League resident registration process began on July 2, 2018.
- Permits are being prepared for Youth & Adult Soccer, Cross Country, Ultimate Frisbee, and Football.
- Adult Sailing classes for this year will be available on July 10 for Adults and July 12 for Youth.
- The Pickleball Challenge will be held on July 14, at Edison Middle School.
- Adult Softball Leagues are starting post season. We are offering Men's Slow-pitch, Co-Ed Slow-pitch and Men's Modified softball leagues which are held at various sites. We have 63 teams registered.
- The Crazy Mud Mayhem Run on Saturday, June 23 at Triangle Sports Area had approximately 400 participants.
- The Glow Zumba event will be held Friday, July 27 at Leicht Park from 8:30-10:00 p.m. Glow bracelets and necklaces will be given out to participants.
- This year's 5th annual LEGO event will take place at the Bay Beach Pavilion on July 28 and 29. Members of KLUG (Kenosha LEGO Users Group) will be displaying large LEGO creations including a LEGO Amusement Park. Contests will be held for different age groups for a timed LEGO build based on an amusement park theme, highest DUPLO Tower, and an open category. There will also be face painting by Mischief & Magic. To participate in a contest there is a fee of \$1.00 or \$5.00.
- We are currently taking registrations for fall adult softball, table tennis, and kickball.
- This year's 4th Annual FIT in the Parks schedule has been released and classes begin on Monday, July 16.
- This year's 4th Annual FIT Fest takes place at Leicht Park on Saturday, July 14.
- The GB Parks Rx program is underway. The newly designed logs have been distributed and we are seeing record numbers coming in. We will be drawing our first set of summer winners this week. Prizes this year will be a choice of sports equipment, including basketballs, tennis racquets and swim goggles.

AQUATICS

- The outdoor pool season is underway at Resch and Joannes Aquatic Centers and Colburn Pool.
- Colburn Pool has seen a great increase in attendance due to hot temperatures and the additions of the inflatables and other fun toys.

- Session 2 outdoor swim lesson program begins on July 9 at all three outdoor pools. Levels 1A-7, Parent-Child and Adult lessons are all being offered session 1.
- The second GB Freebie will take place on Monday, July 9 in the evening at all three pools.
- We will have our first pop-up fitness class at Colburn Pool on Monday, July 9. This class will be a family-friendly water exercise class set to music. This class will take place during GB Freebie so the class will be free to all Green Bay Residents.
- We are still hiring lifeguards to fill full time vacancies.

SPECIAL FACILITIES

- **Bay Beach**
 - Orientations continue for returning and new staff. 202 employees have participated and completed orientations already this year. 16 more staff will be attending next week.
 - Training continues in all areas.
 - If our recent hiring candidates return their paperwork, we would then hope to be fully staffed.
 - The Concessions area has continued to run smoothly.
 - Warm, humid weather has had an effect on attendance. It is slightly lower than the last year.
 - Shelter rentals have been full or close to full every weekend and we have seen an increase in Bay Beach catering requests.
 - Management is registered for the International Association of Amusement Parks and Attractions (IAAPA) conference for November.
 - Jason has completed and passed the ServSafe Certification.
 - Movie nights for this year are scheduled for July 12, 19, and 26. We are going to try to add events prior to the movies to increase attendance.
 - Planning for Elvis Night (August 8, 2018) has begun and we are expecting a larger crowd again this year.
- **Metro Boat Launch**
 - The launch continues to have increased traffic and is busy throughout the week.

- **Triangle Sports Area**

- Rentals are being utilized.
- Disc Golf continues to bring in park attendees.

WILDLIFE SANCTUARY

- **Projects**

- Duck, cougar, vulture and other exhibits have been installed recently.
- Forestry divisions assisted WLS Rangers in the removal of trees in Nature Center addition area.
- Trail mowing and garden bed weeding continues with summer help.

- **Programs**

- Kid's Day events were well attended.
- Summer Camps are in full swing and we continue to take registrations.
- Excessive heat is reducing attendance during the heat waves.

- **Public Relations**

- Media coverage of our cooperative message with the EDNR to leave "Wildlife Babies in the Wild" continues.
- We continue to promote summer camps and other programs.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 11, 2018

PREPARED BY

AGENDA ITEM # E.2.

The next Park Committee meeting is scheduled for August 15, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None