



AGENDA OF THE PARKS COMMITTEE

**WEDNESDAY, FEBRUARY 13, 2019, 5:00 PM
CITY HALL, ROOM 207**

**(Immediately following Improvement & Services Committee
which begins at 4:00 PM.)**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on the approval to purchase playground equipment for East River Van Beaver Park and Fort Howard/Jefferson Park from Northland Recreation for a total cost of \$110,000.
2. Consideration with possible action on the review of the bids and funding sources for the City Hall elevator replacement.
3. Consideration with possible action on the review and approval of the Parks, Recreation & Forestry Department's 2019 Capital Improvements Plan request.
4. Consideration with possible action on a proposed Danz Park/School property trade with the Green Bay School District.
5. Consideration with possible action on the approval of the Park, Recreation and Forestry Department policy for promoting private fundraising efforts on the Parks webpage for City Park projects.

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 February 27, 2019.

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 Common Council will attend this Parks Committee meeting and will constitute a meeting of the Common Council 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

February 13, 2019

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on the approval to purchase playground equipment for East River Van Beaver Park and Fort Howard/Jefferson Park from Northland Recreation for a total cost of \$110,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RFP #3122 Intent to Award Notice
2. ER Van Beaver Park
3. Fort Howard Park



February 8, 2019

RE: RFP No. 3122
Playground Equipment for 2 Parks– East River
Van Beaver Park and Fort Howard Park

The evaluations of the proposals received have been completed. The award recommendation of the highest scoring proposal for the following playground equipment projects will be as follows:

- 1) East River Van Beaver Park – Award to Northland Recreation (Option #2) for \$55,000.
- 2) Fort Howard Park – Award to Northland Recreation (Option #2) for \$55,000.

A copy of the proposal scoring summary is attached. This recommendation will be brought for approval before the Redevelopment Authority on February 12, 2019 and the Park Committee on February 13, 2019.

These meetings are open to the public and attendance is not required. As the location and time may change, please confirm the date, time and room if you plan to attend.

Thank you for your time and effort on your proposal you submitted and also for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Jackie Krawze, CPPB
Buyer

Attachment

cc: Kaurie M. – Parks, Recreation & Forestry Department
Dan D. – Parks, Recreation & Forestry Department
Rick J. – Purchasing Department

#3122 RFP Scoring & Price Summary

2 PLAYGROUNDS (East River Van Beaver & Fort Howard Parks)

RFP #3122

ISSUED: 12/13/18 DUE: 1/30/2019

CC: 65000

Scoring Criteria & Points

Evaluation Team Total Possible Points	East River Van Beaver Park MINIMUM SPECIFICATIONS Proposals not to exceed \$55,000	Highest Score	----->	----->	Lowest Score
		Northland Recreation Option #2	Lee Recreation	Northland Recreation Option #1	MN/WI Playground
15	Number of Components	15	13	14	13
25	Originality	23	21	20	16
55	Play Value	50	48	45	44
5	Warranty	3	5	3	2
100	Vendor Scores (Total possible points = 100)	91	87	82	75

Award East River Van Beaver Park to Northland Recreation for a total cost of \$55,000

Evaluation Team Total Possible Points	Fort Howard Park MINIMUM SPECIFICATIONS Proposals not to exceed \$55,000	Highest Score	----->	----->	Lowest Score
		Northland Recreation Option #2	Lee Recreation	Northland Recreation Option #1	MN/WI Playground
15	Number of Components	14	15	12	10
25	Originality	21	19	21	17
55	Play Value	52	47	48	41
5	Warranty	3	5	3	2
100	Vendor Scores (Total possible points = 100)	90	86	84	70

Award Fort Howard Park to Northland Recreation for a total cost of \$55,000

NOTES:

This was a proposal process with a budget amount not to exceed \$55,000 for East River Van Beaver Park and \$55,000 for Fort Howard Park.

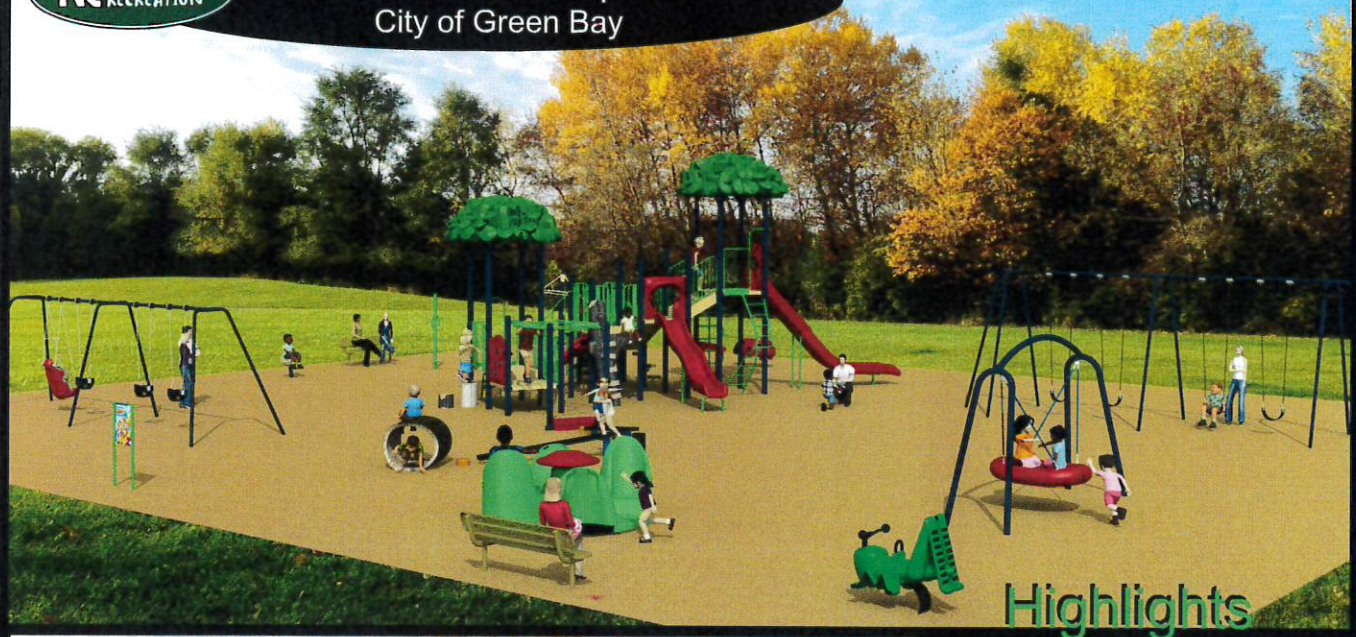
The evaluation team consisted of the Park, Recreation and Forestry Department Staff (3 members).

This proposal process started in December 2018. Proposals were due on 1/30/19. 2/4/19 the evaluation team met to view & score all proposals, designs and playground photo/poster presentation boards.

Award Recommendations:

Award to the highest scoring vendor that provided the best design solution for per each park project.

Van Beaver Park - Option # 2
City of Green Bay



Raft Swing



Scarlet
Lady Bug
Spring
Rider



Revolution Spinner



General Notes:

Age Group
☐ 5-9y ☒ 10-12y ☐ 12-16y ☐ 17-21y

1. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
2. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
3. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
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6. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
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8. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
9. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.
10. This equipment was designed and built to comply with the applicable portion of the **ASTM F1487** Standard Specification for Public Use and the **CPSC Handbook for Public Playground Safety**.

Project:
 . WI
 LTCPS rep:
 Ericke Nutter
 Northland Recreation
 (262) 313-8636

Ground Space: 79'-6" x 84'-0"
Protective Area: 83'-6" x 97'-6"

Drawn by: Erica Stoltz
Date: 1/9/2019
DWG Name: R0224_43451333337

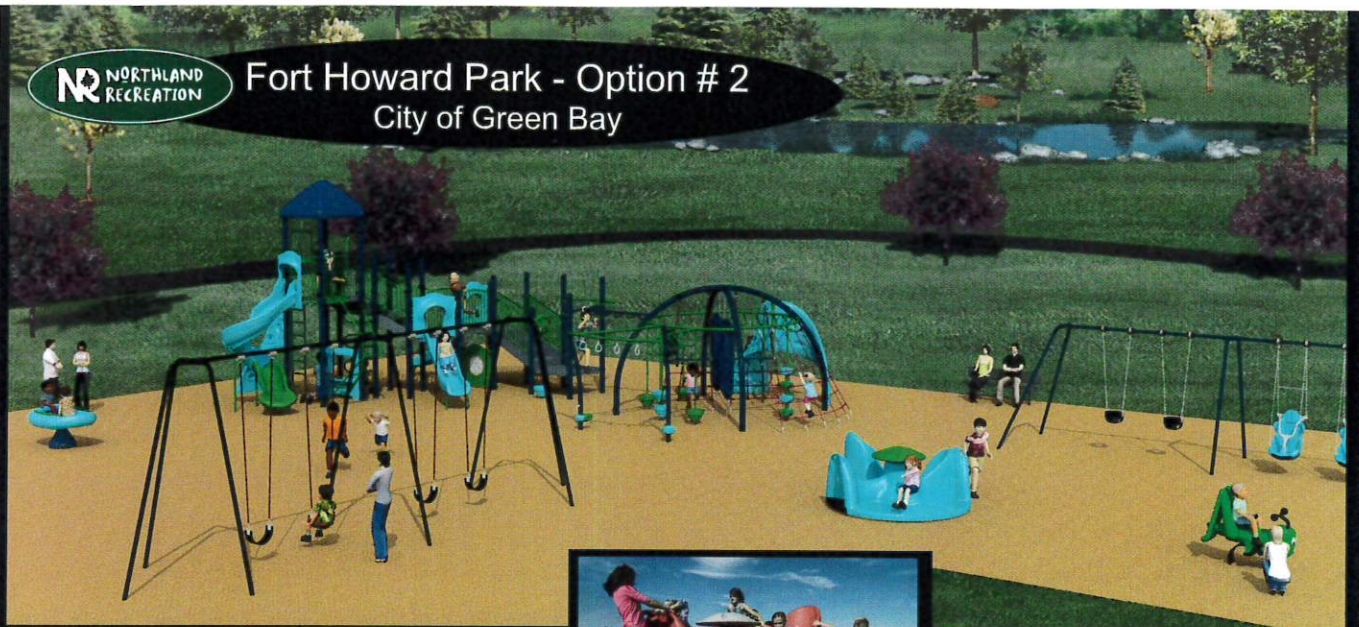
LTCPS - Information
 978 East Highway 460
 Mount, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-534-2273

ASTM F1487 - Playground Equipment for Public Use

CPSC Handbook for Public Playground Safety

Little Trees COMMERCIAL

Playgrounds Fun & Easy!



Revolution Spinner



General Notes:

Age Group

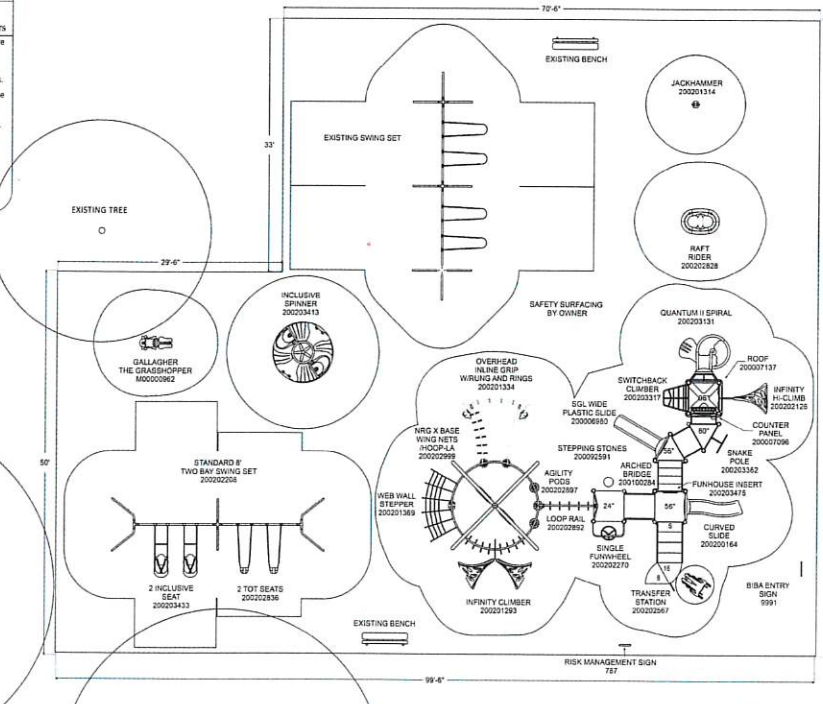
☐ 2-5yrs ☒ 6-12 yrs ☐ 13-17yrs

1. The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
2. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
3. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
4. All deck heights are measured from top of ground cover.
5. Fall absorbing ground cover is required under and around all play equipment.
6. The minimum recommended fall zone around the entire playground is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border materials, etc.).
7. All post heights are identified by text showing the post heights, i.e. 58" represents a 58" high post.
8. Not all equipment may be appropriate for all children. Supervision is required.



Inclusive
Swing Seat

EXISTING TREE



Jackhammer

Project: Fort Howard Playground
Option #2

LTCPS rep:
Ericka Steltz
Northland Recreation
(262) 313-8636

Ground Space: 91'-0" x 75'-0"
Protective Area: 98'-6" x 81'-6"

Drawn by: Ericka Steltz
Date: 1/9/2019
DWG Name: R0324_43462506438

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

- ☒ ASTM F1487 - Playground Equipment for Public Use.
- ☒ CPSC Handbook for Public Playground Safety



The play components identified in this plan are PEMA certified. The use and layout of these components conform to the requirements of ASTM F1487.

LEED points for
this structure
1





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 13, 2019

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on the review of the bids and funding sources for the City Hall elevator replacement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

Tuesday, January 22, 2019

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Bid Bond
ZEISE CONSTRUCTION CO., INC.	\$833,595	\$26,950	\$11,700	\$30,100	5%
Any questions, call 920-448-3100					



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 13, 2019

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on the review and approval of the Parks, Recreation & Forestry Department's 2019 Capital Improvements Plan request.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2018 Grants and Donations
2. 2018 Project List Final
3. 2019 CIP I

Park Department Grants Received in 2018

	Grant Total	Location	Description	Grant Sponsor
1	\$200,000	Bay Beach Amusement Park	Bay Beach Pier Construction	Natural Resource Damage Assessment Grant
2	\$150,000	Fort Howard/Jefferson Park East River Van Beaver Park	Playground Replacement	Community Development Block Grant
3	\$17,500	Whitney Park	Anchor Base and Conduit Installation for Ornamental Lighting	Excess Stadium Tax Grant
4	\$7,500	Various Parks	Tree Planting	2018 Wisconsin RPCs & WDNR Great Lakes Basin Tree Planting Program
	\$375,000	Grand Total for all Park Department Grants Received in 2018		

Park Department Donations Over \$5,000 Received in 2018

	Donation Total	Location	Description	Donor Sponsor(s)
1	\$154,000	Baird Creek Greenway	Donation of 154.2 Acres	Brown County
2	\$60,000	Wildlife Sanctuary	2018 Interns, Events, RPAWS	Friends of Wildlife Sanctuary, FOWLS
3	\$17,500	Whitney Park	Anchor Base and Conduit Installation for Ornamental Lighting	Various Donors
4	\$15,000	East River Optimist Park	Infield Improvements	Green Bay Youth Baseball
5	\$12,000	Colburn Park	(4) Sets of Bleachers	Green Bay Youth Baseball
6	\$10,000	Wildlife Sanctuary	Memorial Benches, Trees, Bricks	Friends of Wildlife Sanctuary, FOWLS
7	\$9,000	Baird Creek Greenway	Baird Creek Invasive Removal/ Native Plantings 2 Interns	Baird Creek Preservation Foundation
8	\$7,600	Various Locations	Memorial Benches	Various Donors
9	\$6,000	Whitney Park	Dog Exercise Area Agility Equipment	Various Donors
10	\$6,000	Wildlife Sanctuary	Trout stocking of Lagoons	Friends of Wildlife Sanctuary, FOWLS
11	\$5,000	Wildlife Sanctuary	General Funding	Oneida Tribe of Wisconsin
	\$302,100	Grand Total for all Park Department Donations over \$5,000 Received in 2018		

	\$677,100	Grand Total for all Park Department Grants / Donations over \$5,000 Received in 2018
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Park Department Donations Under \$5,000 Received in 2018

	Location	Description	Donation Sponsor
1	Baird Creek Greenway	Boardwalk Construction	Eagle Scout Project
2	Baird Creek Greenway	Greenway Cleanup	BC Preservation Foundation & Volunteers
3	Baird Creek Greenway	Guided Hikes	Baird Creek Preservation Foundation
4	Baird Creek Greenway	Mountain Bike Trail Maintenance	Baird Creek Mountain Biker Group
5	Baird Creek Greenway	Volunteer Planting and Invasive Removal	Baird Creek Preservation Foundation
6	Baird Creek Greenway	(2) Wood Duck Houses	Baird Creek Preservation Foundation
7	Bay Beach Amusement Park	Free Ride Day	Preble Optimist Foundation
8	Bay Beach Amusement Park	Memorial Bricks	Various Donors
9	Downtown Streetscapes	Planter Planting and Maintenance	On-Broadway, Downtown Green Bay Inc.
10	East River Optimist Park	Dugouts & Batting Cages	Optimist Club of Green Bay/East Side Baseball
11	Edison and Perkins Parks	Ballfield Improvements	East High, Preble High, Green Bay Babe Ruth
12	Fox River Trail	Bike Repair Station	Resident Donation
13	Fisk Park and Seymour Park	Community Garden Program	West High and Seymour Neighborhood Assoc.
14	Muir Park	Tree Planting	Boy scout Troop #4090
15	Navarino Park	Artistic Birdhouses	Resident Donation
16	Recreation Program	Bike Rodeo and Free Bike Helmets	Brown County Sherriff's and Various Groups
17	Recreation Program	Fit in the Parks/FITfest	Various Sponsors and Donations
18	Recreation Program	Kiddie Carnival Donation	Various Organizations
19	Recreation Program	Kids Day Donations	Various Organizations
20	St. James Park	(1) Arbor Day Tree	Ladybug Club
21	Various Locations	Donation of 35 Trees	Green Bay Packer First Down for Trees
22	Various Locations	Park Clean Up/Maintenance	Various Groups
23	Veteran's Memorial Park	Planted Perennials	Nielsen Volunteers
24	West Side Trail	Plant Maintenance and Trail Clean Up	Family/Friends of Sgt. Benjamin Edinger
25	Wildlife Sanctuary	Animal Care Volunteers	Individual Volunteers, Globe University Students
26	Wildlife Sanctuary	Autumn Adventure	Thursday Morning Breakfast Optimist Club
27	Wildlife Sanctuary	Bird City Tree Planting and Buckthorn Removal	Various Volunteers
28	Wildlife Sanctuary	Children/Handicap Fishing	UWGB Student Fishing Club
29	Wildlife Sanctuary	Easter Event	Friends of the Wildlife Sancturay, FOWLS
30	Wildlife Sanctuary	E-Recycling Drives (3 Total)	Friends of the Wildlife Sancturay, FOWLS
31	Wildlife Sanctuary	Gift Shop Volunteers - Fridays Year Round	Friends of the Wildlife Sancturay, FOWLS
32	Wildlife Sanctuary	Frosty Family Fun Night	Friends of the Wildlife Sancturay, FOWLS
33	Wildlife Sanctuary	Halloween Event	Friends of the Wildlife Sancturay, FOWLS
34	Wildlife Sanctuary	Landscape Maintenance	ATC & Prevea Volunteers, St. Norbert College Students, NDA and other Student Groups
35	Wildlife Sanctuary	Spring and Fall Astronomy Nights	Green Bay Astronomy Club

36	Wildlife Sanctuary	Spring and Fall Bird Hikes	Bay Area Bird Club
37	Wildlife Sanctuary	Spring Wings International Migratory Bird Festival	FOWLS - Friends of the Wildlife Sanctuary
38	Wildlife Sanctuary	Trail Maintenance	Humana & United Health Care Volunteers
39	Wildlife Sanctuary	Trail Maintenance 4 Times Per Year	UWGB Outward Bound
40	Wildlife Sanctuary	Walk For Wildlife Event	Friends of the Wildlife Sancturay, FOWLS
41	Wildlife Sanctuary	Animal Rehabilitation Volunteers	10,000 hours for 100 Individuals
42	Wildlife Sanctuary	Wood Duck Nest Box Maintenance	Delta Waterfowl Association

Approved Donated Projects Not Constructed Yet (Will be Accounted For in 2019 Donation List)			
	Location	Description	Donation Sponsor
1	Baird Creek Greenway	Bridge Donation	Baird Creek Preservation Foundation
2	Baird Creek Greenway	Signage	Baird Creek Preservation Foundation
3	Bay Beach Amusement Park	Large Ferris Wheel	Friends of Bay Beach Amusement Park
4	Bay Beach Amusement Park	Beach Shoreline Improvements	Various Grants and Donations
5	Colburn Park	Batting Cages, Pitching Bullpens and Bleachers	West Side Youth Baseball
6	East River Optimist Park	Concession Stand Construction	Optimist Club of Green Bay
7	Various Locations	Recreation Programming Trailer	Leadership Green Bay
8	Wildlife Sanctuary	4K Nature Center Addition	FOWLS - Friends of the Wildlife Sanctuary

PARK PROJECTS COMPLETED IN 2018

Paving

1	Perkins Park	Relocate tennis courts
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Trail

2	Fox River Trail	Replace trail from Main Street to WPS
3	East River Trail	529 St. George Street was demolished

Shelters

4	Bay View	Replace soffit and fascia
5	Edison Park	Replace lower shelter roof
6	Wilder Park	Replace siding
7	McAuliffe Park	Replace exterior doors
8	Fireman's Park	Replace restroom door
9	Park Shop	Replace windows
10	Park Shop	Insulate, heat and vent vehicle storage building
11	Triangle Hill	Constructed a storage shed and replaced windows
12	Various Parks	Replaced lighting with LED fixtures in 7 shelters

Athletic fields

13	Arnie Wolff Sports Complex	Complete concession stand restrooms
14	Beaver Dam Park	Relocate fields #2 and #3
15	Beaver Dam Park	Sports lighting
16	East River Optimist	Ballfield dugouts

Aquatics

17	Colburn Pool	Installed pool inflatables
18	Resch Pool	Replaced pool filter

Electrical

19	CityDeck	Replace lighting with LED
20	Edison Park	Baseball field electric upgrade

Misc. Projects

21	Various Parks	Spray and mow phragmites
22	Replace Bubblers in Parks - 3 Per Year	Various parks, \$1,400 wall, \$3,100 standing
23	Edison Park and Beaver Dam Park	Rebuild two hockey rink dash board systems

Forestry

24	First Down For Trees	Plant trees throughout the City
25	Emerald Ash Borer Biological Control Program	Bug release program

Wildlife Sanctuary

26	Added a second 4K classroom in the existing Nature Center Building	
27	Constructed a new boardwalk section behind the Nature Center	
28	Repaired duck exhibit	
29	Repaired/replaced all broken building lights.	

Bay Beach Amusement Park

30	West End Train Ride and Train Storage Building	
31	East End Shelter Men's Restroom Renovation	
32	New bumper car concession stand and outdoor dining terrace	

City Hall

33	6th Floor Renovation	
34	Staff breakroom renovation	

FUNDED PARK PROJECTS IN PROCESS

Paving

1	Arnie Wolff Sports Complex	Parking Lot expansion
2	East River Optimist Park	Relocate cul-du-sac and parking lot, add walks
3	Triangle Hill	Parking lot modifications near new tow rope
4	Red Smith Park	Add central walk
5	Various Parks	Replace perimeter sidewalks (Some are complete)

Trail

6	Baird Creek Trail	Install pedestrian bridge
7	East River Trail Expansion	Continue property acquisition
8	East River Trail Expansion	Construct new trail from Baird St. to Irwin Ave.
9	East River Trail Expansion	Canoe/Kayak Launch

Shelters

10	Red Smith Park	Shelter restroom and storage room addition
11	Seymour Park	Replace siding
12	Fisk Park	Replace windows
13	Whitney Park	Replace roof
14	East River Optimist Park	Install concession stand with restroom

Athletic fields

15	Colburn Park	Add batting cages, bullpens, bleachers
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Playground Replacement

16	East River Van Beaver Park	Replace playground, install ADA walk
17	Fort Howard/Jefferson Park	Replace playground, install ADA walk

Aquatics

18	Colburn Pool	Renovate pool
19	Joannes Pool	Replace pool grates

Electrical

20	Whitney Park	Ornamental lighting (Underground work complete)
21	Eighth Street	Add site lighting

Misc. Projects

22	Pocket Park	Install new park
23	Ken Euers	Install Waterfowl Nesting Habitat Area
24	Colburn Park and Perkins Park	Replace the hockey boards
25	Replace Bubblers in Parks - 3 Per Year	Various parks, \$1,400 wall, \$3,100 standing

Forestry

26	First Down For Trees	Plant trees throughout the City
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WLS

27	Nature Center Addition	
28	Replace HVAC in the three buildings and replace the Otter exhibit filter	
29	Replace flooring in Nature Center	
30	Rebuild the Habi-trek Archway	
31	Add a walk in freezer	
32	Replace exterior wood staircase at Nature Center	
33	Replace asphalt walks around bird exhibit	
34	Complete woodwork shop in open space in Maintenance Building 1	
35	Rebuild sections of the Chipmunk Trail and other boardwalks	

Bay Beach Projects

36	Beach, pier, shoreline walk and parking lot construction	
37	Ferris Wheel Installation	

City Hall

38	Elevator Renovation	
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GREEN BAY PARK, RECREATION & FORESTRY DEPARTMENT

2019 CAPITAL IMPROVEMENTS PLAN

Projects	Staff Requested Bonding	Park Committee Modifications	Finance Committee	Approved Bonding
Athletic Fields				
Colburn Park - Construct 2 new ballfields	\$350,000			
Colburn Park - Sports Lighting for 2 Ballfields	\$300,000			
SUBTOTAL	\$650,000	\$0	\$0	
Sport Courts				
Colburn Park - Relocate hockey rink / replace lighting	\$80,000			
SUBTOTAL	\$80,000	\$0	\$0	
Special Facilities				
Wildlife Sanctuary - Aviary Replacement	\$100,000			
Edison Park - Pickleball Court Installation	\$50,000			
Hockey Rink Board Replacements	\$25,000			
Wildlife Sanctuary - Boardwalk Lumber	\$25,000			
SUBTOTAL	\$200,000			
Buildings and Shelters				
Park Shop - HVAC System Replacement	\$70,000			
SUBTOTAL	\$70,000			
TOTAL PARK PROJECTS	\$1,000,000			
City Hall				
Elevator Replacement	\$570,000			
Boiler Repairs	\$20,000			
Engineering Consultant for Electrical Service Upgrade	\$50,000			
SUBTOTAL	\$640,000			
Equipment Replacement				
Radio System Replacement	\$110,000			
3/4 Ton 4x4 Truck with Tommylift	\$35,000			
3/4 Ton 4x4 Truck with Plow	\$37,000			
1/2 Ton 4x4 Extended Cab with Tommylift	\$33,000			
3/4 Ton Regular Cab 4x4 with Tommylift	\$35,000			
72" Deck Mower	\$20,000			
26,000 GVW Flat Bed Truck	\$94,000			
33,000 GVW Truck with Chipper Box	\$104,000			
3/4 Ton Regular Cab 4x4 with Body and Crane	\$44,000			
SUBTOTAL	\$512,000			
TOTAL ALL PROJECTS AND EQUIPMENT REPLACEMENT	\$2,152,000			



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 13, 2019

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on a proposed Danz Park/School property trade with the Green Bay School District.

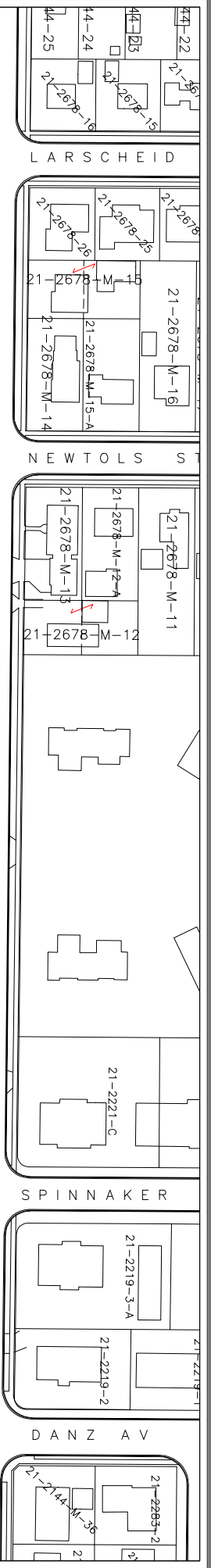
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Danz Site Plan I 19
2. Danz Land Exchange Agreement with City rev I.18
3. Exh A



BASTEN STREET

LARSCHEID

NEWTOLS ST

SPINNAKER

DANZ AV

DANZ AVENUE

LEGEND

- PARK PROPERTY
- PARK PROPERTY TO DEED TO SCHOOL
- SCHOOL PROPERTY



GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

DANZ PARK/SCHOOL
PROPOSED PROPERTY TRADE



SCALE: 1"=160'-0"
0 40 80 160'

DATE DRAWN: NOV 2017
LAST REVISION: DAN-PROP117
PAGE 1 OF 1

LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (“Agreement”) is made as of the ____ day of _____, 2019, by and between the CITY OF GREEN BAY, a body corporate organized under the laws of the state of Wisconsin (“City”), and the GREEN BAY AREA PUBLIC SCHOOL DISTRICT, a Wisconsin school district (“GBAPSD” or “District”) (hereinafter referred to individually as “Party,” and collectively as “Parties”).

BACKGROUND

WHEREAS, in the 1950s, the Danz family entered into a land contract to convey certain property to the Town of Preble, now known as the City of Green Bay; and

WHEREAS, at that time, the public school system was a “city school district” operated by the Township called Joint School District No. 1; and

WHEREAS, in the 1980s, the Green Bay Area Public School District was created pursuant to mandate of Wis. Stat. § 120.58(2), and was the successor to Joint School District No. 1; and

WHEREAS, certain parcels of real estate were transferred by the City of Green Bay to the Green Bay Area Public School District as part of the above-referenced mandate; and

WHEREAS, the Parties have always operated under the understanding that the City was the lawful owner of the property commonly known as Danz Park, located in the City of Green Bay, Brown County, Wisconsin, which is part of Brown County Parce No. 21-296-2 and that the District was the lawful owner of the parcel of land commonly known as Danz Elementary School, located in the City of Green Bay, Brown County, Wisconsin, which includes Parcels 21-296, 21-296-1, and part of 21-296-2; and

WHEREAS, the Parties have discovered some inaccuracies in land records concerning the boundary lines between the properties of Danz Park and Danz Elementary School. Land records reflect that the District owns a portion of the property known as Danz Park, and the City owns a portion of the property known as Danz Elementary School; and

WHEREAS, both Parties acknowledge a necessity and desire to correct land records in order to accurately reflect ownership of their respective parcels; and

WHEREAS, both Parties acknowledge a necessity and desire to redefine boundary lines for an upcoming addition to Danz Elementary School; and

WHEREAS, the City and the District wish to exchange certain portions of their existing properties subject to the terms of this Agreement set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

I. Exchange Property.

- A. The City and the District agree to jointly retain the services of a surveyor to prepare a Certified Survey Map of Parcel Nos. 21-296, 21-296-1, and 21-296-2. It is the parties' intention for the Certified Survey Map to dictate boundaries for each of the parcels as outlined on Exhibit A attached hereto.
- B. The City and the District agree that the boundary lines for each of the parcels shall be redefined in order to allow for the upcoming addition to Danz Elementary School.
- C. The City agrees to convey, and the District agrees to accept from the City, the portion of Parcel Nos. 21-296, 21-296-1, and 21-296-2 designated as part of the "School" on Exhibit A attached hereto, and as dictated by the Certified Survey Map.
- D. The District agrees to convey, and the City agrees to accept from the District, the portion of Parcel No. 21-296-2 designated as part of the "Park" on Exhibit A attached hereto, and as dictated by the Certified Survey Map.

II. Purchase Price. The Parties agree that the transaction described herein by this Agreement is an even exchange, subject to the obligations of the Parties as set forth herein.

III. Closing.

- A. The Parties understand and agree that a Certified Survey Map (CSM) will be completed in order to convey the parcels herein described. The Parties shall each be responsible for payment of one-half (1/2) of the total cost of CSM preparation and recording.
- B. Upon execution of this agreement and completion of the CSM, each Party shall convey to the other Party by Quit Claim Deed the property described in Sections I(B) and I(C) of this Agreement, respectively, free and clear of all liens, encumbrances, encroachments, and special assessments levied or assessed. The City will be responsible for any and all fees associated with the recording of the Quit Claim Deed to be delivered by the District pursuant to this Agreement. The District will be responsible for any and all fees associated with the recording of the Quit Claim Deed to be delivered by the City pursuant to this Agreement.
- C. The Parties mutually warrant and represent that no brokers or agents have been employed or retained by either Party in connection with the negotiation or consummation of the matters contemplated by this Agreement and that neither Party shall become obligated to pay any commission of any kind or nature to any broker or agent upon the closing of this agreement.

IV. Dedications and Easements.

- A. It is mutually understood and agreed that the exchange properties referenced in this Agreement may be subject to easements for public water and sewer utilities, gas and electric utilities, telecommunication utilities and other installation and fixtures.

- B. After the date of this Agreement, but prior to Closing, the Grantor Party shall not dedicate, gift, transfer, mortgage, or convey any interest in Grantor Party's exchange property without written consent from the Grantee Party, which may be withheld for any reason.

V. Condition of Exchange Property.

- A. Each Party represents that their respective exchange property is fully compliant with all applicable laws and governmental regulations and that there are no known violations of any environmental or other governmental regulations affecting their respective exchange property.
- B. Each Party acknowledges that its representatives or agents have examined the exchange properties prior to entering into this Agreement. This Agreement is based upon this inspection and not upon any representation or warranties or conditions by the Grantor Party or its agents. Each party acknowledges that they are conveying their Exchange Property on an "as is" basis, except for the warranties and representations as provided in this Agreement.

VI. Additional Provisions.

- A. Further Assurances. Each Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, documents as may be necessary or property to effectuate the covenants, contingencies and agreements herein provided. The District and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement and to provide quality and efficient development of the sites for both the City and the District.
- B. Time is of the Essence. Both Parties agree that time is of the essence under this Agreement.
- C. Reasonable Rules and Regulations. The District and the City shall each have the right to promulgate reasonable rules, restrictions and regulations governing the use, maintenance, operation and enjoyment of their respective Parcels, so long as the rules, restrictions, and regulations are of general applicability and are not designed or implemented in such a manner so as to discriminate against the other Party to this Agreement or that Party's Users. Each Party to this Agreement agrees to honor any rules, restrictions and regulations promulgated under this Agreement by the other Party.
- D. No Relationship. Neither anything contained within this Agreement nor any acts of the Parties pursuant to this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or any other association between or among the Parties.
- E. Indemnification. Except as set forth herein, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and

representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

- F. Non-waiver. Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop the Parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. § 893.80. To the extent that indemnification is available and enforceable, the Parties or their insurers shall not be liable for indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- G. Non-Discrimination. During the term of this Agreement, the Parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
- H. Compliance with Law. All use of District and City Facilities shall be in accordance with state and local law. In case of a conflict between the terms of this Agreement and requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.
- I. Governing Law. This Agreement and the rights and obligations of District and City under this Agreement shall be interpreted according to the laws of the State of Wisconsin.
- J. Severability. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall be in any way affected thereby.
- K. Amendment. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by District and City.

- L. Assignment. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by City or District without the prior written consent of the other Party.
- M. Compliance with Applicable Laws. Each Party, its agents and employees shall become familiar with and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services to be performed under this Agreement.
- N. Draftsman. This Agreement is the result of an arm's length negotiation and in resolving any ambiguity in this Agreement, none of the Parties hereto shall be deemed to have been the draftsman hereof.
- O. Binding Effect. This Agreement shall not be binding upon either Party until such time as this Agreement has been approved by each Party's governing body. Except as provided herein, this Agreement shall be binding upon and shall inure to the benefit of District and City and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns. Unless this Agreement otherwise requires, the covenants of this Agreement shall survive the transfer of title.
- P. District and City each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachment.
- Q. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands at Green Bay, Wisconsin.

THE GREEN BAY AREA PUBLIC SCHOOL DISTRICT

By: _____
 Dr. Michelle S. Langenfeld
 Title: Superintendent of Schools and Learning
 Date: _____

By: _____
 Dr. Brenda Warren
 Title: President, Board of Education
 Date: _____

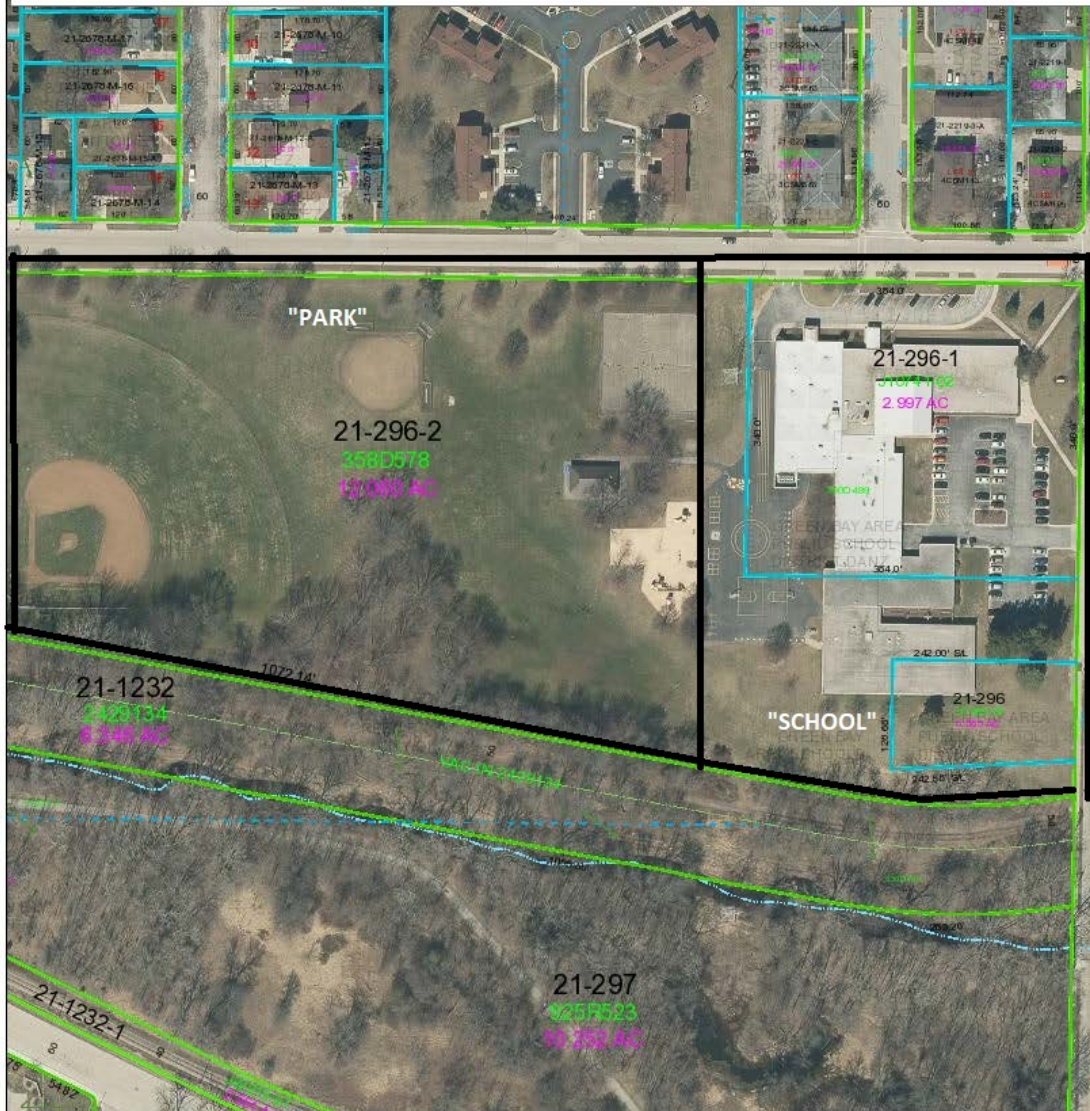
THE CITY OF GREEN BAY, WISCONSIN
 a municipal corporation:

By: _____
 James J. Schmitt
 Title: Mayor, City of Green Bay
 Date: _____

By: _____
 Kris A. Teske
 Title: Clerk
 Date: _____

<Title>

EXHIBIT A



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.

01/09/2019
Scale 1:1800



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

February 13, 2019

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action on the approval of the Park, Recreation and Forestry Department policy for promoting private fundraising efforts on the Parks webpage for City Park projects.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Webpage Policy Final (Amended)

CITY OF GREEN BAY

PARKS, RECREATION & FORESTRY DEPARTMENT

POLICIES AND PROCEDURES

GENERAL SUBJECT: Administration

SPECIFIC SUBJECT: Promoting private fundraising on the Parks, Recreation & Forestry webpage

AUTHORIZATION DATE: Park Committee Approved: 2/13/19
Council Approved: 2/18/19

Purpose

To establish a policy for utilizing the Parks, Recreation & Forestry webpage to help promote private fundraising efforts intended to benefit City Park projects.

Policy and Procedures

All instances where the Parks, Recreation & Forestry webpage is to be used to promote private fundraising efforts intended to benefit City Park projects must meet the following requirements set forth:

- No information will be placed on the main City webpage. Only the Parks, Recreation & Forestry website is available for promotion of private fundraising efforts.
- The fundraising efforts must directly benefit the City of Green Bay Parks Department, and must be the primary purpose of the fundraising efforts.
- The fundraising dollars are to be used for capital improvement projects within a City owned or operated Park.
- The fundraising group must be an official 501(C)3 nonprofit entity in good standing. If the fundraising group is not a 501(C)3 entity or is not in good standing, then the group must hire a fiscal agent to exclusively manage the funds. The City of Green Bay Parks, Recreation and Forestry Director must approve the fiscal agent before any information will be posted on the Parks, Recreation and Forestry webpage.
- Other than the fee for the fiscal agent, 100% of the total fundraising dollars must be used to pay for construction costs.
- Both the Park Committee and City Council must formally approve the fundraising efforts, as determined by them in their own discretion.
- The City will not create a dedicated webpage for any fundraising efforts.
- The City of Green Bay Park, Recreation and Forestry Director shall have sole authority to determine what is ultimately posted on the webpage, in consultation with the fundraising group. The Parks Department will create a brief description of the project and post the basic information on the Parks, Recreation & Forestry webpage.

- If the fundraising group creates their own webpage, the Parks Department will allow a website link button to be displayed on the Parks, Recreation & Forestry homepage. This is conditional upon the Green Bay Parks, Recreation and Forestry Director reviewing and approving the content shown on the fundraising webpage.
- If the fundraising group does not create their own webpage, the Parks Department will provide fundraiser group contact information on the Parks, Recreation & Forestry homepage.
- The Green Bay Parks, Recreation Director will have sole authority to determine what, if any additional information is to be provided on the City Parks, Recreation & Forestry webpage.
- The Green Bay Parks, Recreation and Forestry Director may remove the information and links shown on the Parks, Recreation and Forestry webpage at any time and for any or no reason.
- The fundraising information will be removed from the Parks, Recreation and Forestry webpage at the conclusion of the fundraising efforts.

The use of the Parks, Recreation and Forestry webpage for the promotion of fundraising efforts intended to benefit City Park projects does not create any rights or obligations. The decision to post a group's efforts in one instance does not guarantee any continuing or future efforts will similarly be posted. The City retains full and exclusive rights over its website and the Parks, Recreation and Forestry webpage.

PARKS, RECREATION, & FORESTRY COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, February 13, 2019

PARK DIVISION

- We are now making ice for skating. Most rinks opened on January 25.
- Vandalism clean-up is now complete at the Preble Park shelter. Someone broke in several times and caused some damage. We are working with Police to find those responsible.
- A crew has completed the construction of the hockey dasher board sections to build 2 systems to replace the rotting dasher boards for 2 of our existing hockey rinks. They will be installed prior to the 2019 – 2020 rink season.
- A new mechanic has started and he is learning a lot daily. We always get them immersed in the needs at Bay Beach first.
- Off-season mower preventive maintenance is underway.
- Snow removal has become a priority with the recent snow storms. This includes sidewalks, trails, parking lots and ice rinks.
- The repair and construction of 60 plastic lumber picnic tables will be completed in the next few weeks, weather permitting. That means snow and cold keeps us outside. Table work is inside work.

DESIGN & DEVELOPMENT DIVISION

- **Baird Creek Greenway – Pedestrian Bridge**
 - AECOM was selected to engineer the bridge, acquire permits and design the foundation/abutments. Park and DPW staff met with AECOM. Work on the project is underway.
- **Bay Beach Amusement Park – Beach, Pier and Boardwalk**
 - The consultant continues to work on the engineering detailing for the pier.
 - Preliminary survey work has been completed for the parking lot expansion.
- **Bay Beach Amusement Park – Ferris Wheel**
 - The piling and limestone wall work is 95% complete and much of the underground utility work is completed. The wheel foundations are 100%

complete and pier construction is 50% complete. The site work is approximately 25% complete.

- The ferris wheel will be delivered to the site in mid-February.
- Park staff obtained a building permit for the ferris wheel's motor control center shed. The building materials have been ordered.

- **City Hall Elevator Renovations**

- The bids were due on January 22. Only one company bid on the project and the total cost came in considerably over budget.
- The funding and bid award will be discussed at the February 13 Park Committee along with the Improvements and Services Committee.

- **Colburn Pool**

- The engineering consultant is in the final stages of completing the bid documents for the renovation of the Colburn pool and bathhouse renovation.
- The final pool plans were submitted to the State of Wisconsin for their review. The review is still in process.
- The new bathroom and changing room partitions have been ordered. Park staff will install them once they arrive.

- **East River Optimist Site Improvements**

- Staff is working with the donor group to schedule the construction of the concession stand with restrooms for June, 2019 construction.
- Public Works is finalizing the final bid documents for the stormwater management, parking lot and walkway improvements. Work is tentatively scheduled for April, 2019 and will last several months.
- The parking lot will not be available to park users through the duration of the construction. Staff will work with the Little League group to select alternate parking options.

- **Playgrounds**

- Quotes were due on January 30th for playground replacements at East River Van Beaver Park and Fort Howard/Jefferson Park. Staff will evaluate the proposals and bring a recommendation to the Park Committee for approval.

- **Red Smith Shelter**

- The architect is currently working on revisions for the plans and specifications. We are hoping to bid the project before the end of February.

- **Wildlife Sanctuary – 4K Nature Center Addition**

- The contractor is currently working on the concrete footings and slab along with the underground utilities.

RECREATION DIVISION

- 13 Hockey/Ice Rinks are currently being flooded. We are currently building rinks at Perkins (2), Beaver Dam (2), Colburn (2), John Muir (1), Red Smith (2), Edison (2), Astor (1) and McAuliffe (1).
- Open Gyms are being held at Baird, Eisenhower, Fort Howard, JFK, Chappell, Beaumont, Wilder, and Franklin.
- A Winter Playground Program is currently being conducted at John Muir Park.
- The Golden Memories Ball will be held on Friday, May 10th at the Historic Bay Beach Pavilion from 7-10 p.m. The Bob Kuether Ballroom Dance Band will provide music. Cost is \$8 per person. The band specializes in Big Band Music, and features Latin, Traditional Jazz, Polkas, Waltzes, and a variety of music.
- The Mud Run will be held at Baird's Creek Park on Saturday, May 4th.
- Contracts have been sent for Youth & Adult Tennis Lessons and Youth & Adult Sailing Lessons.
- The Parks/Perks Summer Kickoff Party will be held on May 16, 2019 at Joannes Park.
- Recreation staff are completing facility permits for Tennis, Pickleball, Cross Country, Soccer, Softball, and Baseball.
- The winter table tennis league is being held on Wednesday evenings January 9 – February 27 at Franklin Middle School. We have 10 players registered
- The adult basketball leagues are being held on Wednesday evenings at various school locations through February 27. We have 30 teams registered.
- We are currently taking registrations for our Mini-Dribblers Youth Basketball Program. These programs will be held at Red Smith and King Schools. There are 31 participants currently registered. Classes begin January 28th.
- We are currently taking registration for our Youth Soccer Skills Program. The program will be held at Edison Middle School beginning March 11. We currently have 10 participants registered.
- The youth softball and baseball programs have submitted their league permits for the spring/summer season.
- The 3rd Annual Frenzy on the Fox took place on Friday, January 11. This year's event was our biggest with over 350 runners, walkers and bikers taking it to the Fox River Trail. Hagemeister Park was a wonderful event partner that hosted our

registration and pre- and post-parties. We had raffles, hot cocoa, fire pits, glow necklaces and live music. Other event partners included the Village of Allouez, Brown County Parks, Wello and the Wi Bike Fed.

- Planning is underway for the 5th Annual FIT In the Parks series. This year, classes will take place for 7 weeks: July 8-August 22. Staff is securing sponsorships and putting together this year's class schedule.
- The 2018-2019 Youth Dance Program is underway. Classes are busy preparing their final routines for their Dance Recital on March 5 at West High School. 87 participants learned a variety of dance this year including, tap, ballet, jazz, poms and hip hop. They are excited to showcase all they have learned.

AQUATICS

- Southwest and Edison Pool continue to be utilized 5 days/week for local swim team practices and other community rentals.
- The final session of indoor swim lessons at Edison Pool is underway. Most of our classes are full this session. We are offering levels 1A, 1B, 2-5.
- The next session of indoor swim lessons will take place at Southwest Pool. Registration is currently open and classes begin February 21.
- Staff is beginning application reviews and the re-hire process for summer aquatics staff.
- A Seasonal Staff Job Fair will take place at Bay Beach Amusement Park on Saturday, March 23 from 9:30-2:00 p.m. Interviews will be held on site for Aquatics and Bay Beach positions.

BAY BEACH

- The orientation video was recorded for NeoGov.
- The rehire list has been updated.
- The training procedures were updated.
- All ride and concession training sheets have been created.
- The daily checklists for concession areas, bathrooms and shelters have been created.
- Staff attends biweekly meetings with a representative from Jolt to complete setup of our new training and documentation program.
- Seasonal and full time job descriptions have been updated.

- Martin Security added an alarm system to the new concession building. The pavilion alarm will be updated in March.
- The First Aid center has been organized and first aid supplies will be ordered.
- Staff is working with a sign company to update and purchase new signs for the parking lots and the new ferris wheel.
- A job fair will take place for seasonal employment on Saturday, March 23 from 9:30-2:00 p.m. Interviews will be held on site.
- Going to UWGB campus to advertise seasonal employment on February 13 from 11:00 a.m. to 1:00 p.m. and on March 7 from 11:00 a.m. to 1:00 p.m.

TRIANGLE SPORTS AREA

- Staff has been working to get the facility ready to open.
- The hill opened for the season on Thursday, January 24, but it was only open for a few days and had to close due to the extremely cold weather and then the snow melt after that. We continue to evaluate the hill conditions on a daily basis and open when we can.
- Snacks and food have been brought to the hill.
- Staff is in the process of planning events to utilize area while we are not open (ex. snow shoeing, hiking, activities for kids).

WILDLIFE SANCTUARY

- The Frosty Family Fun night was held on Saturday, February 2 from 5-8. This is one of the largest annual events at the Sanctuary. Events included food, crafts, night snowshoeing, music, night walks and a bonfire with s'mores. It is estimated that approximately 1,000 people attended the event.
- A 4K open house was held on January 21 and was well attended by potential families interested in the program for next year.
- We are offering LEGO building classes at the WLS--All classes will be from 4-5 pm:

January 16 – Planes, Trains and Automobiles – 10 participants registered

January 23 – Trees and Plants – 8 participants registered

January 30 – Microbuilds – 4 participants registered

February 6 – Building with Mini-Figures – 4 participants registered

Members of FoxLug will be teaching the classes.

- The cross country ski trails will open soon with the new snow.