



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, APRIL 10, 2019, 6:30 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 a Design, Construction & Dedication agreement with the Friends of Bay Beach for the construction of a temporary gravel parking lot at Bay Beach Amusement Park.
2. Consideration with possible action on the request by the Rotary Club of Green Bay to install a memorial for the recipients of the Free Enterprise Award, just south of Admiral Flatley Park, along the Fox River Trail.

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 May 1, 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

April 10, 2019

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on the approval of a Design, Construction & Dedication agreement with the Friends of Bay Beach for the construction of a temporary gravel parking lot at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bay Beach Gravel Parking Lot - FOBB Dev Dedication Agreement



City of Green Bay
Department of Parks, Recreation & Forestry

PROJECT

This Agreement is made this _____ day of _____, 2019, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and the Friends of Bay Beach, (“FOBB”), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (hereafter “Bay Beach”). Bay Beach is a 75 acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for the creation of a temporary gravel parking lot to serve the parking needs for Bay Beach patrons until which time a permanent parking lot expansion can be installed.
- D. Adjacent to Bay Beach is a softball field owned by the City, which is underutilized and duplicative of services provided elsewhere in the City.
- E. FOBB has proposed to construct a 198 stall temporary gravel parking lot in the location where the existing softball field is located. Work for the temporary gravel parking lot will consist of erosion control, excavation, placement of geogrid fabric if needed, placement of gravel and/or breaker run, topsoil placement and seeding. All this work together shall be the proposed Project, which is further shown on the Bay Beach Overflow Parking Area Concept (Alternate 2), which is herein attached as EXHIBIT A. The final size of the proposed parking lot is approximate and may be changed upon agreement between both parties.
- F. The City intends to remove the existing softball field fencing, shed, sports lighting, infield mix and trees prior to the start of construction, utilizing City crews to do the work, and is agreeable to utilizing the site of the existing softball field as the location for the temporary gravel parking lot.
- G. FOBB has hired an engineering firm to design this project and apply for all necessary permits. The City has agreed to allow the work to be completed for these purposes, and FOBB has agreed to do the work at FOBB’s sole expense and has requested that the City accept the dedication and assume maintenance responsibilities.
- H. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project after acceptance of the construction by the City. The City will be responsible to remove the temporary gravel parking lot after the completed installation of a permanent parking lot expansion.

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 is approximately \$100,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by FOBB. In the event of Project cost overruns, FOBB shall be solely responsible for timely paying and/or securing any and all additional funds necessary to complete the Project.

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. FOBB 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 FOBB.

- C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve site plans and other drawings that fix and describe the size and character of the entire Project, along with general contracts. The Construction Documents shall include:
1. Plans and specification for the excavation, grading, seeding, erosion control; and
 2. Other such essential items as may be reasonably determined by the City to be appropriate.
- D. Design and Construction. FOBB shall cause to be designed and prepared under engineer's seal and signature, and to be constructed, the Project as defined in the recitals. In the event the Project will disturb or otherwise affect any existing City features, 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 FOBB's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB 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. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure 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/or Inspections Department to ensure that construction is in conformance with the plans and specifications. The City agrees to notify FOBB 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.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB 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 FOBB 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. FOBB 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 disturb, develop and/or use the Property as set forth above.
- I. Improvement of Property. FOBB shall promptly design and complete the Project. Substantial work on the Project shall commence no later than May 6, 2019. Construction shall be completed no later than May 24, 2019. FOBB 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. FOBB 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 FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- L. Insurance. Ensuring that all necessary insurance has been procured is the responsibility of FOBB. FOBB and each of its separate contractors and subcontractors shall purchase and maintain such insurance as will protect him/her, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, as applicable, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from FOBB, its contractors and subcontractors' direct or indirect operations under this Agreement, whether such operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the FOBB's obligations.

FOBB, its contractors, and subcontractors' insurance shall always be primary with respect to the City's responsibilities under this Agreement. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section.

FOBB, its contractors, and subcontractors' insurance shall contain a provision that provides thirty (30) days written notice of cancellation or change to the City.

No insurance required under this Agreement shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Before commencement of construction activities on the Property, FOBB shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which FOBB, its contractors, and subcontractors' are 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.

Types of Insurance

1. *General Liability*:

- a. Commercial General Occurrence policy, edition 2006 or 2010 including:
 - i. Premises and Operations
 - ii. Products and Completed Operations
 - iii. Advertising and Personal Injury
 - iv. Explosion, Collapse and Underground Hazard coverage
 - v. Contractual Insurance in writing under General Liability
 - vi. Broad Form Property Damage
 - vii. Coverage for Independent Contractors
 - viii. Care, Custody and Control coverages for City-owned materials at worksite

- ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments Limit	\$5,000
General Aggregate	\$2,000,000

2. *Automobile Liability:*

a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000 per person/accident
Uninsured Motorists:	\$25,000 per person \$50,000 per accident

3. *Worker's Compensation and Employers' Liability Insurance:*

a. Limits of Liability

- i. Workers' Compensation

\$1,000,000 per accident
\$1,000,000 disease policy limit
\$1,000,000 disease each employee
- ii. Employers' Liability

\$1,000,000

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay

4. *Contractor's Pollution Liability (Occurrence Basis)*

Minimum Limit of Liability \$2,000,000

Must include coverage for natural resources damage

Must include waiver of subrogation endorsement in favor of the City

Coverage must include transportation, loading and unloading.

5. *Umbrella Coverage:*

The Contractor shall provide \$2,000,000 for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

6. *Builder's Risk Insurance:*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, FOBB 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 FOBB of its obligation to perform under this Agreement and, in the event of loss, FOBB shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

M. General Indemnity.

1. Protection Against Losses. FOBB 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 FOBB of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.
 - e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

In any and all claims against the City, its officers, agents and employees by any employee of the FOBB, its contractors, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable for or for FOBB, its contractors or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

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. FOBB 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 FOBB'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 FOBB; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOBB 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 FOBB, then counsel for the City, at FOBB's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOBB 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 FOBB does not assume the defense of such claim, suit or action, FOBB 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 FOBB's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOBB shall be reasonable grounds for FOBB 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. FOBB shall obtain lien waivers

for all work completed on the improvements prior to final acceptance by the City. The Parties acknowledge and agree that the Project and all improvements are temporary in nature, and nothing is intended to impose any continuing obligations on the City other than maintenance, and only for so long as the improvements are utilized for a temporary gravel parking lot purposes.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB 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. FOBB shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. FOBB 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 FOBB 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. FOBB 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 FOBB contained in this Agreement and no statement of fact furnished or to be furnished by FOBB 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 FOBB that would adversely affect the Project, the ability of FOBB to complete the Project or the ability of FOBB 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 FOBB is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which FOBB 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. FOBB 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. Damages. Sue for damages;
 3. Specific Performance. Sue for specific performance;
 4. 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. FOBB 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 FOBB 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 FOBB: Friends of Bay Beach
 Attn: Dave Charles

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, FOBB 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 FOBB 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 FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, Dave Charles, President of the Friends of Bay Beach, a Wisconsin 501 (c)(3) 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

April 10, 2019

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on the request by the Rotary Club of Green Bay to install a memorial for the recipients of the Free Enterprise Award, just south of Admiral Flatley Park, along the Fox River Trail.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Proposed Memorial Map
2. Proposed Memorial Description

Proposed Memorial Location

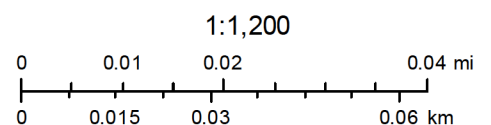


4/9/2019, 1:57:07 PM

TaxParcel

- Condominium
- Gap; Overlap
- Hydrography
- Right of Way

- TaxParcel
- Undetermined



Brown County Municipalities
Brown County
Brown County WI

The Rotary Club of Green Bay

Rotary International was founded in 1905 by a small group of business people. Its goal was to encourage fellowship among their colleagues.

Rotary is a global network of friends, leaders, and problem-solvers seeing a world where people unite, take action and create lasting change. The Rotary Club of Green Bay was chartered March 17, 1917. The legacy started over a century ago has endured. The Rotary Club of Green Bay members are dedicated to the ideal of Service Above Self. This is done by providing humanitarian service, advancing goodwill around the world and making a difference in our community.

FREE ENTERPRISE AWARD

The Rotary Club of Green Bay, part of global service organization
Rotary International, annually honors an area business
person for their business growth and commitment
to their community. Since 1983, the event and
award recognized leaders for their Free
Enterprise spirit and their dedication
to their community.

This memorial recognizes the Rotary Club of Green Bay,
Free Enterprise and Free Enterprise Award recipients.

Rotary International **FREE ENTERPRISE AWARD**

The Green Bay Rotary Club has awarded annually since 1983 a Free Enterprise Award to a local business person, recognizing their commitment to the community through business and community development. Listed here are the recipients of this award.

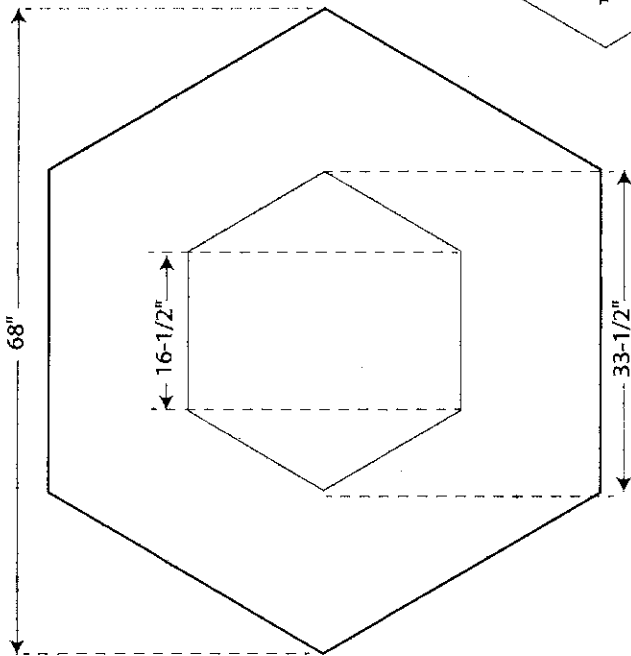
1983
 George Kress
 1984
 Merlin G. Bush
 1985
 John M. Rose
 1986
 Phillip J. Handrickson
 1987
 Paul D. Ziemer
 1988
 Frederick E. Baer
 1989
 Steven K. Van Dyke
 1990
 Donald Long, Sr.
 1991
 Wallace J. Hillard
 Ronald A. Weyers

1992
 Donald Schneider
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 Robert Harlan
 1994
 Robert G. Bush
 1995
 Lewis "Louie" A. Konop
 1996
 Donald H. DeMeuse
 1997
 Leo Frigo
 1998
 James E. Madigan
 1999
 K.C. Stock
 2000
 Harry B. "Nick" Conlon
 2001
 Carl W. Kuehne

The Rotary Club
 of Green Bay
100 YEARS OF SERVICE
 On March 17, 1917, the Rotary
 Club of Green Bay was recognized
 as Club Number 29 by Rotary
 International. Founded by thirteen
 businessmen, the Green Bay club
 has since provided various services
 and international ideas
 to the city, present and future
 members of the Green Bay Rotary Club.
 Congratulations on all you have done
 and continue to do.



Sizes are approximate and can be adjusted.



Base foundation
not included in
measurements.
If needed,
Height TBD.

Rotary International FREE ENTERPRISE AWARD

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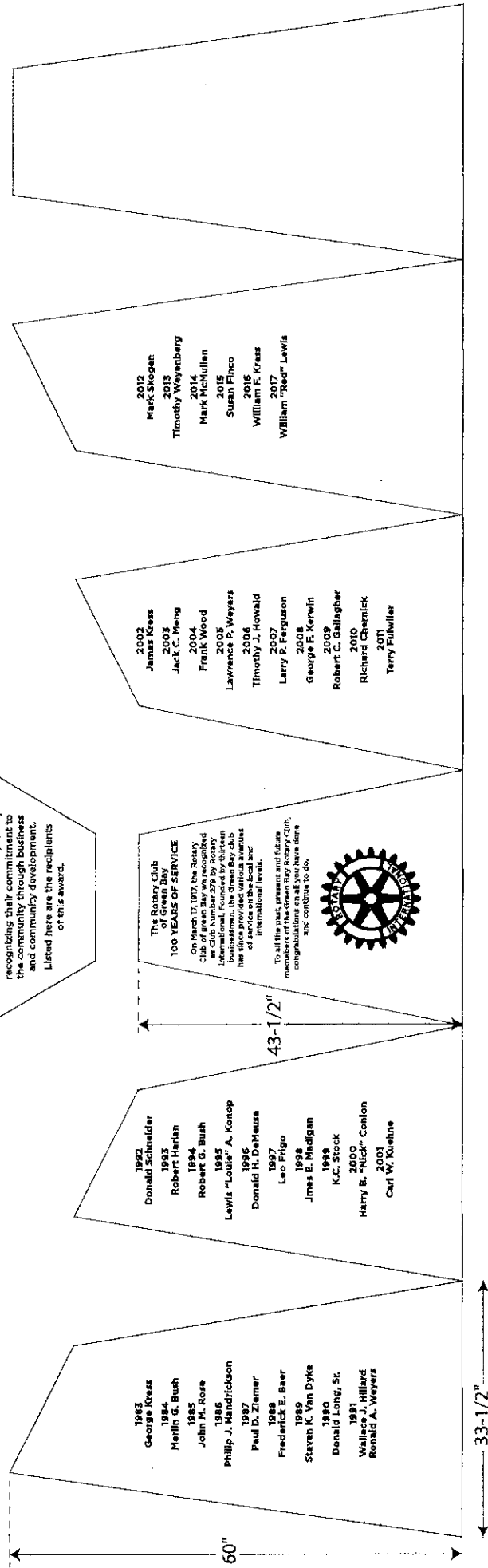
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- 2000 K.C. Stock
- 2001 Harry B. "Bud" Condon
- 2002 Carl W. Kuhne

The Rotary Club of Green Bay
100 YEARS OF SERVICE
On March 17, 1917, the Rotary Club of Green Bay was recognized as the first club in the world to be organized. Since that time, the club has provided various avenues of service to the community and international levels.



43-1/2"

- 2002 James Kress
- 2003 Jack C. Meng
- 2004 Frank Wood
- 2005 Lawrence P. Weyers
- 2006 Timothy J. Howard
- 2007 Larry P. Ferguson
- 2008 George F. Kerwin
- 2009 Robert C. Gallagher
- 2010 Richard Chernick
- 2011 Terry Pulwiler
- 2012 Mark Skogan
- 2013 Timothy Weyenberg
- 2014 Mark McMullen
- 2015 Susan Finco
- 2016 William F. Kress
- 2017 William "Red" Lewis





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 10, 2019

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 041019

PARKS, RECREATION, & FORESTRY COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, April 10, 2019

PARK DIVISION

- As spring springs forward, out into the parks we go. The melting snow has revealed a winter's worth of litter, branches and other materials that needs to be cleaned up. This spring we have found dozens of tires, computers, TVs and other items that people should be paying a fee to dispose of - unless they can clandestinely dump them in a park. Then we get to load and haul and pay for their proper disposal.
- Park shelter prep is underway. Water is being turned on at the seasonal shelters to begin floor cleaning, shelter cleaning, and painting which will be an ongoing process.
- Ball diamond prep is a priority only as Mother Nature allows. Most of the clay infields are still soft. As they dry we will begin to get the fields prepared so the eager user groups can start their outdoor activities.
- It requires a crew of 4 of our staff 2 full days working with DPW to set up and take down the equipment at the City's dozens of polling places for the election.
- Park crews have removed the granite and towers from the 9-11 Memorial. The City is looking into the possibility of renting appropriate equipment which will allow City staff to complete the removal of the footing.

FORESTRY DIVISION

- Tree Pruning – Recently pruned streets include; Delwiche Drive, 200 Block of South Chestnut, now crew is on Colonial Avenue.
- Tree removal along streets and in parks continues. The crews are working from east to west this season. Crews will soon be starting to remove trees for DPW construction projects.

DESIGN & DEVELOPMENT DIVISION

- **Bay Beach Amusement Park – Ferris Wheel**
 - Another semi load of equipment has arrived from the manufacturer.
 - The contractor is working on the concrete ramps and staircases.
 - Park crews installed the electric shed.
- **Colburn Pool**

- The project is scheduled to go out to bid in the next week. Staff will review the bids with the Park Committee. Construction will occur in the fall of 2019.
- **East River Optimist Site Improvements**
 - Bid opening for the shelter addition and walkway was held April 2nd. Bids are currently being reviewed and a recommendation for awarding the project will be brought to the Improvements and Services Committee meeting April 10th.
- **Red Smith Shelter**
 - Bid opening for the shelter addition and walkway was held April 2nd. Bids are currently being reviewed and a recommendation for awarding the project will be brought to the Improvements and Services Committee meeting April 10th.
- **Wildlife Sanctuary – 4K Nature Center Addition**
 - The contractor has started the installation of the exterior walls.

RECREATION DIVISION

- The Golden Memories Ball will be at the Historic Bay Beach Pavilion on Friday, May 10th from 7-10 p.m. Doors open at 6:30 p.m. Entertainment will be provided by the Bob Kuether Ballroom Dance Band. The nine piece band specializes in Big Band Music. Music also includes Latin, Jazz, Polkas, Waltzes, and Variety. Tickets are \$8.
- Parks/Perks Summer Kickoff Party will be Thursday, May 16th at Joannes Park from 5-6:30 p.m.
- Recreation staff is currently interviewing and hiring staff for the summer. Applications are being accepted for Summer Playground Leader, Softball Umpires and Site Supervisors, Lifeguards, Concessionaires, Bay Beach Ride Operators, etc....
- The Youth Indoor Soccer Skills program will run Monday, March 11th – April 15th at Edison Middle School from 6:30 pm-7:45 pm. The program will work on basic skills - dribbling, passing, ball control, defense, and sportsmanship. We have 19 participants registered.
- Registration for Summer Adult Softball began in February. We will be offering Men's Slow-pitch, Co-Ed Slow-pitch and Men's Modified softball leagues beginning the week of April 29th at various parks throughout Green Bay. We currently have 40 teams registered.

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 is at Southwest Pool began April 2. Registration is open and all levels Parent-Child—Level 5 are being offered.
- An Indoor Water Aerobics Class will take place at Southwest Pool beginning April 4th.
- 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, April 13th from 10:00-2:00 p.m. Interviews will be held on site for Aquatics and Bay Beach positions.
- Planning is underway for the 5th Annual FIT In the Parks series. This year, classes will take place for 7 weeks: July 8th-August 22nd. Staff is securing sponsorships and putting together this year's class schedule.
- Staff is preparing the 2019 Summer Activity Guide. Those should be ready for distribution sometime in April.

BAY BEACH

- Implementation of Jolt management software continues
- Seasonal staff has been contacted about returning for summer employment.
- We are notifying employees of changes being made for 2019 season.
- Seasonal Interviews continue twice a week. We are still looking to hire roughly 100 new staff members.
- A second Job Fair will be held on Saturday 4/13/2019 from 10:00 am – 2:00 pm.
- We are working with companies to purchase additional equipment for training our staff.
- Signs are being updated so we are more visible to our customers.
- Currently creating and updating schedules, documentation needs, and daily revenue sheets.
- Notified bus companies and school districts with bus parking guidelines.
- Folding shirts for souvenirs as they come in. 50 boxes have already been gone through and been folded.
- Unpacking and organizing souvenir nick-knacks.
- First Aid center is completed and will be placed in a prominent location within the park. Procedures are being updated and product is being ordered.

- Supervisor training has been updated.
- MSDS Sheets and audits have been updated and added to Jolt.
- Ingredient/allergen information has been updated and added to Jolt and will be added to registers when they are installed.
- “First day” cheat sheet has been created for all staff. They will be sent this in an email so they understand our procedures.
- Menus have been updated and are ready for printing.
- Vendors have been contacted for time and delivery dates.
- Pricing has been updated.

METRO BOAT LAUNCH

- Envelopes are being ordered

TRIANGLE SPORTS AREA

- Our 1st rental is April 6, 2019.
- We will continue to look at trends for next year and continue to make improvements.
- Planning events to increase summer utilization, (not related to disc golf) as well as winter activities for next season if there is little or no snow.

WILDLIFE SANCTUARY

- The annual Easter event is scheduled for Saturday, April 20. Activities will include making an Easter bag, working on simple craft projects, enjoying cookies and hunting for eggs.
- The public is invited to come out and join the Neville Astronomy Club for Astronomy Night on Saturday, April 13. Telescopes will be set up at the Resch Falls. Volunteers will be on hand to point out various space features.
- Registration is now open for all summer camps.
- A moon Tai Chi class is scheduled for Friday, April 19.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 10, 2019

PREPARED BY

AGENDA ITEM # E.2.

The next Park Committee meeting is scheduled for May 1, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None