



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, JULY 28, 2021, 5:00 PM

Virtual Meeting. Public may join via Zoom.

AMENDED

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on the approval of the continuation of the St. John's Homeless Support Program at St. John's Park through November 1, 2021.
2. Consideration with possible action on the request by Ald. Lefebvre and Ald. Stevens for the Parks Department to use best practices for grass cutting, which includes no cutting when there is no rain for 2 weeks and to set the cutting height between 2-3 inches.
3. Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Baird Creek Preservation Foundation for the construction of the Bike Skills Course at Triangle Hill.
4. Consideration with possible action on the approval of naming rights for the Baird Creek Bike Skills Course to be called the Saris Bike Park.
5. Consideration with possible action on the approval of a resolution committing to fund bike trail improvements in the Baird Creek Greenway.
6. Request by Ald. Brunette for discussion with possible action on the plan to remove dead, dying, or infected trees on City property. This may include contracting with private

companies.

7. Consideration with possible action on the reallocation of funding for the Baird Creek Pedestrian Bridge project.

F. Informational.

1. Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.
2. The next Parks Committee is scheduled for August 11, 2021.

G. 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.

Virtual Meeting Instructions



Parks Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/84314784824?pwd=THBkdMwT1k4MG5DV3hnbC9xVDhXdz09>

Meeting ID: 843 1478 4824

Passcode: 278667

One tap mobile

+13126266799,,84314784824#,,,,*278667# US (Chicago)

+19292056099,,84314784824#,,,,*278667# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 843 1478 4824

Passcode: 278667

Find your local number: <https://us02web.zoom.us/j/84314784824?pwd=THBkdMwT1k4MG5DV3hnbC9xVDhXdz09>

Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on the approval of the continuation of the St. John's Homeless Support Program at St. John's Park through November 1, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on the request by Ald. Lefebvre and Ald. Stevens for the Parks Department to use best practices for grass cutting, which includes no cutting when there is no rain for 2 weeks and to set the cutting height between 2-3 inches.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-09 Dist 5 and 6 to Parks



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

Upon completing this form, please email it to the City Clerk.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Baird Creek Preservation Foundation for the construction of the Bike Skills Course at Triangle Hill.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BC Bike Skills Course Dedication Agreement - FINAL for Committee 7.26
2. BCP Skills Park Attachment



City of Green Bay
Parks, Recreation and Forestry Department

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAIRD CREEK TRIANGLE HILL – MOUNTAIN BIKE SKILLS COURSE

This Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and Baird Creek
Preservation Foundation, (“BCPF”), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of certain buildings and property located at 500 Beverly Road, Green Bay, WI 54301 and generally known as “Triangle Hill”. Triangle Hill is part of the Baird Creek Greenway, a rentable pavilion, a tubing/ski hill, a disc golf course and several miles of hiking/mountain bike trails.
- B. BCPF is a Wisconsin 501(c)(3) charitable organization dedicated to preserving, promoting, and enhancing the Baird Creek Greenway.
- C. The City and BCPF both desire to install a Mountain Bike Skills Course for public use.
- D. BCPF has proposed to construct a Mountain Bike Skills Course in the Baird Creek Greenway at Triangle Hill (the “Project”), and has completed all fundraising necessary to provide for such design and construction. BCPF intends to complete the Project, which shall be composed of a bike skills course built into the hillside consisting of an entrance archway, start hub, asphalt pump track, a series of ramps, berms and obstacles, hilltop beginner trail, intermediate trail built into the hillside and an advanced trail built into the hillside (the “Improvements”). The proposed Project Improvements are shown on a Preliminary Concept Plan, which is herein attached as FIGURE 1.
- E. The City has agreed to allow work to occur for these purposes, and BCPF has agreed to do the work at BCPF’s sole expense and has requested that the City accept the dedication and assume maintenance of the improvements upon completion.
- F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed improvements after acceptance of the construction by the City.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated

into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property. City agrees to discuss with BCPF and its contractor any approvals or rejections.
- 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 (\$250,000.00) including all improvements and furnishings. BCPF represents to the City that it has raised sufficient funds to cover the foregoing projected cost.
- B. Sources. Construction of the Project and all Improvements shall be paid for exclusively by BCPF.

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. BCPF shall provide construction contractor's name, address, and contact information to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor and/or subcontractor utilized by BCPF.
- C. Warranty. The parties acknowledge and agree that grading and erosion of the Project site are a primary concern for the continued safety and maintenance of the Project by the City. The parties further acknowledge and agree that due to the nature of the Project, which will require designing portions of the Project during actual construction, obtaining engineering designs for grading and/or the Improvements on the Project would create an impediment to completion of the Project. Accordingly, the City shall allow BCPF to build the Project without first obtaining engineering designs for grading on the Project, provided however, that in exchange for this valuable consideration, BCPF shall require its contractor to issue an extended warranty for the benefit of the City for the erosion and grading on the Project site for a period of two (2) years, and on terms acceptable to the City. The City has relied on this warranty as a material inducement in entering into this Agreement.

- D. Construction Documents. Prior to commencement of construction of the Project, the City shall approve concept site plans and other drawings that describe the size and character of the entire Project. The Construction Documents shall include:
1. Concept plans for design and materials; and
 2. Estimated elevations for all proposed built ramps and the entrance hub; and
 3. Other such essential items as may be reasonably determined by the City to be appropriate.
- E. Design and Construction. BCPF shall cause the Project as defined in the recitals to be designed, prepared, and constructed. Such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, substantially the same as detailed on the plans approved by the City. The City shall review and approve all changes to plans and specifications for the improvements as prepared by BCPF. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements, as applicable. BCPF 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 any applicable City or State rules and regulations, including but not limited to environmental rules and regulations. .
- F. Inspection. BCPF shall provide for the oversight and inspection of construction, including administration and other necessary supervision of construction by someone qualified to provide such oversight and inspection, to assure construction is in conformance with the plans and specifications.
- G. Project Meetings. The City, BCPF, and BCPF's contractor agree to conduct a preconstruction meeting, a final punch list meeting, and scheduled weekly progress meetings (once per week, with a written status report at end of week) at the Project site wherein they will review and discuss the status of the Project. The parties will specifically discuss any questions or concerns any party may have concerning the Project, including but not limited to safety and construction issues, and work out a resolution that is acceptable to all parties.
- H. Change Orders. BCPF shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project. All change orders shall be approved only after consultation with the City.
- I. Budget. Prior to construction, the City shall approve BCPF's proposed budget for the Project, which should be prepared in accordance with general principles for construction and development budgeting.
- J. Permits and Use. BCPF will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. Nothing herein shall impact the right of the Department of Public Works to conduct permit related inspections on the erosion control and stormwater management until final acceptance of the Project by the City.
- K. Improvement of Property. BCPF shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by City of the Budget and Project Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than June 1, 2022. BCPF shall provide a Trail Consultant's certification to the City that the Project and all Improvements have been constructed in accordance with the approved plans and specifications.

- L. Maintenance and Repair. Prior to acceptance of the Project by the City, BCPF 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 construction activities contemplated by this Agreement.
- M. Easements. The City shall grant to BCPF such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- N. BCPF Insurance. Before commencement of construction activities on the Property, BCPF shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which BCPF is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:
1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) Bodily Injury by Disease - \$500,000.00 policy limit.
 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00;
 - b) Personal and Advertising Injury Limit (per person/organization) - \$1,000,000.00;
 - c) Bodily Injury and Property Damage - \$1,000,000.00 per occurrence;
 - d) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - e) Medical Expense Limit - \$10,000.00 per person.
 3. Additional Insured. BCPF shall name the City of Green Bay and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as an Additional Insured on the Commercial General Liability policy. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
 4. 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.

O. General Indemnity.

1. Protection Against Losses. BCPF shall indemnify, defend and hold harmless the City, and its respective 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 BCPF of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations by BCPF prior to acceptance by the City;
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from BCPF's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of BCPF or of anyone acting under its direction or control or on its behalf, including its invitees prior to acceptance by the City; and/or
 - e) Any and all claims arising pursuant to the design or construction of the Improvements.
2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
3. Indemnification Procedures. BCPF 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 BCPF'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 the City is entitled to indemnification by BCPF; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of BCPF 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 BCPF, then counsel for the City, at BCPF's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. BCPF 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 BCPF does not assume the defense of such claim, suit or action, BCPF 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 BCPF's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against BCPF shall be reasonable grounds for BCPF 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.
- P. Final Acceptance. The City shall accept BCPF's dedication of the Improvements for continuous maintenance upon satisfactory completion of construction, as determined by the City, and upon acceptance of the same in writing by the City's Director of Parks, Recreation and Forestry. 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. BCPF shall obtain lien waivers for all work completed on the Improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

BCPF 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. BCPF shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. BCPF 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 BCPF 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. BCPF 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 BCPF contained in this Agreement and no statement of fact furnished or to be furnished by BCPF 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 BCPF that would adversely affect the Project, the ability of BCPF to complete the Project or the ability of BCPF 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 BCPF is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which BCPF 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. BCPF 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; and/or
 - 3. Other Remedies. Pursue any other remedies available to the parties at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VI. TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. BCPF 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 BCPF have any personal liability arising out of this Agreement, and no party shall 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, pandemics, 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 upon delivery of communication via electronic mail with proof of delivery to recipient, 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 BCPF: Baird Creek Preservation Foundation
 Attention: BCPF Executive Director
 P.O. Box 824
 Green Bay, WI 54305

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. 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.
- N. 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.
- O. 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 BCPF as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and THE BAIRD CREEK PRESERVATION FOUNDATION

BAIRD CREEK PRESERVATION FOUNDATION.

By: _____
Holly Baseman, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, Holly Baseman, the Executive Director of the Baird Creek Preservation Foundation, a Wisconsin 501(c)(3) charitable organization, to me known to be the person who executed the foregoing instrument and acknowledged the same.

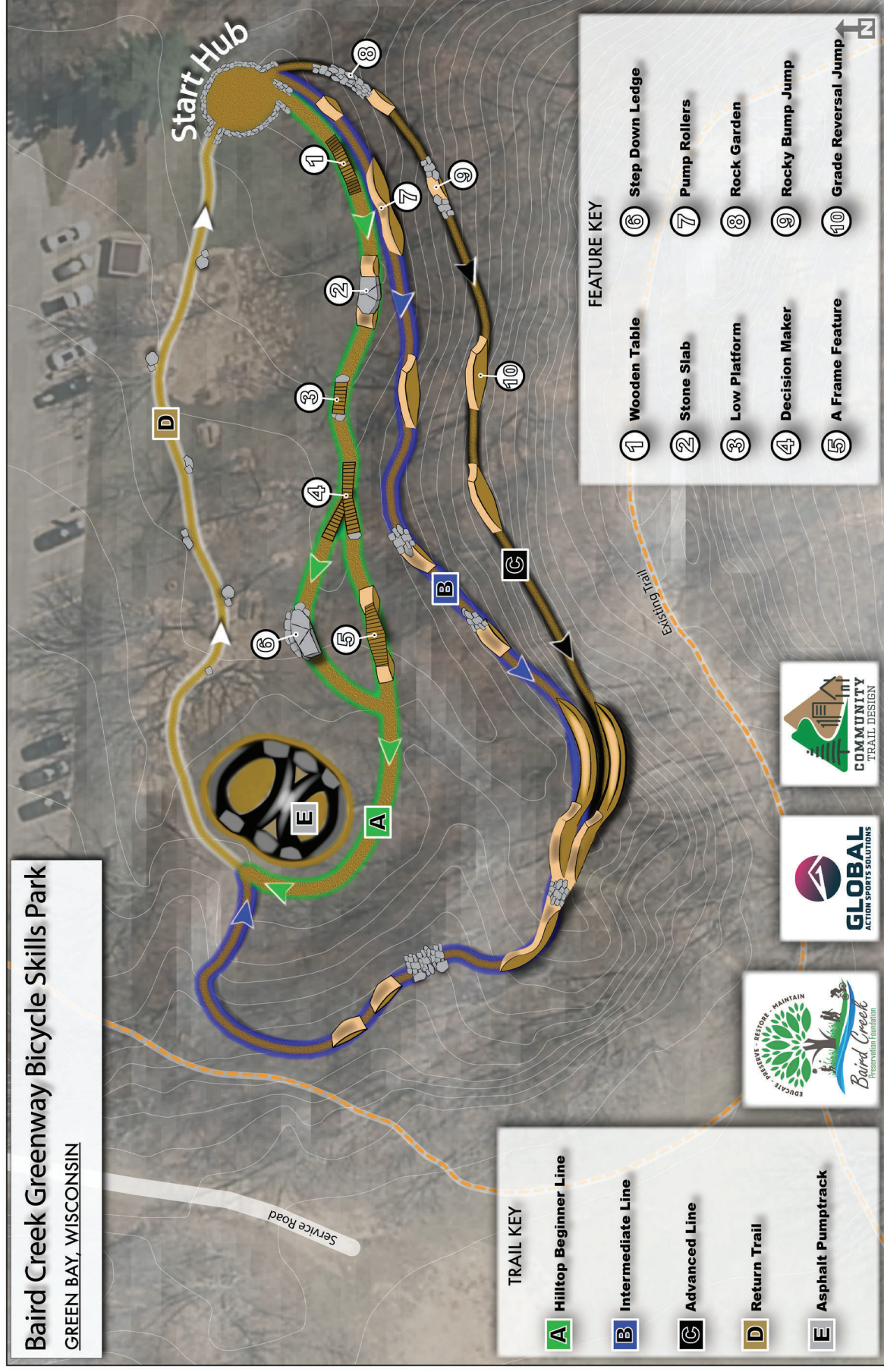
*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

FIGURE 1

Figure 1 - Baird Creek Greenway Skills Area Layout





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the approval of naming rights for the Baird Creek Bike Skills Course to be called the Saris Bike Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green_Bay_Ltr-to-CityGB_100K_072121_v2



Date: July 21, 2021

Dan Ditscheit
Parks, Recreation and Forestry Director
City of Green Bay
920.448.3381

Dear Mr. Ditscheit,

This letter serves to state our intent to formally support the bike skills park at Baird Creek Greenway in the amount of a \$100,000 donation to the Baird Creek Preservation Foundation for this project. As a part of our vision, we believe very strongly in a public/private-partnership and we will make this donation under the stipulation that the city of Green Bay match the funded amount and put it toward future trail development at Baird Creek. We are understanding and accepting that the exact definition of what this will entail may take place at a later date.

With this donation we request naming rights of the bike park in perpetuity. The name of the park we propose is SARIS Bike Park. *(Please review Figure A.)* for signage concept. Display of the SARIS foundation logo and name should include, at minimum, an archway sign to be prominently displayed at the entrance, also signage included on a donor plaque at "Start hub" of the bike park.

The SARIS Foundation's mission is to build resiliency and self-confidence in youth through cycling and enhancing bike skills by building bike parks with equitable access. When SARIS first heard of this project, it was clear that our mission was in alignment with the Baird Creek project, motivating us to support the vision set for the bike skills park.

We appreciate all the hard work that has been put forth to move this project forward and believe there will be great positive long-lasting community impact and it is sure to inspire people to make Green Bay and the Baird Creek Greenway a sought-after cycling destination in Wisconsin.

Sincerely,

Ann L. Christianson, Global Advocacy and Partnerships Manager, The SARIS Foundation
Christopher S. Fortune, CEO SARIS Cycling Group

BIKE PARKS FOR KIDS

1. Entry way sign into playground

2. Detail sign for playground

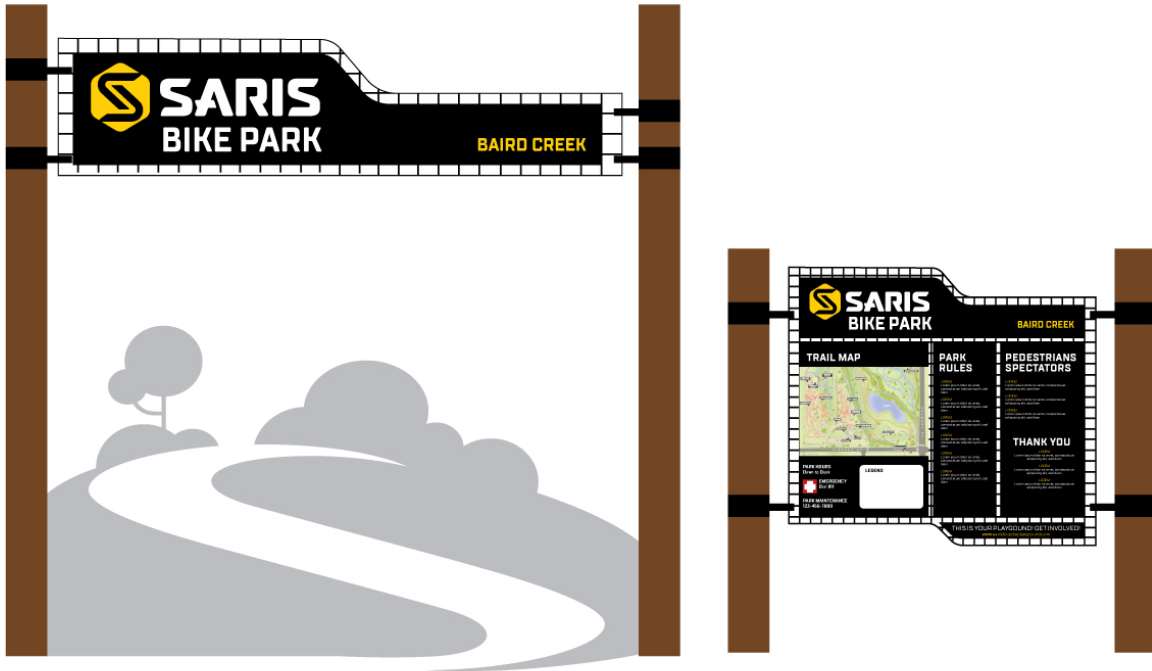


Figure A



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on the approval of a resolution committing to fund bike trail improvements in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT Resolution - Bike Park and Trail Improvements

**RESOLUTION COMMITTING TO FUND BIKE TRAIL
IMPROVEMENTS IN THE BAIRD CREEK GREENWAY**

AUGUST 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, The City of Green Bay owns certain buildings and property located at 500 Beverly Road, Green Bay, WI 54301, generally known as Triangle Hill, which is part of the Baird Creek Greenway; and

WHEREAS, Within that property are recreational bike trails used by various members of the community of the City; and

WHEREAS, Baird Creek Preservation Foundation ("BCPF") is a non-profit organization dedicated to preserving, promoting, and enhancing the Baird Creek Greenway; and

WHEREAS, Both BCPF and the City desire to install a Mountain Bike Skills Course on the Baird Creek Greenway for public use; and

WHEREAS, BCPF has proposed to construct the Mountain Bike Skills Course at Triangle Hill, and has completed all fundraising necessary to provide for design and construction thereof; and

WHEREAS, BCPF has agreed to complete the work at BCPF's sole expense, after which the City will accept dedication of the site and assume maintenance thereof; and

WHEREAS, BCPF and the City desire to continue working together to improve the bike trails throughout the Baird Creek Greenway and encourage increased public recreation and enjoyment thereof; and

WHEREAS, The Common Council previously approved the 2021 to 2025 Capital Improvement Plan, which included the expenditure of \$100,000 by the Parks, Recreation & Forestry Department in 2022 to be used for general bike trail improvements in the Baird Creek Greenway;

NOW, THEREFORE, BE IT RESOLVED, That the Common Council hereby reaffirms its commitment to bond for and utilize such funds in 2022 for the explicit purpose of making general bike trail improvements at the Baird Creek Greenway.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.6

Request by Ald. Brunette for discussion with possible action on the plan to remove dead, dying, or infected trees on City property. This may include contracting with private companies.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-06-29 Dist 12 to Parks



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

Upon completing this form, please email it to the City Clerk.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on the reallocation of funding for the Baird Creek Pedestrian Bridge project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Baird Creek Pedestrian Bridge Financial Summary

Baird Creek Pedestrian Bridge – Funding Summary

Existing Funding

\$100,000 – 2020 City Bonding

\$75,000 – 2021 City Bonding

\$30,000 – Baird Creek Preservation Foundation Donation

\$205,000 – Current Total Available Funding

Base bid results for Parks 2-21 – Baird Creek Pedestrian Bridge

Milbach Construction	Non-Responsive
Michels Corp	\$309,161.00
Advance Construction	\$361,565.00
<i>Engineers Estimate</i>	<i>\$332,490.00</i>

Total Funding Needed

\$309,161 – Base Bid Construction Contract (Recommended Bidder)

\$310,000 – Approximate Total Funding Needed

Proposed Funding Sources

\$205,000 – Existing Baird Creek Pedestrian Bridge Funding (Listed Above)

\$80,000 – 2019 City Bonding – Relocate Colburn Hockey Rink

We are proposing to leave the hockey rink in place for now and reallocate this funding towards the Baird Creek Pedestrian Bridge project. This project will be reconsidered if and when the second phase of the Colburn Park Ballfield improvements is considered for funding.

\$25,000 – 2019 City bond funding from excess funding from the Colburn Ballfield project.

\$310,000 – Proposed Funding Sources

Note: Any approved change orders for this project will be funded from the Park Department's Undesignated Bond Account.

Proposed Parks Committee Motion: To eliminate the relocation of the Colburn Hockey Rink project and reallocate \$110,000 from the Colburn Hockey Rink and Colburn ballfield projects to go towards the Baird Creek Pedestrian Bridge project.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # F.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 072821

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, July 28, 2021**

PARK DIVISION

- Park crews continue to mow turf areas in greenways and parks.
- Landscape crews are making the rounds through the landscape beds and beauty spots.
- Ballfield crews continue to line stripe, maintain, ballfields, soccer fields, and other athletic fields.
- Park seasonal staff continue to help meet the needs of the parks operation during the summer season.
- The Parks Division is still down on seasonal help on the PM shift. We were only able to find one seasonal employee to work that shift this summer. That has created difficulties in coordinating shelter rentals/closings throughout the summer.

FORESTRY DIVISION

- Forestry crews continue to grind stumps and restore the terrace areas. The east side of Green Bay has been completed and crews are heading to the west side.
- Crews also continue tree removal operations on the west side streets and for upcoming park improvement projects.
- Ash trees are being evaluated and treated for Emerald Ash Borer. Trees are being evaluated for their condition and worthiness of continued treatments. Trees deemed not suitable for treatment are then being prioritized for tree removal. The current number of trees identified for removal far outpace the previous trend for ash tree removals. Staff is in the process of determining a course of action to address the increasing tree removal need.
- Gypsy Moth calls are starting to subside. Caterpillars have started to pupate and emerge as adult moths. Adult moths do not feed on the trees so the amount of tree damage for the season has reached its peak. Adult moths' mate and lay eggs on any surface they are on. Residents are encouraged to scrape off any egg masses they see to decrease the number of caterpillars for next year. This year should be the peak or near peak for gypsy moth activity for the 10-year cycle. Signs of the fungus Entomophagia were observed the week of the July 5th. This fungus attacks and kills Gypsy Moth caterpillars which also decreases the future population. Staff will evaluate sites for potential treatment hotspots for the spring of 2022. Treatments in 2021 seem to have been effective as signs of defoliation were not as great as untreated trees in the same areas.
- Staff continues to deal with weather related tree calls every week. High wind events and heavy rains have caused a consistent number of calls about trees with broken limbs and some larger structural issues with trees.

DESIGN & DEVELOPMENT DIVISION

- Baird Creek Greenway – Pedestrian Bridge
 - A pre-bid meeting was held on July 7.
 - The City received 2 responsive bid proposals for the project.
- Bay Beach Amusement Park – Shoreline Improvements

- Staff submitted a grant proposal for the Outdoor Recreation Legacy Partnership Program on July 16 that could help to fund the installation of the wildlife viewing platform, beach, shoreline walk and plantings, limestone retaining wall and access to beach, bathhouse with concession stand, fish habitat, storm water management and expanded parking.
- NPS regional contact screens applications before approving DNR to enter the applications into Grants.gov system by the federal September 24, 2021, deadline.
- A National Review Committee will review all competitive applications from all states. NPS estimates applications will be selected by April 2022.
- Bay Beach Wildlife Sanctuary - Dick Resch & Family Nature and Conservation Center Bollard Lighting
 - A preconstruction meeting was held on July 7th and construction has begun.
- Beaver Dam – Honeybees
 - A member of the Brown County Beekeepers Association had placed a trap near a honeybee hive that was located near the playground. The bees did not relocate to the trap as hoped but they have left the tree and are no longer a concern for playground users.
- Olde Preble Neighborhood Park – Master Plan
 - The installation of the new playground has begun.
 - Park crews will begin work in the next two weeks on thinning the wooded area just west of the new playground.
- Seymour Park – Ashland Ave. Crossing
 - Staff is working with the neighborhood association, DPW and the Planning department to relocate the existing Ashland pedestrian crossing a little further north to improve the safety and pedestrian park circulation. Community Development Block Grant funding will pay for these improvements.
- Wilder Park – Native Planting
 - The Wilder Park Neighborhood Association purchased and planted native plants around the playground at the park with assistance from Park staff in preparing the beds for planting.

RECREATION DIVISION

- The adult softball leagues are in post season. The Parks Department is offering Men's Slow-pitch, Co-Ed Slow-pitch, and Men's Modified softball leagues at Beaver Dam Park. There are 50 teams registered for the season.
- The summer session of our partnership with GGLeagues Esports began the week of July 12. These competitive leagues for youth and adults will allow participants to compete against participants in other Wisconsin communities. Leagues will run during the week, and we will be offering leagues in Madden 21, Fortnite, Rocket League, and Super Smash Bros.
- The 7h annual LEGO event took place at the Bay Beach Pavilion on July 10. Members of KLUG (Kenosha LEGO Users Group) FOXLUG (Fox Valley LEGO Users Group) displayed large LEGO creations. Approximately 2,500 attended the event.
- We are currently taking registration for Fall Softball which begins in mid-August.
- The Summer Playground Program schedule is as follows:
 - August 3-Kiddie Karnival: 5-8 pm at Leicht Park
 - August 1-Bay Beach Day
 - August 16-Aquatic Day
 - August 19-Park Picnics

- August 20-Last Day Summer Playground Program
- Einstein Project will be offered at the following parks during summer: Fisk, Tank, Joannes, Navarino, and Preble.
- The Brown County Bookmobile will be visiting 6 parks during the Summer Playground Season.
- Pickle ball Tournaments will be as follows:
 - July 27-70's Pickleball Tournament
 - August 7-Battle of the Ages
- Pickleball 101 classes are being offered in June, July, and August.
- We are currently taking registration for Adult Football which begins at the end of August.
- The Glow Zumba event will be held Friday, July 30 at Leicht Park from 8:30-10:00 p.m. Glow bracelets and necklaces will be given out to participants.
- FIT in the Parks began on July 12. We have 11 classes scheduled in 10 different parks throughout the city. Classes range from Zumba to Yoga and Boot Camp to a Stretching for Arthritis class. The series runs until August 19.
- Planning is underway for a Halloween Haunted Hike to take place in October.

AQUATICS

- Resch Aquatic Center and Colburn Pool are operating daily, 12-7 Monday-Thursday and 12-6 Friday-Sunday. So far in July, we have seen approximately 8,500 people between the two facilities.
- Staffing Update:
 - We have just enough lifeguard staff to operate both Colburn and Resch Aquatic Centers.
 - We are operating with a smaller, than average staff so we are still utilizing a lot of subs and needing to close sections to give staff appropriate time off.
- Swim Team Rentals take place at Colburn and Resch Pools daily from 6-9 a.m. and 7-9 p.m.
- Session 4 of swim lessons begins August 2. This is our final session of the summer.
- July 26 will be a Christmas in July theme night at both pools.

BAY BEACH AMUSEMENT PARK

- Staffing update:
 - Interviews continue for this season. We still need about 10 full time spots filled. With employees ending their season to go back to school, we will continue to hire as we can.
 - Ride Operators
 - Full time needed: 74
 - Open positions: 10
 - Filled 64
 - Sub Positions filled: 70
 - Concessionaires
 - Full time needed: 62
 - Open positions: 0
 - Filled: 62
 - Sub Positions filled: 58
- Weekends continue to go great. We have been fully staffed and continue to make adjustments

if staff call in or do not show up. Concessions and ticket sales continue to be excellent. Inventory has been increased, but vendors have low inventory as well. We have made a few changes week to week as needed.

METRO BOAT LAUNCH

- The VenTek paystation has been delivered. The installation should be completed around August 5.

WILDLIFE SANCTUARY

- On June 22, the City received a full occupancy permit for the new banquet hall. We are now accepting reservations.
- Repairs from fallen tree damage have been made to boardwalks on the Chipmunk and Hussong trails.
- New wood decking on the Nature Center parking lot bridge will be installed late August, after summer programs are completed.
- There are 3 more weeks of Summer Camp. 15 of our 16 sessions offered have been full. The kids are having a great time, and everyone is staying safe.
- Staff has brought live animals to 3 of the Green Bay City parks for their park program and will be visiting 3 more before the end of summer.
- General visitor numbers in the Nature Center are increasing as the summer goes on.
- Modifications were made to our porcupine exhibit to accommodate 2 new crows that will be housed in this exhibit.
- 7 fawns in our rehabilitation program are doing well. The Sanctuary is 1 of 2 rehab facilities in the state that take fawns.
- There is a Green Bay Booyah baseball fundraiser game on Monday, July 26. \$5 from each ticket sold will benefit the Wildlife Sanctuary.
- Staff is working on planning for the Walk for Wildlife fundraiser that will be held Saturday, September 18.
- Animal Care released a red-tailed hawk, 4 thirteen-lined ground squirrels, 6 Virginia opossums, and 10 raccoons that were all raised onsite through the wildlife rehabilitation program at various sites around the state.

ADMINISTRATION

- The Adult Fall Softball League is now open for registration. Materials and the website have been updated. Social media marketing has also begun. We are currently taking registrations for other programs which include Pickleball 101, several Pickleball Tournaments, Swim Lessons, and Summer Camps. A new session of GGLeagues is open for registration. We will oversee the website updating and marketing.
- Forestry calls increase as crews work hard on storm cleanup as well as their regularly scheduled jobs. Calls include questions on pruning, planting, tree/ stump removal, and EAB questions.
- Social Media as well as the park webpage are being updated daily as our programs and facilities continue to open.

- Many weekend dates are full or almost full as phone and online reservations come in for both Park and Bay Beach shelter rentals.
- If you are visiting the Milwaukee County Zoo this year, stop in our office to purchase discounted admission tickets.
- Customer inquiries have increased via email, phone, and social media messages.
- Seasonal hiring/recruiting is still taking place for this summer. We have begun preparing for the fall hiring season and have started posting fall positions.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

July 28, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Parks Committee is scheduled for August 11, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None