



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, AUGUST 25, 2021, 5:00 PM

Virtual Meeting. Public may join via Zoom.

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 to accept the AmeriCorps State Planning Grant in the amount of \$65,613.
2. Consideration with possible action on the request by Alder Brunette to give a staff update on Lymantria Dispar issues in Green Bay.

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 Sept. 15, 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

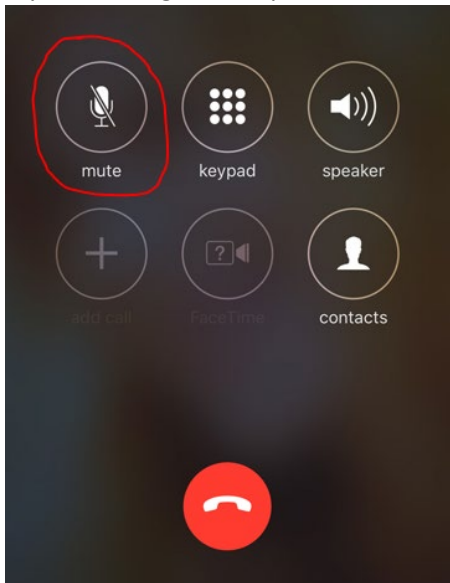
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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

August 25, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action to accept the AmeriCorps State Planning Grant in the amount of \$65,613.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. AmeriCorp Grant Contract

AGREEMENT

Between the

WISCONSIN NATIONAL AND COMMUNITY SERVICE BOARD

and

CITY OF GREEN BAY

THIS AGREEMENT is made and entered by and between the Wisconsin National and Community Service Board (“Board”) and City of Green Bay (“Grantee”), with a DUNS Number of 074797028 for the Performance Period August 15, 2021 through August 14, 2022.

WHEREAS, the Board is responsible for the administration of programs and the Department of Administration is responsible for the administration of the funding; and

WHEREAS, on behalf of the Board, the Department of Administration, pursuant to sections 15.03 and 15.105(24)(a), Wis. Stats., administers budgeting, and related management functions of the Board’s program responsibilities; and

WHEREAS, the appropriations from which payments are to be made under this Agreement are subs. 20.505(4)(j) and (p), Stats. and

WHEREAS, the Grantee has submitted an Application to the Board for an award under the Program to undertake activities consistent with the program requirements set forth in sec. 16.22 Stats.; and

WHEREAS, on June 2, 2021 the Board, relying upon representations in the Grantee’s application, approved an award to the Grantee in the amount of Sixty-Five Thousand, Six Hundred Thirteen Dollars (\$65,613) for eligible activities herein described and to be utilized in accordance with the terms and conditions of this Agreement; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, it is the intention of the parties to this Agreement that all work shall be for their mutual benefit; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Board and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this agreement:

- 1) This Agreement (including all attachments)
- 2) All other documents referenced in this Agreement

FOR THE GRANTEE:

**WISCONSIN NATIONAL AND COMMUNITY
SERVICE BOARD**

BY: Eric Genrich, Mayor

BY: Christine Beatty, Board Chair

DATE

DATE

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For the purposes of this Agreement:

- (a) “Agreement” means the Wisconsin National and Community Service Board Agreement with the Grantee, together with any future amendments, modifications, or alterations thereof.
- (b) “Application” means the Grantee’s final approved Application for 2021-2022 and all attachments thereto, as approved by the Wisconsin National and Community Service Board and the Corporation for National and Community Service/AmeriCorps. By its Application, the Grantee agrees to the guidelines, assurances, certifications and requirements as set forth in the AmeriCorps Grant Terms and Conditions issued by the Corporation for National and Community Service/AmeriCorps.

The Corporation’s 2021 Terms and Conditions for AmeriCorps State and National Grants (General and Specific) can be found at:

<https://americorps.gov/grantees-sponsors/directs-territories-tribes>

- (c) “Board” means the Wisconsin National and Community Service Board, together with its successors and assigns.
- (d) “Corporation for National and Community Service/AmeriCorps” means the federal agency established under the National and Community Service Act of 1990 as amended by the Serve America Act, which funds the AmeriCorps Program.
- (e) “Grantee” means City of Green Bay, together with its successors and assigns.
- (f) “Eligible Costs” means all costs and expenditures actually incurred by the Grantee as approved in Grantee’s Application and as outlined in the Budget and Scope of Work as further explained in the Grantee’s Approved Application, including Budget and under Article 26 of this Agreement.

ARTICLE 1. CONTRACT ADMINISTRATION

The Board employee responsible for administration of this Agreement shall be Jeanne M. Duffy, Executive Director, or his designee and who shall represent the State’s interest in review of quality, quantity, rate of progress, timeliness of services and related considerations as outlined in this Agreement.

The Grantee’s employee responsible for administration of this Agreement shall be Daniel Ditscheit, Green Bay Parks, Recreation and Forestry Director, who shall represent the Grantee’s interest regarding Agreement performance, financial records, and related considerations. The Board shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by the following requirements:

- 1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the Board.
- 2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et sec*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Board acts as agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subgrantees, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of Agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of state funds under the same or a separate contract program, then the state funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The Grantee shall perform the projects and activities as set forth in its Application, which is incorporated herein by reference. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth in the Application as approved by the Board and the Corporation for National and Community Service/AmeriCorps. Additionally, the Grantee shall perform all activities as stated in the approved Application as they correspond to the Budget. Changes to the Scope of Work may be made only by written agreement of both the Board and the Grantee.

(a) Progress Reports and Aggregate Financial Reports: The Grantee must provide Progress Reports that accurately and completely detail progress toward performance measures. Any program and/or fiscal problems encountered must be itemized. Aggregate Financial Reports shall also be submitted to the Board. Reporting requirements are specified more closely in Article 34 of this Agreement, the AmeriCorps Grant Terms and Conditions, and Agreement Addendum #1.

(b) Closeout Period: When notified by the Board, the Grantee must provide proper closeout documentation. Closeout documentation shall include: Final Aggregate Financial Report, Equipment Inventory of Individual Items Purchased with AmeriCorps Federal Grant Funds, Inventory of Unused or Residual Items Purchased with AmeriCorps Federal Grant Funds, and Certification of Subgrantee Closeout. Availability of records for examination and records retention requirements are specified in Article 33 of this Agreement and in the AmeriCorps Grant Terms and Conditions.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be the period from August 15, 2021 through August 14, 2022 (the "Performance Period"), unless otherwise provided for by amendment to this Agreement.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in its Application and described herein in accordance with those standards established by statute, administrative rule, the Board, and any applicable professional standards. In addition, the Grantee pledges to abide by the applicable requirements in the AmeriCorps Grant Terms and Conditions.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or subrecipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Board. The Board reserves the right to reject any subrecipient after notification. The Grantee shall provide the Board with a copy of any executed subcontract or accepted subrecipient bid for the purpose of administering this Agreement which relates to activities funded. The Grantee shall be responsible for all matters involving any subrecipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subrecipient. The Board bears no responsibility for subrecipient compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a state public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the Board unless timely, appropriate disclosure is made to the Wisconsin Ethics Commission, 101 East Wilson Street, Room 127, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Board and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION / AFFIRMATIVE ACTION

In connection with the performance of work under this Agreement, Grantee agrees not to discriminate against any employee, AmeriCorps member, or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in section 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees, AmeriCorps members, and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee/contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, 101 East Wilson Street, Madison, Wisconsin 53703, unless compliance eligibility is current. Additional details are available here <https://doa.wi.gov/Pages/StateEmployees/AffirmReq.aspx>.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of the contract, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION OF AGREEMENT

The Board may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Board's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Board.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Board by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of the termination notice, the Grantee shall make available to the Board program records, equipment, and any other programmatic materials. In the event the agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Board within forty-five (45) days of the effective date of termination any payment made by the Department of Administration to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The Board reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the State Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The Board reserves the right to suspend payment of funds if required reports are not provided to the Board on a timely basis or if performance of the grant activities is not evidenced. The Board further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities are not evidenced on other contracts between the Board and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Board and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

(a) All materials produced under this Agreement shall become the property of the Grantee and may be copyrighted in its name. The Board reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use the work for government purposes.

(b) All articles, reports, publications, or other documents resulting from this agreement shall acknowledge that financial assistance was provided by the Wisconsin National and Community Service Board and the Corporation for National and Community Service/AmeriCorps. (See the AmeriCorps Grant Terms and Conditions for specific language.)

ARTICLE 15. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and all Attachments comprise the entire Agreement of both parties. This Agreement may be amended at the discretion of the Board, but only by a written document signed by both parties.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the Board desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, this shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Board and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Board. Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

The CFDA for AmeriCorps is 94.006

Federal Award Identification Number: 18AFHWI0010029

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the Corporation for National & Community Service/AmeriCorps.

ARTICLE 24. VARIANCES

Agreement variances may be permissible as outlined in the AmeriCorps Grant Terms and Conditions and WNCBSB Modification Guidelines. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement, unless otherwise specified in Article 5.

ARTICLE 25. TOTAL COST

The total cost of this Agreement shall not exceed Ninety Thousand, Six Hundred Thirteen Dollars (\$90,613). Reimbursement by the Department of Administration shall not exceed Sixty-Five Thousand, Six Hundred Thirteen Dollars (\$65,613). The Grantee shall provide Twenty-Five Thousand Dollars (\$25,000). If total expenditures under this Agreement are less than \$90,613, the Grantee shall provide 28% of actual total expenditures. The dollar amount and percentage rate to be provided by the Grantee may be affected by match waivers approved by the Corporation for National and Community Service/AmeriCorps. See itemized budget that is incorporated into this Agreement by reference.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to contracted activities and identified and approved in the Application.

- (a) No Eligible Costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Board.
- (b) Costs only as identified in the Budget and described in the Application are allowed.
- (c) All methods of charging expenses against this Agreement must be submitted to the Board for review and approval.

ARTICLE 27. ALLOWABLE COSTS

2 CFR, Subtitle A, Chapter II, Part 200, Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability. The Grantee shall also comply with cost allowability guidance specified in 2 CFR, Subtitle B, Chapter XXII – Corporation for National and Community Service.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Board or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Board may deduct the appropriate amount from subsequent payments due to the Grantee from the Board. The Board also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Board for any disbursed funds which are determined by the Board to have been misused or misappropriated. The Board may also require reimbursement of funds if the Board determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the Board, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive agreement. The Grantee shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include program income, as defined in Article 39 of this Agreement.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system which complies with the rules and regulations required by the Program funding source described herein and with standards established by the Board to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period.

(a) The Department of Administration, on behalf of the Board, shall make payment to the Grantee upon receipt of quarterly or monthly invoices submitted in the required format and subject to paragraph (b) below:

(b) Payment by the Board shall be made only if the Board determines that the Grantee is making satisfactory progress in completing the project tasks and the Board approves of the payment request or invoice. No requests for reimbursement shall be processed unless AmeriCorps Progress Reports and Aggregate Financial Reports are completed and up-to-date as more fully described in Article 34. A final invoice shall be submitted to the Board no later than sixty (60) days following the close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENTS

The Grantee shall have a certified annual audit performed using Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The audit shall include funds passed through the Board and expended by the Grantee.

Records of the Grantee, subgrantee, if any, and contractors relating to this Agreement shall be available for review or audit upon request by the Board or the Board's duly authorized representatives.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with 2 CFR, Subtitle A, Chapter II, Part 200, Subpart F, and the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

ARTICLE 33. EXAMINATION OF RECORDS

The Board, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Board and any of its authorized representatives shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Board. Such material shall be retained for three (3) years by the Grantee following notification from the Board of grant number closeout.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Board in writing of any planned conversion or destruction of these materials at least ninety (90) days prior to such action. Any charges for copies provided by the Grantee for books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Board.

The minimum acceptable financial records for the project consist of: 1) Documentation of staff and members' time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs; 7) Documentation of Agreement services and materials; and 8) Any other records which support charges to project funds.

The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PROGRESS AND AGGREGATE FINANCIAL REPORTS

The Grantee shall submit Progress Reports and Aggregate Financial Reports to the Board during the period that this Agreement is in effect. These reports shall accurately and completely detail the uses of the funds received under this Agreement, how funds have been expended, and the amounts expended during the immediately preceding fiscal period, until the Agreement expires. Progress Reports must identify the status of progress of tasks as provided in the Application and Budget approved by the Board and the Corporation for National and Community Service/AmeriCorps. In general, reports are due on the 20th of the month following the end of the reporting period. Reporting periods and report deadlines are detailed in Agreement Addendum #1.

SPECIAL TERMS AND CONDITIONS**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

The Grantee shall perform an “Agreed upon Procedures Audit” on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest according to the AmeriCorps Grant Terms and Conditions. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PROGRAM INCOME

Program income means gross income received by the Grantee which is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all grant funds obtained from the Board; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on program income pending its disposition. Program income may be further described in the AmeriCorps Grant Terms and Conditions.

The Grantee agrees that all program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of program income are considered, the Grantee shall submit a plan detailing the proposed uses of program income to the Board for approval. Should the Grantee decide following Agreement close out to discontinue using program income for such purposes, the Grantee shall return the program income balance and any additional program income accrued to the Board by January 31 of the following year.

ARTICLE 40. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Board shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding the date of submission of the Application incorporated by reference into this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the date of submission of the Application incorporated by reference into this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this Article, such prospective participant shall submit a written explanation to the Board.

ARTICLE 42. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Board, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed, and is in compliance with, all of its requirements.

ARTICLE 43. AUTHORITY TO SIGN DOCUMENT

The person(s) signing this Agreement certifies and attests that the Grantee's respective Articles of Incorporation, Bylaws, Charter, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

The following attachments are hereby incorporated by reference into this Agreement:

Grantee's Approved Grant Application, including Budget Form and Budget Narrative

Planning Grant Agreement Addendum #1

2021-2022 Contract Memo

Serve Wisconsin AmeriCorps Planning Grant Modification Guidelines 2021-2022

Serve Wisconsin AmeriCorps Planning Grant Budget Modification Guidelines 2021-2022

Serve Wisconsin Subgrantee Budget Modification Request Spreadsheet/Template

CNCS/AmeriCorps 2021 General Grant Terms and Conditions

CNCS/AmeriCorps 2021 Terms and Conditions for AmeriCorps State and National Grants



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 25, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on the request by Alder Brunette to give a staff update on Lymantria Dispar issues in Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 25, 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. Directors Report

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, August 25,
2021**

PARK DIVISION

- Park crews continue to mow turf areas in greenways and parks.
- Park 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.
- Park's is still down on seasonal help on the PM shift. Parks currently has one seasonal employee working the PM shift.

FORESTRY DIVISION

- Forestry crews continue to grind stumps and restore the terrace areas. The recent storms and equipment issues did bring stump grinding to a halt for 2-3 weeks, but we are up and running again. Stumps that were made due to storm damage will be added to the current list, fall weather will determine if we get to those stumps this year.
- Crews also continue tree removal operations on the west side streets, the removal crew was busy the past 3 weeks with tree removals at Colburn Park for park projects and storm clean-up efforts.
- Ash trees continue to be 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 projected number of ash trees identified for removal looks to be between 2,000 and 2,500 street trees. Staff is in the process of determining a course of action to address the increasing tree removal need. To date this summer 1,300 ash trees have been treated, the goal is to have 1850 trees treated by Labor Day. The first week of September is typically the end of the treatment season.
- Gypsy Moth life cycles have ended the destructive phase for the year. Our treatment efforts in high pressure areas were quite effective. Several residents did also report back saying that what we did helped reduce the number of caterpillars and subsequent feeding on those trees. Staff will again assess park areas for high numbers of egg masses and determine if treatments in 2022 will be necessary.
- Staff continues to deal with weather related tree calls every week. The last week of July and first 2 weeks of August have been very busy with storm clean-up efforts.

DESIGN & DEVELOPMENT DIVISION

- Baird Creek Greenway – Pedestrian Bridge
 - The contract has been awarded for Parks 2-21 (Pedestrian Bridge Over Baird Creek) in the amount of \$309,161 the lowest responsive, responsible Bidder.
- 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.
 - The application has been reviewed by the DNR and the City has been notified that the DNR will be submitting the grant application on behalf of the City to the National Park Service (NPS) to be part of the ORLP national competitive process.
 - 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 – Engineering
 - Staff has hired a consultant to engineer an ADA accessible walk from the proposed parking lot expansion to the 4K entrance of the Dick Resch & Family Nature and Conservation Center.
 - Staff has hired a consultant to engineer to design a new entry sequence at the main entrance of the nature center.
- Colburn Park - Colburn Park Little League Renovations
 - Construction has begun on this project.
- Dog Parks
 - Staff held a meeting on July 29 to begin discussions on implementing dog parks in City parks. We are currently planning a meeting for mid-Sept. review the information we have gathered on the various aspects out of the initial conversation on Dog Park Focus Group Strategy/Planning.
- Navarino Park – Paved Loop and Lighting
 - The Navarino Neighborhood Association will be hosting a ribbon cutting ceremony on August 26 @ 6 pm to celebrate the completion of the paved walking/biking loop and lighting projects in the park.
- Olde Preble Neighborhood Park – Playground
 - Installation of the playground is progressing.

RECREATION DIVISION

- The adult fall softball leagues have begun. We are offering Men's Slow-pitch, Co-Ed Slow-pitch, and Men's Modified softball leagues at Beaver Dam Park. We have 26 teams registered for the season which will run through mid-October.
- The fall session of our partnership with GGLeagues Esports will begin the week of October 4. 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.

- We are currently taking registrations for table tennis, adult basketball leagues and youth basketball skills.
- The Glow Zumba event was held Friday, July 30 at Leicht Park had 75 participants.
- The Adult Football Leagues will be held on Wednesdays and Thursday evenings. The program begins Wednesday August 25 and Thursday August 26 for 7 weeks, ending October 7.
- Planning is underway for the Howling Halloween Hike at the Wildlife Sanctuary. This is a collaborative event between the WLS and Recreation Divisions. Costumes, trick-or-treating and activities will be held from 6-9 p.m. on Friday, October 22.

AQUATICS

- Colburn's last day will be Sunday, August 22 at 6:00 pm. The Resch Aquatic Center closes Thursday, August 26 at 6:00 pm.
- So far this summer, we've had about 22,000 people visit Resch and about 5,000 visits at Colburn Pool.
- Planning is underway for our indoor pool season which will include swim lessons and swim team rentals at Southwest and Edison Pools.

BAY BEACH AMUSEMENT PARK

- Staffing:
 - Interviews continue for the upcoming season.
 - Orientations and trainings will continue.
 - Due to staffing shortages some rides may be closed each day.
- Attendance:
 - When the weather is nice, we continue to see attendance levels on par with 2019.
- Fall Hours:
 - We began our daily 10-6 fall hours on Sunday, August 15. We will be open seven days a week through August 29. The park will continue to be open weekends through the end of September, staffing levels permitting.
- Employee Appreciation:
 - The City held an employee appreciation event for all city employees on August 19. Attendees received free rides and a picnic style dinner.

TRIANGLE SPORTS AREA

- Disc golf has been open since 3/22.
- Rentals continue for the season.

METRO BOAT LAUNCH

- Improvements being made/needed.
 - VenTek paystation—has been installed and operating since August 5.

- Bathrooms are open daily.

WILDLIFE SANCTUARY

- Lighting project completed at new addition – outside beautifully illuminated at night.
- Very heavy storm damage at park week of 8/9 – power out – lines down – front entry blocked – east side trails system closed due to precariously hanging branches, many trails blocked. ALL open now thanks to hard work of our Rangers and their summer crew.
- Successful and healthy summer camp session ending today (8/19) – good turn-out with nearly all 16 sessions full.
- Open house help showcasing new rental facility – still working on way to better market – several tours given to potential renters. Signage/furniture on way.
- Steady increase throughout Summer in general visitor numbers – with many summer camps – groups utilizing park as field trip destination – multiple buses on-site daily along with an increase in out-of-town patrons.
- Wildlife rehab season still going strong with (hopefully) final round of infant animals coming into our care (rabbits, squirrels, birds, etc.) – Recent storm and flooding have increased numbers of displaced and thus found by the public.
- Concept/design underway for dedicated 4K walkway (from lots to school) as well as re-design/re-configure of existing gift shop.
- Many media outlets at the sanctuary recently highlighting storm damage, plight of wildlife, bird diseases, etc. – seen as an outlet/trusted source on local environmental issues.
- Preparation well under way for Walk For Wildlife fundraiser 9/18 – many covid modification from last year will remain in place.

ADMINISTRATION

- Fall Softball Leagues have started playing. Football Leagues start this week.
- We are currently taking registration for Youth Basketball Skills, Indoor Swim Lessons, Table Tennis Leagues, and Adult Basketball Leagues.
- Staff are undergoing ArchiveSocial training.
- New Pay Station for Metro Boat has been installed and we will be having revenue reconciliation training on August 25.
- Budget formulation and CIP updates are being worked on daily.
- Employee appreciation week was celebrated throughout the Parks and Recreation Department everyone really enjoyed it.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 25, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Parks Committee is scheduled for Sept. 15, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None