



AGENDA OF THE PARKS COMMITTEE

**WEDNESDAY, OCTOBER 12, 2022, 5:00 PM
CITY HALL, ROOM 207**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on approving a lease with McDonald Services, LLC to lease Bay Beach Amusement Park gravel parking lot space to McDonald Services, LLC and to lease warehouse space from McDonald Services, LLC to accommodate Bay Beach Amusement Park storage needs.
2. Consideration with possible action on accepting a \$35,500 Wisconsin Coastal Management Program grant for the purchase of the Woods Golf Course Greenway.

E. Informational.

1. Director's Report on updates and recent activities for the Parks, Recreation & Forestry Department.
2. The next Park Committee meeting is scheduled for October 26, 2022.

F. Adjournment.

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

- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 12, 2022

PREPARED BY

AGENDA ITEM # D.1

Consideration with possible action on approving a lease with McDonald Services, LLC to lease Bay Beach Amusement Park gravel parking lot space to McDonald Services, LLC and to lease warehouse space from McDonald Services, LLC to accommodate Bay Beach Amusement Park storage needs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City_McDonald Lot_Eds Lease FINAL - MS executed

BAY BEACH AMUSEMENT PARK
PARKING AGREEMENT
AND LEASE WITH
MCDONALD SERVICES, LLC

THIS AGREEMENT is made this 3 day of October, 2022, by and between the CITY OF GREEN BAY a Wisconsin municipal corporation (CITY), and MCDONALD SERVICES, LLC, a Wisconsin Limited Liability Corporation (MCDONALD), collectively referred to as the Parties.

1. **LEASE:** CITY hereby agrees to lease to MCDONALD one (1) City-owned parking lot consisting of approximately 30,000 square feet located at 1313 Bay Beach Road, Green Bay, Wisconsin as more accurately depicted in the attached Exhibit A, attached hereto and made apart hereof (Premise 1). Additional space may be available to the MCDONALD at the CITY's sole discretion.

MCDONALD hereby agrees to lease to CITY a building located at 1230 Bay Beach Rd, Green Bay, Wisconsin, consisting of approximately 8,000 square feet of cold storage, as more accurately depicted in the attached Exhibit B, attached hereto and made apart hereof (Premise 2). Additional space may be available to the CITY at the MCDONALD's sole discretion.

2. **TERM:** This Agreement shall become effective October 1, 2022 and remain in effect for Premise 1 for seven (7) months, ending April 30, 2023, and for Premise 2 for twelve (12) months, ending September 30, 2023, both Initial Terms. This Agreement may thereafter be renewed for additional monthly terms upon written notice and approval from the CITY and MCDONALD. The Initial Terms and any subsequent Renewal Terms shall be known as the "Term".
3. **RENT:** Beginning October 1, 2022, CITY shall pay to MCDONALD for the lease of the Premise 2 a sum of One Thousand Dollars (\$1,000.00) per month, due on or before the first day of each month of the Term. Beginning October 1, 2022, MCDONALD shall pay to CITY for the lease of Premises 1 a sum of One Thousand Dollars (\$1,000.00) per month, due on or before the first day of each month of the Term. During the months that overlap during the term (October-April), CITY and MCDONALD shall not exchange any rent payments. April-end of term, CITY shall pay MCDONALD as stated above.

4. PAYMENTS: Regular payments are due on or before the first of each month. It is understood and agreed by and between the Parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of the Parties to make payment in accordance with the terms of this Agreement shall cause this agreement to terminate and to be null and void; and the Parties may enter upon and expel the Parties from said premises forthwith, including issuance of parking citations.

5. USE RESTRICTIONS:

- a. It is understood that and agreed by and between both Parties that Premises 1 shall be used exclusively for the purpose of storing of empty semi-trucks and empty trailers and shall not be used in connection with or for any other purpose.
- b. It is understood that and agreed by and between both Parties that Premises 2 shall be used exclusively for the purpose of storing of materials and equipment for the CITY and shall not be used in connection with or for any other purpose.
- c. MCDONALD and CITY shall not store any other materials, equipment, or chattels without proper authorization.
- d. The CITY shall maintain a right of access to Premises 1 at all times during a Term.

6. MAINTENANCE AND CONDITIONS:

- a. Both parties agree to maintain the premises in reasonably good repair at its own expense based on prior inspection and walk through.
- b. MCDONALD, agrees that upon expiration or termination of this Agreement, MCDONALD shall return Premise 1 to the CITY, in as good condition as when entered upon, usual wear and tears and acts of God accepted.
- c. Both Parties shall maintain general liability and property insurance for all contents and equipment that is placed or kept on the Premises.
- d. Both Parties shall maintain Premise 1 & 2 in a clean and public condition and in accord with any and all ordinances of the City of Green Bay and laws and regulations of the State of Wisconsin.

- e. MCDONALD shall be responsible for snow plowing at Premises 1 and storing such snow in the Northeast corner of the Premises where the gravel driveway extends.
 - f. MCDONALD shall be responsible for snow plowing at Premises 2 and will bill CITY per occurrence for the area shaded in blue on Exhibit C.
 - g. MCDONALD shall restore all grass and gravel at Premises 1 to original condition upon the expiration or termination of this Agreement. MCDONALD and CITY shall complete a final walkthrough to confirm this work has been accomplished to the CITY's satisfaction.
 - h. MCDONALD shall, at all times during the Term of this Agreement, monitor Premise 1 to ensure that only designated parties are entering said Premises.
- 7. INSURANCE:** Both Parties shall present to the other Party a Certificate of Insurance with coverage and minimum policy limits as follows:
- a. General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
 - b. Business Automobile Coverage
 - i. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
 - ii. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.
 - c. Workers Compensation and Employers Liability
 - i. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
 - 1. \$100,000 Each Accident
 - 2. \$500,000 Disease Policy Limit
 - 3. \$100,000 Disease – Each Employee
 - d. Waivers of Subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability and Automobile Liability.
 - e. The insurance coverage required must be provided by an insurance carrier with "Best" rating

of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.

- f. The City, its officials, employees, and agents shall be named as "Additional Insured" on all Liability Policies.
- g. All insurance shall be primary to the Additional Insured and non-contributory to any other insurance, self-insurance or other similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:
- h. Each Party is responsible for Personal Property Insurance.
- i. Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

All notices shall be sent to LESSEE at the following address:

McDonald Services, LLC
Attn: Real Estate Division
1032 Bay Beach Road
Green Bay, WI 54311

- 8. INDEMNIFICATION:** Each Party agrees to indemnify the other Party for each Party's lease of the other Party's property. The City and McDonald agree to indemnify, defend and hold harmless the City and McDonald, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Leasing Party or of anyone acting under its direction or control or on its behalf, even if liability is

also sought to be imposed on the other Party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Lessor, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of either Party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Each Party shall reimburse the other Party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

9. TERMINATION: Either Party may terminate this Agreement for any reason upon fifteen (15) days written notice to the other Party.

10. NOTICE: Any notice by either Party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed in a postpaid envelope in the United States postal system, addressed as designated below. Notice shall be deemed to have been duly given, if delivered personally, upon the date such notice was placed in the mail.

CITY: City of Green Bay Parks Recreation and Forestry Department
100 North Jefferson Street
Green Bay, WI 54301

MCDONALD: McDonald Services, LLC
1032 Bay Beach Road
Green Bay, WI 54302

11. NO ASSIGNMENT: Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. CONTROLLING LAW: This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin.

13. ENTIRE AGREEMENT: This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. SEVERABILITY: If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. COUNTERPARTS: This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the last date listed below.

CITY OF GREEN BAY

Dated: _____, 2022

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

By: _____
Dan Ditscheit, Director of Parks Recreation and Forestry

MCDONALD SERVICES, LLC

Dated: 10-3-22, 2022 By: Ryan P. Gerczak

Ryan Gerczak, VP of Operations

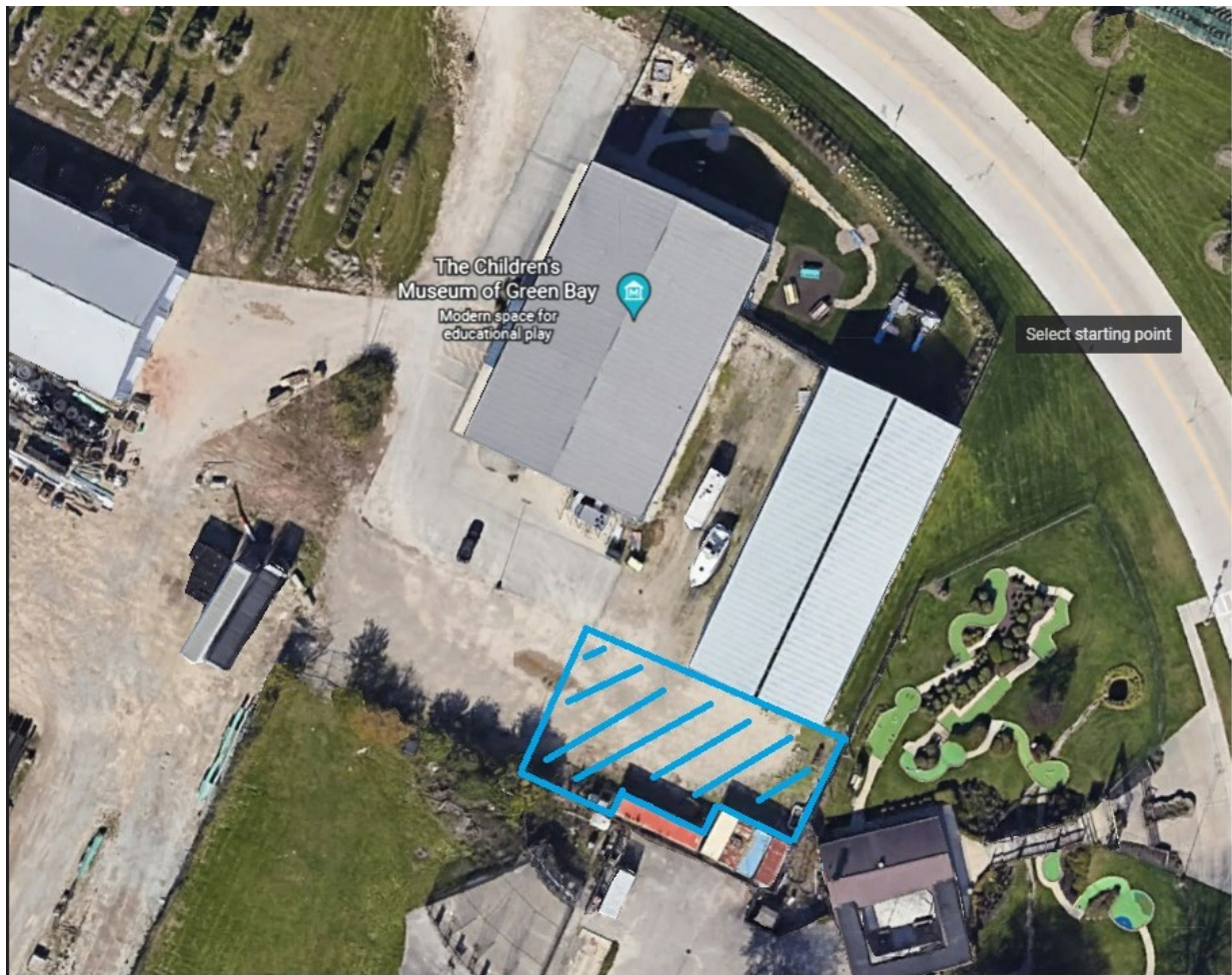
EXHIBIT A



EXHIBIT B



EXHIBIT C





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 12, 2022

PREPARED BY

AGENDA ITEM # D.2

Consideration with possible action on accepting a \$35,500 Wisconsin Coastal Management Program grant for the purchase of the Woods Golf Course Greenway.

BACKGROUND

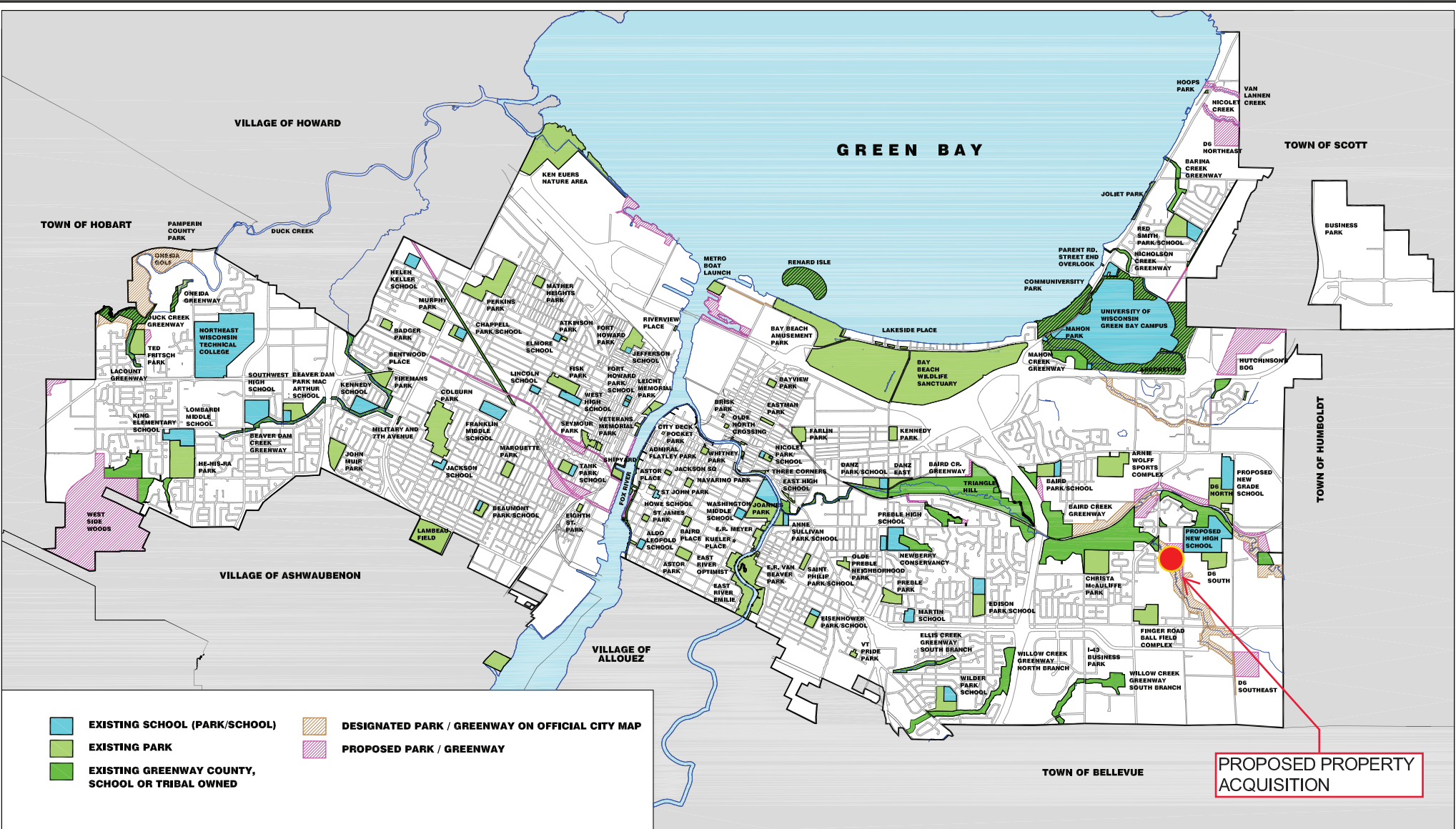
RECOMMENDATION

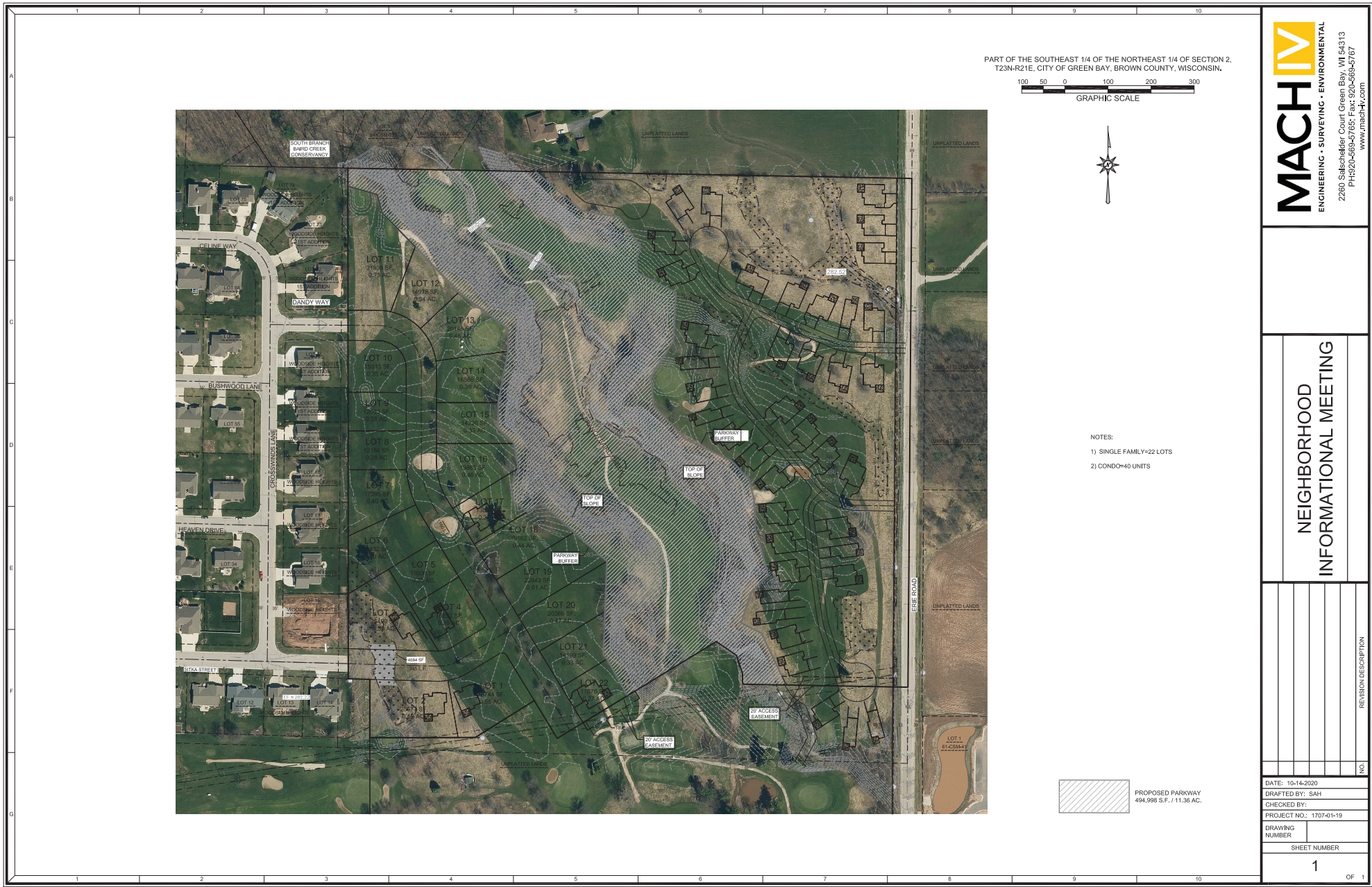
FISCAL IMPACT

ATTACHMENTS

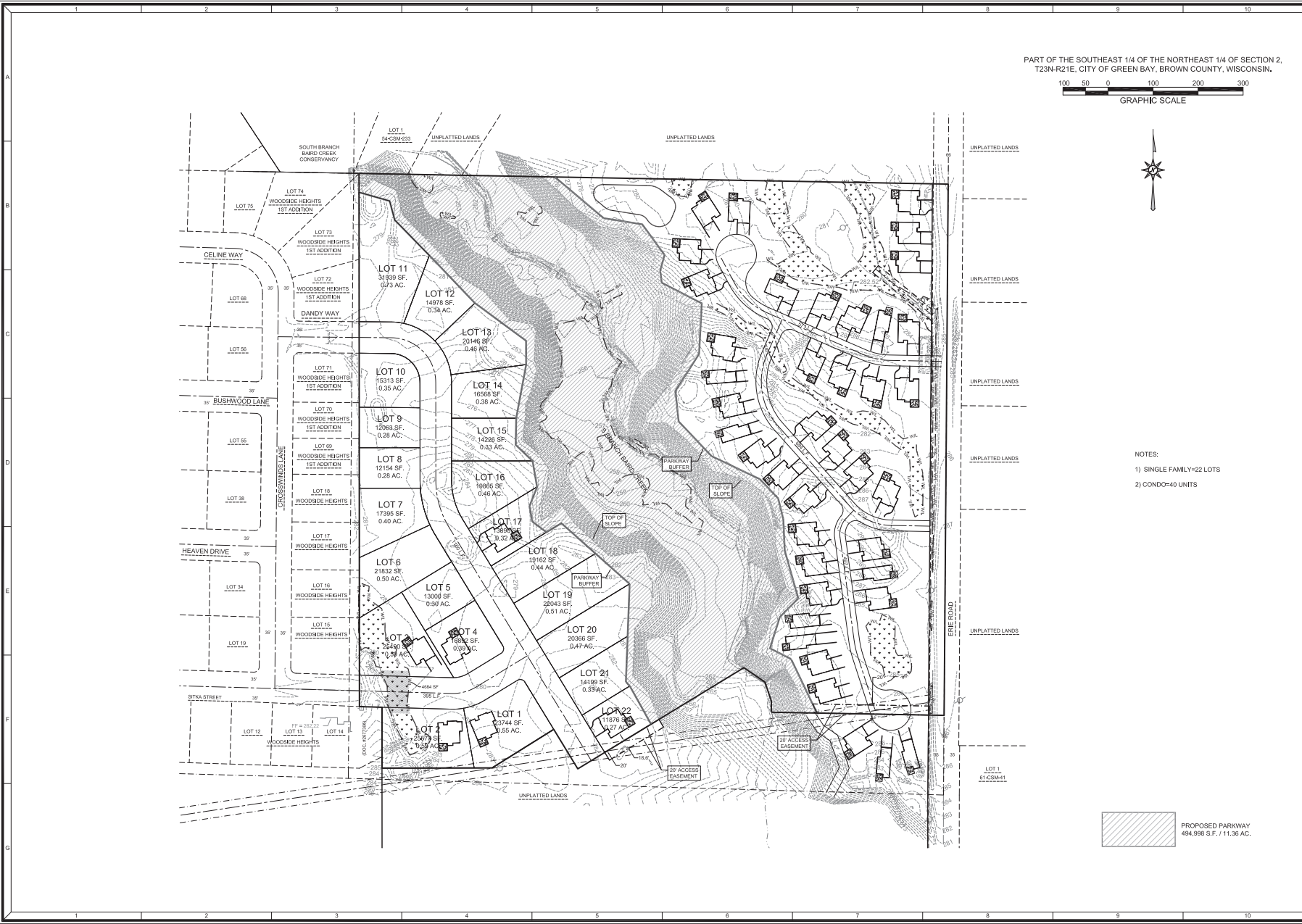
1. The Woods Park Map
2. 1707-01-19 ENG Neighborhood (3)
3. 1707-01-19 ENG Neighborhood (4)
4. 023.42-contract-agreement-306A

THE WOODS PROPOSED PROPERTY ACQUISITION





R:\urban\1707-01-19 The Woods\DRAWINGS\1707-01-19 ENG.dwg 10/14/2020 10:54:57 AM



- NOTES:
- 1) SINGLE FAMILY=22 LOTS
 - 2) CONDO=40 UNITS

PROPOSED PARKWAY
494,998 S.F. / 11.36 AC.

MACHIV
ENGINEERING • SURVEYING • ENVIRONMENTAL
2280 Salschelder Court Green Bay, WI 54313
PH: 920-569-5765 Fax: 920-569-5767
www.machiv.com

NEIGHBORHOOD
INFORMATIONAL MEETING

NO.	REVISION DESCRIPTION

DATE: 10-14-2020
DRAFTED BY: SAH
CHECKED BY:
PROJECT NO.: 1707-01-19
DRAWING NUMBER
SHEET NUMBER

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF GREEN BAY**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF GREEN BAY** ("Grantee") with a UEI Number of ZCUZDCHFP7C6, for the Performance Period of the date this agreement is signed by the State through **June 30, 2023**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

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

WHEREAS, the State has approved an award to the Grantee in the amount of **Thirty-Five Thousand Five Hundred Dollars (\$35,500.00)** and the Grantee agrees to provide **Fifty-Two Thousand Five Hundred Dollars (\$52,500.00)** for eligible activities herein described; 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, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State 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) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF GREEN BAY

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATION**

BY: _____
Eric Genrich

BY: _____
Dawn Vick

TITLE: Mayor

TITLE: Administrator

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Lauren Leckwee**, or their designee and who shall represent the Department'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 the administration of this Agreement shall be **Dan Ditscheit**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division 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 and comply with 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 State.
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 seq*.

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 Division and the Department act as agents and representatives 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 subrecipients, 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

1. 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 on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2022** through **June 30, 2023** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee 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 State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, 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 State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee 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 s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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 shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

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, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, 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 shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division 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 the 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 State'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 State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division 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 termination notice, the Grantee shall make available to the Division 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 Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

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

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State 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 is not evidenced on other contracts between the State 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 State 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 Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

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 State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work 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 State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which 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 appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA22NOS4190085**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. 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.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **40%** of the total cost or not to exceed **Thirty-Five Thousand Five Hundred Dollars (\$35,500.00)**. The Grantee shall provide **60%** of the total cost, or **Fifty-Two Thousand Five Hundred Dollars (\$52,500.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State 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 State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, 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.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State 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

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. 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.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State 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 (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, 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 State 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 State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of 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 State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee 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 (submitted with initial invoice); 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. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30.** The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

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

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

ARTICLE 37. AUDITS

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 State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that 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 Agreement funds obtained from the State; 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.

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 State 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 State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. 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 receding this proposal 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 or contract under a public 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 this application/proposal 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 attach an explanation to this proposal.

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Attachment A

Grant Agreement # AD229118 – 023.42

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): City of Green Bay - The Woods Greenway Acquisition	
3. Organization applying: City of Green Bay	5. Organization nine-digit DUNS Number: 074797028
4. Contact Person and Address (include full, <u>nine-digit</u> zip code): Daniel Ditscheit 100 N. Jefferson Avenue, Room 510 Green Bay, WI 54301 Phone: 920-448-3381 Email: Dan.Ditscheit@greenbaywi.gov	6. Primary County where project is located: Brown County 7. Other Counties where project is located: 8. Congressional District #: 8 9. State Senate District #: 30 10. State Assembly District #: 88
11. Total Project Cost: \$88,000	
12. WCMP Share: \$35,500	14. WCMP Percent: 40%
13. Applicant Share: \$52,500	15. Applicant Percent: 60%
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. <u>Consider completing this portion of the application last to summarize your proposal.</u> a. Project Description: The City of Green Bay is looking to acquire 12.1 acres of land from a Developer which would become a greenway accessible to the public. The land is located in the far-east side of Green Bay within Parcel# 21-40-6. The southern branch of Baird Creek flows through the middle of the property. There are mature trees and areas of delineated wetlands within the site. The property was formerly used as a golf course and is currently being maintained as such. If this property is acquired, the City plans to convert the turf grass to native plantings as a future project which is not related to this request for grant funding. Acquiring this land and converting it to indigenous riparian vegetation will aid in better water quality within the Baird Creek which is a tributary of the Fox River. The Fox River flows north and empties into the Bay of Green Bay where the City is working to install a swimming beach, fish habitat and a fishing pier. This proposed greenway would allow the public access to nature-based recreational opportunities on a piece of property that is currently under private ownership. b. Project Tasks/Deliverables: 1. Task A: Commitment to Purchase Property The City of Green Bay will bring this request to purchase proposal to the Parks Committee on May 11, 2022 and the City Council on May 17, 2022. We will then work with the Developer to finalize the Option to Purchase and prepare the final closing documents. This will all be done in conjunction with your review of the grant proposal as much of the deliverables from Task A are needed for your review of the application. 2. Task B: Purchase of Property After the grant funding is approved the City will set a closing date. The closing will be completed within the terms of the grant contract. The final deliverables will include a recorded deed.	

Attachment A

Grant Agreement # AD229118 – 023.42

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Green Bay is proposing to acquire property which would become a public greenway. The City would like to acquire the property to allow the public to have access to the site and to protect the water quality within the Baird Creek. The land which was formerly managed as a golf course has recently been purchased by a developer, Green Viper Inc., who is proposing to build residential housing adjacent to the 12.1 acres of proposed greenway. The south branch of the Baird Creek runs through the central area of the property with the majority of the land being located in a lower ravine area. The City would like to purchase and convert the proposed greenway to a native habitat riparian buffer. The habitat restoration work is not a part of this request for funding and would happen through a different funding source at a later time. From the top of the ridges on both the east and west sides of the property there is a 20 foot wide buffer area of proposed greenway to allow for access on the upper edges of the property. There are 20 foot wide easements proposed which would allow for public access to the greenway.

The City does not currently have the full amount of funding needed to purchase the property. If the City does not receive funding from this grant opportunity, there is a possibility that the City will not be able to purchase the property. If the City is unable to purchase the property in the near future, the property will become incorporated into the proposed residential lots.

2. Project Description:

- Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- Describe how this project is part of an integrated effort or approach.

a. The City of Green Bay would like to purchase 12.1 acres of land which would become public greenway. There is a strong desire by the City to acquire this property because of its proximity to the existing Baird Creek Greenway and the Baird Creek. The land has been designated as Park/Greenway on an official City map, which allows the City the first opportunity to purchase when it comes up for sale. The property north and south of this property are also designated as Park/Greenway. The eventual goal is to connect this proposed greenway to the larger Baird Creek Greenway system which covers over 500 acres of a naturalized landscape that is accessible to the public through an extensive trail system. This additional greenway protection will then also have a direct impact in preserving the water quality of Baird Creek, East River, Fox River and the Bay as a whole.

b. The Baird Creek Preservation Foundation is very supportive of this project as they partner with the City to preserve and enhance the Baird Creek Greenway and acquire property within the watershed.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- Describe the extent to which the project permanently addresses the problem or need.
- Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project

Suggested Indicators

Wetland Protection and Habitat Restoration

- Acres of habitat restored or protected

Nonpoint Source Pollution Control

- Reduction in tons of soil erosion/sedimentation

Great Lakes Education

- Number of people trained
- Projected audience

Coastal Resources and Community Planning

- Number of municipalities included in a plan
- Land area/coastline covered by the plan
- Type of coastal resource (e.g., habitat) protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Acres Acquired

Attachment A

Grant Agreement # AD229118 – 023.42

- a. The Baird Creek flows into the Fox River which flows into the Bay of Green Bay which is part of the Great Lakes watershed. Protecting these waterways and allowing the public access to them is vitally important for the biotic community and the residents and visitors of the community.
- b. If the City is unable to purchase this property, the developer will likely subdivide it and incorporate it into the property boundaries of many different parcels. This would make it very difficult for the City to acquire the entirety of this land in the future.
- c. The Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP) 2019-2023 focuses on nature-based activities including bird/wildlife watching, hiking, walking, and nature photography. Objectives of the SCORP include maintaining and enhancing the ecological health of recreation properties and enriching people's connection with nature as well as to provide recreation opportunities that properties are well-suited to provide. It also lists trails and water access as a gap and need for the Upper Lake Michigan Coastal region in which this property is located. Therefore, by acquiring this property, the City of Green Bay would be helping to achieve these objectives and lessening the gap for access to trails and water in nature-based recreational areas.
- d. There is 12.1 acres of proposed greenway that would be acquired with this grant funding which is adjacent to approximately 1,400 linear feet of the Baird Creek.

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a. On May 17, 2022 the City Council will review the request to purchase this property contingent upon receiving grant funding. If approved by the City Council and the Coastal Management Program, the final acquisition closing date would be scheduled within the terms of the grant contract.
- b. The deliverables for this project will be providing the final deed transfer paperwork from the Brown County Register of Deeds to the WCMP.
- c. Public participation for this project is already underway. The developer hosted a public input session on October 14, 2021. The discussion revolved around converting the existing golf course property to residential with a public greenway through the middle. In order for this residential development to occur, the City's Comp Plan does need to be amended. This process is currently underway and was reviewed with the City Plan Commission and City Council. These are public meeting and adjacent neighbors are giving the opportunity to comment. For the most part, this development and public greenway has been well received by the community. Most of the public discussion that has occurred has revolved around the density of the residential development, not about creating a public greenway.
- d. Not applicable.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)</i>			
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			

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Contractual (complete Table 2)			
Construction			
Other (Acquisition Price)	\$35,500	\$52,500	\$88,000
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals	\$35,500	\$52,500	\$88,000

Table 2: Contractual (Required if there is “Contractual” funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits (<i>provide rate and included benefits</i>)			
Equipment			
Travel			
Supplies			
Contractual			
Construction			
Other			
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals			

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Budget Description

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project’s need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

- a. The City’s matching funds will come from City Bonding. The city currently has adequate funding already in hand.
- b. This project developed fairly quickly. The Developer contacted the City and requested a quick sell. There has not been adequate timing to search out other grant funding opportunities.
- c. The property that the City is proposing to acquire is currently developed as a golf course. Once acquired the City plans on removing the turf grass and replace it with natural plantings. The funding for this work will come directly from the Parkland Fees the Developer is required to pay to convert the portion of the property we are not purchasing to residential. If the City does not purchase this property, the developer intends on modifying the proposed subdivision layout to convert this proposed greenway into extended backyards. If this were to happen it is likely that most of this area would continue to be maintained as manicured lawns.
- d. There are no past WCMP projects related to this proposed project.

Attachment A
Grant Agreement # AD229118 – 023.42

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7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

a.	The City of Green Bay currently partners with the Baird Creek Preservation on many different projects throughout the Baird Creek Greenway. These efforts include programming, special events, park clean up, tree plantings, habitat restoration and trail improvements. The south branch of the Baird Creek runs right through the middle of this proposed greenway. We have already begun discussions with the Baird Creek Preservation to discuss teaming up with them on the future habitat restoration efforts.
b.	
c.	
d.	

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA22NOS4190085.

ATTACHMENT C

**SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND
HABITAT RESTORATION PROJECTS**

ARTICLE (A). Signs at Construction Project Site.

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

ARTICLE (B). Permanent Plaque at Project Site.

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

ARTICLE (C). Statutory Requirements for Construction Contracts.

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland “Anti-Kickback” Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department’s review.
 - a. Name, address and telephone number of Grantee;
 - b. Grantee’s employer identification number;

- c. Dollar value of grant;
- d. Starting and completion dates of Grant Agreement;
- e. Grantee number; and
- f. Geographical area of performance.

8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.

- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
- b. A copy of the complete bid form of the successful bidder.
- c. A statement signed by the Authorized Representative of the Grantee that:
 - 1) All bids were received sealed and were opened in his/her presence;
 - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
 - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
 - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.

9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.

10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.

11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.

12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,

applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
 - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
 - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 12, 2022

PREPARED BY

AGENDA ITEM # E.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 10.12.22

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, OCTOBER 12, 2022**

PARK DIVISION

- Park crews are continuing to mow parks and soon will be putting leaf mulch kits on our lawnmowers with leaf season upon us.
- Park landscape crews are beginning fall pruning of beauty spots and landscape beds around Green Bay.
- Ball diamond crews are preparing various park facilities and fields for football, soccer and fall ball.
- Park staff continue to empty garbage cans, pick up litter and check facilities on a daily basis
- Park carpenters have completed the installation of the new hockey boards at Beaver Dam. Restoration work needs to be completed.
- Off season maintenance is being done on the aquatic facilities in preparation for winter.
- Repairs to the West high/Fisk tennis courts have been completed. The contractor is waiting on backstop poles to arrive to complete the repair work at Perkins and Beaver Dam.

FORESTRY DIVISION

- Staff is still evaluating Ash trees throughout the city. Evaluations are done to determine which trees will be on the removal list this year and also to evaluate the health/vigor of all ash trees to determine treatment strategies for the next 2 years. With still over 3,500 ash street trees, this takes a lot of time to get through the entire city. The long-term goal is to retain between 1,500 and 2,000 ash trees on the streets and protect them with treatments.
- Stump grinding operations are progressing on the eastside. Current stump grinding operations are in the Baird Park neighborhood. There are roughly 350-400 stumps remaining on the eastside.
- Staff is also preparing lists for fall tree planting and winter tree removal. We anticipate planting 200 trees this fall and our removal list will be in the range of 1,200-1,500 trees again this cycle.
- Along with stump grinding, crews are working on priority pruning requests and high priority removals.

DESIGN & DEVELOPMENT DIVISION

- Baird Creek Greenway – Bike Skills Course:

- The contractor has completed the removal of the contaminated soil from the project site and clean soil has been installed in its place.
 - The contractor has pulled off site and will return next spring to finish the project.
- Bay Beach Amusement Park – Various Projects:
 - A Request for Proposals will be issued soon to hire an architect for the work related to the ARPA funded pavilion renovations.
 - Planning continues for the NebulaZ ride.
- Leicht Memorial Park – Master Planning, Shelter & Stage:
 - Planning is progressing.
 - Staff and design team members continue to work with the consultant on the shelter and stage design.
 - Staff submitted a DOT Railroad Crossing Elimination grant application for a pedestrian overpass that would span the railroad from Leicht Park to the west for better pedestrian connectivity to the site.
- Porlier Pier – Structural Review:
 - Staff is looking into various options for what can be done with the pier now that the structural review is completed.
- Seymour Park – Playground
 - Staff is developing the site plan for the proposed playground layout.
- Shipyard – Phase 1 – Construction continues.

GREEN BAY CONSERVATION CORPS

- The Woodland Room at the Wildlife Sanctuary is currently being renovated with internet hookups to create the office space for this program. The IT Department and Public Works electricians are working hard to convert this room to office space.
- All 6 full time crew members/crew leaders have started.
- Staff continues to promote the program at community events including the UWGB job fair that was held on 10/5.
- The Crew started mapping and inventorying parks throughout the city and have started removing invasive buckthorn at numerous sites.
- Volunteers from Schneider joined Conservation Corps on October 5th to clean up the shoreline of Bay Beach. The crew and volunteers removed over 8 buckets of debris and garbage including a few large items.
- Members cleaned out the unused greenhouse at the WLS and have it ready for use this fall to store transplants from the WLS parking lot development project.
- Members are planning a volunteer day at Red Smith Park on October 29 to clean out buckthorn in the woods at Red Smith Park.

RECREATION DIVISION

- The adult fall softball leagues have finished for the season.

- The fall session of our partnership with GGLeagues Esports began the week of October 3. 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 22, Fortnite, Rocket League, and Super Smash Bros.
- The table tennis league is being held on Wednesday evenings beginning October 5 at Franklin Middle School. There are 10 players registered.
- The Youth Basketball Skills program for grades 1-4 is being held for 6 weeks on Monday evenings at Franklin Middle School. There are 25 participants registered.
- The adult basketball program will begin on November 2 at various area high schools. There are currently 20 teams registered.
- The Adult Football League is going very well. Championship games will be played on October 12th & 13th.
- Open Gyms will begin on November 5th. Programs will be offered at Beaumont, Jackson, Baird, Wilder, Chappell, and Franklin. Please see our website for dates and times.
- Youth Soccer and Football Leagues will be completed by October 23rd.
- Recreation and Administrative staff are working closely together to create new and exciting marketing pieces for the Green Bay Parks, Recreation, and Forestry Department.
- The 2nd Annual Howling Halloween Hike is set to take place on Friday, October 21 at the Bay Beach Wildlife Sanctuary. This event has SOLD OUT with 600 registered participants. The event will include a trick-or-treat trail, city emergency vehicle showcase, campfire, and s'mores and is \$5 per trick-or-treater. Last year's event sold out at 400 people. The event will run 5:30 p.m. - 8:00 p.m.
- Planning is underway for the Frenzy on the Fox event to take place on Friday, January 13, 2023. This event promotes winter recreation while utilizing the Fox River Trail for running, walking and biking. More details to come soon.

AQUATICS

- This fall, we will reevaluate our staffing issues and come up with a plan to start recruitment early. Besides wages, staff will look at restructuring schedules, bonus pay for certified lifeguards, and incentive programs.
- Other offseason projects will include updating the Staff Handbook, updating staff discipline procedures, researching new staff payroll and scheduling platforms, restructuring the facility attendant staff, and digitizing all daily forms.

BAY BEACH AMUSEMENT PARK

- We are now officially closed for the season.
- We will assess our staffing this year and see what worked well this year and what we can improve on.

- Cleaning has begun for all concession areas. These areas will be winterized after they are cleaned out.
- With the exception of shelters 1&2, the remaining shelters have been winterized.

TRIANGLE SPORTS AREA

- Research has begun on the purchase of snow making equipment.
- The majority of the Magic Carpet tube lift system has been delivered with the exception of the electric panel. The manufacturer has been having a difficult time securing the electric parts for the lift. If the electric panel does not arrive soon, we may not have enough time to install this new lift prior to the start of the tubing season.

METRO BOAT LAUNCH

- Weekends have slowed down due to rainy weather.

WILDLIFE SANCTUARY

- The Animal Care department recently presented 2 programs to the Lifelong Learning Institute program based out of UWGB on Birds of Prey and Volunteering with Bay Beach Wildlife Sanctuary. We have received a lot of interest in our volunteer program from this engaged audience.
- The Wildlife rehab program remaining busy for this time of year with over 6000 wild animals admitted into the R-PAWS program so far in 2022. This strong network of trained volunteers and licensed leaders has again banded together to make a real impact on local wildlife, especially in a time where many of our sister centers throughout the state were closed for various reasons at various times throughout the year.
- There has been a steady increase in on-site Field Trips with Schools scheduling and booking programs.
- The fall program schedule is underway. These programs include Sanctuary Storytime on Mondays, Wolf Feedings on Mondays and Wednesdays, Trail Fitness Walks on Tuesday and Thursday.
- The Wildlife Director's Residence front deck ramp was replaced due to soft/rotting/aged conditions.
- The WLS is excited to welcome the Green Bay Conservation Corps to our Parks family. Homebase for this group is in our Nature Center. We are thankful for their presence and can't wait to see all the improvements they will bring not only to WLS, but all of our GB Parks.
- New marketing strategies and plans underway for the banquet rental facility with

staff exploring options that fit into our mission as well as get people into the venue. Currently planned rentals include a craft fair, several standard public rentals. Ideas for promoting various conferences are being explored.

- The Nature Center Welcome desk complete and gift shop staging is underway. The target opening date is November 1, with area being staffed by a Visitor Specialist.

ADMINISTRATION

- Currently, registration is being accepted for Adult Basketball League and Dance Classes.
- The Adult Football League season is wrapping up, and Table Tennis Leagues are underway.
- Frenzy on the Fox planning and preparation has started.
- Season passes for the Metro Boat Launch are still being sold in the Parks office.
- Park shelters are open for weekend rentals and will continue to be available through the end of October.
- The Parks 5-year Capital Improvement Plan has been submitted.
- The Parks Budget for 2023 has been formulated and submitted.
- The Wildlife Sanctuary Administrative Clerk is busy assisting with room reservations, customer inquiries both in person and on the phone and assisting customers as well as assisting staff during this very busy season out at the Sanctuary.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

October 12, 2022

PREPARED BY

AGENDA ITEM # E.2

The next Park Committee meeting is scheduled for October 26, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None