



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, MARCH 1, 2023, 5:00 PM

Immediately following Improvement and Services Committee.

In person at City Hall, Room 203 - Council Chambers.

Virtual attendance is also available via Zoom.

AMENDED

A. Zoom Meeting Information.

- I. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

- I. Request by Ald. Wery for consideration with possible action on the immediate removal of all audio spying surveillance in City Hall and the creation of a broad surveillance ordinance and policy. For full transparency to the public, employees and elected officials, all requests for surveillance must be submitted by each department and approved by City Council. Request for review of unethical/illegal audio surveillance at City Hall.
 1. Why was audio surveillance installed?
 2. Where and when was audio surveillance installed?
 3. Who requested each location?
 4. Who approved each location?
 5. Why was City Council not advised?
 6. Do City employees know they are being spied on? If so, provide all notifications.
 7. Why is surveillance signage not posted?
 8. Why did the City of Green Bay break their own audio surveillance policy and what penalties should be enacted for breaking it for anyone involved in the approval process?
 9. How long are audio recordings stored? Who has access to live feeds and recordings? Are recordings subject to open records requests?

10. Provide any and all notifications (text messages, emails etc) provided to anyone regarding audio surveillance.

11. Mayor Genrich stated that the audio "proved valuable in gathering information about accidents, altercations and damage to property at City Hall." Provide any reports or paperwork related to these incidents and those that led up to deciding to use audio and then deciding not to tell the City Council or the public or even post signage about its use?

The Committee may convene in closed session pursuant to Section 19.85(1)(g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

2. Consideration with possible action on the request by On Broadway Inc. to fundraise for improvements to Leicht Memorial Park and allow various Park donation naming rights options as part of the fundraising efforts.
3. Consideration with possible action on the request by the Village of Ashwaubenon to construct a Wildlife Habitat Restoration project at Cooke Park, the site of the National Railroad Museum.
4. Consideration with possible action on the request by the Mather Heights Neighborhood Association to install an art mural at Mather Heights Park.
5. Consideration with possible action on the request by the Green Bay School District to replace the running track and install discus and shotput areas at Edison Park.
6. Consideration with possible action on the request by Wisconsin Public Service for a Utility Easement at the proposed East River Trail canoe/kayak launch on St. George Street.
7. Consideration with possible action on hiring John's Refrigeration LLC to supply and install a walk-in freezer at the Wildlife Sanctuary for a total cost of \$27,825.
8. Consideration with possible action on renewing the annual weed control contract with N.E.W. Landscapes & Lawn Care through February 28, 2024.
9. Consideration with possible action on hiring SRF for a total cost of \$59,119 to create a masterplan and engineering construction documents for improvements to Farlin Park.
10. Consideration with possible action on hiring MVR (Martin & Vleminckx USA, LLC) to replace the Zippin Pippin rollercoaster lift chain trough liner at Bay Beach Amusement Park for a total cost of \$27,055.
11. Consideration with possible action on hiring Carrico Aquatic Resources, Inc. to provide chemicals for the City's aquatic facilities for a total cost of \$42,500 for the 2023 pool season.

F. Informational.

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

Department.

2. Next Meeting: March 15, 2023.

G. Adjournment.

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

Virtual Meeting Instructions



Parks Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/84314784824?pwd=THBkd mRwT1k4MG5DV3hhbC9xVDhXdz09>

Meeting ID: 843 1478 4824

Passcode: 278667

One tap mobile

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

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

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 843 1478 4824

Passcode: 278667

Find your local number: <https://us02web.zoom.us/j/84314784824?pwd=THBkd mRwT1k4MG5DV3hhbC9xVDhXdz09>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

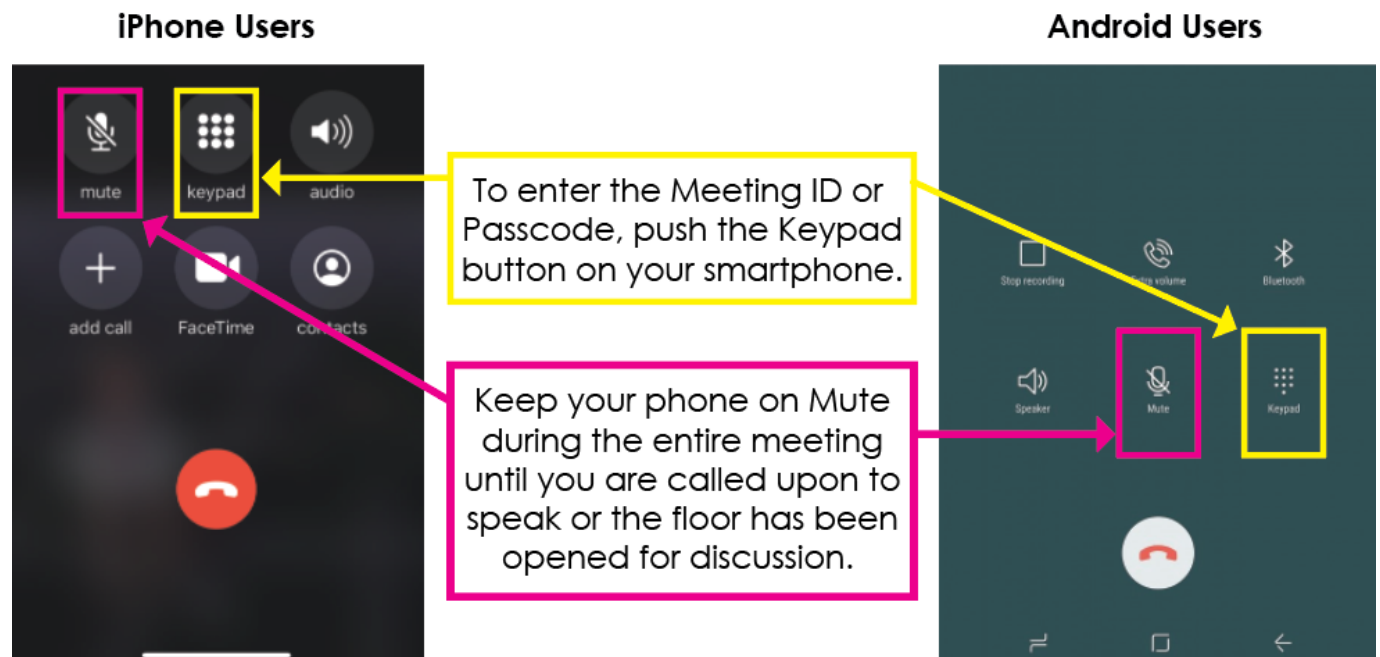
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.1

Request by Ald. Wery for consideration with possible action on the immediate removal of all audio spying surveillance in City Hall and the creation of a broad surveillance ordinance and policy. For full transparency to the public, employees and elected officials, all requests for surveillance must be submitted by each department and approved by City Council. Request for review of unethical/illegal audio surveillance at City Hall.

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BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023-02-07 Dist 8 to Parks

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Wednesday, February 8, 2023 9:17:22 PM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Parks Committee
Text of Communication	Audio Spying at City Hall I hereby request immediate removal of all audio spying surveillance in city hall and the creation of a broad surveillance ordinance and policy. For full transparency to the public, employees and elected official all requests for surveillance must be submitted by each department and approved by city council. Request for review of unethical/illegal audio surveillance at city hall. 1) Why was audio surveillance installed? 2) Where is audio surveillance installed? 3) Who requested each location? 4) Who approved each location? 5) Why was city council not advised? 6) Do city employees know they are being spied on? If so, provide all notifications. 7) Why is surveillance signage not posted? 8) Why did the City of Green Bay break their own audio surveillance policy and what penalties should be enacted for breaking it for anyone involved in the approval process? 9) How long are audio recordings stored? Who has access? Are recordings subject to open records requests? 10) Provide any and all notifications (text messages, emails etc) provided to anyone regarding audio surveillance. Respectfully submitted, Alderman Chris Wery

Email not displaying correctly? [View it in your browser.](#)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on the request by On Broadway Inc. to fundraise for improvements to Leicht Memorial Park and allow various Park donation naming rights options as part of the fundraising efforts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. LeichtPark_Naming_Opps_v3

ENHANCING EXPERIENCES

Leicht Park Naming Opportunities

GIVING PARTICIPATION LEVELS

Gifts to Enhancing Experiences: Leicht Park campaign at the following levels are eligible for naming opportunities.

ASPEN | \$2 million

In recognition of a gift at this level, On Broadway seeks to add an organization's name to the park. For example, Leicht Park presented by (NAME). (One)

MAPLE | \$1 million

In recognition of a gift at this level, On Broadway seeks to name the park's stage. (One)

OAK | \$500,000

In recognition of a gift at this level, On Broadway seeks to name the park's main patio. (One)

ELM | \$250,000

In recognition of gifts at this level, On Broadway seeks to name the park's waterfront stairs. (One)

BIRCH | \$100,000

In recognition of gifts at this level, On Broadway seeks to name the park's pavilion, gardens, concessions building and upper terrace. (Four)

RED PINE | \$50,000

In recognition of gifts at this level, On Broadway seeks to name the park's great lawn. (One)

Naming opportunities are based on availability. Please indicate your interest on the pledge card and details will be confirmed with you by On Broadway.



On Broadway, Inc.
340 N. Broadway, Suite 165
Green Bay, WI 54303

(920) 437-2531
onbroadway.org



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on the request by the Village of Ashwaubenon to construct a Wildlife Habitat Restoration project at Cooke Park, the site of the National Railroad Museum.

BACKGROUND

RECOMMENDATION

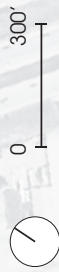
FISCAL IMPACT

ATTACHMENTS

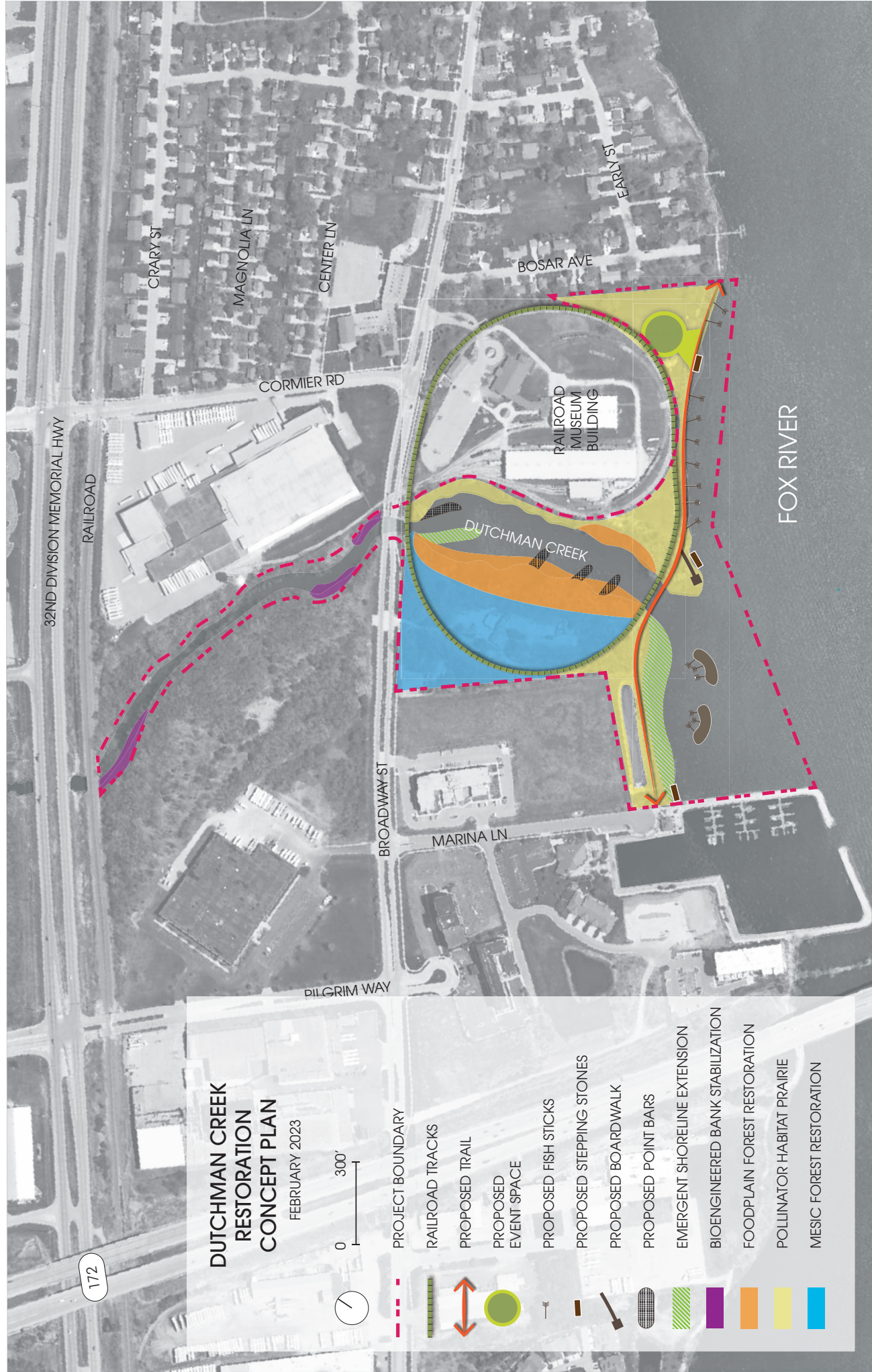
1. DutchmansCreek_8.5x11
2. Railroad Museum Map 1

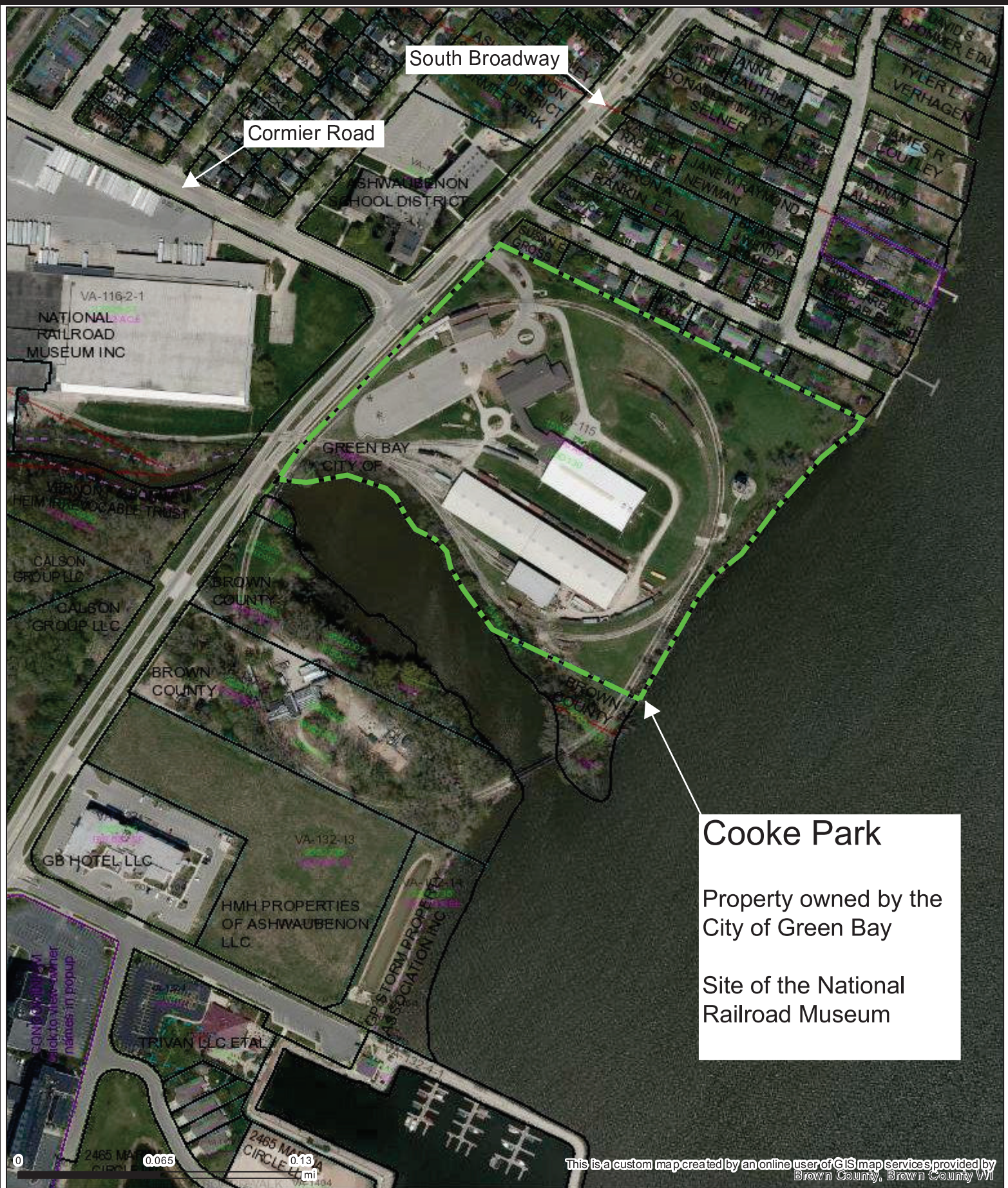
DUTCHMAN CREEK RESTORATION CONCEPT PLAN

FEBRUARY 2023



- PROJECT BOUNDARY
- RAILROAD TRACKS
- PROPOSED TRAIL
- PROPOSED EVENT SPACE
- PROPOSED FISH STICKS
- PROPOSED STEPPING STONES
- PROPOSED BOARDWALK
- PROPOSED POINT BARS
- EMERGENT SHORELINE EXTENSION
- BIOENGINEERED BANK STABILIZATION
- FOODPLAIN FOREST RESTORATION
- POLLINATOR HABITAT PRAIRIE
- MESIC FOREST RESTORATION





Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the request by the Mather Heights Neighborhood Association to install an art mural at Mather Heights Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Mather Heights Park - Arts Commission Approved Design
2. Mather Heights Park - Arts Approved Floral Mural Design

Mather Heights Park
Wading Pool Mural Project 2023
Mather Heights Neighborhood Association
1280 Richardson Street, Green Bay



Arts Approved Design:
Floral Inspired
4x8 Panel





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on the request by the Green Bay School District to replace the running track and install discus and shotput areas at Edison Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Edison Track Map 1c
2. Edison Track Map 2



Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

*hooks indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

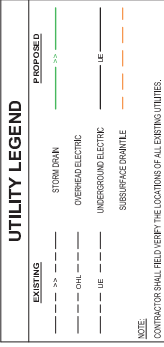
Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



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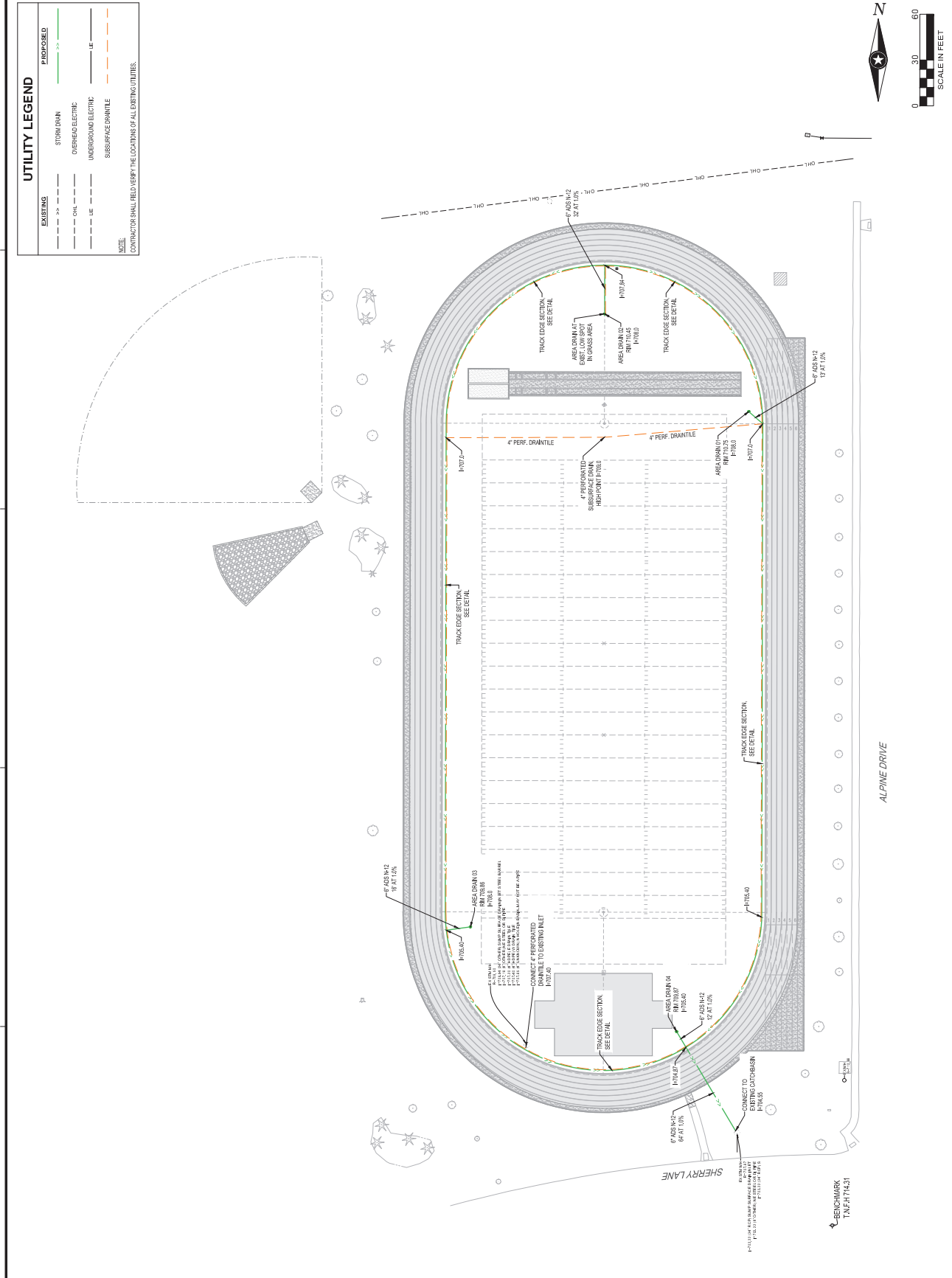
**PROJECT
GREEN BAY
PUBLIC SCHOOLS
EDISON MIDDLE
SCHOOL TRACK
IMPROVEMENTS**

[illegible]

PROJECT NO.	22-27870
FILE NAME	27870 EDISON-C2-UTILITY
DRAWN BY	TMK
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---
CLIENT PROJECT NO.	---

TITLE

UTILITY PLAN

SHEET
C3-20E



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on the request by Wisconsin Public Service for a Utility Easement at the proposed East River Trail canoe/kayak launch on St. George Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. WPS Easement Map I
2. Easement_City of GB_LI 3305377_3332483



Part of Brown County WI

Map printed on 2/20/2023

1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov

3305377

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Wisconsin Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of **Lots 64 & 65** of the recorded plat of **Whitney's Addition to Navarino**, being part of Private Claim 2 East side of the Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

7-669

- 1. Purpose: ELECTRIC OVERHEAD** - The purpose of this easement is to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground which Grantee deems necessary to transmit electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, 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 Easement agreement.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Green Bay, a Wisconsin Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)

OF)SS

COUNTY)

OF

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ City of Green Bay, a Wisconsin Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1467231	WMIS-3352483	3305377	INT11-467-231

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

****Temporary Exhibit ****
will be sent for approval at a later date**

12 FOOT WIDE EASEMENT

NORTH

0 0.0085 0.017 mi

This is a custom map created by an online user of GIS maps services provided by Brown County, Brown County WI



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on hiring John's Refrigeration LLC to supply and install a walk-in freezer at the Wildlife Sanctuary for a total cost of \$27,825.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach Sanctuary Freezer Proposal 021623-CG
2. Signed Sole Source Walk In Freezer BBWS 2-23



John's Refrigeration, LLC
838 Borvan Avenue
Green Bay, WI 54304
Phone: 920-494-9635 / Fax: 920-494-8588

Proposal

February 16, 2023

Bay Beach Wildlife Sanctuary
Job: Walk-in freezer replacement
Attention: Paul Leicht

Pricing breakdown for a replacement walk-in freezer and refrigeration is as follows:

- A. Crown Tonka walk-in freezer ----- \$13,280.00
- Freezer "L" shaped box 9'-11" x 7'-7" x 7'-6" with 4" floor
 - 4" foam rail wall & ceiling panels; cam-lock ceiling panels
 - 32" x 74" overlap door with strip curtain
 - Natural galvanized finish interior & exterior
 - (1) 4' vapor tight LED light fixtures (installed by EC)
 - Freight included
 - 12 week lead time
- B. New refrigeration units for W/I freezer ----- \$6,695.00
- (1) Russell RFO230L4SDANT outdoor condensing unit; R-448A; 208/3/60
 - additional 4-year extended compressor warranty
 - (1) Russell RF6E066DDARE evaporator; R-448A; electric defrost; EC fan motors; 208/1/60
 - Freight included
- C. Installation to include, labor and materials ----- \$7,850.00
- Demo & dispose of existing freezer and refrigeration units
 - Receive & set new walk-in freezer box
 - Receive & set freezer refrigeration units; condensing unit located on roof above walk-in
 - Complete refrigeration hook up to new units
 - Run condensate drain for walk-in evaporator
 - Materials including piping, insulation, & R-448A refrigerant
 - Complete start up and check out procedure
 - 90-day workmanship warranty

Price Does Not Include:

- Sales tax
- Electrical
- Plumbing
- Construction
- Any other work not specified on this proposal

Acceptance of Proposal

Total Proposed Price: \$ 27,825.00

The above prices, specifications, and conditions are satisfactory and are hereby accepted. John's Refrigeration is authorized to do the work as specified. Payment will be made as outlined above.

Thank you for the opportunity to quote the labor and materials as listed above.
Respectfully submitted,
JOHN'S REFRIGERATION, LLC

Signature _____

By: Craig Jenks

Date of Acceptance _____

Payment terms: full payment due upon completion.

Due to fluctuations in copper, steel, and other commodities, this proposal is only valid for 30 days.

Prices for the equipment and installation are based on costs, conditions, and assumptions existing on the date of this proposal and are subject to change based on John's Refrigeration LLC's costs (including raw material) or other circumstances beyond John's Refrigeration LLC's reasonable control. Any change in price shall be based on an increase in the applicable commodities price index. If John's Refrigeration LLC is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom John's Refrigeration LLC is responsible, the time for performance shall be reasonably extended. By way of example, events that may entitle John's Refrigeration LLC to an extension of the time for completion of the work include acts or omissions of John's Refrigeration LLC, Owner or anyone under John's Refrigeration LLC or Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 2/14/2023

FROM: BBWLS/PRF

REQUISITION #

List "No Substitute" item(s) here: (see attached quote/specs) WB Freezer

- Crown Tonka Walk-In Freezer ("L" shaped box 9'11" X 7'7" X 7'6" w/ 4" floor
- New Refrigeration Units for W/I Freezer - Russell Outdoor Condensing Unit & Evaporator

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 29,355.38
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source - The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source - Although comparable items are available, THIS is the only brand/model that will work
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Onsite at the wildlife sanctuary we currently house 4 walk-in freezers for the storage of in-house supplies. All four units on-site currently installed are Crown Tonka and have been maintained/serviced by the supplier since install. To match the other walk-in freezers onsite, we would like to sole-source the Crown Tonka Freezer (as specified on the attached document) to allow for future maintenance on all equipment. Acct: 410600-xxxx-94227

Approvals:

Requestor: S. Lakatos-Supt. - *SL*

Date: 2-14-2023

Department Head: D. Ditscheit

Date: 2-14-2023

Purchasing Manager: *Theresa W...*

Date: 2-14-23



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on renewing the annual weed control contract with N.E.W. Landscapes & Lawn Care through February 28, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Renewal Letter 2023-2024 N.E.W



02/15/2023

Greg Binsfeld
N.E.W. Landscape & Lawn Care
1699 Golden Arrow Rd.
Suamico, WI 54173

Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

This letter is to confirm a one-year extension option for the Weed Control Service agreement, which you are currently providing to the City of Green Bay Parks Department. The term of this extension is March of 2023 to February 28, 2024. This agreement is per your response for the extension for 2023. The City of Green Bay is prepared to accept a 3% increase for the 2023 season from the 2022 pricing.

We will revisit the pricing structure for years 2024, 2025 and 2026 and if acceptable, mutually agree upon the updated prices.

We are requesting a weekly progress report, sent via email every Friday to andy.krzewina@greenbaywi.gov

Data needed on report:

1. Weekly update of which parks are on the schedule to be sprayed for upcoming week.
2. Weekly update of which parks have been sprayed the previous week.

Your Certificate of Insurance must be supplied and meet all requirements per RFB #2021-06 and herewith in.

Once you respond this extension is contingent on Parks and Council members approval. We look forward to continuing working with your company.

Sincerely,

Signature: _____

Date:

Thomas J. Walenski
Procurement Manager
City of Green Bay

Signature: _____

Date:

Greg Binsfeld
N.E.W. Landscape & Lawn Care

Attachment

cc: Dan Ditscheit Signature:
Nina Robinette

Andy Krzewina

Insurance Requirements

Basic for Purchasing with Professional Liability

It is hereby agreed and understood that the insurance required by the City of Green Bay is primary coverage and that any insurance or self-insurance maintained by the City of Green Bay, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. PROFESSIONAL LIABILITY (Errors and Omissions)

- A. Minimum Limits
 - (a) \$1,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- B. Must continue coverage for 3 years after final payment for service/job

2. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

3. BUSINESS AUTOMOBILE COVERAGE

- A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

4. CONTRACTORS POLLUTION LIABILITY (Occurrence Basis)

- A. Limit of Liability: \$1,000,000
- B. Form must include coverage for natural resources damage
- C. Minimum Must include waiver of subrogation endorsement in favor of the City
- D. Coverage must include transportation (including watercraft) and loading and unloading.

5. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
\$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000 Disease - Each Employee

6. ADDITIONAL PROVISIONS

- * **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
- * **Endorsement** -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * **Certificates of Insurance** - A copy of the Certificate of Insurance must be on file with the Risk Management.
- * **Notice** - City of Green Bay requires written notice of cancellation.
- * **Acceptability of Insurers** - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on hiring SRF for a total cost of \$59,119 to create a masterplan and engineering construction documents for improvements to Farlin Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Farlin Park_Evaluation_2-28-23

Request for Proposals - Consultant Selection

Farlin Park Master Plan and Engineering Services

Rater:	Consultant 1 Ayres	Consultant 2 Mead & Hunt	Consultant 3 Robert E. Lee	Consultant 4 SRF
Rater #1	60	29	50	60
Rater #2	70	60	58	62
Rater #3	70	63	63	73
Rater #4	65	52	55	65
Total Points	265	204	226	260
Total Fee	\$78,000	\$79,500	\$54,850	\$59,119

**** Score is based on 300 Total Possible Points



Recommended Consultant

Although Consultant 1 received a few more points than Consultant 4, it was clear in the review process that the two top scoring consultants were both highly qualified. The reviewing team could not decide which of the two top scoring firms submitted the best proposal. The final recommended selection between the two highest scores came down to cost.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on hiring MVR (Martin & Vleminckx USA, LLC) to replace the Zippin Pippin rollercoaster lift chain trough liner at Bay Beach Amusement Park for a total cost of \$27,055.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach liner replacement 2023 01-17-2023 Revised
2. Zippin Pippin chain trough liner replacement Single Source Signed Form 2-7-23

PROJECT PROPOSAL # MVUSLLC- BB-4- 2023

February 27, 2023



LIFT CHAIN TROUGH LINER REPLACEMENT LABOR PROJECT PROPSAL

Submitted to:

Peter Smet
Bay Beach Amusement Park

BY:

Matthew Robbins

PROJECT MANAGER

MARTIN & VLEMINCKX USA, LLC

31096 US HIGHWAY 27

HAINES CITY, FL 33844, USA

GOALS & OBJECTIVES

- To provide experienced manpower and supervision to replace chain trough liner on lift hill and return.

SCOPE OF WORK

- Remove and replace all chain trough liners on lift hill and return.
- Install all new chain trough liners and hardware.
- Test run chain and confirm proper installation.
- Provide project completion report.

MARTIN & VLEMINCKX WILL SUPPLY

- Two experienced wood coaster specialists and one working project manager.
- Employee transport, lodging, per diem and PPE.
- 85' articulating manlift.
- Any necessary modifications outside of the scope of work will be charged to the customer at a time and material rate after approval by the customer.
- Commercial General Liability Insurance in the amount of \$5,000,000.
- Workers Compensation in the amount of \$1,000,000.

BAY BEACH WILL SUPPLY

- Material handling equipment as needed including crane, rigging, and any specialized lifting or pulling equipment and tools.
- Heated office for MVR employees with refrigerator and microwave.
- Access for our crew to restroom facilities.
- New chain trough liners and all new hardware.
- Builders Risk assurance for all rides components and equipment.
- All construction permits as necessary.
- Any taxes or fees; sales tax of any kind, local, VAT, provincial, federal, or foreign tax, duty taxes or fees; uses taxes or fees; personal property taxes and/or real estate property taxes; taxes of any kind all of which are the sole and exclusive obligation of the customer.

TIMETABLE

Start Date	Description of Work	Time Required
	Replace supplied chain trough liner and hardware.	5 days plus one travel day

PRICING

\$27,055.00 USD

PAYMENT SCHEDULE

50 % due at proposal acceptance.

50 % due upon completion.

2/27/2023

Bay Beach

2

NEXT STEPS

- Proposal acceptance.
- Contract acceptance.
- 50% down payment.
- Start project.
- Project completion report acceptance.
- 50% Final payment

CONCLUSION

We hope that this proposal meets with your approval. If you wish to discuss any questions or want clarification of any of the points herein, please contact us by email at m.robbins@martin-vleminckx.com

Once approved we will prepare a formal contract for signature.

We thank you for considering this proposal and look forward to our continuing working relationship between the team at Bay Beach Amusement Park and Martin & Vleminckx.



Matthew Robbins

Project Manager

Martin & Vleminckx USA, LLC

PROPOSAL ACCEPTANCE

Proposal Accepted by:

Signature :

Date: (Format dd/mm/yyyy)_____

Full name and title in print

Company Name & Stamp: _____

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 01/30/2023

FROM: Department/Division Bay Beach Amusement Park

REQUISITION #

List "No Substitute" Item(s) here:

Labor and materials for Zippin Pippin lift chain trough liner replacement

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ 34,844.00
☐ 2) Annual Commodity purchase: Estimated annual cost: \$
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☒ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
☐ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
☐ 5. Safety:
☐ 6. Other:

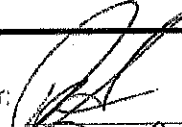
*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

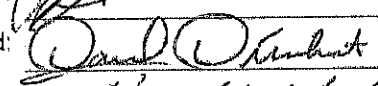
PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The plastic lift chain liner that is currently in place on the Zippin Pippin track has reached the end of its life and is worn through to the metal lift chain trough in spots. The worn liner is a potential spot for mechanical failure and is in need of replacement. The replacement liner must be sourced from the manufacturer of the ride. Martin & Vleminckx, the manufacturer of the Zippin Pippin track, has engineered an updated plastic liner that is specifically made for the chain that we currently use. Martin & Vleminckx being the track manufacturer would also be the most qualified to perform the repair up to their engineering and safety standards. Historically ride repairs of this magnitude at Bay Beach have been performed by the manufacturer.

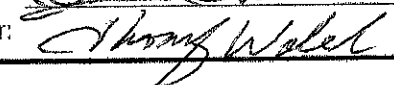
Approvals:

Requestor: 

Date: 1/31/2023

Department Head: 

Date: 1/31/23

Purchasing Manager: 

Date: 2/10/23



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action on hiring Carrico Aquatic Resources, Inc. to provide chemicals for the City's aquatic facilities for a total cost of \$42,500 for the 2023 pool season.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay SWM 2023
2. Carrico No Substitute Form



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

February 16, 2023

Mr. Andy Krzewina
City of Green Bay
100 North Jefferson Street, Room 510
Green Bay, Wisconsin 54301-5026

RE: Water Management Assistance Program Renewal

Dear Andy,

Thank you for giving Carrico Aquatic Resources, Inc. the opportunity to provide you with water management services for the the last 7 years and we look forward to doing so again in 2023.

As always, Carrico Aquatic Resources, Inc. utilizes expert knowledge from professional engineers, certified Aquatic operator instructors, chemical engineers, microbiologists and seasoned pool operators to solve pool and spa challenges and to ensure efficient operation in compliance with federal and state regulations.

Please review the enclosed information that outlines the terms of the water management program for your aquatic facility. To move forward, we will need the enclosed documents filled out and a purchase order number provided.

If you have any questions, please contact me at 800.832.7147.

Thank you,

Matt Carrico
President
Carrico Aquatic Resources, Inc.



OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of February 16, 2023 is between the City of Green Bay (the "Owner"), whose address is 100 North Jefferson Street, Green Bay, Wisconsin 54301-5026 and Carrico Aquatic Resources, Inc. ("Carrico"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities located at Colburn Pool 1025 South Fisk Street, Joannes Aquatic Center 1430 East Walnut Street, and Resch Aquatic Centre 1058 Reed Street all in Green Bay, Wisconsin 54301 (the "Facilities"); and

(Please note that Astor, Marquette, and Mather are not included in this agreement.)

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.

- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals and services:

- 1.1 All chemicals needed to maintain the pool per Wisconsin state code (please note: that this include the use of 50lb. buckets of Pulsar)
- 1.2 Bulk acid will be used for pH and alkalinity control during pool season
- 1.3 Muriatic acid will be used for start-up
- 1.4 Installation support and start-up
- 1.5 Operator Training
- 1.6 14 point water analysis every 4-6 weeks

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$125.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide chemicals and services as described in Article I.
- 3.2 Provide technical assistance in the installation of said equipment and provide operator training and manuals at time agreed upon by both parties.
- 3.3 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.4 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for chemicals, operator training, and monthly visits is forty-two thousand five hundred and no/100 dollars (\$42,500.00) for the 2023 pool season.
- 4.2 Owner shall pay Carrico ten thousand six hundred twenty-five and no/100 dollars (\$10,625.00) due on the first day of May, June, July and August for the 2023 pool season.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment. This is a one year minimum agreement and will be self-perpetuating unless either party for whatever reason, wishes to terminate.
- 5.2 This agreement time period is for the 2023 pool season.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.3 Owner may terminate this agreement without penalty if Carrico fails to:
- Supply chemicals as outlined in this agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.4 All financial commitments by the City will be subject to the availability of funds approved by the Green Bay City Council.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.
- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention _____, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$125.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 All chemicals used will be only those approved by and preferably purchased from Carrico Aquatic Resources, Inc.
- 7.8 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.9 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.

ARTICLE VIII: AUTHORIZATION

- 8.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 20_____.

CARRICO AQUATIC RESOURCES, INC.

CITY OF GREEN BAY - OWNER

By: _____
Matt Carrico, President

By: _____
Owner

P.O. _____

Exhibit A

"Facilities" as referred to in this document consist of the following:

- 400,000 gallon main pool - Joannes
- 360,000 gallon main pool - Resch
- 580,000 gallon main pool - Colburn

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services
FROM: Department/Division *Park, Rec, and Forestry*

DATE: *01/30/23*
REQUISITION #

List "No Substitute" Item(s) here:

Pool chemical contract

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$
☐ 2) Annual Commodity purchase: Estimated annual cost: \$ *42,500*
☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source -- The below signed has searched the market and verified that no comparable item is available.
☒ 2. Single Source -- Although comparable items are available, THIS is the only brand/model that will work.
☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
☐ 5. Safety:
☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Carrico Aquatics has been the City of Green Bay Park's Dept pool chemical and service supplier for a number of years. Carrico has been able to deliver pool chemical in a timely and efficient manner, even with the shortages of last summer. Carrico was able to procure chemicals to keep our facilities up and running. The Parks Dept currently has Pulsar and Bacs chemical feed system in all of our pool facilities. Carrico has supplied the chemical feed systems which over the years the Parks Dept has invested close to \$32,000.00. If we were to go with a different vendor we would need to change over all of our feed systems to that new vendor which would cost the city substantial amount of money. Carrico also has been a valuable resource for helping trouble shoot pool chemical equipment, pool cleaning equipment and unique situations that arise. Carrico is able to do this with the contacts they have made in the aquatic industry and share their knowledge with us. Representatives are also easily reached along with the owner of Carrico.

Approvals:

Requestor: *[Signature]*

Date: *1-30-2023*

Department Head: *[Signature]*

Date: *1-30-2023*

Purchasing Manager: *[Signature]*

Date: *1-30-2023*



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 1, 2023

PREPARED BY

AGENDA ITEM # F.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 3.1

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, MARCH 1, 2023**

PARK DIVISION

- Prior to the recent large snowstorm, crews were able to get out and pick up litter in the parks.
- Park crews continue to work along trails throughout the City cutting back brush and invasive plant species to improve the quality of the trails.
- Park staff continues to remove snow on park sidewalks, walking trails, parking lots and RDA owned properties as necessary. We hope to groom our cross-country ski trails now that there is adequate snow.
- In early February our hockey rinks were set up at Edison, Red Smith, Colburn, and Perkins; unfortunately, after a week of cold weather the temperatures began to rise, and the ice quickly disappeared.
- Crews are working in the wooded sections of Colburn Park cleaning up down trees and limbs from the June 2022 storm.
- Remodeling the restrooms in Bay Beach shelters six and seven continues and the carpenters are now focusing on installing tile for the flooring.
- Park carpenters are also working on smaller indoor projects at various park shelters and at City Hall.

FORESTRY DIVISION

- Tree removal operations continue, crews have finished street tree removals on the east side and are now working on the west side. Crews have removed over 450 street trees so far in 2023.
- Our pruning crew is working on pruning young trees and service requests as needed. The pruning crew has also been focused on N. Fisk and N. Platten Streets taking care of some cycle pruning.
- This past week staff attended the Wisconsin Arborist Winter Conference held in Green Bay. Staff attended three days of training and networking to cover a wide array of topics covering operations, safety, and management issues for the care of trees and Arborists.
- Staff is also busy with planning for Spring tree planting, pursuing apprenticeship opportunities and Emerald Ash Borer inspections/2023 treatment protocols.
- To date one seasonal forestry position has been filled, we have only received four applications. Forestry attended a booth at the recent job fair at the Wildlife Sanctuary. We are looking into other job fair opportunities.

DESIGN & DEVELOPMENT DIVISION

- Bay Beach Amusement Park – Pavilion Upgrades:
 - Staff is working with the consultant on planning for the HVAC upgrades and

roof replacement.

- Bay Beach Amusement Park – NebulaZ Ride:
 - Staff is working with a consultant on the electrical and footing design.
- Fox River Trail Brick Replacement and Colburn ADA Walk:
 - This project came in significantly over budget and is currently being reviewed. The scope of work includes the installation of an ADA accessible walk from the Colburn Pool parking lot to the soccer area along with replacing the bricks with asphalt along the Fox River Trail from Mason St. to Stuart St.
- East River Trail Expansion and Canoe/Kayak Launch:
 - This construction project has been awarded and will include the installation of a portion of the East River Trail which will extend from St. George Street north and west to N. Webster Avenue as well as a canoe/kayak launch, open shelter, fishing access, parking, storm water management, pollinator plantings and associated site work. An existing boathouse and three buildings will need to be demolished as part of the work.
- Farlin Park Redevelopment:
 - A Request for Proposals was issued for the engineering for the redevelopment of Farlin Park. Proposals were due February 22nd and staff is evaluating.
 - A Request for Proposals was issued for the purchase of playground equipment for the park, using Community Development Block Grant funding. Proposals are due March 2nd.
 - A public input meeting is being held at the Boys & Girls Club of Green Bay on March 6, 2023, to discuss redevelopment in the park. The meeting will be held at 5:30 p.m. at 1451 University Avenue.
- Fisk Park Tennis Court Resurfacing:
 - Bid proposals were within budget. Work will include resurfacing the seven tennis courts at Fisk Park with an acrylic color finish and replacing the posts and nets. The School District will pay 50% of the total cost.
- Leicht Memorial Park – Master Planning, Shelter, and Stage:
 - Planning is progressing.
 - Staff and design team members continue to work with the consultant on the design.
- Perkins Park Ballfield Renovation:
 - Project bids were within budget. The work under this contract shall consist of the removal of an existing softball field and constructing a new baseball field.
- Shipyard – Phase 1 – Construction continues.

GREEN BAY CONSERVATION CORPS

- Members continue to remove woody invasive species throughout the parks.
- The greenhouse has been planted with native seeds. Plants have begun to sprout, and we are seeing an average of 80% germination.
- Staff and members gave multiple class presentations at Notre Dame Academy on February 2nd promoting and recruiting for the program.
- The GBCC continues to partner with the Oak Learning Center and provide presentations and learning opportunities for students.

- Crew and staff have joined the AmeriCorps Wisconsin Disaster Team and attend monthly trainings in preparation for flooding events or other natural disasters.
- Staff has begun recruiting for summer positions.
- Staff attended the Job Fair for city seasonal positions on February 18th.
- The GBCC is planning an educational event to teach community members about installing rain gardens on March 9th from 5:00 p.m. - 6:30 p.m. This event is free.
- Staff continues to partner with the Kroc Center and help with the Earth Day event at the Kroc Center.
- GBCC will hold volunteer opportunities on Earth Day throughout the City at four locations. Events will be held from 1:00 p.m. – 4:00 p.m. on April 22nd.

RECREATION DIVISION

- We are finalizing youth baseball and softball field permits.
- The adult softball league registration has begun. We will be offering Men's slow-pitch, Co-Ed slow-pitch and Men's Modified fast-pitch softball leagues at Beaver Dam Park. The season is scheduled to begin the week of May 1.
- Registration is currently taking place for our recreation summer day camps at the WLS. The camps will run Monday through Thursday for six weeks. The recreation summer day camp at the WLS is scheduled to begin the week of June 20. There are six weekly camps being offered from 9:00 a.m. – 4:00 p.m., Monday through Thursday. Field trips will take place on Thursdays. Classes are limited to 12 participants.
 - Week 1 – All About Animals – Ages 8-11 – 13 registered
 - Week 2 – STEAM Learning – Ages 8-11 – 15 registered
 - Week 3 – Outdoor Adventures – Ages 10-13 – 5 registered
 - Week 4 – All About Animals – Ages 8-11 – 13 registered
 - Week 5 – STEAM Learning – Ages 10-13 – 11 registered
 - Week 6 – Outdoor Adventures – Ages 8-11 – 15 registered
 - Week 7 – All About Animals – Ages – 8-11 – 9 registered
 - Week 8 – Outdoor Adventures – Ages 10-13 – 10 registered
- The adult basketball program championship was scheduled for February 22.
- The Mini-Dribblers Youth Basketball Program is being held at Red Smith and King schools. We have 40 participants currently registered.
- The 2022-23 Chill Chaser: there are 20 parks around Green Bay with a symbol hanging in the window of the shelter located at the park. Participants will receive prizes for the number of symbols they find. The program will run mid-December through the end of February.
- We are currently taking registration for our Youth Soccer Skills Program. The program will be held at Edison Middle School beginning March 13. We have 16 participants currently registered.
- Open Gyms will be offered at the following sites:
 - Mondays - Beaumont and Jackson
 - Thursdays - Wilder, Baird, and Chappell
 - Saturday - Franklin
- Recreation staff are working on Spring and Summer Facility Permits.

- Staff are busy recruiting Summer Seasonal employees. We recently had a job fair at the Bay Beach Wildlife Sanctuary on Saturday, February 18th. We will visit local colleges in the near future.
- The Youth Dance Program will conclude with a recital at Edison Middle School on February 28. We have sold about 300 tickets and our dancers are anxious to show off their new skills.
- Be Active WI will take place March 1-31. Registration is open and costs \$15, which include a long sleeve performance T-shirt. This event is a statewide program that promotes activity and movement throughout the month of March. Communities across Wisconsin are competing for the title, "Fittest Community in Wisconsin". Participants will track their active minutes throughout the month of March and the community with the highest average number of minutes will win.

AQUATICS

- Staff participated in a Seasonal Job Fair on Saturday, February 18th at the Bay Beach Wildlife Sanctuary. We received good media coverage leading up to the event as well as good promotion on our open positions.
- We received eight new job applicants from the Job Fair.
- Staff is setting up more job fairs, school visits and community outreach events to continue to educate the community on our open positions.

BAY BEACH AMUSEMENT PARK

- Staffing:
 - Onboarding rehire paperwork has been sent out and reminders sent weekly.
 - 59 completed at 100%.
 - 23 started paperwork.
 - 31 activated their account.
 - An email will be sent out to all rehire staff to remind them to fill out their paperwork.
 - Job Fair at Wildlife Sanctuary:
 - 15 people showed interest in a job.
 - 6 people were interviewed.
 - Group interviews will be held the first week of March.
- Concessions and shelters
 - Updating RecTrac will continue, which includes pricing and new items.
 - Menu updates.
 - Vendors sending samples of new/updated products.
- Policies and Procedures needed to be updated:
 - Heights and measurements.
 - Bus parking.
 - Supervisor and Team Lead requirements.
 - Ride operating documents.
 - Employee Apparel.
- Alternative Revenue Sources will be researched.

- Events we can host or have.
- Enhance current offerings.
- Online sales:
 - Souvenirs throughout the year.
 - Cost of shipping.
 - Cost of website.
- Signage updates:
 - Map of park.
 - Informational sandwich boards.
 - Ride rules.
 - Exit signs.
 - Height signs.
 - Parking lot signs.
 - Shelters.

TRIANGLE SPORTS AREA

- Snow making machinery and snow grooming equipment is being researched.
- The Hill will be closed Monday through Wednesday due to previous revenue on these days.
- With the recent snowstorm, we were able to open again.

WILDLIFE SANCTUARY

- 4K Teacher and 4K Naturalist roles are filled, Ms. Jaime Spychalla has joined the team, bringing with her a lot of experience in both the teaching and environmental science fields. Mr. Andy Waterman has taken the Naturalist role and brings 37 years teaching experience to the position. The transition has been smooth, and our new team is meshing very well together.
- OAK 4K administrators met with GBAPS leaders and marketing representatives to strategize a plan for filling all available enrollment spots for upcoming school year. A combination of strategies will be used and evaluated to better ensure full enrollment. OAK 4K Site-Coordinators (J. Andersen and S. Lakatos) will be taking the lead on this and are working closely with our 4K staff and internal team to best seek all routes/avenues to increase awareness and ultimately enrollment. We are not alone this is a trend most all Green Bay schools are dealing with.
- WLS developed all new camps for this summer season. 16 sessions over 8 weeks, including a fishing camp! Response has been amazing with many camps full and kids on waiting list.
- The Friends of the Bay Beach Wildlife Sanctuary was selected as 1 of 45 local not-for-profits to take part in the annual Give BIG Green Bay event, a 24-hour period of giving. The donation period itself ran Tuesday from noon (February 21st) to noon Wednesday (February 22nd) and \$32,833 was generated in donations. On the evening of the 21st a Cookie and Critters event was held at WLS's Nature Center in conjunction with the 24-hours of giving with the public invited to meet some of animal ambassadors as well as meet some of the other not-for-profits we have

partnered with and were also taking part in Give BIG Green Bay. Public response is amazingly positive and generous. A big thanks to the Greater GB Community Foundation and the Green Bay Packers Give Back for making everyone donation go even farther.

- WLS Wildlife Rehabilitation program (R-PAWS) ended the calendar year seeing 6,675 patients, including 3,144 mammals, 1,401 songbirds, 1,388 waterfowl, 191 raptors, 193 water gamebirds, 73 herps, 3 miscellaneous, and 240 eggs. This was another very busy and challenging year for our animal care team who, along with a diverse network of in-house trained volunteers, were able to impact this many Wisconsin animals is truly amazing and noteworthy.
- Frosty Family Fun Night Event held on February 24 was a great success with 4,500 people attending. Events included night hikes, lighted trails/waterfalls/displays, horse drawn carriage rides, live critters, open Gift Shop, live band, games and crafts for the kids, as well as food trucks and smores/hot cocoa. The fee was \$10 per family this year. A HUGE reason for the success was the intricate planning by our team and an amazing showing by our many volunteers ~ 40-50 just that day!!
- Great traction and partnership is underway with Leadership Green Bay with the FOWLS to replace Whirligig Dock, add outdoor classroom/structure making all accessible is picking up steam. Fundraising and grant opportunities being explored by LGB with city staff working with design aspect and obtaining materials/quotes/etc.

ADMINISTRATION

- Reservations are open for all our shelter rentals, and we have been busy setting up our customer's reservations.
- Annual Boat Launch passes are now available for purchase in our office.
- Registration opened for Summer Camps on February 1st and half of the sessions are already filled. Registration is also open for Indoor Soccer Skills, Adult Softball, and Be Active WI. Administrative staff also oversees the Chill Chaser program which concludes February 28.
- Summer preparation has begun. Staff is busy working on Bay Beach Amusement Park souvenir designs, programming materials, and the 2023 Summer Activity Guide.
- All Summer 2023 seasonal positions have been posted. The administrative section takes the lead on all graphics, advertisements, press releases, and printed materials.
- All seasonal rehires have been rehired in the system and are completing paperwork.