



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, MAY 10, 2023, 5:00 PM

In person at City Hall, Room 207.

Virtual attendance is also available via Zoom.

AMENDED

A. Zoom Meeting Information.

1. 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.

1. Consideration with possible action on the request by Ald. Galvin to convert one or two of the tennis courts at Astor Park into pickle ball courts.
2. Consideration with possible action on accepting the donation of a used Sea Dragon Ride from the Friends of Bay Beach for the City to install at Bay Beach Amusement Park.
3. Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Friends of Bay Beach for the installation of the necessary site work associated with the NebulaZ Ride that the City purchased.
4. Consideration with possible action on the approval of a Concession Stand Use Agreement with the Optimist Club of Green Bay, Inc., for the Finger Road Ballfield Complex.
5. Consideration with possible action on accepting a \$7,400, Neighborhood Partnership Grant award from Brown County United Way for the Green Bay Conservation Corps to install a rain garden/native planting at Navarino Park.
6. Consideration with possible action on approving a Resolution Authorizing the Submittal of a Grant Application to Assist With Funding for Phase II of the Leicht Memorial Park Improvements Project.

F. Informational.

1. Staff update on current 2023 Park seasonal staffing levels.
2. Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.
3. Next Meeting: May 24, 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

May 10, 2023

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on the request by Ald. Galvin to convert one or two of the tennis courts at Astor Park into pickle ball courts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023-05-04 Dist 4 to Parks

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Thursday, May 4, 2023 11:46:22 AM

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Parks Committee
Text of Communication	To convert one or two of the tennis courts at Astor park into pickle ball courts

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on accepting the donation of a used Sea Dragon Ride from the Friends of Bay Beach for the City to install at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Friends of Bay Beach for the installation of the necessary site work associated with the NebulaZ Ride that the City purchased.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bay Beach NebulaZ Construction Dedication Agreement - FOBB 5 5 2023_Final



City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAY BEACH AMUSEMENT PARK
NEBULAZ RIDE SITE WORK

This Agreement is made this _____ day of May, 2023, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (City), and the Friends of Bay Beach, (FOBB), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (Bay Beach). Bay Beach is a 75 acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for the installation of the necessary site infrastructure for the NebulaZ Ride that the City has already purchased.
- D. The City of Green Bay recently bid out the construction of the necessary amusement ride sitework and no contractors bid on the project. The ride is scheduled to be delivered to Bay Beach in late June, 2023. Because no contractors bid on the project, there is not enough time for the City to rebid the project and construct the site work with the expectation of having the ride open to the public in 2023 amusement park season. Both the City of Green Bay and FOBB agree on the importance of installing this ride ASAP to generate additional revenues for the park in 2023.
- E. The Friends of Bay Beach have proposed to secure several contractors to complete the necessary excavation along with installing the ride concrete footing, shed/control booth footing, chain link gate post footings, concrete flatwork, underground electric and above ground electric panels needed to prepare the site for the expected ride delivery date. The contractors secured by the FOBB will coordinate closely with the City of Green Bay as it relates to site access, construction scheduling and the necessary inspection requirements by the City and the State Ride Inspector. The FOBB electrical contractor will have to coordinate closely with the City carpenters to jointly install the shed and electrical work within the shed. The City will enter into an Access Agreement with each contractor.
- F. The City intends to install the necessary erosion control, site restoration, construction perimeter fencing, queue line fencing and the shed/control booth structure. After the ride arrives, the City will install the ride and will coordinate final inspection of the ride with the State Ride Inspector.
- G. The City has already engineered the site work and have applied for the necessary permits to complete this work. The FOBB have agreed to install the footings, concrete and electrical work per the City

supplied construction plans and specifications. The City has agreed to allow the work to be completed for these purposes, and FOBB has agreed to do the work at FOBB's sole expense and has requested that the City accept the dedication and assume maintenance responsibilities.

- H. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project after acceptance of the construction by the City.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

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

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. No concept plan is required. The City has already selected the location of the ride.
- B. Contractor. FOBB shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to

construction. The Access Agreements include indemnity and hold harmless provisions in favor of the City. The Access Agreements must be signed prior to the contractor commencing work at Bay Beach.

- C. Construction Documents. The FOBB will install the site work per the City supplied engineered construction documents. Any deviations to the plans will need to be reviewed with the City prior to the work being done to ensure that the proposed changes do not affect the State ride plan approval process. Construction Plans and Specifications are attached as Attachment A.
- D. Design and Construction. FOBB shall cause to be designed and prepared under engineer's seal and signature, and to be constructed, the Project as defined in the recitals. In the event the Project will disturb or otherwise affect any existing City features, such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the FOBB's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and/or Inspections Department and the State Ride Inspector to ensure that construction is in conformance with the plans and specifications. The City agrees to notify FOBB upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.
- G. Permits and Use. FOBB will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to disturb, develop and/or use the Property as set forth above.
- H. Improvement of Property. FOBB shall promptly design and complete the Project. Substantial work on the Project shall be completed no later than June 15, 2023. FOBB shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- I. Maintenance and Repair. FOBB shall at all times keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Easements. The City shall grant to FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.

- K. Insurance. Ensuring that all necessary insurance has been procured is the responsibility of FOBB. FOBB and each of its separate contractors and subcontractors shall purchase and maintain such insurance as will protect him/her, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, as applicable, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from FOBB, its contractors and subcontractors' direct or indirect operations under this Agreement, whether such operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

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

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

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

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

Before commencement of construction activities on the Property, FOBB shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which FOBB, its contractors, and subcontractors' are required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties.

Types of Insurance

1. *General Liability*:

- a. Commercial General Occurrence policy, edition 2006 or 2010 including:
 - i. Premises and Operations
 - ii. Products and Completed Operations
 - iii. Advertising and Personal Injury
 - iv. Explosion, Collapse and Underground Hazard coverage
 - v. Contractual Insurance in writing under General Liability
 - vi. Broad Form Property Damage
 - vii. Coverage for Independent Contractors
 - viii. Care, Custody and Control coverages for City-owned materials at worksite
 - ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.
- b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

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

5. *Umbrella Coverage:*

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

6. *Builder's Risk Insurance:*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, FOBB shall obtain and keep in full force and effect an all builders risk insurance policy for all portions of the Property affected by the Project with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve FOBB of its obligation to perform under this Agreement and, in the event of loss, FOBB shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

L. General Indemnity.

1. Protection Against Losses. FOBB shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by FOBB of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.
 - e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

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

2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
 3. Indemnification Procedures. FOBB shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate FOBB's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by FOBB; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOBB and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to FOBB, then counsel for the City, at FOBB's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOBB shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If FOBB does not assume the defense of such claim, suit or action, FOBB shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without FOBB's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOBB shall be reasonable grounds for FOBB to refuse to provide written consent to a compromise or settlement.
 4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.
- M. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. FOBB shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City. The Parties acknowledge and agree that the Project and all improvements are temporary in nature, and nothing is intended to

impose any continuing obligations on the City other than maintenance, and only for so long as the improvements are utilized for a temporary gravel parking lot purposes.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. Payment. FOBB shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. FOBB shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by FOBB posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. FOBB shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.
- C. Certification of Facts. No statement of fact by FOBB contained in this Agreement and no statement of fact furnished or to be furnished by FOBB to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting FOBB that would adversely affect the Project, the ability of FOBB to complete the Project or the ability of FOBB to perform its obligations under this Agreement.
- E. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and FOBB is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which FOBB is a party or an obligor.
- F. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. FOBB will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

V. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:

1. Termination. Terminate this Agreement;
 2. Damages. Sue for damages;
 3. Specific Performance. Sue for specific performance;
 4. Other Remedies. Pursue any other remedies available to the parties at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VI. TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. FOBB may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or FOBB have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.
- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- F. Parties. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To FOBB: Friends of Bay Beach
 Attn: Dave Charles
 1740 Cofrin Drive
 Green Bay, WI 54302

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- M. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, FOBB shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- N. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- O. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- P. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of City and FOBB as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, Dave Charles, President of the Friends of Bay Beach, a Wisconsin 501 (c)(3) charitable organization, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

EXHIBIT A



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the approval of a Concession Stand Use Agreement with the Optimist Club of Green Bay, Inc., for the Finger Road Ballfield Complex.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Concession Stand Use Agreement Finger Road 2023 - Final

Concession Stand Use Agreement

Finger Road Ballfield Complex

This Agreement is entered into this ___ day of _____ 2023, between the City of Green Bay, hereinafter referred to as (City), and the Optimist Club of Green Bay, Inc., hereinafter referred to as (Club), collectively referred to as the Parties.

WHEREAS, the City, through the Parks Recreation and Forestry Committee, has considered the request of the Club to construct a concession stand and building at Optimist Park in the City of Green Bay; and

WHEREAS, it is the intention of the Club to construct the concession stand and building on property owned by the City utilizing donated material, labor and the Club's available funds; and

WHEREAS, the concession stand and building will remain the property of the City however the use of the concession stand by the Club shall be governed by the terms and conditions as set forth herein; and

NOW, in consideration of the mutual covenants and promises contained herein, the Parties covenant and agree as follows:

1. The Club shall pay for the cost for the construction of the concession stand and building per the Design, Construction and Dedication Agreement dated, July 26, 2022.
2. The City shall pay for the costs of all utility bills for the concession stand and building, including, but not limited to, electric, sewer, water and gas.
3. The Club shall have the first right of refusal for the use of the concession stand.
4. There shall be no fee charged to the Club for the use of the concession stand.
5. The City shall be responsible for the maintenance and cleaning of the bathrooms in the building. The use of the bathrooms shall be open to the public including but not limited to the Club.
6. The Club agrees to follow all park rules and applicable ordinances, as well as the guidelines set forth in the Green Bay Parks, Recreation and Forestry Department's Facilities Use Policy.
7. The Club may use the concession stand only while it has permitted access to the field and as otherwise permitted by the Director of Green Bay Parks, Recreation and Forestry or his designee.
8. The Club shall allocate all revenues generated from the use of the concession stand to support the Club's program needs or to maintain or improve any City-owned facilities used by the Club. The Parties shall meet at the end of each athletic season to determine how

concession revenues will be allocated between the Club's program needs and City owned facility maintenance and improvements. The recommended use of the funds from the Optimist Club of Green Bay will not be unreasonably denied.

9. At the conclusion of an athletic season, the Club shall provide to the Green Bay Parks, Recreation and Forestry Department an official bank statement showing all cash balances and other transactions that took place during the athletic season relating to the concession stand revenues.
10. The Club shall indemnify, hold harmless and defend the City against all claims, demands and damages arising from the Club's use of the concession stand and building.
11. The Parties agree that this Agreement will expire on January 1, 2043, unless otherwise terminated by the Parties by written agreement prior to that date. This Agreement may be renewed for subsequent 5-year periods upon mutual written agreement of the Parties.
12. The City reserves the right to terminate this Agreement, upon written notice to the Club, in the event the Club breaches any of terms and conditions set forth herein. Upon receipt of such written notice, the Club shall have sixty (60) days to cure said breach. If such breach is not cured within the sixty (60) days, this Agreement will automatically terminate.
13. The City may terminate this Agreement, upon written notice to the Club, in the event the City is not able to provide the Park for use by the Club due to damage, destruction, property loss, financial or other circumstances that cannot be remedied by the City.
14. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.
15. 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.
16. It is expressly understood that the Parties may not assign any rights or obligations hereunder without the prior written consent of the other Party.
17. During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.
18. If any provisions of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

19. 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.
20. The PARTIES have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of the Club and the City respectively, and, when signed, this Agreement shall constitute the binding obligation of each of the parties hereto.

For the Optimist Club of Green Bay, Inc.:

_____	_____
	Date
By _____	
Its _____	

For the City of Green Bay:

_____	_____
Eric Genrich – Mayor	Date
_____	_____
Celestine Jeffreys – Clerk	Date



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on accepting a \$7,400, Neighborhood Partnership Grant award from Brown County United Way for the Green Bay Conservation Corps to install a rain garden/native planting at Navarino Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. United Way Grant Award



112 North Adams Street, Suite 201 • Green Bay, WI 54301
Phone: (920) 432-3393 • Fax: (920) 432-7144

Brown County United Way

April 29, 2023

Maria Otto
Conservation Corps Coordinator
100 N. Jefferson Street
Green Bay, WI 54301

Dear Maria,

Thank you for dedication and continued efforts in building strong, viable neighborhoods in our community. In addition to the email you received from Jill Sobieck today, this letter affirms that that your request for \$7,400 in the 2023 Neighborhood Partnership Grant (NPG) funding from Brown County United Way (BCUW) has been approved. Congratulations!

As stated in the application materials, by accepting this funding, you certify that the program, project, and/or activity provided through NPG dollars follow the eligibility requirements:

- All applicants will abide by BCUW standards and policies as outlined in the NPG application.
- My organization is a nonprofit with a 501(c)(3) designation in good standing with the Internal Revenue Service (IRS), or a community-based group or entity such as a governmental body, school district, or municipality, fiscally sponsored by a 501(c)(3) nonprofit organization in good standing with the IRS.
- My program directly serves the people of Green Bay, and the proposed project and/or program will serve neighborhood cohort 1, as specified in the application.
- All funds will be spent within the designated geographic area as specified above.
- My organization conducts business without discrimination regarding age, race, color, religion, sex, national origin, ancestry, political beliefs, disability, veteran status, marital status, sexual orientation, gender expression or identity, or any other category protected by law.
- BCUW will be acknowledged in all materials and public communications regarding the funded project.

The funding cycle is one year: May 15, 2023- May 15, 2024. Funds shall be used solely for the granted purpose and be spent during the funding cycle. Funds not expended shall be returned to BCUW without written request. Expenditures shall cease within one year of the grant cycle unless an extension is granted by the BCUW. Any changes in the program, project, or activity will require an amendment request and approval from BCUW. The reporting forms will be due shortly after the end of the fund cycle.

You will be notified via the grant management system, e-CImpact, regarding the required reporting forms and due dates. Please be sure to check your user account periodically. The information you provide will be vitally important to gathering data and impact on neighborhood and community building efforts, as well as enable us to share the positive developments of NPG funding with investors and the broader community.

We look forward to seeing the project and activities come to life. Thank you again for your efforts and Congratulations!

Sincerely,

A handwritten signature in black ink, appearing to read "Robyn Y. Davis".

Robyn Y. Davis, J.D.
President and CEO
Brown County United Way



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on approving a Resolution Authorizing the Submittal of a Grant Application to Assist With Funding for Phase II of the Leicht Memorial Park Improvements Project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Authorizing the Submittal of a Grant Application for Leicht Memorial Park
2. Leicht Grant Application
3. Site Plan Leicht Memorial Park-b
4. Site Plan 3b

**RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO
ASSIST WITH FUNDING FOR PHASE II OF THE LEICHT MEMORIAL PARK
IMPROVEMENTS PROJECT**

May 16, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay ("City") owns 2.595 acres of Leicht Memorial Park ("Park"), and it is the desire of the Common Council of the City of Green Bay to develop that land for public outdoor recreation purposes; and

WHEREAS, the City, business, and community partners have been working with a consultant to create a new master plan for the Leicht Memorial Park Improvements project, described in the attached application and comprised of Phase I and Phase II funding; and

WHEREAS, the City desires to complete the Phase II improvements at Leicht Memorial Park, which includes earthwork, landscaping, utilities, site lighting, stormwater management, walkways, canoe/kayak launch, and waterfront access stairs; and

WHEREAS, the Leicht Memorial Park Improvements project is funded in part by the City, businesses, and community partners, with Phase I fully funded, and Phase II to be funded by business and community partners and any potential City grants awarded for the Park; and

WHEREAS, Phase II will require additional funding beyond the Phase I amount in order to complete the project; and

WHEREAS, businesses and community partners are fundraising to secure adequate funds to help with Phase II funding; and

WHEREAS, the Wisconsin Department of Natural Resources has certain grants the City may qualify for to help with Phase II funding; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay hereby supports the efforts of businesses and community partners to secure adequate funding for Phase II;

BE IT FURTHER RESOLVED, that the Common Council of the City of Green Bay hereby authorizes the Director of the Parks, Recreation and Forestry Department, or their designee, to act on behalf of the City of Green Bay to:

- Submit applications to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council of the City of Green Bay will comply with all local, state, and federal rules, regulations, and ordinances relating to this project and maintain the completed project in an attractive, inviting, and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2023

Approved _____, 2023

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

**Stewardship Local Assistance, Federal Land & Water
Conservation Fund, & Recreational Trails Program
Grant Application**

Form 8700-191 (R 02/23)

Page 1 of 6

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Public Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Green Bay		Kaurie Mihm	
Street or PO Box		Title	
100 North Jefferson Street, Room 510		Park Planner	
City, State, Zip Code		Telephone Number	Fax Number
Green Bay, WI 54301		(920) 448-3382	(920) 448-3393
County		E-Mail Address	
Brown		kaurie.mihm@greenbaywi.gov	

Grant Payment Information:

ACH Payment Email Address or ☐ Check Mailing Address (if different from applicant)

	Name	Address		
	Organization:	City	State	ZIP Code

Section 1: Project Information

Project Title:	Project Type (select one)
Leicht Memorial Park Improvements Phase II	☒ Development ☐ Acquisition ☐ Rehabilitation ☐ Maintenance

Financial Summary

Total Project Costs STEW/LWCF/RTP	Grant Request STEW/LWCF (up to 50%)	Grant Request RTP (up to 80%)
\$1,088,000	\$544,000	

Match Sources

Sponsor Funds:

(Cash and/or Force Account)

Donations:

(Cash, Labor, Materials, Equipment)

Other (list):

Total Sponsor Match:

\$544,000

Project Location

Township	Range	☒ E ☐ W	Section	¼ ¼	¼	GPS Coordinates (Decimal Degrees):	County
24 N	20		25	SW	SE	Lat: 44.519077 Long: -88.016941	Brown

UEI # (12 digits)
074797028

Congressional/Legislative District Numbers (link)		
WI Senate 30	WI Assembly 90	US Congress 8

Section 2: Project Details**1. What is the primary purpose of the project?**

See attached primary purpose description.

2. Describe in detail which elements of the project will be completed with the requested funds. Please do not include information about tasks which are not part of this funding request.

If the City is awarded the funding from this grant it will fund portions of the planned Phase II work. This includes the construction of site wide grading, storm water management, a waterfront walkway and stairway with fishing access, picnic areas, lighting, seating, and a canoe/kayak launch. This phase may be installed simultaneously with phase I if funding allows. Other future phased work includes a covered stage, a pedestrian bridge, art, and new docks for transient boating.

3. How will the public use and access the project?

The site will be open to the public during regular park hours. The park will be used for passive recreation, waterfront access and planned programmed events such as Kids Day, Tall Ships Festival and concerts. Planned amenities will be ADA accessible. The site is accessible from an existing parking lot and the public right-of-way. Existing docks along the shoreline will allow docking for watercraft with accessibility to the park.

4. What key partnerships are involved in this project?

On Broadway, Inc. promotes the Broadway District as Green Bay's cultural core for entrepreneurs, creatives, residents and visitors to engage and succeed in a welcoming environment. This organization has brought many events to Leicht Memorial Park and have committed to fundraising to cover costs for the new stage as well as other site work needed for the park. On Broadway, Inc. will take the lead on programming the renovated space year round. Discover Green Bay supports the project and is also involved in the master planning for the park because of their interest and participation in special events at the park.

5. Who will complete the operations and maintenance of the project?

The City of Green Bay will be responsible for the oversight of the operations and maintenance of the project. The City's RDA and City Council recently approved a Memorandum of Understanding with On Broadway, Inc. (OBI) and the City for Leicht Memorial Park improvements and programming. This agreement includes approval of a detailed proposal for OBI to operate and program the park which will include obligations, responsibilities, maintenance and profits for the park. The Parks Department will ensure that OBI is fulfilling the agreement. This will ensure that the park usage will dramatically increase after the renovation are completed.

6. How did the public provide input for this project? Is there any opposition to the project? If opposition, please explain.

There is a team of individuals that are working with the consultant to create the new master plan and stage and shelter designs for the park. These individuals include representatives from the City's Parks, Recreation and Forestry Department, On Broadway Inc., Discover Green Bay, local entrepreneurs and residents. The City's Mayor, Eric Genrich, has also been involved in the planning. The funding and masterplan have already been reviewed and approved with the Parks Committee and City Council, which is a public forum. There has been no opposition to the project to date.

7. Explain the approval process for this project.

**Stewardship Local Assistance, Federal Land & Water
Conservation Fund, & Recreational Trails Program
Grant Application**

Form 8700-191 (R 02/23)

Page 3 of 6

The City's Park Committee and City Council already approved partial funding for this project along with the final masterplan. They will also need to approve accepting any awarded grant funding. The City's Improvement & Services Committee and City Council will approve the award of the construction contract to implement the project.

8. **How will the in-perpetuity obligations of these grant funds be managed? Who will be responsible for long-term operation and maintenance of the project and how will future funding be obtained?**

The City of Green Bay's Parks, Recreation & Forestry Dept. will manage the grant funds and be responsible for the long-term operation and maintenance of the project. Revenue generated from the agreement with On Broadway, Inc. will supplement the City budget to maintain the park amenities.

9. **Park/Trail/Recreational Area Name:** Leicht Memorial Park (i.e. Lakeshore Park, Big Ben Recreational Area, Six Mile Wilderness Trail, etc.)

Total Park Acreage: 2.59 **Acreage for this Project:** _____

☐ Project site is undeveloped ☒ Project site is partially developed

10. **Are there any underground utility easements or overhead power lines on the property?** Explain:

Yes, there is an underground 20 foot sewer easement in the park.

11. **When will the property or facility be open to the public?** When construction is completed, during regular park hours

12. **Who is the primary project manager?** ☒ Applicant from Page 1 ☐ Other - Specify: _____

13. **Who is handling the financial administration of the project?** ☒ Applicant from Page 1
☐ Other - Specify: _____

14. **Estimated Project Timeline:**

Acquisition: Have you already purchased the property? If yes, date _____

If so, have you received a DNR "letter of retroactivity" for the project? ☐ Yes ☐ No

If no, anticipated closing date: _____

Development: Anticipated Start Date _____

Anticipated Completion Date _____

15. **Describe the current project site and use.** (Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.)

The 2.595 acres of the southern portion of Leicht Memorial Park is owned by the City of Green Bay and is currently zoned as Public Institution (PI). The northern 8.652 acres of the park is leased by the City. This grant would improve only the City owned land. Both areas are used for special events and park programming and have direct access to the west bank of the Fox River in the heart of downtown Green Bay. The site has mature trees, turf grass, a stage that is not conducive for certain programming, art, flags of diversity, seating, a paved shoreline walk, and docks for transient boating and fishing. Cruise ships dock just north of the City owned portion of the park.

**Stewardship Local Assistance, Federal Land & Water
Conservation Fund, & Recreational Trails Program
Grant Application**

Form 8700-191 (R 02/23)

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16. If applying for RTP, will any tree removal occur? If yes, how many trees and what is the average d. b. h. (diameter, breast, height)?

Tree removal is expected for this project. See the attached Site Plan and Existing Conditions and Removals Plan. We are anticipating the removal of 13 trees. The diameter and heights are currently unknown. These trees were planted in 2005 when the park was originally developed, so they are small to mid sized trees. New tree plantings are planned in the proposed redevelopment plan.

17. Has the area been surveyed for endangered and rare species? If yes, explain.

An Endangered Resources Preliminary Assessment was completed on 4/28/23 which showed that the project site overlaps the Karner Blue Butterfly High Potential Range and Rusty Patched Bumble Bee as a High Potential Zone. Therefore it has been suggested that we should request an Endangered Resources Review which has not yet been completed. See attached report.

18. Have you discussed the project with your regional DNR Regional Project Manager within the past 6 months?

☒ Yes ☐ No

DNR Contact Jessica Terrien

19. Has consultation with a DNR Water Management Specialist occurred prior to submitting the application?

☐ Yes ☒ No

IF ACQUISITION:

20. The landowner (seller) is a(an): ☐ Individual ☐ Developer ☐ Corporation ☐ Other: _____

21. Is the property located within the boundaries of another unit of government?

☐ Yes ☐ No

If yes, attach copy of approval resolution from other jurisdiction.

22. Is the property currently being leased or rented? ☐ Yes ☐ No

If yes, Date agreement expires: _____

If yes, explain and include copy of the lease.

23. Are there any buildings on the property?

☐ Yes ☐ No

If yes, explain what will be done with them.

24. After (or at the time of) the land purchase, will a conservation easement be executed on the property? ☐ Yes ☐ No

If yes, explain and attach draft easement.

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

Form 8700-191 (R 02/23)

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25. Did the seller originally acquire property 3 or less years before expected date of purchase?

☐ Yes ☐ No

If yes, attach copy of seller's deed for potential grant calculation purposes.

26. Will the property be transferred to another eligible sponsor?

☐ Yes ☐ No

If yes, explain and provide the adopting resolution from the accepting sponsor

27. Is seller requiring payment for property over time?

☐ Yes ☐ No

If yes, explain.

IF DEVELOPMENT:

28. Does someone other than the applicant from page 1, own the site? ☐ Yes ☒ No

If yes, explain and attach easement or lease document.

29. Does the State of Wisconsin own the site?

☐ Yes ☒ No

If yes, explain and attach the land use agreement/memorandum of understanding.

30. What soil disturbance will be occurring on the site and what is the size of the total disturbed area?

It is assumed that the entire 2.595 acre site will have soil disturbance.

Required Application Attachments

Please submit the following documents as attachments to the grant application. Note that some attachments are only applicable to select project types.

Acq. Project	Dev. Project	Required Application Documents	
☐	☒	1	Grant Application (Form 8700-191) – Must be Signed by Project Applicant
☐	☒	2	Response to Ranking Questions & Criteria (Form 8700-338) and required documentation
☐	☐	3	Project Resolution from Grant Applicant (Form 8700-388 or something similar)
☐	☒	4	Project Location Map
☐	☒	5	Project Boundary Map
☐	☒	6	Topographic Map
☐	☒	7	Legal Description and GPS Coordinates
☐	☒	8	Environmental Hazards Assessment Form (Form 1800-001)
☐	☒	9	Cost Estimate Worksheet (Form 8700-014)
☐	☒	10	Estimated Construction / Acquisition Timeline

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

Form 8700-191 (R 02/23)

Page 6 of 6

☐	☒	11	Site Plan <i>(For Development projects -show facilities to be constructed with grant assistance; for Acquisition projects- identify planned trails or facilities.)</i>
☐	☒	12	Remediation Plan and (if available) signed DNR Final Close-Out Letter – <i>Applicable only to projects with brownfields.</i>
☐	☐	13	Copy of related grant application and/or grant agreement <i>(applicable only If applicant is proposing a grant as all or part of their local match)</i>
☐	☒	14	Public Access & Acceptable Uses Form (Form 8700-322)
☐	N/A	15	Appraisal <i>(applicable to all acquisition projects and development projects that propose land donations as match)</i>
☐		16	Offer to Purchase <i>(if available)</i>
☐		17	Relocation Plan <i>(if applicable)</i>
☐		18	Copy of Seller's Deed <i>(applicable only if seller has owned property for less than three years)</i>
☐		19	Approval resolution from jurisdiction in which acquisition property is located <i>(if property to be acquired is located outside of the applicant's jurisdiction)</i>
☐		20	Land Management Plan
☐		21	Agricultural resource impact determination document from DATCP <i>(applicable only to acquisition projects with agricultural activity on the property)</i>
N/A	☒	22	Copy of Warranty Deed, Draft or Final Easement, Land Use Agreement, or Lease Document
N/A	☐	23	Required permits, if available
N/A	☒	24	Map showing the proposed project relative to the related larger trail system <i>(for RTP trail projects only; map should identify roads and bridges).</i>

Certification

I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative

Kaurie Mihm

Signature

Title

Park Planner

Date Signed

Project Name:		Prepared By:	Date
Leicht Memorial Park Improvements Phase II		City/ISG	05/01/2023
County	Project Applicant:	Landowner Name	☒ Public
Brown	City of Green Bay	City of Green Bay	☐ Private

	Indicate - (C) Contract , (F) Force Acct., (D) Donated				
	DEVELOPMENT PROJECT ITEMS <i>List by individual item or break down by Use Areas (See Item List On Back Of This Form)</i>	Quantity	Unit of Measure	Component Costs	Estimated Total Item Cost
	Earthwork	1	LS	\$90,000.00	90,000.00
	Site Lighting	1	LS	\$178,000.00	178,000.00
	Bioretention Pond	1	LS	\$30,000.00	30,000.00
	Silva Cells/Tree Grates	1	LS	\$95,000.00	95,000.00
	Walkways	1	LS	\$260,000.00	260,000.00
	Canoe/Kayak Launch	1	LS	\$55,000.00	55,000.00
	Stormwater Retaining Curb	1	LS	\$21,000.00	21,000.00
	Waterfront Stairs	1	LS	\$120,000.00	120,000.00
	Storm Sewer/Trench Drain	1	LS	\$55,000.00	55,000.00
	Retaining Wall	1	LS	\$24,000.00	24,000.00
	Site Demolition	1	LS	\$160,000.00	160,000.00
TOTAL \$					\$1,088,000.00

NOTE:

- For development projects, contingency and indirect costs are not eligible expenses.
- For acquisition projects, complete the Acquisition Project Cost Estimate Section of this form.

ACQUISITION PROJECT COST ESTIMATE:		NOTE: If project includes more than two parcels, attach additional information.	
	Parcel 1	Parcel 2	Total
1. Parcel Owner			
2. Number of Acres being Purchased			
3. Grant Eligible Acres			
4. Option Expiration Date			
5. Option Amount	\$	\$	\$
6. Appraised Value : Land	\$	\$	\$
Improvements	\$	\$	\$
7. Subtotal	\$	\$	\$
8. Estimated Other Eligible Acquisition Costs Total	\$	\$	\$
List costs included in above:	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
9. Grand Total Project Costs: (Add Lines 7 & 8)			

DEVELOPMENT PROJECT ITEMS LISTING:		NOTE: This list is intended as a guideline and is not a complete list.	
SERVICES Pre-approval Engineering Post-approval Engineering Supervision Feasibility Studies Planning Administration BOATING AREA Ramp Apron Launch Ramp Bulkhead/Seawall Riprap Security Lighting CAMPSITES Tables Grills/Fire Rings Camp Pads (Gravel, Asphalt) Refuse Containers EQUIPMENT Benches Trash Receptacles Other (identify) FISHING AREA Fishing Pier Bank Stabilization Riprap Bank Fishing Site LANDSCAPING Tree/Shrub Planting Sodding/Grass Seed Mulch/Fertilizer Retaining Walls OTHER/MISCELLANEOUS Specify	PARKING Gravel/Paving Curbs/Bumper blocks Striping PICNIC AREA Tables/Grills Trash Receptacles Shelters General Construction Electrical/Water Service PLAY AREA Play Equipment Equipment Installation Surfacing Material ROADS Gravel Base/Paving Curb and Gutter SIGNING Signs Posts/Hardware Installation Walkways/Trails Interpretive/Informational Parking SITE PREPARATION Cleaning/Grubbing Rough Grading/Fine Grading Fill/Top Soil Building Demolition Drainage Structures Storm Sewers	SPORT COURTS Tennis Sand Lift Gravel/Paving Fencing Color Coating Lighting Volleyball Basketball Hockey Rinks Sand/Gravel Base Dasher Boards Lighting Water Hydrant Multipurpose Courts SPORTS FIELDS-should include specific items as shown under Softball. Softball Infield Mix Backstop/Fencing Grass Seeding/Sodding Player Enclosures Bleachers with Pads Lighting Sprinkling Sys/Drainage Tile SOCCER / FOOTBALL Baseball Skating Rinks Multipurpose Game Fields Sledding/Toboggan Hills SWIMMING AREA Beach Dredging Sand Blanket Raft/Pier Guard Towers Buoys & Ropers Bathhouse	SWIMMING / WADING POOL Pool Tank Filtration Equipment Fencing Pool Equipment TOILETS Flush Toilets General Construction Plumbing Electrical Sewer/Water Laterals Vault Toilets TRAILS Clearing Surfacing Overview Structures Boardwalks Culverts Bridges Grading UNDERGROUND ELECTRIC Trenching Junction Boxes Conduit Transformers WALKWAYS Fill Gravel Paving Culverts Bridges Curb Cuts WATER SYSTEMS Well Pump Distribution Fountains Spigots/Hose Bibs

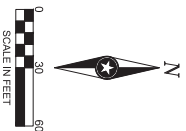
LEICHT MEMORIAL PARK

MASTER PLAN

LEGEND

- 1 Ornamental & Enhanced Fencing
- 2 Vehicular Gateway
- 3 Pedestrian Gateway
- 4 Gateway Feature With Internal Storage
- 5 Concession Shelter with Ramped Roof-Deck Access + Pergola
- 6 Stage Building
- 7 Future Restroom Building
- 8 Future Pedestrian Bridge/Ramp
- 9 Standard Concrete Walk
- 10 Specialty Pavement 1
- 11 Specialty Pavement 2
- 12 Plaza Space
- 13 24" Seatwall With Bench Toppers
- 14 12" Retaining Wall
- 15 Boardwalk
- 16 Bike Racks
- 17 Kayak Launch
- 18 Deck + Boatlaunch
- 19 Stormwater With low Curb Inlets
- 20 Water Wall
- 21 Structured Turf
- 22 Open Lawn
- 23 Existing Trees





SITE LEGEND	
(A)	PARK ENTRY MONUMENT
(B)	ENTRY GATEWAY
(C)	ACCESS SETBACKS WALL
(D)	ACCESSIBLE SWAP MONUMENT
(E)	BIKE MONUMENT
(F)	TRASH AND RECYCLING RECEPTACLE
(G)	4' WIDE CHALKLINE SWING GATE
(H)	WOOD DECORATIVE PESTICIDE DISCLOSURE
(I)	WALL/MONUMENT STRIPS AT STAGE
SEE SPECIFIC FORM	
SEE ARCH PLAN FOR	

CONSTRUCTION NOTES

PROJECT NO.	21-26222
TITLE NAME	20222 C/S/STE
DRAWN BY	NMA, BMD
DESIGNED BY	BMD, DPP
REVIEWED BY	-
ORIGINAL ISSUE DATE	----
CLIENT PROJECT NO.	-

TITLE

SITE PLAN

SHEET

C3-10



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # F.I

Staff update on current 2023 Park seasonal staffing levels.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Park Seasonal Staffing Levels

PARKS, RECREATION & FORESTRY DEPARTMENT

2023 SEASONAL STAFFING LEVELS

STAFFING LEVELS TO DATE (5/10/2023)

BAY BEACH AMUSEMENT PARK	
FULL STAFFING LEVELS NEEDED	236
<i>FACILITY ATTENDANTS HIRED TO DATE</i>	106
<i>RIDE OPERATORS HIRED TO DATE</i>	105
<i>LEADERSHIP/MANAGERS HIRED TO DATE</i>	25
TOTAL STAFF HIRED TO DATE	236
<i>RETURNING STAFF</i>	132
<i>NEW HIRES</i>	104
OPEN POSITIONS	0
<i>TOTAL APPLICATIONS RECEIVED</i>	281
<i>TOTAL APPLICANTS INTERVIEWED</i>	179

PARKS MAINTENANCE	
FULL STAFFING LEVELS NEEDED	17
<i>SEASONAL MAINTENANCE HIRED TO DATE</i>	11
TOTAL STAFF HIRED TO DATE	11
<i>RETURNING STAFF</i>	4
<i>NEW HIRES</i>	7
OPEN POSITIONS	6
<i>TOTAL APPLICATIONS RECEIVED</i>	17
<i>TOTAL APPLICANTS INTERVIEWED</i>	12

POOLS	
FULL STAFFING LEVELS NEEDED	87
<i>FACILITY ATTENDANTS HIRED TO DATE</i>	25
<i>LIFEGUARDS HIRED TO DATE</i>	29
<i>LEADERSHIP/MANAGERS HIRED TO DATE</i>	6
TOTAL STAFF HIRED TO DATE	60
<i>RETURNING STAFF</i>	32
<i>NEW HIRES</i>	28
OPEN POSITIONS	27
<i>FACILITY ATTENDANTS</i>	9
<i>LIFEGUARDS</i>	18
<i>LEADERSHIP/MANAGERS</i>	0
<i>TOTAL APPLICATIONS RECEIVED</i>	91
<i>TOTAL APPLICANTS INTERVIEWED</i>	69

WILDLIFE SANCTUARY	
FULL STAFFING LEVELS NEEDED	12
<i>SME RANGERS HIRED TO DATE</i>	2
<i>NATURE CENTER GIFT SHOP HIRED TO DATE</i>	2
<i>WLS CAMP, EDUC., ENRICHMENT HIRED TO DATE</i>	3
<i>SME ANIMAL CARE HIRED TO DATE</i>	2
<i>AC REHAB SPEC HIRED TO DATE</i>	3
TOTAL STAFF HIRED TO DATE	12
<i>RETURNING STAFF</i>	0
<i>NEW HIRES</i>	12
OPEN POSITIONS	0
<i>TOTAL APPLICATIONS RECEIVED</i>	101
<i>TOTAL APPLICANTS INTERVIEWED</i>	75

PLAYGROUNDS	
FULL STAFFING LEVELS NEEDED	32
<i>PLAYGROUND LEADERS HIRED TO DATE</i>	26
TOTAL STAFF HIRED TO DATE	26
<i>RETURNING STAFF</i>	14
<i>NEW HIRES</i>	12
OPEN POSITIONS	6
<i>TOTAL APPLICATIONS RECEIVED</i>	18
<i>TOTAL APPLICANTS INTERVIEWED</i>	15

FORESTRY	
FULL STAFFING LEVELS NEEDED	6
<i>SEASONAL MAINTENANCE HIRED TO DATE</i>	1
<i>YOUTH APPRENTICE HIRED TO DATE</i>	0
TOTAL STAFF HIRED TO DATE	1
<i>RETURNING STAFF</i>	1
<i>NEW HIRES</i>	0
OPEN POSITIONS	5
<i>TOTAL APPLICATIONS RECEIVED</i>	12
<i>TOTAL APPLICANTS INTERVIEWED</i>	8

NOTE: The "Total Staff Hired to Date" quantities do not include applicants that have interviewed and are various stages of the hiring process.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 10, 2023

PREPARED BY

AGENDA ITEM # F.2

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 5.10

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, May 10, 2023**

PARK DIVISION

- Park crews continue to have presence in the parks picking litter, emptying garbage cans, and checking facilities for damage and vandalism.
- Park crews are going around and cleaning up leaves and debris from fence lines and around ball diamonds and dugouts.
- The finishing touches of the paint are being done at the John Muir Park Shelter.
- The skate park is now open for the season.
- Our park painter has been busy working on keeping graffiti cleaned up throughout our park system. In a typical week he spends one to two days a week cleaning up and removing graffiti off park buildings, playgrounds, amenities, and structures. In between graffiti detail he is working on other projects such as painting the new soccer goals, and painting at Bay Beach or other park sites.
- Pool vessels have begun to get pressure washed so any pre-season caulking, tile work, etc. can be completed. When the weather is cooperative, inside work of the pool buildings is being done such as organizing and cleaning.
- Despite the continuing challenges of this spring, ball diamond crews have been busy painting soccer fields, dragging diamonds, and getting the fields ready to play on.
- Park crews have worked to get the Bay Beach Amusement Park grounds ready to go for this season. The pre-season prep has included placing garbage cans, picnic tables, detailing the grounds, picking litter, some exterior painting of the main pavilion and pressure washing, to mention a few items.

FORESTRY DIVISION

- Our crew is working on pruning young trees and service requests as needed. Oak pruning has been completed for the season. A reminder that there is an oak pruning ban from March 15th to October 15th.
- Spring tree planting is in full swing. Crews are planning to plant about 650 trees this spring and more to follow in the fall. All deliveries of tree whips have come in to our tree nursery. The nursery crew is in the process of digging trees for the street ROW's and then preparing the nursery and planting the new whips we received. 565 whips were brought in this spring to bring the nursery at full capacity.
- Emerald Ash Borer treatments have begun. Crews will treat ~2,200 ash trees this spring and summer. Tree inspections will take place starting in June, once the ash trees have leafed out. That process will help determine the next cycle of tree removals and assess tree health and vigor.
- Seasonal positions are being filled. Staff completed the last round of interviews and are making selections and offering positions this week. Overall, the number of applications and interviews was up from previous years.
- Arbor Day was celebrated on Friday April 28th. Along with street tree plantings, crews planted trees in Eastman Park to kick off a tree planting project in the Olde

North neighborhood. This was funded with Community Development Block Grant funds to help replace trees lost due to EAB over the past years. Another Arbor Day planting event was held at Mather Heights Park. This park also lost many ash trees this past winter. A big Thank you! goes out to residents of the Mather Heights neighborhood, Alders Steuer, Scannell, Campbell and Mayor Genrich for coming out and throwing a little dirt around with the crew!

- Arbor Day also marked the announcement of the new Arborist Youth Apprentice program in Green Bay. The new apprentice opportunity was implemented in the summer of 2022 by the Dept. of Workforce Development. Staff have been working with CESA 6 and local schools to find eligible candidates to fill 2 youth apprentice positions. These positions are open to Junior and Senior high school students. The intent of the program is to introduce arboriculture as a profession to students. The 2-year program will provide introductory technical education to the students and help them explore career opportunities this field can provide.

DESIGN & DEVELOPMENT DIVISION

- Staff are working with the consultant on planning for the HVAC upgrades and roof replacement for the Bay Beach Amusement Park pavilion.
- No bids were received for the NebulaZ site work. The City is working with the Friends of Bay Beach to secure contractors to do the necessary work as a donation from the Friends of Bay Beach.
- Construction on the East River Trail Expansion and Canoe/Kayak Launch project has started.
- Staff are working with the consultant on the Farlin Park redevelopment planning. A public input meeting for the master plan is planned for May 11th at 6:30 pm at the Boys & Girls Club.
- The Finger Road concession stand with restrooms construction is expected to begin soon.
- The WPS remediation work continues on the Fox River Trail near the former WPS headquarters. WPS will replace that portion of the trail at their expense as part of their project.
- The removal of the trees continues along the berm for the Ken Euers for the West Berm Waterfowl Habitat project.
- The Leicht Memorial Park master planning, shelter, and stage design is progressing. The consultant submitted the 75% complete set of construction plans. Staff has reviewed the plans and submitted comments to the consultant.
- Shipyard Phase 1 construction continues.
- Construction of the Perkins Park ballfield renovations has begun.

GREEN BAY CONSERVATION CORPS

- Currently 14 out of 15 summer positions are filled. Four summer members have begun fulltime, and the additional summer members will start in the next few weeks.
- Greenhouse plants have sprouted and over 1,000 plants are growing. Members continue to water and maintain these plants in preparation for planting in late May.

- Staff submitted the continuation grant for AmeriCorps on April 4th. It is expected to receive notification by the end of June.
- The Conservation Corps was awarded a grant from Brown County United Way for the installation of a rain garden and native planting at Navarino Park.
- Members have begun trimming and raking the biofilters across the City in preparation for new growth.
- Members are mapping garlic mustard across the City and have begun pulling it at the WLS and He-Nis-Ra Park.
- Staff have seen an increase of volunteer inquiries for opportunities in the Spring including a UWGB class planning a Campus Service Day at the WLS.
- Staff are working to create an online volunteer portal through Volgistics which will help manage and recruit more volunteers. It is anticipated to be launched in the next month.
- GBCC held volunteer opportunities on Earth Day throughout the City at four locations. Over 80 volunteers came to the events.
- The GBCC continues to partner with the 4K Oak Learning Center and provide presentations and learning opportunities for students. On April 28th, members and staff assisted the 4K with a planting day for the students.
- Crew and staff attend monthly training for the Wisconsin Disaster Team in preparation for flooding events or other natural disasters.
- On May 12th, the GBCC will travel to La Crosse for an in-person training with the Wisconsin Disaster Response Team.

RECREATION DIVISION

- The adult softball league season began the week of May 1. We currently have 43 teams registered.
- Registration is currently taking place for our recreation summer day camps at the WLS. The camps will run M-Th for 8 weeks. The recreation summer day camp at the WLS is scheduled to begin the week of June 20. There are 8 weekly camps being offered from 9:00 a.m. – 4:00 p.m., Mondays-Thursdays. Field Trips will take place on Thursdays. Classes are limited to 15 participants.
- The Latin Fusion Dance featuring Grupo KN Zavor will be held at Bay Beach Amusement Park Pavilion on Friday, May 12th from 7:00 p.m.-10:00 p.m. Doors will open at 6:30 p.m. The eight-piece Latin Rhythmic Band will play a wide range of music including Salsa, Cumbia, Bachata, and Merengue. Tickets can be purchased now for \$10 each by calling the park office.
- The Summer Playground Program will begin on Tuesday, June 13th at 1:00 p.m. Outside agencies have been scheduled for the Einstein Project, reading enhancement programs, bookmobile, mobile bike repair, wildlife education, etc.
- Facility permits have been issued for Softball, Tennis, Soccer, and Baseball for our sanctioned groups, rentals, and high schools. Recreation staff are working closely with the Green Bay Jazz Orchestra to plan future special events in fall.
- Pickleball 101 classes are now available. Register today.

- Planning is underway for the FIT in the Parks program. Staff are currently seeking fitness instructors and business sponsorships for the 2023 season.

AQUATICS

- A lifeguard training course has been scheduled to begin on May 19th. Currently, there are eight lifeguard candidates enrolled in this course and we can take up to four more.
- Staffing Update:
 - We still need at least 18 lifeguards to open all three facilities this summer.
 - We need about 10 more facility attendants with our main need of 16+ year-olds to help manage our slide duties.
 - Staff attended a job fair at Green Bay West High School on May 2nd and spoke to many interested candidates to work our pool positions.
- Pre-season training and in-services will begin May 29th.
- Swim Lesson registration has opened for all four sessions this summer.
- A new program this summer will be Tot Time at Resch. From 10:00 a.m. – 12:00 p.m. on Tuesdays and Thursdays, the pool will be open to parents with young children and children with sensory concerns. The zero-depth entry, shallow water, sand play and limited concessions will be available during this time. Cost is \$5/child (parent will not be charged admission unless they choose to stay for regular open swim).
- We have increased the number of swim lessons we're offering in the evening at Colburn Pool. Open swim will be 12:00 p.m. – 5:00 p.m. and swim lessons will take place 5:30 p.m. -7:00 p.m. Lap swimming and water walking will be available during swim lessons (staff dependent).

BAY BEACH AMUSEMENT PARK

- Staffing:
 - Interviews will continue as needed, we are fully staffed for both ride operators and concessions.
 - Hands on training sessions are scheduled for May 1 and May 2 for concessions and May 4 and May 5 for ride operators.
- Concessions and shelters:
 - Initial product orders are being delivered.
 - Stocking and organizing of product will be done as product arrives.
 - The gift shop received a needed update. New products are arriving daily.
 - Final menus have been set for the season.
- Rides:
 - NebulaZ placement and planning continues.
 - All inspection and operating documents have been updated for the season.
 - New Bumper Cars will be arriving in May.
 - New Scrambler buckets have arrived and have been installed.
 - Sea Dragon ride is being taken down.
 - The new Bay Beast ride is being redesigned and inspected.

- Signage updates:
 - Map of park has been updated and ordered.
 - Informational sandwich boards have been created.
 - Exit signs will need to be ordered for rides that have handicap access at the exits.
 - Height signs will be checked prior to opening.
 - Parking lot signs.
 - Shelters.
- Parking Lot updates:
 - Needed: Painting lines, holes filled, crosswalk fixed so it can be used by strollers and wheelchairs.
 - Updated: stop signs installed, more handicap parking spots added in the main parking lot.
 - Paid parking and what would need to be changed.

Metro Boat Launch

- The new docks should arrive soon and will be installed shortly after.

Triangle Sports Area

- The snow cannons and snow groomer are currently being quoted out.
- The chalet has been converted over for rentals.
- Disc Golf course has been getting a lot of traffic and positive comments about the improvements on the pads.
- The contractor for the Bike Skills Course will mobilize soon to finish up the project.

WILDLIFE SANCTUARY

- The WLS is set to move to long hours in conjunction with the opening of the Amusement Park. "Summer" hours will be 8:00 a.m. - 7:30 p.m., with the Observation Building closing at 6:30 p.m. BBWLS will remain open seven days a week through this entire season.
- The wood structural supports for the Cougar Exhibit cage have begun to rot at the base and were damaged with the last large snowfall. WPS recently replaced all of the wood posts. Park Carpenters along with a fencing contractor will finish the project up to resecure the cage so that we can put the cougar back on exhibit.
- The Whirligig pond dock was removed by park staff to make room for Leadership Green Bay/FOWLS project. The new donated dock will be easier to maintain and will provide improved access to the dock for students to access during pond study and/or programming.
- The Senior Animal Keeper position is now filled with the new candidate making preparations to join the team later this month. We are excited to be bringing such a strong and capable person onto this busy team and look forward to 'officially' welcoming this person in the coming days.

- The OAK 4K school year is wrapping up with many programs and positive feedback. On April 27th the OAK 4K team held a “Family Planting Day”, inviting other students from local 4K’s and their families as well. Activities such as seed planting, seed ID games, greenhouse tour and showing of the new hydroponic growing system. All but a couple of the 40 families from the AM class were able to attend, making this a very busy event. The Green Bay Conservation Corp assisted greatly in the prep and with working the stations and assisting the kids with planting. The event was also picked up by FOX 11 and a featured news story that evening and next morning.
- Phase 1 of a large Fencing Improvement Project is now complete. This project has made the area behind Observation Building lagoon again secure to better contain some of our ambassador birds, but allowing them to be ‘free’. In addition, new coyote shift(s) were improved, as well as adding a second layer of fencing around the deer yard to protect against CWD as well as other potential zoonotic diseases.
- A busy Program/Field Trip month for our Naturalists is currently underway. In May alone already, there are 68 paid Naturalist led programs scheduled at WLS just during the school week month, with calls coming in almost daily. This does not include the ‘pop-in’ field trips we routinely see this time of year who come and explore the park on their own.
- The Wildlife Sanctuary Summer Animal Series schedule is now finalized, with most beginning on 5/29 (a couple starting in a couple weeks) and running through August 25. All programs are free and will be held rain or shine. An up-to-date schedule will be online and visitors can check the Facebook page for ‘pop-up’ times at our popular “Critter Counter” located in the Observation Building on Saturdays and Sundays.

ADMINISTRATION

- Reservations are open for all our shelter rentals, and we have been busy setting up our customer reservations.
- Annual boat launch passes are now available for purchase in our office.
- 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.
- Junior lifeguard classes are now available for registration.
- Swim lessons are now available for registration.
- The Summer Guide is now completed and has been made available for patrons for all upcoming seasonal information.
- WPRA Milwaukee Zoo tickets are now available for purchase in the Park Administration office.
- Administrative staff are preparing all forms and necessary materials for upcoming programs to include playground program, pools, etc., for the opening of the season.
- The first round of Park Encroachment Letters was sent out to adjacent property owners. A few residents have called with questions.