



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, MAY 1, 2024, 5:00 PM

In person at City Hall, Room 207.

Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/84314784824?pwd=THBkdMwTlk4MG5DV3hhbC9xVDhXdz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 843 1478 4824

Passcode: 278667

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

B. Roll Call.

C. Election

- I. Election of Chair and Vice-Chair of the Parks Committee.

D. Approval of the Agenda.

E. Approval of Minutes.

F. Regular Business.

- I. Consideration with possible action on the donation of new batting cages at East River Optimist Park.
2. Consideration with possible action on the request by the National Railroad Museum to construct an addition to their main building at Cooke Park, which is the site of the National Railroad Museum.
3. Consideration with possible action on the approval of a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on

June 25th, 2024.

4. Consideration with possible action on granting a permanent utility easement at the Bay Beach Wildlife Sanctuary to American Transmission Company LLC for a total cost of \$31,700.
5. Consideration with possible action on the proposed Prairie Habitat Restoration project at He-Nis-Ra Park.
6. Consideration with possible action on the approval of the Wildlife Sanctuary Service Animal Policy and Procedure document.
7. Consideration with possible action on the purchase of (2) Polaris Ranger 570 UTV's from Polaris Sales Inc., for a total cost of \$27,175.30.
8. Consideration with possible action on the purchase of 1 Polaris Ranger XP 1000 with track system from Polaris Sales Inc., for a total cost of \$32,674.08.
9. Consideration with possible action on the purchase of a 180' x 88' ProWall-Ice Rink System for Colburn Park from Sport Resource Group for a total cost of \$63,780.
10. Consideration with possible action on the purchase of (2) Raypak Pool Heaters for the Resch Aquatic Center from PBBS Equipment Corp. for a total cost of \$59,790.

G. Informational.

1. Review of the Bay Beach Amusement Park Ride Ticket Structure for the 2024 season.
2. Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.
3. Next Meeting: May 15, 2024.

H. Adjournment.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.I

Consideration with possible action on the donation of new batting cages at East River Optimist Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PROPOSED BATTING CAGES - Optimist Park
2. Optimist Park Map 3

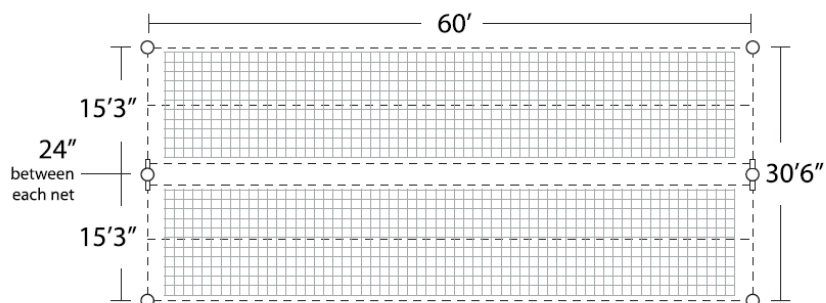
PROPOSED BATTING CAGES – EAST RIVER OPTIMIST PARK



2-WIDE MASTODON BATTING CAGE SYSTEM

14'W x 55'L

----- 3/16" Aircraft Cable



All dimensions are to center of pole. All poles to be set in the ground using 2,500 psi concrete.



East River Optimist Park Proposed Batting Cage Location Map



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.2

Consideration with possible action on the request by the National Railroad Museum to construct an addition to their main building at Cooke Park, which is the site of the National Railroad Museum.

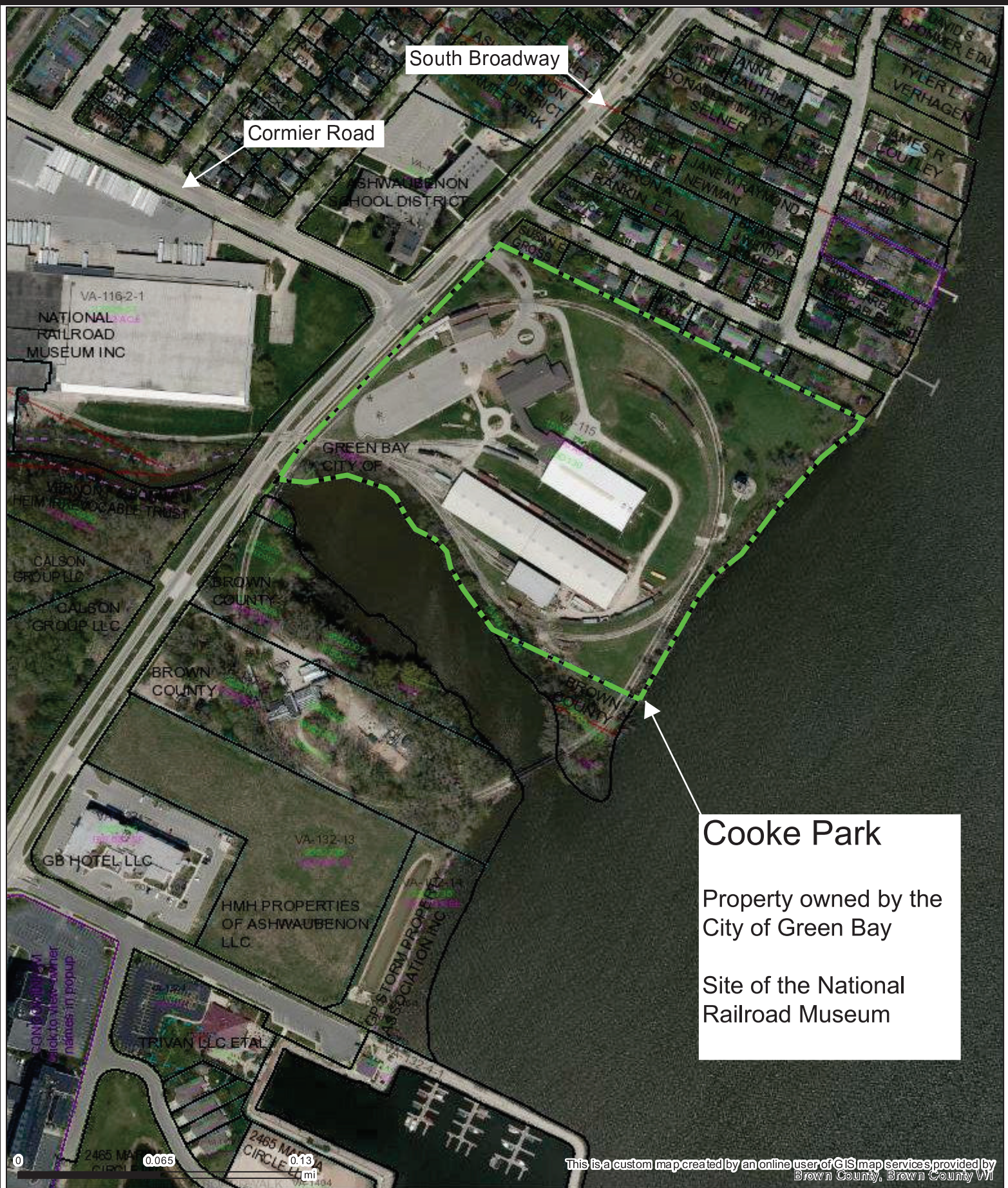
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Railroad Museum Map 1
2. National Railroad Museum - Images



Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

*hooks indicate parcel ownership crosses a line

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

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



(920) 448-6480
www.browncountywi.gov

National Railroad Museum – Proposed Building Addition

Phase I Program:

First Floor:

Display and Event Space: 13,000sf
Womens and Mens Room: 500sf
Kitchen for new event space: 600sf
Storage for Addition: 1050sf
Small Conference Room (20) people: 900sf
Electrical/Mechanical Closet: 350sf

Second Floor:

Mezzanine: 4000sf



National
Railroad
Museum

bernersschuber





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.3

Consideration with possible action on the approval of a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on June 25th, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. SPONSORSHIP.KIDSDAY.4.30

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this 18th day of April, 2024 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, on behalf of its Parks Recreation and Forestry Department (hereinafter "GBPRF") and Children's Hospital and Health System, Inc a Wisconsin Corporation, (hereinafter "CHILDREN'S HOSPITAL"), collectively referred to as the Parties.

RECITALS

WHEREAS, GBPRF has a mission to enrich and strengthen the community by promoting healthy lifestyles, personal development, and community enjoyment through recreational and educational experiences for people of all ages and abilities; and

WHEREAS, GBPRF seeks collaborative relationships with community entities that work to engage youth, families, schools and the greater Green Bay community in activities that improve and promote health and wellness; and

WHEREAS, CHILDREN'S HOSPITAL is dedicated to providing access to the highest quality health care and services to their members living in Wisconsin; and

WHEREAS, CHILDREN'S HOSPITAL wishes to sponsor Green Bay Kids' Day, which will be held at Bay Beach Amusement Park on Tuesday, June 25, 2024.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF CHILDREN'S HOSPITAL

- a. Provide GBPRF with a logo for placement on promotional flyers, event signs and banners.
- b. Contribute a sponsorship investment to GBPRF in the amount of \$20,000.00, which represents a financial commitment of \$10,000.00 to provide free rides at Bay Beach Amusement Park 3:00 p.m.-close, \$1,500 for promotional giveaways, \$1,000 for signage and \$7,500 for entertainment expenses.
- c. Delegate and provide contact person to coordinate with GBPRF in implementing this Agreement. CHILDREN'S HOSPITAL may change its contact person at any time upon written notice to GBPRFD.

2. RESPONSIBILITIES OF GBPRFD

- a. Recognition as a Presenting Sponsor on all event marketing materials, including press releases, promotional flyers, and digital/social advertisements.

- b. Include CHILDREN'S HOSPITAL in public acknowledgment during the event, including mentions in speeches and presentations.
- c. Include CHILDREN'S HOSPITAL'S logo on the event website and inclusion in all promotional materials related to the event.
- d. Include CHILDREN'S HOSPITAL'S logo in all promotional materials associated Green Bay Kids' Day. This includes all print and social media marketing.
- e. Delegate and provide contact person, James Andersen (James.andersen@greenbaywi.gov), to coordinate with CHILDREN'S HOSPITAL in implementing this Agreement.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice by Certified Mail or Registered Mail of such termination.
- c. Upon termination of this Agreement for any reason, GBPRFD shall refund to CHILDREN'S HOSPITAL all prepaid monies which have not been used for the activities set forth in Sections 2.a and 2.b.

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that CHILDREN'S HOSPITAL and GBPRF are at all times acting and performing as an independent contractors, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if personally delivered, sent by registered or certified mail, return receipt requested, or by email or confirmed facsimile to the addresses set forth below or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received: (a) as of the day transmitted by facsimile if receipt has been electronically confirmed; (b) as of the date emailed if receipt has been electronically confirmed or so long as a duplicate copy is contemporaneously provided by another Notice methodology set forth in this Section; (c) as of the date actually delivered if sent by a recognized delivery service that uses delivery tracking processes; and (d) as of the date actually delivered if delivered by personal courier to the office location of the recipient during normal business hours.

If to CHILDREN'S HOSPITAL:

Laura Simpson and Kate Kishline
Children's Community Health Plan, Inc.
9000 W. Wisconsin Avenue
Milwaukee, WI 53226
LSimson@childrenswi.org
KKishline@childrenswi.org

with a copy to:
General Counsel
Children's Community Health Plan, Inc.
9000 W. Wisconsin Avenue
Milwaukee, WI 53226

If to GBPRF:

James Andersen and Ann Moeller
100 North Jefferson St.
Room 510
Green Bay, WI 54304
James.andersen@greenbaywi.gov
Ann.moeller@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by CHILDREN'S HOSPITAL and GBPRF as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

GBPRF represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. GBPRF shall notify CHILDREN'S HOSPITAL of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at CHILDREN'S HOSPITAL's sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other

right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or default caused by conditions beyond the reasonable control of the party whose performance is affected. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. This provision shall not apply where the damages, delay or default could have been avoided by reasonable precautions.

17. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

18. COUNTERPARTS.

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

IN WITNESS WHEREOF, the parties agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

By _____
Celestine Jeffreys, Clerk

Date _____

CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC.

By _____
Korre Johnson

Date _____



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.4

Consideration with possible action on granting a permanent utility easement at the Bay Beach Wildlife Sanctuary to American Transmission Company LLC for a total cost of \$31,700.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Letter - Offer to Purchase Easement - City Town Village County 196
2. Easement - Compensation Summary - Low Voltage-MI (11-19-2020) (1)
3. DAA-DYK0020_Easement - WI - City-Village-Town-County Low Voltage (4-13-2023)



January 30, 2024

Tracking No. 9405 5112 0620 4573 4703 60

City of Green Bay
100 South Jefferson Street
Green Bay, WI 54301

Re: Transmission Line Easement O-15, ATC Tract Id No. DAA-DYK0020

Dear Representative:

American Transmission Company LLC (ATC) recently communicated with you regarding our O-15 project, which is scheduled to have initial construction activities begin this fall. The easement is for the purpose of constructing, maintaining, and operating an overhead transmission line across your property.

Enclosed please find an easement document, in duplicate, and an appraisal that supports our offering price in the amount of \$31,700.00 for the easement ATC will acquire. This amount includes the value of easement rights acquired. The easement area for the O-15 transmission line project affects 9.053 acres of City-owned lands.

After you have had a chance to review these materials, please contact me at **920-660-2509** or **doug.mathys@steigerwaldt.com** to schedule an appointment and to discuss any questions or concerns you may have regarding this project. Thank you for your consideration of this information.

Sincerely,

Doug Mathys

Doug Mathys
ATC Real Estate Contractor



COMPENSATION SUMMARY

ATC File Number: DAA-DYK0020 Line Designation: O-15 Date: 1/30/2024

LANDOWNER INFORMATION:

Owner: City of Green Bay

Address: 100 South Jefferson Street, Green Bay, WI 54301

Phone #: _____

P&P Sheet(s): Page _____ of P&P Dated: _____ Structure(s): _____

Easement Compensation	\$ <u>31,686.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Compensation	\$ <u>31,686.00</u>

ELECTRIC TRANSMISSION LINE EASEMENT

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, City of Green Bay, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current (not to exceed 69kV), together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, under, over and across property owned by the Grantor in the City of Green Bay, County of Brown, State of Wisconsin, described as follows:

Parcels described in the Brown Co. Register of Deeds as Doc. Numbers 714441 and 897592, located in Private Claim's 45 and 46, East Side of the Fox River (E.S.F.R), and a parcel being part of the parcel described in the Brown Co. Register of Deeds, recorded as Doc. No. 934153A, located in Gov. Lot 1 of Section 28, T24N-R21E, all in the City of Green Bay, Brown County, Wisconsin;

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit A, attached hereto and incorporated by reference in this easement document.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect, patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, shrubs, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.
- 6) The right, permission and authority is conveyed to Grantee to use herbicidal chemicals for tree, weed and brush control in the Easement Strip and for Hazard Tree management purposes.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Within the Perpetual Easement Strip, and without first securing the prior written consent of the Grantee, Grantor agrees that they will not:

- 1) Locate any dwelling or mobile home intended for residential occupancy; or
- 2) Construct, install or erect any structures or fixtures, including but not limited to swimming pools; or
- 3) Construct any non-residential type building; or
- 4) Store flammable goods or products; or
- 5) Plant trees or shrubs; or
- 6) Place water, sewer or drainage facilities; or
- 7) Change the grade more than one (1) foot.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

[SIGNATURES AND ACKNOWLEDGEMENT ON PAGE 2]

DAA-DYK0020

Recording Area

Name and Return Address
Steigerwaldt Land Services, Inc.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)
21-426-1, 21-429-1, 21-285

WITNESS the signature(s) of the Grantor this _____ day of _____, 20____.

GRANTOR: City of Green Bay, a municipal corporation

Signature

Printed Name

Title

Signature

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named
_____ as _____, and to the above named
_____ as _____, of the City of Green Bay, to me known to be the person
who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name

Notary Public, State of _____

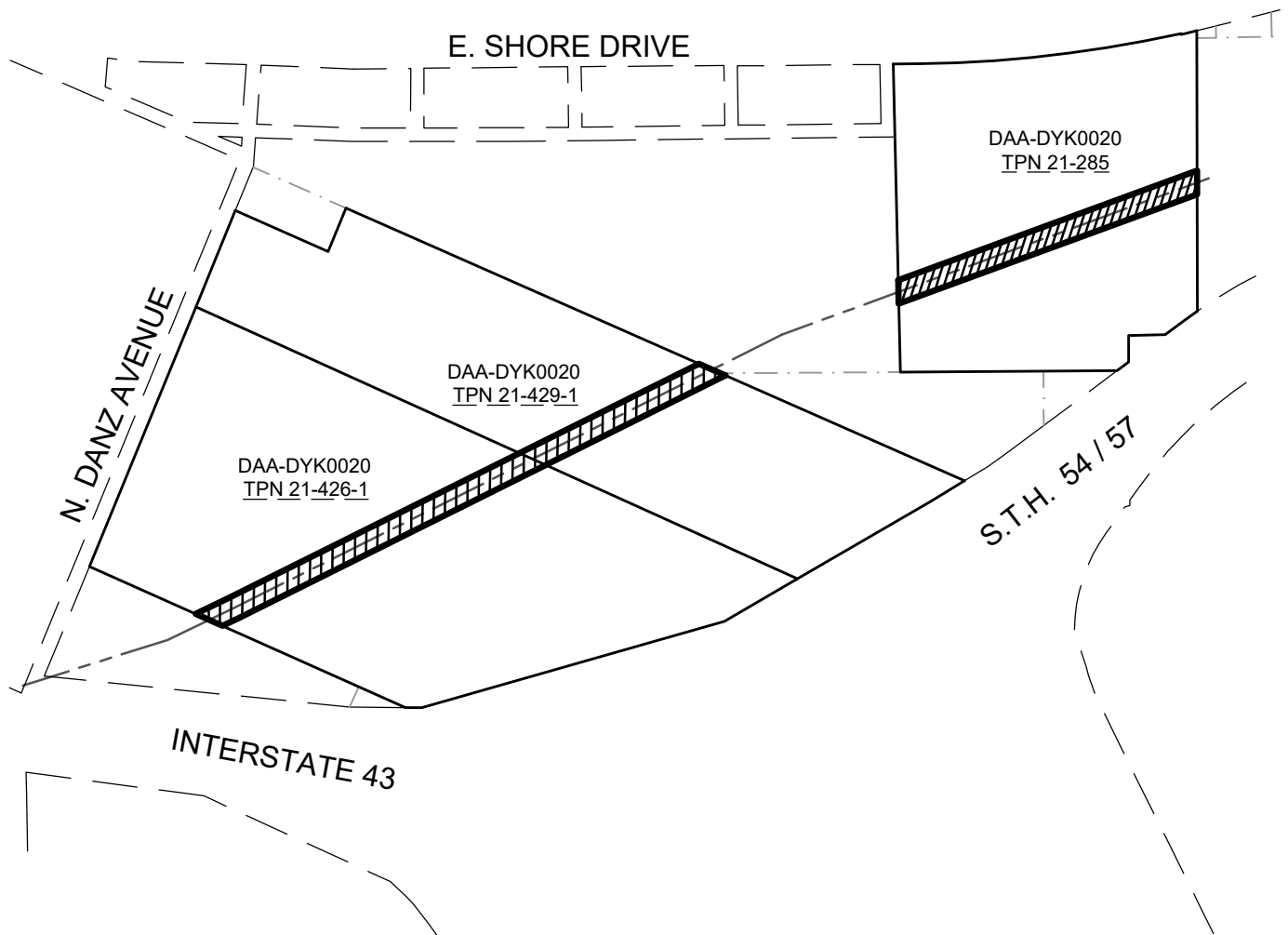
My Commission expires (is) _____

This instrument drafted by Carol Ahles and checked by Jason Saari on behalf of American Transmission Company, PO Box 47,
Waukesha, WI 53187-0047.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

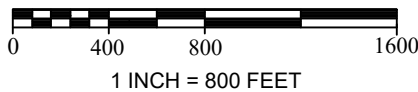
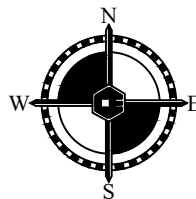
ATC ID: DAA-DYK0020

PARCEL NO'S. 21-426-1, 21-429-1 & 21-285



LEGEND

TPN	TAX PARCEL NUMBER
—	GRANTOR PARCEL LINE
---	PARCEL LINE
---	RIGHT OF WAY LINE
---	TRANSMISSION CENTERLINE



MAP KEY



ATC TRANSMISSION LINE EASEMENT

CITY OF GREEN BAY, BROWN COUNTY

NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



COLEMAN ENGINEERING COMPANY

IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 1 of 5 | DATE: 10/19/23

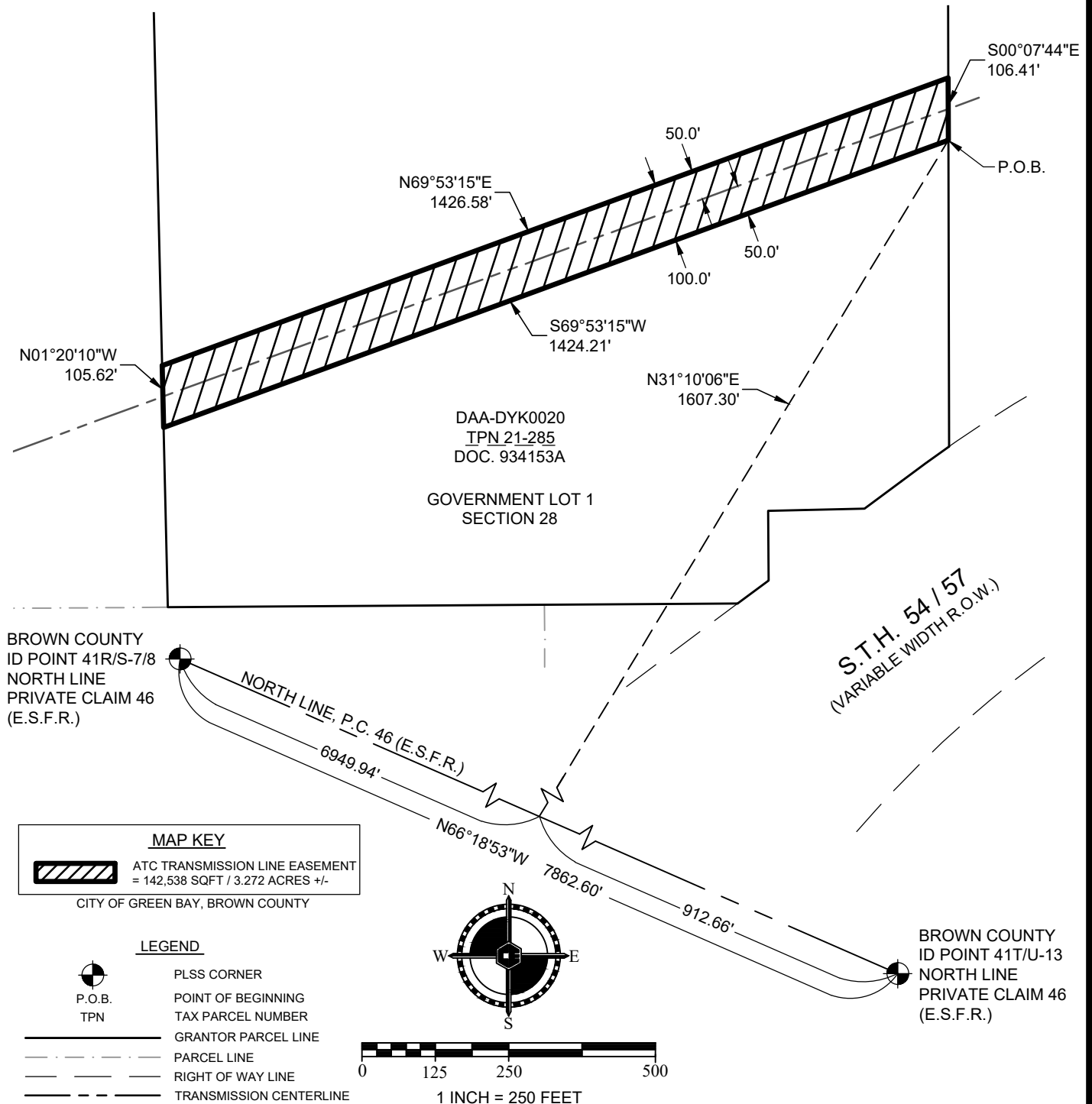
SKETCH SCALE: 1" = 800'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020

PARCEL NO. 21-285



NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT A

Page 2 of 5 | DATE: 10/19/23

SKETCH SCALE: 1" = 250'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020

PARCEL NO. 21-285

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the grantor's premises, being part of the parcel described in the Brown County Register of Deeds, recorded as Document Number 934153A, located in Government Lot 1 of Section 28, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as:

Commencing at the Brown County ID Point 41T/U-13 on the North line of Private Claim 46 (E.S.F.R.); thence N66°18'53"W along the North line of said Private Claim 46 (E.S.F.R.), a distance of 912.66 feet; thence N31°10'06"E, a distance of 1607.30 feet to a point on the East property line of the Grantor parcel, and the POINT OF BEGINNING (P.O.B.).

Thence S69°53'15"W, a distance of 1424.21 feet to a point on the West property line of the Grantor parcel; thence N01°20'10"W along the West property line of the Grantor parcel, a distance of 105.62 feet; thence N69°53'15"E, a distance of 1426.58 feet to a point on the East property line of the Grantor parcel; thence S00°07'44"E along the East property line of the Grantor parcel, a distance of 106.41 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 142,538 sqft / 3.272 acres more or less, and is subject to restrictions, rights-of-way and easements of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE



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EXHIBIT A

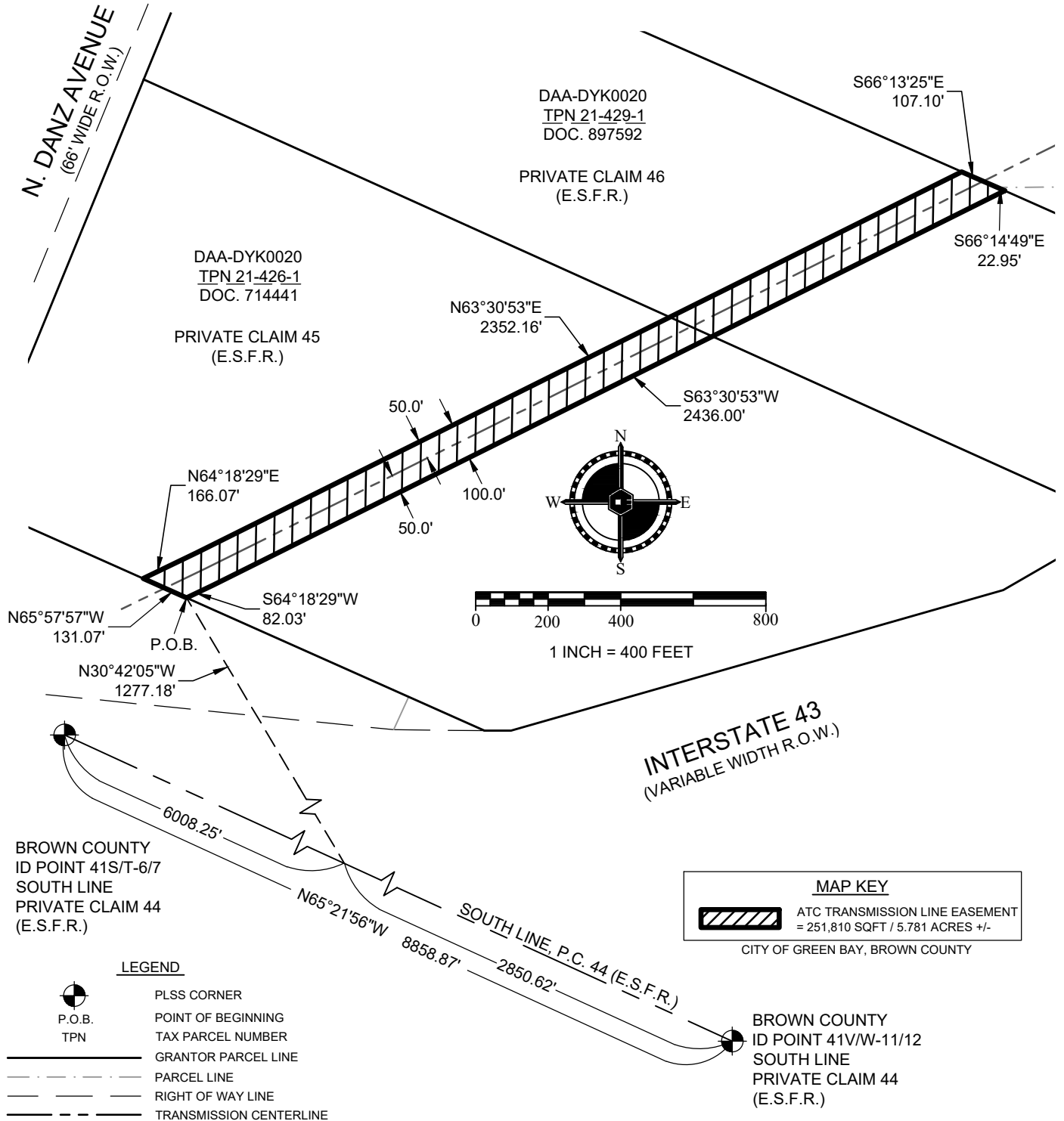
Page 3 of 5 | DATE: 10/19/23

SKETCH SCALE: N/A

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020
PARCEL NO'S. 21-426-1 & 21-429-1



COLEMAN ENGINEERING COMPANY
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EXHIBIT A

Page 4 of 5 | DATE: 10/19/23

SKETCH SCALE: 1" = 400'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020
PARCEL NO'S. 21-426-1 & 21-429-1

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the grantor's premises, being part of the parcels described in the Brown County Register of Deeds, recorded as Document Numbers 714441 and 897592, located in Private Claim's 45 and 46, East Side of the Fox River (E.S.F.R.), City of Green Bay, Brown County, Wisconsin described as:

Commencing at the Brown County ID Point 41V/W-11/12 on the South line of said Private Claim 44 (E.S.F.R.); thence N65°21'56"W along the South line of said Private Claim 44 (E.S.F.R.), a distance of 2850.62 feet; thence N30°42'05"W, a distance of 1277.18 feet to a point on the South property line of the Grantor parcel, and the POINT OF BEGINNING (P.O.B.).

Thence N65°57'57"W along the South property line of the Grantor parcel, a distance of 131.07 feet; thence N64°18'29"E, a distance of 166.07 feet; thence N63°30'53"E, a distance of 2352.16 feet to a point on the North property line of the Grantor parcel; thence S66°13'25"E along the North property line of the Grantor parcel, a distance of 107.10 feet; thence S66°14'49"E along the North property line of the Grantor parcel, a distance of 22.95 feet; thence S63°30'53"W, a distance of 2436.00 feet; thence S64°18'29"W, a distance of 82.03 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 251,812 sqft / 5.781 acres more or less, and is subject to restrictions, rights-of-way and easements of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 5 of 5 | DATE: 10/12/23

SKETCH SCALE: N/A

Job # 210604-B-2



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.5

Consideration with possible action on the proposed Prairie Habitat Restoration project at He-Nis-Ra Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. He-Nis-Ra Map 3
2. He-Nis-Ra Restoration Project



WEST POINT ROAD

SOUTH POINT ROAD

OAKWOOD DRIVE

PROPOSED PRAIRIE HABITAT RESTORATION AREA

HE-NIS-RA PARK

HE-NIS-RA PARK PROPOSED PRAIRIE HABITAT RESTORATION PROJECT

He-Nis-Ra Park – Proposed Habitat Restoration Project

Introduction

He-Nis-Ra Park, spanning a total of 89 acres¹, was officially named in December of 1965 by the Board of Park Commissioners after a recommendation to turn the area into a park was adopted. This was later approved by the Improvement and Service Committee and City Council. The area was turned over to the Park Department in 1967.² He-Nis-Ra Park contains an open area, known as “the bowl,” and surrounded by a thick wooded environment. The bowl is around 5.6 acres in the center of the park with access from South Point Road. The bowl is the former site of the southwest yard waste site and is a popular walking loop for residents. The area is a perfect spot to view local wildlife and immerse yourself in a natural setting. The trails in the wooded areas also are perfect for hiking and in the wintertime are a hotspot for winter biking, skiing, and snowshoeing.

In recent years, the bowl has lost its biological diversity and become overrun with invasive plant species. **The project intends to restore the bowl to a native prairie setting to promote the biological diversity of plants and animals.** These restoration efforts will improve the value of the habitat and provide a more enjoyable experience for visitors to the park. There will be an improved opportunity to view undisturbed wildlife in a more visually-appealing setting. The project will focus on the following species and the habitats they require:

Flora and Fauna of Concern:

The area has recently been identified as right on the fringe of a high-potential zone for rusty patched bumblebees (*Bombus affinis*), as it buffers areas with confirmed occurrences. In hopes of helping to re-introduce them into the area and increase their population, we'll be running surveys and planting native flowering species known for supporting them in already existing habitats in the Midwest. The contiguous forested corridor adjacent to the area reinforces the park's potential to support rusty patched bumblebees, as the bees rely on these cover types for overwintering, nesting, and early spring foraging. These habitat improvements will also remove invasive species and create a more sustainable environment for species currently living in the park. Rusty patched bumblebees have been confirmed present in Brown County, and with their declining population it would make sense to create a pollinator corridor to aid in their re-population of the city. The pollination services provided by native insects, especially bees, are estimated to be at \$3 billion per year in the United States. In Wisconsin, commercially grown pollinator-dependent crops create over \$55 million in annual production, so we're quite dependent on native pollinators to run our agricultural industry and feed our present population. In our conservation efforts we will be observing their presence and planting native flowering species to support them³, as being able to confirm a population is present and then provide a habitat and sustainable foraging source is key to conserving them.

¹ <https://greenbaywi.gov/DocumentCenter/View/1280/Parks-and-Recreation-PDF>

²

<https://parchive.pivotrock.net/henisra/history.html#:~:text=He%2DNis%2DRa%20Park&text=The%20Board%20of%20Park%20Commissioners,the%20Park%20Department%20in%201967.>

³ <https://dnr.wisconsin.gov/sites/default/files/topic/EndangeredResources/bullyforbees.pdf>

Although now a species of low conservation concern, the eastern bluebird population in North America once fell significantly in the early 20th century. This was due to the introduction of invasive species like house sparrows, European starlings, and rapid habitat loss. In an effort to promote public awareness about the conservation of bluebirds and their significance in our local ecosystem, we will be putting up four nest boxes, feeding perches and educational signage detailing important facts about the species around the park.

Red-headed woodpeckers are considered near threatened and are currently listed as a Watch List Species for the U.S and Canada, due to steep population declines. Loss of open woodland habitat from fire suppression, forest succession and species introduction into existing habitats have all caused a cumulative decline of more than 60% between 1970 and 2014.⁴ We are going to strictly manage snags, dead branches, and the understory of the wooded area surrounding the bowl for foraging. We will also consider installing artificial snags for nesting, if needed.

Background

Historically, the bowl was a wooded marshland (Picture A). The area was cleared to create the southwest yard waste site (Picture B). Around 2005 the yard waste site was closed, with the area being graded and seeded to create an open-park setting with the walking loop. In recent years, the bowl has lost its biological diversity and become overrun with highly invasive species (Picture C). Species we've confirmed present at the site include; phragmites (*Phragmites australis* subsp. *australis*), Japanese barberry (*Berberis thunbergii*), reed canary grass (*Phalaris arundinacea*), yellow toadflax (*Linaria vulgaris*), and garlic mustard (*Alliaria petiolata*). Invasives like these can alter the food web in an ecosystem by outcompeting native species, as well as permanently altering the abundance of certain species and biodiversity in the area. There are some native species we observed as well, though few and far between, including boxelder maples (*Acer negundo*), staghorn sumac (*Rhus typhina*), ragweed (*Ambrosia*), Canada goldenrod (*Solidago canadensis*) and wild mint (*Mentha arvensis*)

Through site assessments, we have determined that the soil of this open area would support a native prairie or meadow setting once commonly found throughout pre-settlement Wisconsin. The project would reflect others throughout the city, including the oak savannah at the Mackenzie stormwater pond on the East side. This project will promote community partnership through collaboration with residents and partners who have a vested interest in the park.

⁴ <https://www.audubon.org/news/the-red-headed-woodpecker-doesnt-make-sense#:~:text=On%20a%20local%20level%2C%20population,percent%20between%201970%20and%202014.>



Picture A (1960)



Picture B (1978)



Picture C (2020)

Implementation

We intend to clear the bowl and surrounding area of invasives through the usage of mowing, tilling, and targeted herbicide treatments if necessary. Afterward, we're looking to re-create a native meadow setting, so we'll seed in native prairie and meadow species commonly found in similar pre-existing habitats in Wisconsin. In order to provide an educational experience for the public and encourage a deeper appreciation and respect for the park, we would like to install informational signs around the bowl area explaining present species and how to properly respect their habitat. We are looking to collaborate with several local civic groups to implement the project, including the Green Bay Conservation Corps, Green Bay Botanical Gardens, The King of Arms Neighborhood Association, Lombardi Middle School, and Bird City WI.

Our projected timeline currently shows us beginning implementation in May of this year, where we will be doing the first wave of clearing invasives from the bowl. Through the summer we will continue to inspect for the presence of undesirable invasives and perform control measures as needed. If left unchecked these plant species could become future issues as competition for our introduced meadow species.

With most of the species we're planting being flowering forbs, we are looking into partnerships with UWGB and GBBG to assess and make the site a pollinator corridor area. Plant species we are planning to restore after clearing the bowl will include but are not limited to: compass plants (*Silphium laciniatum*), prairie milkweed (*Asclepias sullivantii*), prairie bush-clover (*Lespedeza leptostachya*), and small-flowered false foxglove (*Agalinis paupercula*), as well as scattered swamp white and bur oak.⁵ By implementing the project, we will be supporting native species of plants within the park and promote bird populations in

⁵ <https://www.fws.gov/sites/default/files/documents/PlantListRPBBJune2017.pdf>

and surrounding the park. Restoring habitat that supports insect populations will promote the establishment of plant communities and provide a food source for birds.

For invasive species control, we will implement goat and sheep grazing to eradicate the invasives in the bowl. Using grazing techniques for reducing weeds and invasives is a progressive alternative to using herbicides or mechanical means that can disturb the soil. Grazing on this project would be an ideal location to promote this method to the public. Neighbors and the schools located around the park can see first hand how this method works and gain understanding of the benefits of grazing over chemical and mechanical methods. Invasive species can be difficult to control, a variety of methods and repeat applications may be necessary to keep good control and promote desired species. After 2 grazings the area will be evaluated for the need of a third grazing or if selective spot treatments of herbicides may be warranted.

The first grazing will be in late May of this year, and will last 2-3 weeks, extending time as needed. The second grazing will be in September, as a means of pre-winter control. This will dwindle their abundance and take away energy necessary for surviving the winter months. Due to the existing vegetation, a combination of sheep and goats will be used. Sheep prefer grasses while goats will consume woodier vegetation types.

We plan to graze 15-20' perimeter of woods to provide shade for animals and to control invasive growth on edge. To ensure the safety of the goats, as they'll be onsite 24/7, electrified fencing and collars will be used to contain goats, and discourage animals and dog walkers from frightening or harming them. Dogs are the biggest threat to the goats, so dog walkers will be required to use a leash at all times in the park, and will be asked to avoid walking around where the livestock are at the time. The goats will also be moved around the bowl in sections to provide for better consumption of all vegetation.

Locations for two clusters of bluebird nest boxes will be identified and installed. Two nest boxes will be placed within ten feet of one another, each pair of boxes will be about 100 yards apart. Artificial perches in the interior of the open area could be installed to help with feeding. In the fall of this year we will till the soil, seed in our native meadow species, and plant oak trees.

Our projected timeline predicts that we'll be finishing the project and opening the final product to the public in the fall of 2025, the 60th anniversary of the park!

Field Work

Spring 2024:

- Assess the presence and abundance of bluebirds and red-headed woodpeckers in the bowl and surrounding area. We will do this using pre-recorded bird calls.
- Set up bluebird boxes in bowl area
- Site assessment for the presence of dead snags and cavities
- Identify invasive plant species in the bowl
- First goat grazing 2-3 weeks (last week of May, when vegetation is at 6-8" height)

Summer 2024:

- Assessment of the plant composition of the bowl. We'll be considering both invasive and native species
- Assess the success of our bluebird boxes and clean them out
- Survey the presence of red-headed woodpeckers in the bowl and surrounding wooded area using pre-recorded bird calls
- Controlled mowing and goats deployed to cut back on invasives
- Observe presence and abundance of rusty patched bumblebees⁶

Fall 2024:

- Conduct a pre-planting assessment of the bowl, observing both the presence of invasives after the use of control measures and the soil quality.
- Goats deployed for pre-winter control of invasives (September) Seeding the day before the graze starts will allow goats to stomp the seeds into the ground
- Seed in native prairie species
- Fall graze and seeding event could be called Seed Stomp '24

Spring 2025:

- Survey the presence and abundance of bluebirds and red-headed woodpeckers
- Site assessment for used dead snags and cavities
- Identify and cut down invasives re-sprouting in the bowl
- Deployment of goats + usage of controlled mowing, if necessary (late May)
- Assessment of the germination success of prairie seeds from our fall planting
- Tree planting + potential arbor day planting with Lombardi Middle School
- Observe presence and abundance of rusty patched bumblebees
- Observe presence of monarch butterflies and success of milkweed planting
- Interseeding (can continue into summer and fall if needed)

Seeding information

- US Fish and Wildlife Service (USFWS) and Green Bay Conservation Corps (GBCC) will provide prairie plants/seed to be used on site.
- Goat grazing will open the soil surface to allow for good seed/soil contact. Grazers also help press the seed into the soil as they move about and provide natural fertilizer to the site.
- Sod thickness maybe a concern - we will evaluate this after grazing to see if mechanical tilling is necessary.
- GBCC, Lombardi MS students, or Green Bay high school FFA members could be included in the seeding efforts
- Vegetation reduction will be needed in the third year. Typically, this is achieved with fire, but grazing could also be considered if fire is not allowed on the site

Aftercare Maintenance⁷

First Year Management:

- Control invasives by regular mowing to a height of 4 to 6 inches and goats as needed
- Do not allow invasive to flower or seed out

⁶ https://www.fws.gov/sites/default/files/documents/Survey_Protocols_RPBB_12April2019.pdf

⁷ <https://extension.umn.edu/planting-and-growing-guides/planting-and-maintaining-prairie-garden#care-after-planting--1644215>

- Do not pull invasives out by hand - This could disturb new prairie plants and spread seeds
- At the beginning of the second season, evaluate the number and abundance of invasives present. If necessary, mow and use goats to keep the field at a height of 4 to 6 inches

Long-term maintenance:

- After the prairie has been established for 2-3 years, the use of controlled burning could be used (Would have to be done in April or early May)
- Mow / use goats once a year after prairie seeds have fallen in early spring
- Remove clippings of invasives to expose crowns of new prairie seedlings

Funding

The popularity of this project has been demonstrated by partnerships and the willingness to provide material and or services at no or reduced costs. Labor costs will be covered through in house city staff, GBCC members or volunteer time.

- Glorious Goat Ranch has agreed to offer their services at a reduced rate.
- FWS, GBCC and Green Bay Botanical Gardens are contributing seed and plant material.
- A private party has built and provided the bluebird nest boxes.
- Oak trees will be supplied by Green Bay Forestry.
- Estimated project costs both in-kind and actual monetary are yet to be determined but all expenses except for educational signage have been accounted for and projected to be ~\$25,000.00.

Public Education

A major component of this project is to provide a learning lab environment for students and the public to come observe, learn and appreciate the benefits of habitat restoration. We plan to install educational signage that will explain the process and end result long after the project is completed. We also plan to get local elementary, middle and high school classes involved through Arbor Day tree plantings and other facets of the project. These hands-on opportunities for learning can create long lasting memories that will carry through students' lives and experiences. We hope to also use the project for teaching the public about proper tree care, improvement of the park, and the importance of wildlife and diverse habitat can have in our daily lives.

Public Relations

- All parties have contacts with the media - all groups will work together to get great exposure for the project.
- All parties are excited for the opportunity to work together and learn more from each other and how these methods can be used in the future
- Hoping to include students from Lombardi MS, SW high and West high
- Working with the NHAs in the area will help with support, create awareness and be a great civic outreach. "Party goats" could be provided for up close/petting opportunities with locals

- GBCC could help with publicizing the events, provide workshops and maybe design merch to be sold for proceeds to offset costs
- GGR is willing to reduce commercial costs (\$1,500.00 /acre/graze)
- We will reach out to local tv channels for PR opportunities. This will help to educate the public on what we are doing and how to be respectful of our efforts around the park
- There may be a need to have GB animal control onsite initially to help with education efforts to keep dogs on a leash or use alternate trails if dogs become aggressive towards goats and sheep.
- Some trail entrances may need to be closed for a day or two at a time, signage and trail reroutes can be setup for the public
- A live stream camera setup was brought up for folks who may not be able to get out and watch the livestock. This could also be useful in deterring vandalism or harassment of the sheep and goats
- USFWS may have funding available for educational signage
- Additional funding options need to be pursued to help cover grazing costs and signage
- Another potential partner could be UWGB Ornithology club to conduct bird surveys



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.6

Consideration with possible action on the approval of the Wildlife Sanctuary Service Animal Policy and Procedure document.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WLS Service Animal Policy & Procedure 2024-Final-Draft



CITY OF GREEN BAY PARKS POLICY

Policy Title Wildlife Sanctuary Service Animal Policy and Procedure	Last Revised 4/26/2024
Policy Source Parks, Recreation & Forestry Dept.	Legal Review Date 4/25/2024
Parks Committee Approval	City Council Approval

PURPOSE:

The City of Green Bay's Bay Beach Wildlife Sanctuary welcomes patrons of all abilities. WLS staff seeks to provide reasonable, comfortable, and safe accommodation for service animals and personal assistance to their owners who visit sanctuary grounds.

- BBWLS understands that service animals may be well trained, however their presence can present several different potential hazards to some of the captive and wild animals on-site. Prey species can react suddenly and explosively to the presence of a perceived threat which can result in serious injury and stress. Predator species can become agitated or excited by the presence of an unfamiliar service animal and may inflict injury on itself and/or its cage mates.

Due to the operational nature of the wildlife sanctuary, WLS staff must safeguard the health, mental stresses, and over-all well-being of the Sanctuary's on-site captive animals, and the wildlife that call the sanctuary home, while respecting the needs and feelings of our patrons that utilize service animals.

POLICY:

All service animals are prohibited from accessing any area of the Bay Beach Wildlife Sanctuary without staff authorization.

- This includes the Nature Center, Observation Building, Woodland Building, parking lots and all sanctuary trails. Although service animals may be well trained, they can present potential hazards to WLS captive animals as well as park wildlife.

POLICY DETAILS:

Members of the public who utilize trained service animals that want to visit the facilities, either by themselves with their service animal, or with their service animal and families, may contact

our Nature Center Office at (920) 391-3671 to schedule a time for staff to accompany these patron(s) and their service animal during their visit. In some instances, staff may provide the patron with a map and/or give detailed areas where they may be allowed to safely enter with these animals. This allows for the full staff to coordinate and ensure the safety of the animals and public, while welcoming guests of all abilities. Service Animals may still be observed by staff at a distance to ensure safe park operation(s).

- Times are flexible and WLS staff is happy to assist these patrons as their schedule allows. Non-scheduled (drop ins) visits may NOT be able to be accommodated, and it is recommended to schedule ahead of time.
- **NOTE:** Per the ADA: Companion and emotional support animals (ESA's) are **NOT** considered service animals. For the safety of all on-site captive animals, as well as the native wildlife throughout the grounds, **Companion and Emotional Support Animals are NOT allowed on Bay Beach Wildlife Sanctuary grounds.**

NOTES ON: Service Animal(s) – applies to trained service animals during approved visit:

- The Sanctuary "Service Animal" Policy applies to all animals (pets) - not just the utilization of canine(s). All pets, regardless of species, are prohibited from any area of the sanctuary.
- Companion and Emotional Support Animals are **NOT** Service Animals (per ADA)
- Approved Service Animals that display any signs of aggression or predatory behavior towards any WLS staff, visitors, or animals (both captive and wild) will be asked to leave the park.
- A Service Animal that presents any clinical signs of illness or disease will be restricted from the premises. Conditions include (but are not limited to): any coughing or respiratory issues, any eye or nasal discharge, and vomiting or signs of diarrhea. WLS staff has the discretion to make this call for any service animal onsite.
- Service Animals may not come into direct contact with **ANY** captive or wild animal onsite. Service animals must be leashed at all times and may not enter areas where direct contact is likely. This is to guard both the service animal and sanctuary animals against any potential disease or parasite transmission or injury.

For any questions on this policy please reach out to:

Park Superintendent - Steve Lakatos – Steve.Lakatos@greenbaywi.gov – 920.391.3675
(FOR QUESTIONS ON POLICY ONLY, NOT TO SCHEDULE A VISIT.)

Please visit www.ADA.gov for more information on Service Animals versus Emotional Support Animals:

SERVICE ANIMAL – ADA Definition: SERVICE ANIMALS ARE DEFINED AS DOGS THAT ARE INDIVIDUALLY TRAINED TO DO WORK OR PERFORM TASKS FOR PEOPLE WITH DISABILITIES.

- Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets.

The work or task a dog has been trained to provide must be directly related to the person's disability.

- **Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.**

EMOTIONAL SUPPORT & COMFORT ANIMALS – ADA Definition: ESA & CA ARE TERMS USED TO DESCRIBE ANIMALS THAT PROVIDE COMFORT JUST BY BEING WITH A PERSON.

- Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.

PROCEDURE/PROTOCOL for WLS Staff – (updated 1/22/24):

The following is the recommended procedure (as of Jan. 2024) for WLS Staff members to follow if an individual enters the park with any animal, or they encounter an individual within park boundaries already with an animal whether in a building, on trails, near an exhibit and in the parking lots, including inside of vehicles.

- When observed, WLS staff will radio all available Admin (on Operations channel) and let them know of the situation and location where animal was seen/located. An Admin staff member will greet the individual and provide the patron in question with a copy of the WLS Service Animal Policy and Procedures. Admin staff will explain the policy to the individual as needed.
- Individual will be asked to visit or contact the Nature Center office and see if an Admin is available to accompany them on their visit. Admin staff may NOT be available on demand and the patron is asked to schedule something with our staff so we can accommodate their visit. Depending on the request, trained staff may accompany/follow the service animal for the duration of the visit. Areas of concern and potential areas to avoid will be identified and shared with the service animal handler on a case-by-case basis.
- WLS Staff will do all they can to provide these services but will also consider individual risks to specific animals based on current season(s) and/or natural history. Examples potentially include whether the animal has young, if it's migration, mating, or nesting season. Certain areas of WLS will **NOT** be accessible to individuals with service animals. This is up to the discretion of the Curator of Animals and Park Superintendent.
- When an approved visit is taking place, all staff will be notified and instructed to be observant of the animals in their areas of care for any negative impacts their presence may cause. Staff will immediately notify the supervisor of any necessary observations.
- If an individual refuses to head to the Nature Center to coordinate and/or call ahead to schedule or refuses to leave the grounds – do not engage and inform a park admin.
- **Keep yourself safe!** If the situation warrants it, or escalates, Police should be called immediately and WLS staff will attempt to keep subject in our sight and do what we can to safely assist the PD.

The team at WLS is committed to sharing the joys of nature with everyone and will do everything within our means to accommodate all people who would like to visit our park. Alternative times/plans and/or assistance may be provided to those individuals who utilize a Service Animal, however if the individual is unwilling to accept the offered reasonable alternative plan(s), the individual will not be able to visit WLS with the Service Animal.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.7

Consideration with possible action on the purchase of (2) Polaris Ranger 570 UTV's from Polaris Sales Inc., for a total cost of \$27,175.30.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUO-56358-C8Q2S5



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: TROY VAN HANDEL
Email: Troy.VanHandel@greenbaywi.gov
Phone: 9204483049
Fax:

Bill To: City of Green Bay
101 N Jefferson St

Green Bay, WI 54301

Ship To: City of Green Bay
101 N Jefferson St

Green Bay, WI 54301

Quote Number: QUO-56358-C8Q2S5
Revision #: 0
Date: 4/3/2024 8:10 AM
Quote Expires: 5/3/2024

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24CCA57A1	2	RANGER 570 Full-Size Sport - Sagebrush Green - 49 State	\$12,499.00	\$12,618.75	\$25,237.50
2879489	2	570 Full-Size Hard Coat Poly Windshield	\$549.99	\$471.02	\$942.04
2877946	2	570 Full-Size 3-Seat Poly Roof (does not work with Canvas Doors)	\$449.99	\$385.38	\$770.76

Comments:

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	\$26,950.30
INSTALL*	\$225.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$27,175.30

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.8

Consideration with possible action on the purchase of 1 Polaris Ranger XP 1000 with track system from Polaris Sales Inc., for a total cost of \$32,674.08.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUO-56728-L8Q3K7



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: Troy Van Handel

Email: troy.vanhandel@greenbaywi.gov

Phone: 9205408332

Fax:

Bill To: City of Green Bay
100 N Jefferson St

Green Bay, WI 54301

Ship To: City of Green Bay
100 N Jefferson St

Green Bay, WI 54301

Quote Number: QUO-56728-L8Q3K7

Revision #: 0

Date: 4/12/2024 3:40 PM

Quote Expires: 5/12/2024

Contract Name: Polaris Direct

Contract #:

Expiration Date:

Cage: 3FP69

Duns#: 123399383

Tax ID#: 41-1921490

Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R25RRU99AL	1	RANGER XP 1000 Northstar Edition Premium - Onyx Black - 49 State	\$27,999.00	\$26,517.99	\$26,517.99
2889425	1	Full-Size Prospector Track Mount Kit	\$569.99	\$488.15	\$488.15
2890034	1	Full-Size Prospector Pro 2.0 Track System	\$5,829.99	\$4,992.94	\$4,992.94

Comments: Ship RANGER on stock tires with tracks preset and ready for immediate use Vehicle model year and color are subject to change dependent upon delivery date.	SUBTOTAL	\$31,999.08
	INSTALL*	\$675.00
	FREIGHT	\$0.00
	TAX	\$0.00
	TOTAL	\$32,674.08

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.9

Consideration with possible action on the purchase of a 180' x 88' ProWall-Ice Rink System for Colburn Park from Sport Resource Group for a total cost of \$63,780.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SRG ProWall ICE Quote - City of Green Bay (WI) vers 2.0
2. No Substitution Approval Form - Ice Rink System I Signed
3. ProWall 180 ft x 88 ft Drawing Green Bay (WI) Vers 1.0
4. SRG ProWall Sole Source Letter



Your Resource For Sports

February 16, 2024

QUOTATION

Andy Krzewina
City: Green Bay
State: Wisconsin
Phone: 920-448-3376
Email: Andy.krzewina@greenbaywi.gov

Dear Andy,

Thank you for your interest in Sport Resource Group and for the opportunity to submit a quote for your **ProWall-ICE® Rink System**. The rink is proposed to be **one stand-alone rink**, measuring 180'-0" x 88'-0" (inside playing dimensions) with 20 ft Rounded Radius Corners. This project is to be an **outdoor rink** with **PORTABLE anchoring** and will be used for outdoor ice hockey and more.

PROWALL PRODUCT

- All panels are 42" high and 8" wide. (Due to minimal expansion and contraction of medium density polyethylene, all sizes are approximate) + 1/2" "kickplate".
- All panels are rotationally molded of UV stabilized polyethylene – **Natural Color unless specified below**
- All panels are securely joined with our patented "No Tool" assembly

ITEM 1 – PROWALL ICE @ 180'-0" x 88'-0" – 20' ROUNDED RADIUS CORNER: RINK MATERIALS INCLUDE:

- 35 each 8' Straight Panels
- 35 each 2' Portable Bracing Panels
- 16 each 20' Radius Corner Panels (4 per corner)
- 2 each 8' Door Panels (Door panels include a 36" door and 8" stepover) – free/no charge
- 1 Male and 1 Female Term Panel (+\$200)
- (10' opening for equipment to enter and exit the rink)

STAND-ALONE SYSTEM TO SUPPLY ONLY	\$ 63,320.00 US FUNDS
LESS REFERRAL BONUS	-\$ (4,208.00 US FUNDS)
FREIGHT	\$ 1,500.00 US FUNDS
TOTAL	\$ 60,612.00 US FUNDS

_____ Accept _____ Decline

ITEM 2 - UPPER CONTAINMENT NETTING (GOAL SIDES ONLY)

- 88 feet on each end
- Total of 176 linear feet
- Posts (steel or pvc posts TBD), netting clips, screws, netting, and all other required hardware to install the netting above the ProWall panels.
- Netting is 6.5' high (with ProWall that will create a total of 10' total containment)

_____ Accept _____ Decline \$ 3,168.00 US FUNDS



Your Resource For Sports

Notes:

- Price above is supply only; installation NOT included
- All concrete or asphalt work to be done by others (if applicable)

ITEMS NOT INCLUDED IN BASE BID

- Goal frames for any sports (unless option accepted above)
- Unloading of truck
- Permit fees (if applicable)
- All taxes
- Installation or supervision of installation

FOB: Minneapolis, MN

Lead time 6-8 weeks + shipping

Delivery: desired delivery date _____

Payment Terms: _____ 50% Down Payment; 50% Prior To Shipping

_____ Full prepayment; deduct 2.0% from total

Shipping Address: _____

Company/Organization Name: _____

Sincerely,

Branden Carlson

Branden Carlson
Project Manager
Sport Resource Group

Agreed to and Accepted:

Sign Name

Print Name

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

TO : Purchasing Division/Administrative Services

DATE: 04/26/24

FROM: Department/Division Parks, Recreation & Forestry Department

REQUISITION #

List "No Substitute" Item(s) here:

SRG ProWall - Rink System

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$63,780
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
- Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

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

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

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

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

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

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

The SRG PROWALL-Rink System is the only portable hockey board system that will achieve our need for a portable hockey board system at Colburn Park. The existing wooden permanent hockey boards at Colburn Park are in need of replacement. Replacing the existing wooden boards with the Prowall-System will allow that area of the park to be more functional in the non skating season. Giving more space for the growing number attendees during the baseball season for viewing the baseball games and not having wooden boards being a visual hindrance for attendees. The Prowall-System is also a easy system for our staff to setup before the winter season and take down in the spring. The system is also relatively maintenance free since the boards are made of polyethylene rather than wood which needs board replacement, painting, and leveling on a yearly replacement, resulting in helping save money over the life of the pro-wall system.

Approvals:

Requestor: _____

Date: _____

Department Head: Daniel Ditscheit

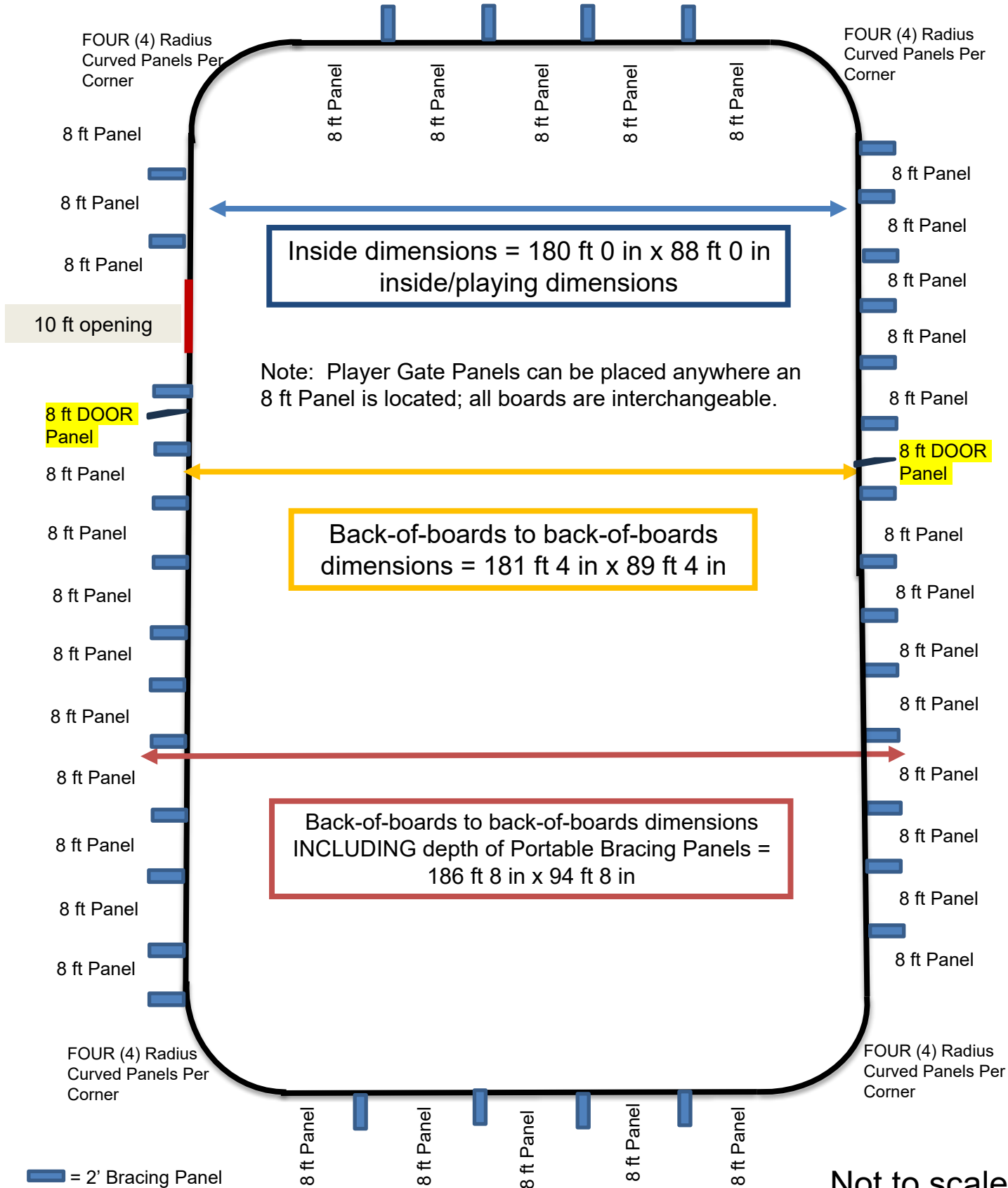
Date: 4/26/2024

Purchasing Manager: Thomas J. Walenski

Date: 04-26-2024

City of Green Bay ProWall-ICE (WI)

February 16, 2024



Not to scale



SportResourceGroup

Your Resource For Sports!

March 20, 2024

Thomas J. Walenski
Procurement Manager

City of Green Bay

Purchasing Department

Phone: 920.448.3048

Email: thomas.walenski@greenbaywi.gov

Dear Thomas,

Sport Resource Group is the sole producer and manufacturer of the **ProWall® Rink System**. ProWall, manufactured in Minneapolis, MN, is a patented rotationally-molded dasherboard system. U.S. Patent No. 7,849,653 B2 is attached.

The following features are unique only to ProWall, are the basis for its patent and are why Sport Resource Group is the sole source for this product:

- Unique, no-tool design – 2-5/8" male connecting mechanisms (two per panel – one upper and one lower) connect to adjacent panel's female locks. Therefore, there are no connecting dowel to break or get lost
- Portable Bracing Panels (when necessary for installation) are molded as one piece for maximum stability
- Kissoffs – (where the front of the panel connects with the back) –
 - 50 total
 - Staggered for additional strength,
 - Size: rectangular and 3" x 3/8"
- 1/2" x 8" "kickplate" bumped out creating large advertising space
- Three anchoring systems – portable, permanent (steel posts into ground) and semi-permanent (5/8" anchor bolts w/ anchor plates)
- Interlocking features on the back of each panel for storage and transport stacking
- Top channel to accommodate chainlink fencing, netting, or acrylic is 1-3/4" deep
- 2.5" x 5" customer insert available on top of straight panels
- 2' panel allows for additional custom sizing
- 8" gate stepover/threshold
- Gates can accommodate upper containment netting or acrylic
- Left-swing and right-swing gates (can be switched by end user on site)

Should you have any further questions, please contact us at 612-584-3030.

Yours truly,

Chris Guertin

Chris Guertin

President/Owner

6885 Washington Ave. S; Edina, MN 55439
phone (612.584.3030) fax (612.395.5533) email (info@sportresourcegroup.com)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # F.10

Consideration with possible action on the purchase of (2) Raypak Pool Heaters for the Resch Aquatic Center from PBBS Equipment Corp. for a total cost of \$59,790.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-15 Bid Summary
2. PBBS Equipment Corp Bid Document

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-15 Pool Hearter Replacement Resch Center
ISSUED: 4/2/2024 DUE: 4/23/2024
CC: 65000, 93100, 98800

	VENDOR #1	
	PBBS Equipment Corp.	
DESCRIPTION	EA PRICE	TOTAL
Natural Gas Pool Heater(s)	\$ 29,895.00	\$ 59,790.00
2024 Raypak Model MVB-P-2004A		
Total Amount:	\$59,790.00	
Lead Time:	6-8 Weeks	



PROPOSAL



PBBS Equipment Corporation
2283 Sachs Court
Green Bay, WI 54313

P: 920-662-0300
pbbs.com

Quote Number:
22711

Date:
04/22/2024

Proposed By:
KEN VERHEYEN

Page: 1 of 3

Proposal To:
GREEN BAY CITY OF
100 N JEFFERSON ST
GREEN BAY WI 54303

Service Location:
GREEN BAY CITY OF
RESCH AQUATIC CENTER
1058 REED ST
GREEN BAY WI 54303

To the attention of: TROY VANHANDEL
Thank you for allowing PBBS Equipment Corporation the opportunity to provide you with the following quotation.

Pricing Valid For 30 Days. Lead Times Is Estimated (Subject To Change)
RFB #2024-15 POOL HEATER REPLACEMENT RESCH AQUATIC CENTER

Line	Equipment Id	Manufacturer	Model	Serial #
01	OTHER	OTHER	OTHER	OTHER

Pool Heater #1 Raypak MVB Model P-2004A. w/H-Bypass
* Natural Gas.
* Taco Pump Model 1636.
* Bronze Headers with Cupronickel Tubes.
* 3-Try Ignition Lockout.
* Inline Air Intake Filter - Premium.
* Low Gas Pressure Safety Switch - Manual Reset.
* High Gas Pressure Safety Switch - Manual Reset.

Line	Equipment Id	Manufacturer	Model	Serial #
02	OTHER	OTHER	OTHER	OTHER

Pool Heater #2 Raypak MVB Model P-2004A. w/H-Bypass
* Natural Gas.
* Taco Pump Model 1636.
* Bronze Headers with Cupronickel Tubes.
* 3-Try Ignition Lockout.
* Inline Air Intake Filter - Premium.
* Low Gas Pressure Safety Switch - Manual Reset.
* High Gas Pressure Safety Switch - Manual Reset.

Line	Equipment Id	Manufacturer	Model	Serial #
03	OTHER	OTHER	OTHER	OTHER

Factory Authorized Startup Pool Heater #1

Line	Equipment Id	Manufacturer	Model	Serial #
04	OTHER	OTHER	OTHER	OTHER

Factory Authorized Startup Pool Heater #2



PROPOSAL



PBBS Equipment Corporation
2283 Sachs Court
Green Bay, WI 54313

P: 920-662-0300
pbbs.com

Quote Number:
22711
Page: 2 of 3

Total Price (including all options) \$59,790.00

Payment Terms: NET 30 DAYS

FOB
FACTORY

Freight
INCLUDED

Shipped To
ADVISE

Unloaded
BY CUSTOMER

Approx Ship Weight
2000 LBS

Approx Shipment After Order Approval 6-8 WEEKS

Proposal Furnished By: _____
KEN VERHEYEN

The undersigned has read, understands, and accepts all of the above prices, specifications, and conditions set forth including the Terms and Conditions of Sale included herewith.

Customer Acceptance:

Date Accepted _____ 20 _____

PO#: _____

By _____

Title _____

Please return one signed and dated copy of this proposal, or your purchase order referencing this proposal number, to PBBS Equipment Corporation, in care of your PBBS Equipment Sales Rep

PBBS Equipment Corp. ("Company") offers to furnish the Equipment described herein for the purchase price noted, exclusive of all tax. This proposal is subject to withdrawal at any time without notice prior to its acceptance by the company at Menomonee Falls, WI. "No statements or understands related to the subject matter, other than those set forth herein, shall be binding on the Company. THE TERMS AND CONDITIONS OF SALE ARE PART OF THIS PROPOSAL.

PBBS EQUIPMENT CORP. (the "Company") agrees to sell the Equipment and/or Services described herein upon the following terms and conditions of sale which, accordingly, supersede any of Buyer's additional or inconsistent terms and conditions of purchase.

1. TERMS AND PRICES

(a) All orders are subject to the approval of the Company's home office. Unless otherwise stated, standard terms of payment are thirty (30) days net from the earlier of date of shipment or readiness of the Equipment for shipment. If partial shipments are made, payment shall become due and payable for the partial shipment.

(b) In addition to the purchase price, Buyer shall pay any excise, sales, privilege, use or any other taxes, Local, State or Federal, which the Company may be required to pay arising from the sale or delivery of the Equipment or the use thereof. Prepaid freight, if applicable, will be added to the purchase price and invoiced separately.

(c) Contract prices are subject to adjustment to the Company's prices in effect at time of shipment unless otherwise specified in a separate Price Adjustment Policy attached to the proposal or other contract document of the Company.

(d) If Buyer requests changes in the Equipment or delays progress of the manufacture or shipment of the Equipment, the contract price shall be adjusted to reflect increases in selling price caused thereby.

(e) **All invoices are due in full thirty (30) days from date of invoice.** A late charge of one and one-half (1.50%) percent per month, eighteen (18.0%) percent per annum, shall be added to any balance outstanding after due date. In the event of a past-due account, buyer shall be responsible for any costs of collection incurred by the company including, but not limited to, attorney fees, court costs, and service of process costs.

2. SHIPMENT

Shipment is F.O.B. Company's plant or place of manufacture, unless otherwise specified where risk of loss shall pass to Buyer upon delivery to transporting carrier.

3. DELIVERY

(a) The Company will endeavor to make shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.

(b) Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential, as a penalty or liquidated damages or otherwise) arising out of or owing to (i) any delays in delivery or (ii) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.

(c) If shipment is delayed or suspended by Buyer, Buyer shall pay (i) Company's invoice for the Equipment as per payment terms, (ii) Company's handling and storage charges then in effect, and (iii) demurrage charges if loaded on rail cars.

4. INDEMNIFICATION

The Buyer shall defend, indemnify and hold harmless the Company and its officers, directors, agents, consultants, employees, successors and assigns (the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, attributable to personal injury, bodily injury, including death, or damage to or destruction of real or personal property, including loss of the use thereof, provided, however, such claim, damage, loss or expense is caused in whole or in part by Buyer's breach of any provision of this Agreement, breach of contract, breach of warranty, or the negligent or willful acts or omissions of Buyer or Buyer's suppliers, manufacturers, or other persons or entities for whose acts Buyer may be liable. This Indemnification Agreement is binding on Buyer to the fullest extent permitted by law. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons or entities described herein with respect to this indemnity. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5. WARRANTY

Equipment manufactured by others and resold by the Company carries the original manufacturer's warranty only, and does not carry any additional warranty by the Company unless specifically stated in writing as hereinafter set forth. The Company hereby assigns to the Buyer any rights it may have under any warranty extended by a manufacturer or third party covering the equipment furnished pursuant to this Agreement. Buyer shall at all times follow the directions of the manufacturer for any warranty claim that Buyer may make.

(a) **LIMITED WARRANTY.** The Company warrants that the equipment sold by it shall be free from defects in material and workmanship for a period of twelve (12) months from the date of installation. The Company agrees, at its option, to repair or replace, F.O.B. Company's plant, any part or parts of the equipment, provided by Company, that are determined by the Company to be defective, in its sole discretion. Company will repair or replace at no charge any part or parts of the equipment which, within sixty (60) days of installation, are determined to be defective. The part or parts of the equipment determined to be defective after sixty (60) days, but before twelve (12) months from the date of installation, will be repaired or replaced with same or similar equipment, and **Buyer shall be responsible for the cost of installation of the same.** Buyer shall be responsible for the costs required to transport the defective equipment to the Company's plant for inspection. Any warranty adjustments made by the Company shall not extend the initial warranty period. The warranty period for any replacements made by the Company shall terminate upon the termination of the initial warranty period. Expenses incurred by the Buyer in replacing, repairing or returning the equipment or any part thereof will not be reimbursed by the Company.

(b) **SPARE AND REPLACEMENT PARTS LIMITED WARRANTY.** The Company sells spare and replacement parts. The Company agrees, at its option, to repair or replace any part or parts which are found to be defective within twelve (12) months from the date of installation by PBBS of the same. The date of installation shall be the date as noted on the Company records and shall be binding upon the parties. The Buyer shall be responsible for all labor costs for Company to install any part found to be defective within twelve (12) months from the date of installation by PBBS of the same. Parts purchased from Company, but installed by Buyer or third parties, and found to be defective within twelve (12) months from the date of purchase (as noted on the Company records), shall be replaced by Company provided that installation has performed by Buyer or third parties in accordance with all applicable instructions and in accordance with industry standards. Company's determination as to proper installation by Buyer and/or third parties shall be final and binding upon the parties. The warranty and warranty period for spare or replacement parts shall be limited to the warranty and warranty adjustment extended by the original manufacturer of such parts. In no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to Buyer for such parts than the Company's warranty covering parts as set forth herein. Expenses incurred by Buyer in replacing, repairing or returning the spare or replacement parts will not be reimbursed by the Company.

(c) **EXCLUSIONS FROM WARRANTY.** These warranties are inapplicable to and exclude (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or damage caused by disaster such as fire, flood, wind, lightning or damage caused by natural elements; (ii) damage caused by the failure to follow any and all installation and/or operating instructions or manuals provided by the manufacturer or by Company or failure to provide normal maintenance; (iii) damage caused by improper water treatment or improper water conditioning; (iv) damage caused by

unauthorized or improper installation of parts, equipment, attachments, repairs or modifications; (v) damage caused by improper maintenance or improper operation by Buyer's employees; (vi) damage caused by overloading, erosive or corrosive substances, or damage caused by the presence of oil, grease, scale, deposits or other contaminants; (vii) damage caused by the improper use, maintenance or operation resulting from untrained or improperly trained operators of Buyer; or (viii) any other misuse, abuse or improper use.

The Company expressly disclaims all other warranties, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose. There are no express or implied warranties of any kind other than those set forth above. Equipment and/or Parts manufactured by others and sold or resold by the Company carry only the original manufacturer's warranty and do not carry any additional warranty by the Company, unless expressly set forth herein.

There are no express or implied warranties of any kind other than those set forth herein. The above warranty provisions set forth Buyer's exclusive remedy and the extent of the Company's liability for breach of warranties, representations, instructions or defects, from cause in connection with the sale or use of the equipment or the parts referred to herein. The Company shall not, under any circumstances, be liable for any special, indirect or consequential damages, or for loss, damage or expense, directly or indirectly, arising from the use of the equipment or from any other cause, whether based on warranty, tort, or contract.

The time periods set forth herein are mandatory and Buyer's failure to notify Company within the periods set forth above, shall void any warranty obligation on behalf of the Company hereafter.

(d) **WARRANTY NOTICE.** The Buyer shall make a claim for any breach of warranty by written notice to the Company's home office, within the warranty periods set forth above. Failure to provide notice of defect within the periods set forth in Paragraph 5(a) and 5(b) above, shall void the warranties set forth in those paragraphs.

6. PATENTS

(a) **PATENT INDEMNITY AND CONDITIONS.** The Company agrees at its own expense to defend and hold Buyer harmless in the event of any suits instituted against Buyer for an alleged infringement of any claim of any United States Patent covering solely to the structure of the Equipment as originally manufactured by the Company per the Company's specifications, and without modification by the Buyer, provided Buyer shall (i) have given the Company immediate notice in writing of any such claim or institution or threat of such suit; and (ii) have permitted the Company to defend or settle the same, and have given all needed information, assistance and authority to enable the Company to do so. Buyer shall defend and indemnify the Company against all expenses, costs and loss by reason of any real or alleged infringement by the Company's incorporating a design or modification requested by Buyer.

(b) **LIMITATION OF LIABILITY.** The Company's total liability hereunder is expressly limited to an amount no greater than the sales price of the Equipment and may be satisfied by the Company's refunding to Buyer, at the Company's option, the sales price of the Equipment. In the event the Company elects to defend any such suit and the structure of the said equipment is held to infringe any such United States Patent and if the Buyer's use thereof is enjoined, the Company shall, at its expense and at its option: (i) obtain for the Buyer the right to continue using the Equipment, or (ii) supply non-infringing Equipment for installation by Buyer, or (iii) modify the Equipment so that it becomes non-infringing, or (iv) refund the then market value of the Equipment.

7. PRIOR USE

If damage to the Equipment or other property or injury to persons is caused by use or operation of the Equipment prior to being placed in initial operation ("Start up") by the Company where start up is included in the purchase price, then Buyer shall indemnify and hold the Company harmless from all liability, costs and expenses for all such damage or injury.

8. EQUIPMENT CHANGES

The Company may, but shall not be obliged to, incorporate in the Equipment such changes in specifications, design, material, construction, arrangement, or components as the Company in its judgment believes will not materially affect performance of the Equipment.

9. SECURITY INTEREST; INSURANCE

(a) To secure payment of the purchase price, Buyer agrees that the Company shall retain a security interest in the Equipment until Buyer shall have paid in cash the full purchase price when due, interest at the highest lawful contract rate until so paid and the costs of collection, including reasonable attorney's fees. The Equipment shall at all times be considered and remain personal property and Buyer shall perform all acts necessary to assure and perfect retention of the Company's security interest against the rights or interests of third persons. In the event Buyer defaults in payment of any part of the purchase price when due, or fails to comply with any and all provisions of this contract, the Company shall have the remedies available under the Uniform Commercial Code.

(b) So long as the purchase price is unpaid, Buyer at its cost shall obtain insurance against loss or damage from all external causes, naming the Company as an insured, in an amount and form sufficient to protect the Company's interest in the Equipment.

10. CANCELLATION

Buyer cannot cancel orders placed with the Company, except with the Company's express written consent and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company.

11. LOSS, DAMAGE OR DELAY

The Company shall not be liable for loss, damage or delay resulting from causes beyond its reasonable control or caused by strikes or labor difficulties, acts or omissions of any governmental authority or the Buyer insurrection or riot, fires, floods, breakdown of essential machinery, accidents, priorities or embargoes, car shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. In the event of any delay from such sources, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

12. WORK BY OTHERS; ACCESSORY DEVICES

The Company, being only a supplier of the Equipment, shall have no responsibility for labor or work of any nature relating to the installation or operation or use of the Equipment, all of which shall be performed by Buyer or others. It is the responsibility of the Buyer to furnish such accessory devices as may be desired by it and/or required by OSHA standards respecting Buyer's use of the Equipment.

13. COMPLETE AGREEMENT

THE COMPLETE AGREEMENT BETWEEN THE COMPANY AND BUYER IS CONTAINED HEREIN AND NO ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY BUYER SHALL BE BINDING UNLESS AGREED TO BY THE COMPANY IN WRITING. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. This Agreement may be modified only by a writing signed by both the Company and Buyer and shall be governed by the Uniform Commercial Code as enacted by the State of Wisconsin. The failure of the Company to insist upon strict performance of any of the terms and conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of the Company's rights.

PLEASE PAY FROM INVOICE – MONTHLY STATEMENTS ARE NOT FURNISHED.

"WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF"



**Product Submittal for MVB® - Type P
Pool Heaters
Models 504A-2004A**

Date: _____ Job: _____ Location: _____
Equipment Tags: _____ Engineer: _____ Contractor: _____
Model: _____ Notes: _____
Prepared by: _____ Indoor ☐ Outdoor ☐ Gas Type: Natural Gas ☐ Propane ☐

83-83.3% Thermal efficiency at full rate

100% Factory fire-tested

VERSA IC® Integrated controller with 7" color touchscreen display

Raymote™ remote connectivity provided standard

On/Off operation

Full safety diagnostics with history

Status display lights

Cascade up to 8 heaters – no external sequencer required

Maximum outlet water temperature: 180°F (82°C)

Maximum pool setpoint 106°F (41°C) (104°F [40°C] default))

Minimum inlet water temperature: 105°F (40°C)

Limited 20-year thermal shock warranty

Limited 5-year primary heat exchanger warranty

CSA Low-Lead certified ≤ .25% lead

SCAQMD Rule 1146.2 certified, Low NOx < 20 ppm

Proudly Assembled in the USA



Job: _____

Features and Options

Heat exchanger

- Bronze headers
- ASME HLW stamped; 160 PSIG MAWP
- National board registered
- Cupronickel finned tubing
- ASME powder-coated tube sheet
- Silicone high-temp O-Rings
- ASME pressure relief valve

with H-Bypass

- ☐ 75 PSI (H-bypass)
- ☐ 125 PSI (CWR)

- Manual air bleed
- T&P gauge (shipped loose)
- Four-pass primary heat exchanger
- Stainless steel evaporator plate
- Heater pump: bronze, 120V, 1Ø, 60Hz

Power

- 120V, 60Hz, 1Ø, power supply
- 120/24V, 60Hz, transformer

Control

- VERSA IC® built-in controller
- 7" (178 mm) color HD touchscreen display
- Raymont™ Wi-Fi remote connectivity
- Cascade up to 8 heaters
- Cascade interstage delay settings
- Ignition module
 - ☐ 3-Try (standard)
 - ☐ C-6 single-try (optional)
- Remote flame sensor
- High limit, manual reset, fixed, 180°F (82°C)
- On/Off power switch
- Flow switch
- Blocked vent pressure switch
- Combustion air proving switch
- Freeze protection
- Alarm dry contact
- Pump time delay
- Blocked condensate switch

- Water temperature sensors 10kΩ (2 mtd, 2 loose, 2 well)
- Cold water protection
 - ☐ H-Bypass
 - ☐ Cold water run (CWR)
 - ☐ P-42 (loose) CWR controls, no bypass
 - ☐ P-43 (mtd) CWR controls, no bypass
 - ☐ P-45 Injector pump single boiler (bronze)
 - ☐ P-47 Pump flange kits
- Modbus RTU BMS Port
 - ☐ B-85 BMS Gateway – BACnet MS/TP, BACnet IP, N2 Metasys or Modbus TCP
 - ☐ B-86 BMS Gateway – LonWorks

Burner

- Hot surface ignition (HSI)
- Radially-fired knitted burner

Gas train

- Fuel
 - ☐ Natural gas
 - ☐ Propane (minimum grade HD-5)
- Zero governor regulator
- Dual-seat combination firing valve
- Electronic firing mode (P)

Construction

- Indoor/outdoor construction
- Front controls enclosed
- PolyTuf powder coat finish
- Rear connections (water, gas, vent, electrical, combustion air, condensate drain)
- Combustion air filter (shipped loose)
- Design Certified ANSI Z21.56/CSA 4.3
- Front connection low-voltage wiring

Venting (cat I vertical, cat III horizontal)

- Vent termination cap
 - ☐ D-11 Outdoor vent kit
 - ☐ D-15 Sidewall vent termination cap
 - ☐ D-20 Vent termination vertical
- Other
 - ☐ D-12 Barometric damper w/o thermoswitch (single acting)
 - ☐ D-17 Inline air intake filter

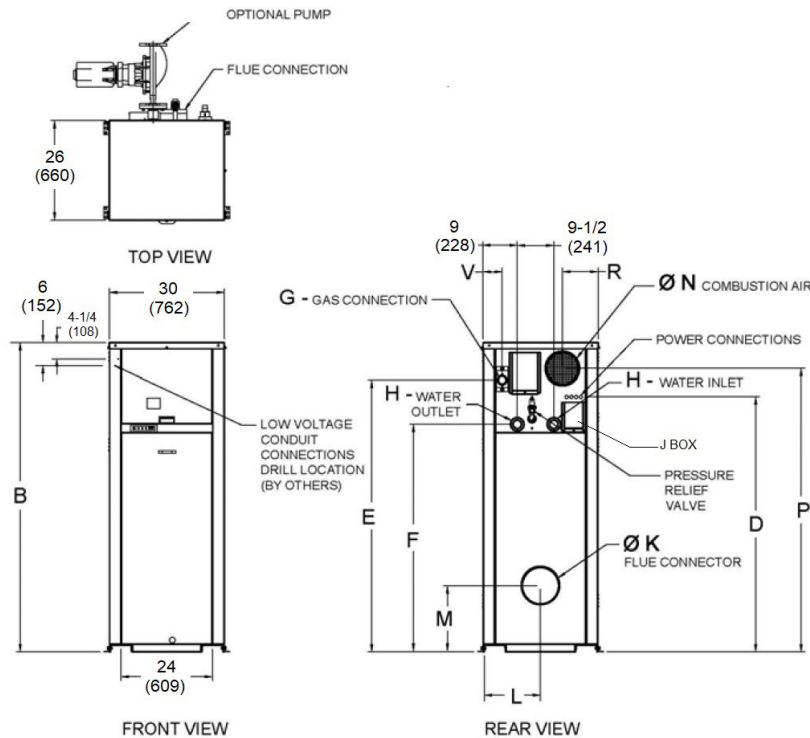
- ☐ D-18 Boiler vent adapter
- ☐ D-19 Vent termination cap adapter
- ☐ D-23 Outdoor vent supports
- ☐ D-37 Motorized combustion air damper

Options

- ☐ E-5 Boiler alarm with 4" bell
- ☐ E-15 Boiler alarm with buzzer
- ☐ F-10 Low water cut-off, remote probe
- ☐ I-14 High limit, auto reset, 180°F (82°C) max
- ☐ I-20 High limit, manual reset, 180°F (82°C) max
- ☐ M-1 Safety valve, motorized
- ☐ M-10 Safety valve, solenoid
- ☐ M-15 Safety valve, vent (requires M-1 or M-10)
- ☐ S-1 Low gas pressure switch, manual reset
- ☐ S-2 High gas pressure switch, manual reset
- ☐ Z-4 T & P relief valve
- ☐ Z-9 Thermometer

Additional options or accessories

☐ _____



Shown without H-Bypass or Cold Water Run options																		
Model	MBTUH (kW)		Dimensions - inches (mm)													Ship Weight lbs (kg)	Footprint ft² (m²)	Amps ⁽²⁾
	Input	Output	B Height	D	E	F	G ⁽¹⁾ NPT	H NPT	K Flue Ø"	L	M	N C/A Ø"	P	R	V			
☐ P-504A	500 (147)	415 (122)	43 (1092)	32 (813)	35 (889)	23-3/4 (603)	1 (25)	2 (51)	8 (203)	13-3/4 (349)	13-3/4 (349)	6 (152)	35 (889)	6 (152)	2 (51)	600 (272.1)	5.4 (0.5)	12
☐ P-754A	750 (220)	623 (183)	49 (1245)	38 (965)	41 (1041)	29-3/4 (756)	1 (25)	2 (51)	10 (254)	13-1/2 (343)	13-1/2 (343)	6 (152)	41 (1041)	6 (152)	2 (51)	660 (299.3)	5.4 (0.5)	12
☐ P-1104A	1100 (322)	916 (268)	55 (1397)	44 (1118)	47 (1194)	35-3/4 (908)	1-1/4 (32)	2-1/2 (64)	10 (254)	13-1/2 (343)	13-1/2 (343)	6 (152)	47 (1194)	6 (152)	2 (51)	720 (326.5)	5.4 (0.5)	12
☐ P-1504A	1500 (440)	1250 (366)	61 (1549)	50 (1270)	53 (1346)	41-3/4 (1060)	1-1/4 (32)	2-1/2 (64)	12 (305)	13-3/4 (349)	13-3/4 (349)	8 (203)	53 (1346)	6 (152)	2 (51)	780 (353.7)	5.4 (0.5)	12
☐ P-2004A	1900 (557)	1583 (464)	75 (1905)	62 (1575)	65 (1651)	53-3/4 (1365)	2 (51)	2-1/2 (64)	14 (356)	13-1/2 (343)	13-1/2 (343)	8 (203)	68 (1727)	9 (229)	5 (127)	940 (426.3)	5.4 (0.5)	18

- Ratings shown are for elevations up to 4,500 feet. For installations at elevations. De-rate above 4,500 ft; consult factory. No hardware changes required below 10,000 feet.

(1) For Natural Gas. For Propane, all sizes are 1" (25 mm) NPT.

(2) Current draw is for heater only. (Supply breaker must have delayed trip.)

For direct vent applications, contact the factory about relocating the pump.

CLEARANCES		
Heater Side	Minimum Clearances from Combustible Surfaces in. (mm)	Minimum Service Clearance in. (mm)
Front	24 (610)	24 (610)
Rear	12 (305)	24 (610)
Right Side	1 (25)	24 (610)
Left Side	1 (25)	24 (610)
Top	0	10 (254)
Floor	0	0
Vent	1 (25)	1 (25)

With H-Bypass			
Model	PUMP		
	Model	HP	Amps*
☐ P-504A	1611	1/4	6
☐ P-754A	1611	1/4	6
☐ P-1104A	1630	1/2	7
☐ P-1504A	1634	1	14
☐ P-2004A	1636	1-1/2	22

* Current draw is for heater only.
(Supply breaker must have delayed trip).



Product Submittal for MVB® - Type P

Job: _____

RATES OF FLOW AND PRESSURE DROPS								
Model	20 °F ΔT		Maximum Flow			Minimum Flow*		
	GPM (L/min)	ΔP ft.wc. (kPa)	GPM (L/min)	ΔP ft.wc. (kPa)	ΔT °F (°C)	GPM (L/min)	ΔP ft.wc. (kPa)	ΔT °F (°C)
☐ P-504A	42 (158)	N/A	65 (246)	5.5 (16)	13 (7.2)	100 (379)	11.3 (34)	9 (4.9)
☐ P-754A	63 (237)	6.4 (19)	65 (246)	6.4 (19)	20 (11.1)	100 (379)	13.8 (41)	13 (7.2)
☐ P-1104A	93 (348)	13.6 (41)	85 (322)	11.5 (34)	22 (12.2)	113 (428)	18.6 (56)	17 (9.4)
☐ P-1504A	N/A	N/A	102 (387)	18.7 (56)	25 (13.8)	113 (428)	22.2 (66)	23 (12.7)
☐ P-2004A	N/A	N/A	102 (387)	22.7 (68)	32 (17.7)	113 (428)	27.2 (81)	29 (16.1)

included in this quotation. Note any exceptions to standard manufacturer's specifications. Vendor shall complete every question in the space below the question.

COMPLETE REQUIREMENTS: While every effort has been made to ensure the accuracy and completeness of the information in this RFB, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFB. Therefore, it is the Vendor's responsibility to include in their bid all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The goods/services offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

No.	DESCRIPTION	"Y" COMPLY OR "X" EXCEPTION
1	VENDOR REQUIREMENTS Ensure all local, state, and building codes are followed.	X
2	Verify all new units are of like size, performance, and specifications of the old units (see pictures included in RFB below). The City is requesting the units to be vertical in size as space is confined.	Y
3	All required piping, electrical, labor, parts, materials, and equipment required for successful installation.	X
4	Complete the install to comply with manufacturer's recommendations and remove and properly dispose of all waste and debris from the installation site. Installation to be left to a qualified installer, service agency or the gas supplier.	X
5	Providing a 1-year warranty guaranteeing against all defects in contractor provided installation, structural and mechanical materials, and workmanship.	Y
6	Work is to be performed during normal business hours (M-F from 7:00 AM – 3:00 PM).	X
7	Work is to be completed no later than May 17, 2024.	X
8	EQUIPMENT REQUIREMENTS Natural Gas	Y
9	Preferred Installed Footprint (Vertical) 75"H x 30"W x 26"D	Y
10	=/> 1,999,000 BTU's	Y
11	> 83% Thermal Efficiency at Full Rate	Y

No.	DESCRIPTION	"Y" COMPLY OR "X" EXCEPTION
12	24/120 Volt Control	Y
13	LCD Touchscreen Display	Y
14	Minimum Continuous Inlet Water Temperature: 50 Degrees F	X
15	Maximum Setpoint: 106 Degrees F	Y
16	Negative Vent Pressure, Non-Condensing Appliance	X
17	Cat I Vent Required	Y
18	Complete Cabinet Protecting All Controls & Wiring	Y
19	Indoor/Outdoor Construction (Handle Harsh Wisconsin Winters)	Y
20	Tough, Rust Resistant Finish	Y
21	Certified to the ANSI Z21.56 Pool Heater Standard	Y
22	100% Factory Fire Tested	Y
23	Limited Twenty-Year Thermal Shock Warranty	Y
24	Limited Five-Year Heat Exchanger Warranty	Y

Please note the number & reasoning for any exception below.



FORM A – SIGNATURE AFFIDAVIT

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

In signing Bids/Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Bids/Proposals, that Bids/Proposals have been independently arrived at, without collusion with any other Bidders, competitor or potential competitor; that Bids/Proposals have not been knowingly disclosed prior to the opening of Bids/Proposals to any other Bidders/Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Bid/Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bids/Proposals, declares that the attached Bids/Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders/Proposers shall provide the information requested below. Include the legal name of the Bidders/Proposers and signature of the person(s) legally authorized to bind the Bidders/Proposers to a contract.

Has your company ever been debarred? ☒ No ☐ Yes (if yes, please explain)

PBBS EQUIPMENT CORPORATION
COMPANY NAME

KEN VERHEYEN
PRINT NAME

04/23/2024
DATE

KEN VERHEYEN
SIGNATURE



FORM B – SUBMITTAL CHECKLIST

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

Bidders hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit	KV	N/A
Form B: Receipt of Forms and Submittal Checklist	KV	N/A
Form C: Vendor Profile	KV	N/A
Form D: Bid Offer Form	KV	N/A
Form E: References	KV	N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	KV
Appendix B: Contract for Purchase of Services	N/A	KV
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME



FORM C – VENDOR PROFILE INFORMATION

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.) PBBS EQUIPMENT CORPORATION			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME KEN VERHEYEN	TITLE SALES ENGINEER		
TELEPHONE NUMBER (920) 662-0300	FAX NUMBER		
EMAIL kverheyen@pbbs.com			
ADDRESS 2283 SACHS COURT	CITY GREEN BAY	STATE WI	ZIP 54313

ORDERS/BILLING CONTACT

ADDRESS WHERE CITY PURCHASE ORDERS/CONTRACTS ARE TO BE MAILED AND PERSON THE DEPARTMENT CONTACTS CONCERNING ORDERS AND BILLING.

CONTACT NAME KEN VERHEYEN	TITLE SALES ENGINEER		
TELEPHONE NUMBER (920) 662-0300	FAX NUMBER		
EMAIL kverheyen@pbbs.com			
ADDRESS 2283 SACHS COURT	CITY GREEN BAY	STATE WI	ZIP 54313

PROCUREMENT CARD (P-CARD)

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: The City does not pay service charges.	YES <u>X</u> or NO _____
---	--

The City of Green Bay has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps in order to accept credit card payments by the City prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.



FORM D – REFERENCES

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



FORM E – BID OFFER FORM

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

Any pricing increases or additions must be agreed upon in writing by both parties.

QTY	UOM	DESCRIPTION OF MATERIALS	EA PRICE	TOTAL
2	EA	Natural Gas Pool Heater(s) - See Equipment Requirements Above.	\$29,895.00 Equipment Only With Startup	\$59,790.00
		LIST YEAR/MAKE/MODEL QUOTED: 2024 Raypak Model MVB-P-2004A		
ALL REQUIRED PIPING, ELECTRICAL, LABOR, PARTS, MATERIALS, EQUIPMENT & DELIVERY (F.O.B. DESTINATION) REQUIRED FOR SUCCESSFUL INSTALLATION.			TOTAL:	NO BID FOR INSTALLATION Not Qualified Pool Contractor

COMPANY NAME (Make sure to use your complete, legal company name.)

PBBS EQUIPMENT CORPORATION

ADDRESS

2283 SACHS COURT

CITY

GREEN BAY

STATE

WI

ZIP

54313

LEAD TIME (Upon receipt of order)

6-8 WEEKS

PAYMENT TERMS (Net 30)

Yes ☒ No ☐ Other ☐

EARLY PAYMENT DISCOUNT (Special Terms)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # G.I

Review of the Bay Beach Amusement Park Ride Ticket Structure for the 2024 season.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024 Ticket Structure

2024 Bay Beach Ride Ticket Structure

<u>2024 Ticket Requirements</u>		<u>2023 Ticket Requirements</u>	
Boats	1	Boats	1
Lady Bugs	1	Lady Bugs	1
Granny Bugs	1	Granny Bugs	1
Jeeps	1	Jeeps	1
Race Cars	1	Race Cars	1
Sky Fighters	1	Sky Fighters	1
Slide	2	Slide	1
Rockin' Tug	2	Rockin' Tug	2
Trains	2	Trains	2
Helicopters	2	Helicopters	2
Merry-Go Round	2	Merry-Go Round	2
Bay Beast	2	Bay Beast	2
Ferris Wheel	2	Ferris Wheel	2
Bumper Cars	4	Bumper Cars	3
Yo-Yo	4	Yo-Yo	3
Scrambler	4	Scrambler	3
Tilt-a-Whirl	4	Tilt-a-Whirl	3
Scat	4	Scat	3
Sea Dragon	4	Sea Dragon	3
Nebulaz	4	Nebulaz	3
Big Wheel	4	Big Wheel	3
Zippin Pippin	6	Zippin Pippin	4

Ticket Costs will remain the same at \$.25 per ticket in 2024.

All 1 Ticket rides will be free on Tuesdays, Wednesdays, and Thursdays.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 1, 2024

PREPARED BY

AGENDA ITEM # G.2

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 5.1

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, MAY 1, 2024**

PARK DIVISION

- Our ball diamond crews are busy getting all soccer fields, baseball, softball, and other athletic fields ready for the spring sports season, which has begun. This includes dragging diamonds, mowing athletic fields, and line striping the fields.
- With the warmer weather beginning to show up, our park mowing crews have begun to make the rounds on their routes. This includes mulching any leaves that may be along fence lines, picking up any sticks, and other debris.
- Park shelter rentals have started and will continue through October.
- Park crews are actively emptying garbage barrels, picking litter, and opening bathroom facilities.
- Pool maintenance is underway, which includes pressure washing of the pool vessels along with organizing mechanical rooms and other items.
- Park carpenters are working on finishing up the final touches on a few shelters that were remodeled during the winter months. They are also working out at Bay Beach to help get the park ready for the 2024 season.

FORESTRY DIVISION

- The winter tree removal operations are coming to an end. Crews are working on removing trees for upcoming road and park construction projects.
- Staff has completed interviewing applicants and hiring for summer seasonal positions.
- Forestry staff continue to work with IT staff on transferring our tree inventory to a GIS format.
- Staff continue to mark sites for spring tree planting. Tree deliveries will be coming in the next few weeks. Tree planting started April 22nd. We anticipate planting approximately 500 trees this spring.
- Tree nursery operations are in full swing. Our digging is done for spring planting. The crew is in the process of re-organizing the remaining trees and prepping the nursery for 580 tree whips to be planted in the upcoming weeks.
- Staff is working on layout for the new tree nursery at Ft Howard Park. This will be a multi-year transition from the East River Van Beaver site. We intend to have tree whips going into the Ft. Howard site in the spring of 2025.
- Treatments for Emerald Ash Borer have begun. Staff plans to treat approximately 1,800 ash trees this spring/summer. We anticipate the infestation pressure from EAB to start to decline over the next couple years. Our hope is to keep as many of the remaining ash street and park trees as we can.

DESIGN & DEVELOPMENT DIVISION

- Staff is working with the consultant on planning for the HVAC upgrades for the Bay Beach Amusement Park pavilion.
- The roof replacement of the Bay Beach Amusement Park pavilion is near completion.
- The stairs of the giant slide will need to be replaced prior to opening due to rusting concerns. The project is well under way and the ride should be back up and running in May.
- The installation of the all-inclusive playground at Bay Beach Amusement Park continues. The playground is installed. The contractor has now begun work on the concrete pavement and rubberized surfacing.
- Construction is near completion on the new concession stand/restrooms and utilities at the Finger Road Ballfield Complex.
- The engineering of the site work, shelter and stage is progressing at Leicht Memorial Park. A subconsultant was hired for the audio-visual design of the stage. The consultant will be submitting the 90% complete set of construction plans soon.
- Shipyard Phase 1 construction continues. Work is scheduled to be completed in the summer of 2024.
- Staff are working with the project manager and consultant on the design of the JBS park/boulevard/barn development.
- Staff is working with DPW on the Seymour Park west side storm water management design, which is near completion.
- The Farlin Park redevelopment construction project has been noticed for bidding.
- Planning continues for the Joliet Park habitat restoration project.

GREEN BAY CONSERVATION CORPS

- As spring begins, members have started pulling garlic mustard from the Wildlife Sanctuary, Colburn, Red Smith, and other parks.
- Staff continue to attend recruitment fairs and interview for summer members. Only 5 positions remain unfilled, and staff are confident that these will be filled soon.
- The new Field Assistant begins May 6th. Andy Gilsdorf will be joining the staff with a wealth of experience and knowledge from his time in the DNR and other restoration positions.
- The Conservation Corps program hosted approximately 120 volunteers in the month of April. It's anticipated that we will host around 50 volunteers in May. These events included partnerships with local businesses, organizations, and high schools.
- For Earth Day, the GBCC hosted a garlic mustard pulling competition and volunteers helped pull 200 gallons of garlic mustard! On Monday, April 22nd, the crew hosted another volunteer event for Earth Day and partnered with the Oak Learning Center to create an upcycled mural with bottle caps with the students.
- Native plants are growing in the greenhouse with an additional donation from the Botanical Gardens which put the greenhouse at maximum capacity for plants.

Members built and installed a watering table in the greenhouse to increase the efficiency of watering nearly 3,000 plants.

- Staff received a donation from the Xerces' Society to fund plants for a rain garden installation at Baird Park near the new playground to satisfy stormwater management requirements.
- Staff attended the National AmeriCorps Conference in Minneapolis April 24 – 26th.
- The American Climate Corps was launched with the GB Conservation Corps as one of the pilot programs.

RECREATION DIVISION

- We will be offering Men's Slow-pitch, Co-Ed Slow-pitch and Men's Modified softball leagues at Beaver Dam Park. The season is scheduled to begin the week of May 6th. We have 40 teams registered.
- Registration is currently taking place for our recreation summer day camps at the Wildlife Sanctuary (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 17th. There are 8 weekly camps being offered from 9 a.m. – 4 p.m., Mondays-Thursdays. Field trips will take place on Thursdays. Classes are limited to 15 participants. Registration has been great for these camps. There are only a few spots open.
- Registration is currently taking place for our new recreation summer day camps at Perkins and Preble Parks. The camps will run M-Th for 8 weeks. The recreation summer day camps are scheduled to begin the week of June 17th. There are 16 weekly camps being offered from 9 a.m. – 4 p.m., Mondays-Thursdays. Field trips will take place on Thursdays. Classes are limited to 20 participants.
- We are taking job applications for Summer Playground Leaders, Camp Instructors, Softball Umpires and Site Supervisors.
- We are still hiring playground leaders. We need 11 more seasonal employees to run at all of the funded park locations. The program starts June 11th.
- This summer will be the 100-year anniversary of the playground program. Recreation staff is working on a 100-year celebration for this summer which will take place during Kiddie Karnival.

AQUATICS

- Off season projects include:
 - Updating staffing plans at all three facilities to become compliant with the updated DATCP 172 Pool Operating Code.
 - Create an updated database on staff certifications to comply with the new requirement that lifeguards must recertify their CPR certifications annually (versus every two years).
 - Research scheduling options to accommodate the increased need for flexible scheduling for our seasonal staff.
- Rehire information has been sent out to all eligible staff in November. Many staff have already committed to returning for the summer of 2024.

- Interviews have begun for Pool Facility Attendants and Lifeguards. The positions are quickly filling up, but we still need to hire 25 lifeguards and 19 attendants to be fully staffed for the season.
- Staff will be going out to a few middle schools over the next month to talk to 7th and 8th graders about future pool jobs, how to fill out applications, and interview tips.
- Staff will be going out to a few elementary schools over the next month to talk about water safety and career opportunities.
- Staff training will begin at the end of May for all aquatic staff.

BAY BEACH AMUSEMENT PARK

- Bay Beach opens on weekends starting Saturday, May 4.
- Staffing
 - Interviews for seasonal staff began on March 1st.
 - Facility Attendants
 - 100% full
 - 105 employees
 - 47 new employees
 - Ride Operators
 - 88% full (need 8)
 - 9 interviews setup
 - 102 employees
 - 36 new employees
- Concessions and shelters
 - Concession product pricing has been received from vendors and we are working on setting the sales price for each item.
 - Souvenir apparel and hard goods have been ordered and have begun to arrive.
 - Setup in each area has begun.
- Rides
 - Work on replacing the slide stairs has commenced. The completion date has been pushed back to May 17th.
 - The East end train track has been repaired and will be ready for opening day.
 - Electrical work on the Beast continues.
 - Operating documents are revised and updated.
 - Ride set up is nearly completed.
 - Tests on rides have started.
 - Ride signs to be updated and more detail added to each ride sign.
- Inclusive Playground
 - Construction is almost completed.
 - Cement and rubber surfacing just needs to be finalized and poured.

Metro Boat Launch

- The Boat launch is open and we are seeing heavy usage.

Triangle Sports Area

- Shelter rentals have begun.

- Disc golf is being used with the nice weather.

WILDLIFE SANCTUARY

- Earth Day festivities were held on Sunday 4/21 with an amazing turn-out of 3000+ people that came to enjoy free programs and animal exhibits. Big thanks to GUILD members and many volunteers who made the day a success.
- A new Ranger was hired to replace the advancement of another Ranger. WLS welcomed Josh Lewis as the new Ranger joining us from the city's Park Shop crew. Josh brings years of varying professional experience to the role. WLS staff would like to officially welcome him to the team.
- The R-PAWS program and wildlife 'baby season' in full swing with increasing admits daily. In addition to the squirrels and rabbits being seen over the last month, the team is now welcoming goslings, ducklings, and expecting larger mammal and songbird babies in the very near future.
- OAK 4K Teacher Natalie Shikoski named a "Teacher of Distinction" for 2024 and a finalist for the Golden Apple award. Natalie is an integral part of our OAK 4K team, leading and developing this nature-based program over the years. Natalie reaches every child, showing sincere compassion, and celebrates everything that makes each child special.
- Summer staff are starting to trickle in as we move to long hours. WLS is fortunate to have all positions filled and know the public will see the results of having this extra needed help.
- Over the past several weeks WLS Admin staff has been welcoming numerous large volunteer groups that are assisting with debris/stick clean-up, mulching, raking, and helping staff prepare 535 acres for the summer season.
- Designing phase well underway for electrical upgrade to the Raptor Walk animal exhibits. The current aging exhibit area does not safely supply enough power for items needed to ensure animal health and safety.

ADMINISTRATION

- Reservations for shelter rentals are open for the season.
- Staff are continuing to support special event requests.
- The 2024 rehire of seasonal staff are all activated, and they are working hard to get their paperwork completed.
- The 2024 seasonal positions are now up and we're accepting applications for our upcoming season. We have received many applications already and a few positions are almost full.
- The Brown County Annual Boat Launch Permits are now available for 2024 in our office.
- Gift cards, Metal Detecting Permits and Pool passes are on sale in the Parks and Recreation office.
- Staff are working on summer softball registrations, setting up swim lessons and aquatic events for registration opening on April 5th for residents and April 19th for

non-residents, our Admin staff are working hard setting them up as well as other activities and programs.

- Discounted WPRA tickets are available for the Milwaukee Zoo and Noah's Ark and will go on sale on Tuesday, April 30th.
- Swim lessons, summer dance, and summer camps are all available for registration either online or over the phone/in person at the Parks main office.