



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, SEPTEMBER 11, 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=THBkdMwTlk4MG5DV3hnbC9xVDhXdz09>

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. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on the approval of a Design, Construction & Dedication Agreement with the Friends of Bay Beach Amusement Park for the construction of the West End Train expansion project.
2. Consideration with possible action on the approval of an ordinance creating Section 28-8 of the Green Bay Municipal Code, relating to selling fermented malt beverages in public parks.

F. Informational.

1. Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.
2. Next Meeting: September 25, 2024

G. Adjournment.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on the approval of a Design, Construction & Dedication Agreement with the Friends of Bay Beach Amusement Park for the construction of the West End Train expansion project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach West End Train Construction Dedication Agreement - FOBB 9-4-24
2. Train Modifications Maps - 6-3-24



City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAY BEACH AMUSEMENT PARK
WEST END TRAIN RIDE MODIFICATIONS

This Agreement is made this _____ day of September 2024, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (City), and the Friends of Bay Beach, (FOBB), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (Bay Beach). Bay Beach is a 75-acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for modifications to the West End train ride to accommodate larger new trains, extend the train tracks to the new All-Inclusive Playground and to install a new restroom facility at Bay Beach Amusement Park.
- D. The Friends of Bay Beach have proposed to purchase all necessary materials along with hiring contractors to complete the project. Several contractors will need to be selected and engaged. Work shall include the following elements; erosion control, site grading, gravel base, concrete flatwork, asphalt walks, concrete footings/slabs, building utilities, prefabricated bathroom installation, relocation of the existing train depot building, modifications to the train storage building, install a second train depot building, lighting, fencing, site restoration and stormwater management. The contractors engaged by the FOBB will coordinate closely with the City of Green Bay as it relates to site access, construction scheduling and all necessary inspection requirements by the City within the sole discretion of the City. The City will enter into an Access Agreement with each contractor.
- E. The City has approved up to \$260,000 in funding for this project to purchase materials for the steel train tracks, lumber for the tracks and a prefabricated steel train depot shelter. City staff will install the new steel train depot structure and train tracks independent from the rest of the project. The City will coordinate securing all necessary permits and will coordinate with the various contractors as necessary.
- F. The Friends of Bay Beach have hired a consultant to complete all of the necessary engineering for this project. The City is currently working with the consultant to ensure the plans and specifications meet the needs of the City. The City has hired an engineering consultant to design the required stormwater management facility. The stormwater management engineering is complete. The City will apply for the necessary permits associated with the site work and stormwater management facility. The FOBB agree to install the site work and stormwater management facility per the final City supplied construction

plans and specifications. The City agrees to allow the work to be completed for these purposes, and FOBB agrees to do the work at FOBB's sole expense and requests that the City accept the dedication and assume maintenance responsibilities upon completion and final inspection of the Project.

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

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

I. PURPOSE

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

II. FINANCING

- A. Budget. The total cost of the Project is approximately \$1,250,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by FOBB. In the event of Project cost overruns, FOBB shall be solely responsible for timely paying and/or securing all additional funds necessary to complete the Project.

III. OBLIGATIONS OF THE PARTIES

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

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

- C. Construction Documents. The FOBB will install the site work per the City approved engineered construction documents. Any deviations to the plans will need to be reviewed with the City prior to the work being done. Construction Plans and Specifications are attached as Attachment A.
- D. Design and Construction. The Friends of Bay Beach have hired an engineering consultant to complete the design work for this project. The City is working cooperatively with the FOBB and consultant to make sure it is designed to the City's satisfaction. The FOBB will construct this project according to the final City approved plans and specifications. Any changes are to be reviewed and approved with the City prior to the work being done. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and/or Inspections Department and when necessary, the State Ride Inspector to ensure that construction is in conformance with the plans and specifications. The City may be required to hire an archaeologist to be onsite to supervise a portion of the excavation. The Contractor will be required to coordinate with the archaeologist as necessary. The City agrees to notify FOBB upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.
- G. Permits and Use. FOBB will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to disturb, develop and/or use the Property as set forth above.
- H. Improvement of Property. FOBB shall promptly complete the Project. Substantial work on the Project shall be completed no later than June 28, 2025. FOBB shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- I. Maintenance and Repair. FOBB shall at all times keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Easements. The City shall grant to FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.

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

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

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

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

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

All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Green Bay, its officers, elected officials, agents, employees, and authorized volunteers.

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

Types of Insurance

1. *General Liability*: **FOBB, Contractors, and Subcontractors**

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

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$2,000,000
Fire Damage Limit	\$100,000
Medical Payments Limit	\$10,000
General Aggregate	\$2,000,000

2. *Worker's Compensation and Employers' Liability Insurance: Contractors and Subcontractors*

a. Limits of Liability

i.	Workers' Compensation	\$1,000,000 per accident \$1,000,000 disease policy limit \$1,000,000 disease each employee
ii.	Employers' Liability	\$1,000,000

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay

3. *Automobile Liability: Contractors and Subcontractors*

a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:	\$1,000,000 per person/accident
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Uninsured Motorists:

\$25,000 per person
\$50,000 per accident

4. *Umbrella Coverage: Contractors and Subcontractors*

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

5. *Builder's Risk Insurance: Contractors and Subcontractors*

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

6. CONTRACTORS POLLUTION LIABILITY (Occurrence Basis)

A. Limit of Liability \$1,000,000

B. Form must include coverage for natural resources damage

C. Minimum must include waiver of subrogation endorsement in favor of the City

D. Coverage must include transportation and loading and unloading.

L. General Indemnity.

1. Protection Against Losses. FOBB and its Contractors shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:

- a) Any breach by FOBB of the terms of this Agreement;
- b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
- d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.

- e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

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

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

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB represents and warrants to the City as follows:

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

V. DEFAULT

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

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

VI. TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. FOBB may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or FOBB have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.

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

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

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

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

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- M. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- N. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- O. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

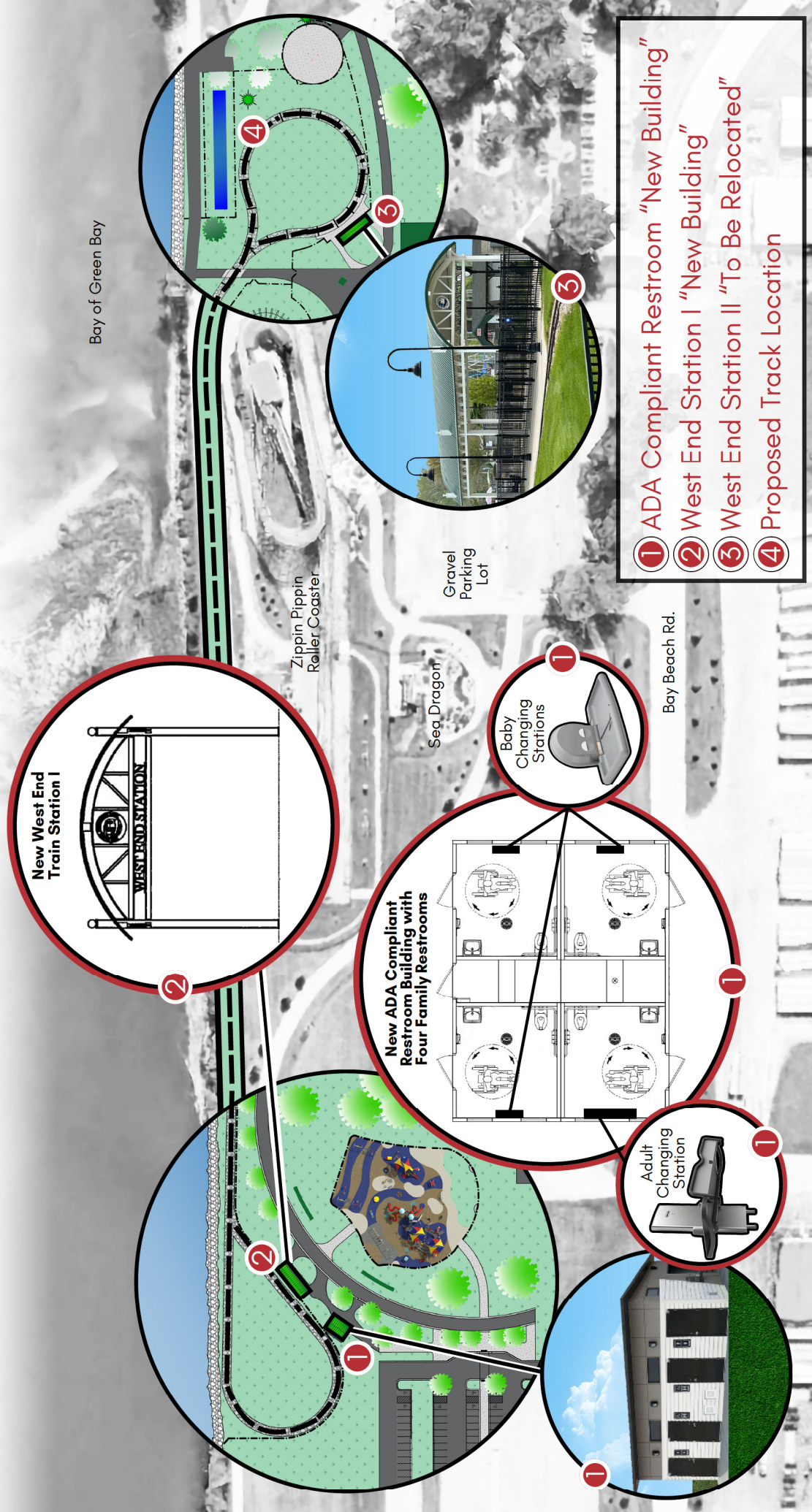
THE CITY OF GREEN BAY and FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

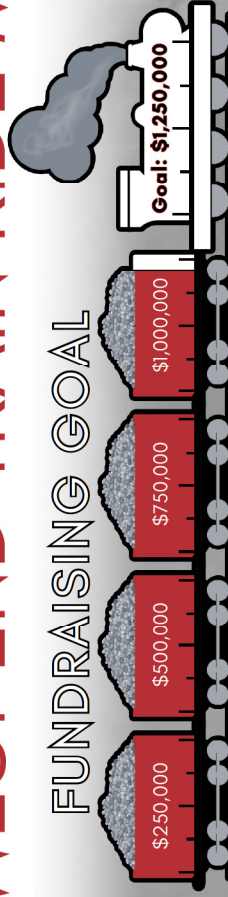
BAY BEACH AMUSEMENT PARK

WEST END TRAIN RIDE MODIFICATIONS



BAY BEACH AMUSEMENT PARK WEST END TRAIN RIDE MODIFICATIONS

FUNDRAISING GOAL



Project Goals

- ① Replace the West end tot train with a larger, wheelchair accessible passenger train with bench seating.
- ② Rebuild and extend the train tracks to the new all-accessible playground and West end parking lot.
- ③ Construct a new train depot and ADA compliant restrooms.
- ④ Relocate existing train depot to accommodate the new train track alignment.

Are You Interested in Donating?

Contact Dan Ditscheit, Parks Director:
(920) 448-3381 or
Dan.Ditscheit@geenbaywi.gov



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on the approval of an ordinance creating Section 28-8 of the Green Bay Municipal Code, relating to selling fermented malt beverages in public parks.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O

GENERAL ORDINANCE NO. 21-24

AN ORDINANCE
CREATING SECTION 28-8,
GREEN BAY MUNICIPAL CODE,
RELATING TO SELLING
FERMENTED MALT BEVERAGES IN PUBLIC PARKS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 28-8, Green Bay Municipal Code, is hereby created to read:

Intoxicants in public parks.

Consistent with Wis. Stats. § 125.06(6), this section hereby authorizes the sale of fermented malt beverages in public parks operated by The City of Green Bay, subject to the following provisions:

- (a) *Sellers.* The City of Green Bay and its officials and employees are permitted to sell fermented malt beverages in City parks. No person who is not an official of or employed by the City is permitted to sell fermented malt beverages in parks without a license or permit as outlined in Chapter 4 of the Green Bay Municipal Code.
- (b) *Intoxicants.* No type of alcohol or intoxicant which is not a fermented malt beverage shall be sold in a park.
- (c) *Containers.* All beverages shall be sold in unbreakable containers. Glass containers are not permitted.
- (d) *License.* The City is not required to obtain a license or permit to sell fermented malt beverages in public parks as outlined in this section.
- (e) *State provisions.* All other state provisions, including Wis. Stats. Ch. 125, shall apply to this section.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law
09/17/2024



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # F.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, SEPTEMBER 11, 2024**

PARK DIVISION

- Park crews continue to maintain ball fields for the fall ball season. Football fields and ultimate frisbee fields have been installed for the fall league season.
- The ballfield at Red Smith has been installed. A section of damaged backstop fencing will be repaired when the materials arrive.
- Park mowing crews continue to make the weekly rounds of the parks on the east and west sides of town. Beauty spots and RDA properties are also on the weekly route list.
- Most of our seasonal staff have left and returned to school for the fall season. There is still one seasonal staff member working mostly full time and a few others working one to two days a week, depending on their school schedule.
- Park caretakers continue to make daily rounds in the parks, opening bathrooms, picking litter and emptying trash cans. When in the parks they are also checking buildings to ensure they are secure.
- Park shelter rentals continue through the end of October.
- Park carpenters have finished up the playground builds at Lakeside and Brisk Park. The playground at Sullivan School has been removed and a new one is set to be installed the coming weeks.
- The pool season has come and gone for the 2024 summer. The three wading pools are in the process of being shut down for the winter. The aquatic centers will be shut down shortly after. Some off-season maintenance has already begun.
- Park landscape crews continue to prune and weed shrub beds around town. They are also working on several grass seeding projects.

FORESTRY DIVISION

- Forestry staff continue to grind stumps on the west side of the city. The area of the city, west of Hwy 41 to the western city limits is nearly complete.
- Occasional storms over the last month have required after hour storm response calls and subsequent tree removals and follow up work.
- Crews are pruning trees on both sides of the city and prioritizing traffic vision concerns.
- Forestry staff continue to work with IT staff on transferring our tree inventory to a GIS format.
- Tree nursery operations continue. Staff are busy staking, straightening and pruning trees, along with mulch and weed control.
- Staff is working on the 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 (EAB) were completed for the season. Staff treated approximately 1,800 ash trees this spring/summer. We anticipate the

infestation pressure from EAB to start to decline over the next few years. Our hope is to keep as many of the remaining ash street and park trees as we can.

- Crews continue working on removing trees for upcoming road and sidewalk projects.

DESIGN & DEVELOPMENT DIVISION

- Staff are working with the consultant on planning for the HVAC upgrades for the Bay Beach Amusement Park pavilion.
- The Friends of Bay Beach Amusement Park hired an engineering consultant to work on the planning for the West End Train expansion and proposed restroom.
- The engineering of the site work, shelter and stage is progressing at Leicht Memorial Park.
- Shipyard Phase 1 construction continues. Work is scheduled to be completed in the fall of 2024.
- Planning continues for the Joliet Park habitat restoration project.
- Staff are working with DPW on planning for the wetland project at East River Emilie Park.
- Farlin Park Phase 1 construction has started.
- The Wildlife Sanctuary parking lot expansion is nearing completion.
- The Joannes Park parking lot resurfacing will be completed soon.
- Parks 4-24 East River Trail – Main Street Plaza bids were not awarded due to the bids coming in over budget. Staff will re-evaluate the project and rebid it later this year.
- Construction begins soon for the Olde Preble Neighborhood Park walk and open shelter.
- Construction of the Seymour Park west stormwater development has started.
- A groundbreaking ceremony was held 8/27/24 for the JBS Park/Boulevard.

GREEN BAY CONSERVATION CORPS

- The 2023-2024 program year wrapped up August 30th. The next program year starts September 16th. We have 5 full-time and 5 part-time members starting this fall.
- Members completed weekly maintenance at all 26 native plantings across the park system.
- Crews removed invasive species across the park system including Dame's Rocket, Mullein, Thistle, and Hound's Tongue. In 2024, members removed over 1,300 gallons of invasive plant material!
- Crews planted over 16,000 native plants in 2024.
- Members planted 250 oak trees across the park system and started growing an additional 200 oak trees. These trees will be over-wintered at the Wildlife Sanctuary (WLS) and planted next spring in the parks.
- Staff and members identified Rusty Patched Bumble Bee at 6 different locations. These were the first documented sightings at their respective locations. This information accounts for over 70% of all sightings in the city since 2010.

- Members joined forces with the NCCC crew hired by the Baird Creek Preservation Foundation to remove buckthorn at the Baird Creek Greenway. Members spent 2 days assisting the NCCC crew and were able to complete all targets.
- Members mapped a potential ½ mile loop trail at Red Smith Park. It is expected that the trail will be installed in 2025 to allow better access into the woods at the park.
- Crews partnered with Astor Neighborhood Association and Wild One's to reinvigorate the pollinator planting at Kueller Place. This fall, the NA will donate plants to replace the goldenrod removed to increase diversity and sightlines.
- Crews trimmed the trails at Fritsch Park and He-Nis-Ra for encroaching vegetation.
- Interviews for the new staff person are scheduled for September 9th. This position would oversee the expansion of the AmeriCorps program into the Community Corps.
- Staff attended a grant writing workshop hosted by AmeriCorps to prepare for the upcoming grant cycle. Grants are due mid-October.

RECREATION DIVISION

- The adult fall softball leagues began August 19th. We are offering co-ed slow-pitch, men's slow-pitch and men's modified softball leagues at Beaver Dam Park. We have 27 teams registered for the season which will run on Mondays and Tuesdays through mid-October.
- We are currently taking registrations for table tennis leagues which will be held on Wednesday evenings beginning October 2nd at Franklin Middle School. We have 4 participants currently registered.
- Fall permits have been issued for the youth baseball, cross-country, football, soccer, tennis, and Ultimate Frisbee programs.
- We are currently taking registrations for the adult basketball leagues which are scheduled to begin November 6th.
- The adult football leagues have begun. Leagues are played on Thursday nights at East River Van Beaver and Ted Fritsch Parks through mid-October. We have 10 teams registered.
- Kiddie Karnival was held on August 1st. We celebrated 100 years of our playground program. The theme this year for Kiddie Karnival was "the last 100 years". Some themes that were featured at Kiddie Karnival are Hawaii becoming a state, Barbie Dream House, 1980 hair bands, and 1924 Paris Olympics.
- The Howling Halloween Hike will take place on Friday, October 25th. This year, we will offer two sessions to allow more people to participate in this popular event. Registration opens on September 9th. We are currently accepting business & organization partner requests.

AQUATICS

- The 2024 pool season concluded on August 22nd with the closure of Resch Aquatic Center. Attendance was up from the 2023 season at all three facilities. We saw a total attendance of 47,000 people which is a 16% increase from last season. Our concession and admission revenue increased slightly from 2023 as well.

BAY BEACH AMUSEMENT PARK

- Staffing
 - We have lost a large portion of our staff due to the start of the school year.
 - Job offer cards for next year will be sent out in late September/early October.
- Concessions and shelters
 - We have had a record season for concessions and souvenirs.
 - Shelter rentals remained strong through Labor Day weekend.
- Rides
 - Nebulaz: Staff is working with the manufacturer, Zamperla, to address the current gear box issues.
 - Sea Dragon: Staff is working with Hydraulic Solutions on valve replacement.
- Inclusive Playground
 - Working on donation "plaque".
 - We have seen steady use during the week while the park is closed.
- Events
 - Hosting a history talk and tour for a local group of retirees on September 10th.
 - With Preble Optimists, we will be hosting our annual night for children with special needs.
 - A celebration of recovery event will be held on September 14th.
 - Annual craft show will be held at the main pavilion on Saturday, October 5th.

Metro Boat Launch

- Weekends continue to be busy, especially with the nice weather.

Triangle Sports Area

- Rentals continue.
- Disc golf is being used with the nice weather.

WILDLIFE SANCTUARY

- On September 8 we showcased our two new otters, Renee and Caesar, to the public. Several hundred people attended the event. To celebrate these new residents at the park we are hosting Ottoberfest Otter Odyssey throughout September every Sunday from 2:00-2:30 pm and every Thursday from 11:00-11:30 am.
- Wildlife Sanctuary summer programming is winding down with daily free public programming. The programming has been very well received and attended. The summer camp offerings were nearly full throughout the summer.
- Work on a large-scale paving project is nearly completed. We are expanding the Nature Center Parking lot and repave many of the drives and walks.
- Classes have begun for the WLS's OAK 4K program. We are happy to welcome back the complete team from last year and are on track to reach full enrollment.
- Several beautification projects are underway. WLS Seasonal Maintenance Employees (SME) are working hard to improve aesthetics. Also, a HUGE effort

including many plantings, as well as invasive removal continue at WLS's 535 acres with the help of the Green Bay Conservation Corps. This group has made a noticeable impact on many Green Bay parks, noticeably so at the sanctuary. A BIG thanks to Maria, Andy and the whole crew.

ADMINISTRATION

- Reservations for shelter rentals are open for the season and available online, by phone, or in person in our office.
- Staff are continuing to support special event requests.
- The 2024 hiring of seasonal staff continues for our upcoming fall and winter season.
- The Brown County Annual Boat Launch Permits are available for 2024 in our office.
- Gift cards are available to purchase by phone and will be mailed, or in person in our office.
- Metal Detecting Permits are available for purchase online, or in person in our office.
- A total of 1,469 pool passes were sold and distributed by Admin staff this season.
- Staff are working on adult basketball and table tennis registrations.
- Registration is currently open for Youth Basketball Skills.
- Posted social media events, programs, and information.
- Fall advertising, guides and brochures are being drafted and prepared for print and publication.
- At the time of this report, we anticipate the Howling Halloween Hike to be sold out shortly after it opens for registration on Monday, September 9th.