

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
PARKS AND RECREATION BOARD
Smith Park Pavilion
301 Park Street, Menasha**

August 13, 2012

6:00 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Minutes of the July 9, 2012 Park Board Meeting](#)
- D. PUBLIC COMMENT ON ANY MATTER RELATED TO CITY PARKS AND RECREATION
Five (5) minute time limit for each person
- E. REPORT OF DEPARTMENT HEAD/STAFF/OR CONSULTANTS
 - 1. Department Report – PRD Tungate
 - 2. Park, Pool and Vandalism Report – PS Maas
- F. DISCUSSION
 - 1. [Recommendation for Army Reserve Buildings and Property \(photos available at meeting\)](#)
 - 2. Heckrodt Wetland Reserve Fence Proposed Along Friendship Trail (aerial photo available at meeting)
 - 3. [Letter from Paul and Julie Feider – Concerns about Municipal Beach](#)
 - 4. Vending in Parks Update – PRD Tungate
- G. ACTION ITEMS
 - 1. None
- H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA
Five (5) minute time limit for each person
- I. ADJOURNMENT

CITY OF MENASHA
Parks and Recreation Board
Barker Farm Park – 2170 Plank Road, Menasha
July 9, 2012
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order by Chr. Dick Sturm at 6:06 p.m.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Ald. Kevin Benner, Sue Pawlowski, Ron Suttner, Nancy Barker, Luke Schiller, Lisa Hopwood

MEMBERS EXCUSED:

OTHERS PRESENT: PRD Tungate, PS Maas, Don Allen, Dan and Mindy Cibrario (Jazzfest)
Dan Rippl (Seafoodfest)

C. MINUTES TO APPROVE

1. **Minutes of the May 14, 2012 Park Board Meeting**

Motion by S. Pawlowski, seconded by L. Schiller to approve the minutes of May 14, 2012, motion carried.

2. **Minutes of the June 12, 2012 Park Board Meeting**

Motion by S. Pawlowski, seconded by L. Schiller to approve the minutes of June 12, 2012, motion carried.

D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

Five (5) minute time limit for each person.

1. No one spoke.

E. REPORT OF DEPARTMENT HEADS/STAFF/YOUTH LIAISON OR CONSULTANTS

1. **Department Report – PRD Tungate**

Work has been done on refining the emergency response plan at the pool. Input has been received from the Health Dept and all EMS responders. Pool has been busy with the warm temperatures and all the program changes that were implemented this year.

2. **Park, Pool and Vandalism Report – PS Maas**

July 4 fireworks went well, minimal clean up, sinkhole repaired in Jefferson Park, bathroom wall painted at Barker Farm Park.

3. **Introduction of Don Allen, Summer Program Supervisor, and Summary of Summer Programs**

A general discussion was had on the state of summer recreation programs. Trends in program registration and how to better advertise city program services were the main topics. Don has been with the city for several years and continues to do a good job with overseeing the summer programs.

F. DISCUSSION

1. **Park Score Project – Explanation by PRD Tungate**

Community Development intern Mike Hopfensperger took time to calculate a “score” on how the city’s park system ranks in the areas of acreage, spending per resident, playgrounds per 10,000 and convenience of access to parks. A score is measured on a 1-5 scale of. Five being the highest. The city’s score is a four. The biggest area of potential improvement was in the area of

spending per resident. The median amount was \$85, where the city was around \$53 per resident based on 2007-2009 budgets.

2. **Redraft of Park Donation Policy – PRD Tungate**

The Board liked the redraft and is awaiting passage of an overall city donation policy before taking any action on this policy.

3. **Draft of Park Vendor Policy – PRD Tungate**

Some questions were asked about how vendors should pay for locating in a park and who gets to determine when they will be there or not. The policy will be reviewed again next month.

4. **Street Eats Mobile Restaurant Update – PRD Tungate**

As recommend by the Board last month, Street Eats was allowed to set up near the pool in picnic area #3 on a trial basis. His schedule has been Tues, Thurs and Sunday from 4:30 to 8:00 pm. Sales have not been very good and Tuesdays have been eliminated. Street Eats is paying to rent picnic area #3 and has met all city requirements for insurance and food licensing.

5. **Future of Army Reserve Buildings – PRD Tungate**

CA Captain has had some recent conversation with a person from the Dept of the Army regarding the Reserve building. The Mayor has asked that the Park Board make a recommendation on what to do with the buildings. While it does not appear imminent that the use of the property will returned to the city, the Mayor would like a recommendation to be in place when it does. The Board asked if PRD Tungate could arrange for some type of tour of the buildings.

G. ACTION ITEMS

1. **Certificate of Completion, Community Tree Management Institute,**

Motion by L. Hopwood, seconded by L. Schiller commending PS Maas on his completion of this training, motion carried.

2. **Approve Seafoodfest to be held September 7-8, 2012 in Jefferson Park – Dan Rippl**

Motion by Ald. K. Benner, seconded by N. Barker to approve this event. Dan Rippl stated that all the Rotary clubs are committed to returning some amount of funding to improvements at Jefferson Park- the home of their event. Motion carried.

3. **Approve Jazzfest to be held August 31-September 2, 2012 in Jefferson Park – Dan Cibrario and Mindy Cibrario**

Motion by Ald. K. Benner, seconded by N. Barker to approve this event. Parking on the grass was discussed and organizers will be invited to next month's meeting. Motion carried.

4. **Recommend 2012-2016 Open Space and Recreation Facilities Plan, Including a Supporting Resolution**

Motion by L. Schiller, seconded by R. Suttner to approve this plan and resolution and recommend it to the Common Council. Motion carried.

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person

1.

I. ADJOURNMENT

Moved by Ald. Benner, seconded by N. Barker to adjourn at 8:12 p.m. Motion carried.

From: [Brian Tungate](#)
To: [Kristi Heim](#)
Subject: FW: armory evaluation
Date: Wednesday, August 08, 2012 10:54:44 AM

[Add this email to the Park Board agenda, thanks](#)

From: Adam Alix
Sent: Tuesday, August 07, 2012 4:23 PM
To: Brian Tungate
Cc: Mark Radtke
Subject: armory evaluation

Hi Brian,

Well having walked thru the facility and had an opportunity to think about the issues seen and suspect, I'm of the opinion that it would take a substantial amount of money to get the building habitable again and even more so to provide for its long term use.

With the building having been unheated for the past several winters and with the building not been winterized I suspect that there are issues with burst pipes based on the mold visible on the walls in the North restroom. And to make matters worse there doesn't appear to be any plumbing chases or access, at least easily accessible, to pipes to inspect or eventually to make repairs.

Likewise the building was heated with a boiler system and according to Ray the system was not drained or moth balled for future use. I too suspect that there will be issues with the system's plumbing even if the boiler were to fire up and burn.

So even after we are able to provide heat and plumbing for the facility there are other concerns that will need to be addressed in the near future. One being the roof. Granted we did not bring a ladder but Ray indicated that he believed the roof was original, a built up asphalt and tar roof. Even though there didn't appear to be any significant leaks inside I'm sure we would need to replace the roof soon.

And then there are concerns with the structure itself. There is evidence of significant settling throughout the entire facility as several of the room's floors have sunk from their original elevations. The crack in the main hallway between a controlled joint shows that there was quite a bit of movement as the crack isn't only on the mortar joint but the blocks themselves are cracked and broken too. I suspect the building will continue to move/settle due to the unstable soil conditions as I believe the site was once a landfill prior to the Armory being located there.

In addition if we intend to use the facility we would need to then plan for the handling of the suspected asbestos within the facility. Based on the approximate date of the construction the floor tile/mastic and the piping insulation more than likely have asbestos fibers in them and will eventually need to be abated and replaced. Regardless the asbestos will need to be abated even if the facility is demoed however we'll be funding this abatement plus the replacement of tile and insulation if we decide to keep and use the building.

In summary this facility is very much like several of the City's current buildings that we are struggling to obtain the funds to adequately maintain them. So why we would want to add yet another facility that will only add to this our already limited funding?

Adam

Renewal of Lease No.
DA-11-032-ENG-2281

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

Omaha District
Lease No. ~~DAGA43-5~~ 79-00482
Using Service: Army Reserve

LAND LEASE
BETWEEN
THE CITY OF MENASHA, WISCONSIN
AND
THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 18th day of April in the year one thousand nine hundred and seventy nine (1979) by and between the CITY OF MENASHA, WISCONSIN, whose address is City Office Building, 175 Main Street, Menasha, Wisconsin, and whose interest in the property hereinafter described is that of owner for itself, its successors, and assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter set forth covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises, viz:

Commencing at the intersection of the North right-of-way line of Brighton Road (Third Street extended) and the East line of Section Fourteen (14), Township Twenty (20) North, Range Seventeen (17) East of the Fourth (4) Principal Meridian, City of Menasha, County of Winnebago, State of Wisconsin; thence Southwesterly along said right-of-way line a distance of Seventy (70) feet to a point; thence Southeasterly at right angles to said North right-of-way line a distance of Sixty-six (66) feet to a point on the South right-of-way line of said Brighton Road which is the point of beginning; thence Southwesterly along the South right-of-way line a distance of Four Hundred (400) feet to a point; thence Southeasterly at right angles to said South right-of-way line a distance of Two Hundred Seventy-five (275) feet to a point; thence Northeasterly along a line parallel to and Two Hundred Seventy-five (275) feet Southerly of said South right-of-way line a distance of Three Hundred Forty-five (345) feet to a point; thence Northeasterly a distance of Eighty-five and Fifteen One-hundredths (85.15) feet to a

point on a line at right angles with said South right-of-way line through the point of beginning; thence Northwesterly at right angles to said South right-of-way line a distance of Two Hundred Ten (210) feet to the point of beginning, containing Two and Forty-eight Hundredths (2.48) acres, more or less, as outlined in red on the map attached hereto, marked Exhibit "A", and made a part hereof.

to be used for the construction of Army Reserve Corps Armory buildings and appurtenances.

2. TO HAVE AND TO HOLD THE said premises for the term beginning 1 May 1979 through 30 April 2004, unless and until the Government shall give notice of termination in accordance with provision 7 hereof, and provided that the Government at its option shall have the right to renew this lease for an additional twenty-five (25) year period, extending through 30 April 2029.

3. The Government shall pay the Lessor as rent the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which is hereby acknowledged, for the full term of this lease and any renewal period thereof.

4. The Government shall have the right, during the existence of this lease to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures or signs, so placed in, upon or attached to said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall, prior to commencement of construction of the Armory, furnish a complete set of final plans and specifications thereof to the Lessor, with the understanding that the Government will comply with building codes as to safety, sanitation and building lines.

5. The Government shall have all necessary convenient rights of ingress and egress to and from the leased premises, and the right to construct such ingress and egress road or roads or driveway or driveways as is necessary from the improved portion of Brighton Road to the northerly boundary of the leased premises.

6. The Government shall have the right to construct and install connecting lines and connect to such utility facilities as shall be available and necessary to serve the leased premises.

7. The Government may terminate this lease at any time by giving Sixty (60) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

8. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at City Office Building, 175 Main Street, Menasha, Wisconsin, and if given by the Lessor shall be addressed to District Engineer, Omaha District, Corps of Engineers, 6014 U.S.P.O. and Courthouse, Omaha, NE 68102.

9. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall within 90 days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good

condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least 30 days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate, personal property (if any be demised herein), or both Real and Personal Property. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement.

10. It is further understood and agreed by and between the parties hereto that restoration of the premises, if required by the Lessor, as contemplated by paragraph 9 above, will extend only to the Government's installations to be placed on the said premises, and will not, in any event, include restoration of the topography or surface features of the lands, excepting, however, that in case of removal of the Government's installations requiring excavating, or excavations, such as might be required for foundation removal, the area so excavated by such removal, or removals, will be backfilled to the approximate elevation or elevations, of the adjacent lands.

11. The Lessor in performing the work required by this lease or any supplements thereto, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

12. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annual this lease with liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall until the expiration of three years after final payment of the agreed rental, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this lease.

14. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. GRATUITIES: (a) The Government may, by written notice to the Lessor, terminate the right of the Lessor to proceed under this Lease if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Lessor, or any agent or representative of the Lessor, to any Officer or employee of the Government with a view toward securing a Lease or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such Lease; provided, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this Lease is terminated as provided in paragraph (a) hereof, the Government shall be entitled (I) to pursue the same remedies against the Lessor as it would pursue in the event of a breach of the Lease by the Lessor and (II) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this lease.

18. DEFINITIONS: The term "Secretary" means the Secretary, the Under Secretary, or any Assistant Secretary of the Department and the head or any assistant head of the executive agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Secretary. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Signed and sealed in the presence of:

CITY OF MENASHA, WISCONSIN

John B Smith
(Witness)

Victor V. W. ...
(Lessor)

912 London St.
Address of Witness

THE UNITED STATES OF AMERICA

(Witness)

By Kenneth W. Chelf
4 MAY 1979
KENNETH W. CHELF
Chief, Real Estate Division
Omaha District, Corps of Engineers

Address of Witness

CERTIFICATE

I, *Raymond C. Zulinski* certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that VICTOR V. WIECKI who signed said lease on behalf of the Lessor, was then Mayor of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Raymond C. Zulinski (Corporate)

(Seal)

**Paul and Julie Feider
1525 Brighton Beach Rd.
Menasha, WI 54952**

June 26, 2012

Dear Vince,

I write to let you know that we are still having difficulties with people from Municipal Park coming on our property. We spoke last year of widening the beach at Municipal Park so that people swim in the water in front of the park in stead of swimming all on the east side of the park and then in front of our land and using our dock as a diving board. Nothing has been done in this regard and the problem continues.

I write to ask you again if you could please address this situation. If you do not wish to widen the beach so people use the water in front of the park for swimming, would you please put a buoy along the east side about 150 feet out in the water and then put a rope with floaters on from the property line out to the buoy to mark the east side of the swimming area. I have seen other cities mark swimming areas with such a designation. Then at least we would have some privacy. We pay taxes for lake property but most of the summer our lake property is overrun with park people. They use our dock and even come up on our land.

Please address this issue soon so that we can use our beach this summer. Thank you.

Paul and Julie Feider

Tel. 920-538-2285

Call Dan 450-2886

SIGN
BUSTEY
CHECKED BUT
ZEBRA
MUSSELS