

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  
Council Chambers, 3<sup>RD</sup> Floor City Hall  
140 Main Street, Menasha**

**February 8, 2010**

**6:00 PM**

**AMENDED AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Minutes of the January 11, 2010 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 HEADS/STAFF/YOUTH LIAISON OR CONSULTANTS
  - 1. Youth Liaison to Park Board – Introduction of Kirstyn Kennedy
  - 2. Park Project and Vandalism Report – PS Maas
  - 3. [Copy of Army Reserve Building Lease](#)
  - 4. Regional Park Update – PRD Tungate
  - 5. Update on WE Energies Abby Street Site – PRD Tungate
- F. DISCUSSION
  - 1. **Memorial Building – Ron Suttner**
- G. ACTION ITEMS
  - 1. [Request to Cut Identified Diseased or Damaged Trees – PS Maas](#)
  - 2. [Agreement with Neenah-Menasha YMCA for 2010 Grunski Runski](#)
  - 3. [Revision to Ordinance 12-1-12 Selling Merchandise in Parks and Public Grounds](#)
  - 4. [Draft Resolution Dealing with Ordinance 12-1-12](#)
- 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**  
**Council Chambers, City Hall – 140 Main Street**  
January 11, 2010  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

Meeting called to order by Chr. D. Sturm at 6:02 PM.

**B. ROLL CALL/EXCUSED ABSENCES**

MEMBERS PRESENT: Chr. D. Sturm, Ald. Joanne Roush, Ron Suttner, Lisa Hopwood, George Korth, Tom Konetzke, and Nancy Barker

MEMBERS EXCUSED: None

OTHERS PRESENT: PRD Tungate, PS Maas and Mike King – *The Post-Crescent*

**C. MINTUES TO APPROVE**

1. **Minutes of the December 14, 2009 Park Board Meeting**

Moved by G. Korth, seconded by Ald. Roush to approve the minutes of the December 14, 2009 Park Board meeting. Motion carried 7-0.

**D. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Five (5) minute limit for each person.

1. None

**E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS**

1. **Park Project and Tree Update and Vandalism Report – PS Maas**

PS Maas reported on the following park related projects: holiday lights taken down, working on new Resthaven and Conservancy sign, flooding ice rink, flooding truck has mechanical problems, building new picnic tables, ski trail grooming, trail grooming machine is a 1979 model and more mechanical problems occurring, chip berm by Heckrodt has been removed, berm will be rebuilt and planted next spring as part of the trail lighting project, upstairs of Memorial Building will be painted, some terrace tree removals occurring.

2. **Youth Involvement on Park Board – PRD Tungate**

PRD Tungate reported on a successful contact with a junior at Menasha High School that is interested in assisting the Park Board on youth related issues and projects. Kirstyn Kennedy will be invited to next months meeting. The Board agreed that a youth related topic should be placed on the Board's agenda each month. The Board discussed several ways Ms. Kennedy could assist the Board and department staff.

3. **Regional Park Update – PRD Tungate**

PRD Tungate updated the Board on the Regional Park. CDD Keil and PRD Tungate have attempted but have not yet met with the landowners. An appraisal has been completed. The goal is to reach some agreement with the landowner and bring an offer to purchase for all three entities to approval in the coming months. Board members felt this land acquisition was a top priority and encouraged staff to take the necessary steps to make it happen.

**F. DISCUSSION ITEMS**

1. **Army Reserve Building – Requested by Nancy Barker**

At the request of N. Barker, PRD Tungate gave a brief history of his attempts to find out when or if the Army Reserve building and property would come to the City. N. Barker seemed willing to do some further checking on this through some of her contacts. The item will again be placed on next months agenda.

2. **Status of Ordinance 12-1-12 Relating to Park Sponsorship Signage and For Profit Events**

CA Captain has met with PRD Tungate regarding a revision to Ordinance 12-1-12. The change will make it possible for the Board to consider sponsorship signage and some for-profit events in

the parks, provided there is some financial benefit to the city. The ordinance should be ready for Board review next month.

3. **Availability of WE Energies Abby Street Substation Site – Referred by Plan Commission**

The Plan Commission referred the possible availability of approximately 1.4 acres of property immediately south of the Neenah/Menasha water treatment plant with frontage on Little Lake Butte des Morts. Some members felt the site could have merit as a dog park; however, the size was a concern. There appeared to be a possibility of adding some additional size to the parcel, if the treatment plant were to make available some adjacent land that they own. WE Energies could be interested in donating the property. Staff will investigate the site further and report back next month.

**G. ACTION ITEMS**

1. **Election of Officers for 2010**

Moved by G. Korth, seconded by N. Barker to nominate Dick Sturm as Park Board Chairman for 2010. Nominations were closed.

Moved by R. Suttner, seconded by N. Barker to nominate Tom Konetzke as Park Board Vice-Chairman for 2010. Nominations were closed.

On a unanimous ballot, both people were elected to their respective positions.

**H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA**

Five (5) minute time limit for each person.

1. None

**I. ADJOURNMENT**

Moved by G. Korth, seconded by R. Suttner to adjourn at 7:24 PM. Motion carried 7-0.



REPLY TO  
ATTENTION OF

DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, OMAHA DISTRICT  
106 SOUTH 15<sup>TH</sup> STREET  
OMAHA NE 68102-1618

February 23, 2004

Real Estate Division

SUBJECT: Renewal of Land Lease No. DACA45-5-79-00482, Brighton, Menasha, Wisconsin - U.S. Army Reserve

Ms. Joan Smogoleski, City Clerk  
The City of Menasha  
City Office Building  
140 Main Street  
Menasha, Wisconsin 54952-3190

RECEIVED  
FEB 25 2004

CITY OF MENASHA  
BY JS

Dear Ms. Smogoleski:

Enclosed are the original and two copies of subject land lease renewal. The land lease provides for a renewal period of an additional 25-years for use by the Army Reserve.

If this land lease meets with your approval, request the Mayor, Joseph F. Laux, sign the original and two copies, have his signature witnessed, and return the original and one copy in the enclosed envelope. It is also requested that the "Certificate" at the bottom of page 4 of the lease be signed by you, certifying that Joseph F. Laux is the Mayor of the City of Menasha, Wisconsin, and authorized to sign the land lease for and in behalf of the City. The **date at the top of the lease will be inserted by the Government contracting officer**, and a fully executed copy of the land lease will be returned to you.

Please contact me at 402-221-4377 if you have any questions regarding this matter.

Sincerely,

Laura G. Hall  
Realty Specialist  
Acquisition Branch  
Real Estate Division

Enclosures

ORIGINAL

DEPARTMENT OF THE ARMY  
Corps of Engineers

LEASE NO. \_\_\_\_\_

CIV. ENG NORTHWESTERN DIVISION

Renewal of DACA45-5-79-00482

Using Service: Army Reserve

OMAHA DISTRICT

LAND LEASE

BETWEEN

THE CITY OF MENASHA, WISCONSIN

and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2004  
and between THE CITY OF MENASHA, WISCONSIN

whose address is City Office Building, 140 Main Street, Menasha, Wisconsin 54952-3190,

and whose interest in the property hereafter described is that of owner for itself, its administrators, successors and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

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

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

A tract of land situated in the E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 14, Township 20 North, Range 17 East of the Fourth Principal Meridian, City of Menasha, Winnebago County, Wisconsin, being more particularly described as follows:

Commencing at the intersection of the Northerly Right-of-Way line of Brighton Road (Third Street extended) and the East line of said Section 14; thence Southwesterly along said Right-of-Way line, 70.00 feet; thence Southeasterly at right angles to the left, 66.00 feet to the Southerly Right-of-Way line of said Brighton Road and the POINT OF BEGINNING; thence South 73°29'58" West along said Southerly Right-of-Way line, 400.00 feet; thence South 16°30'02" East, 275.00; thence North 73°29'58" East, 249.38 feet; thence North 23°44'08" East, 233.19 feet; thence North 16°30'02" West to the POINT OF BEGINNING. The tract of land herein described contains 2.21 acres, more or less, as outlined in yellow on the map attached hereto, marked EXHIBIT "A", and made a part hereof.

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

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 May 2004 through 30 April 2029, unless and until the Government shall give notice of termination in accordance with provision 8 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 2054.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Any notice under the terms of this lease shall be in writing and 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, 140 Main Street, Menasha, Wisconsin 54952-3190, and if given by the Lessor shall be addressed to Omaha District Corps of Engineers, Real Estate Division, 106 South 15th Street, Omaha, Nebraska 68102-1618.

10. 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 with 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 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 supplement agreement hereto effectuating such settlement. ✓

11. 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 10 above, will extend only to the Government's installation 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.

12. 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.

13. 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 annul this lease without liability or in its discretion to deduct from the lease price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

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. (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 of the Army 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 determination with respect to the performing, of such lease; provided, that the existence of facts upon which the Secretary of the Army 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 could 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 of the Army 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.

16. The Lessor agrees that the Comptroller General of the United States or any duly authorized representative shall, until the expiration of three (3) 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.

17. 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:

In presence of: City of Menasha, Wisconsin

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Joseph F. Laux, Mayor

\_\_\_\_\_  
ADDRESS OF WITNESS

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_

(IF LESSOR IS A CORPORATION, THE FOLLOWING CERTIFICATE SHALL BE EXECUTED BY THE SECRETARY OR ASSISTANT SECRETARY.)

I, \_\_\_\_\_ certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that Joseph F. Laux who signed said lease on behalf of the Lessor, was then 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.

\_\_\_\_\_  
City Clerk (Corporate Seal)





























**CITY OF MENASHA  
NEENAH-MENASHA YMCA  
SPECIAL EVENTS AGREEMENT**

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Event: Otto Grunski 2 Mile/10 K Run/Walk and Kidski Runski (or mutually agreed to name)

Date: Saturday, August 14, 2010

Purpose of Agreement:

For the City of Menasha Parks and Recreation Department and Neenah/Menasha YMCA to collaborate in all aspects of putting on the Otto Grunski Runski (including the Kidski Runski). Together, these two events will be defined as one event as referenced below. The goal of this partnership is to enhance an existing healthful, family oriented event and to increase revenues that will be distributed equally between both organizations.

YMCA Responsibilities:

1. The YMCA will organize, market, staff and run a Kidski Runski fun run on the Friday night before or Saturday of the race.
2. The YMCA will serve as the mailing resource for event promotions in order to take advantage of lower rates.
3. The YMCA will provide (2) staff to serve in an event planning capacity.
4. The YMCA will work with City of Menasha staff to identify and secure event sponsors. The YMCA will provide materials and guidance, but will not make any direct requests.
5. The YMCA will provide (1) one themed water station, staffed by (2) two volunteers, along the Grunski race route. The YMCA will provide volunteers, decorations and tables. Water and cups will be reimbursed. The YMCA will provide a minimum of (4) four additional Grunski race volunteers.
6. The YMCA will assist in the development of race promotional materials for the event and will assist in the marketing of the event. Methods of promoting the event must be agreed in writing in advance by both organizations.

Compensation/Budget

1. Event planning staff from the YMCA and City of Menasha will agree on an event budget, with the intent of reducing expenses wherever possible.
2. This agreement acknowledges there may be a need for either organization to reimburse one another for some unique expenses related to the event.
3. The YMCA and City of Menasha will equally split all the expenses (except paid staff) within the agreed upon event budget associated with conducting the event.
4. The YMCA and the City of Menasha will receive an equal split of any net revenue from the event.

This agreement is for one year only and will be evaluated by both parties after the event.

\_\_\_\_\_  
City of Menasha Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Neenah-Menasha YMCA Representative

\_\_\_\_\_  
Date

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 12, CHAPTER 1, SEC.12-1-12 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

## **Title 12 – Parks and Navigable Waters**

### **CHAPTER 1** Park Regulations

#### **SEC. 12-1-12 SELLING OF MERCHANDISE IN PARKS AND PUBLIC GROUNDS.**

- (a) **SALES AND SOLICITATION FOR SALES PROHIBITED WITHOUT PERMIT.** ~~No merchandise, food or other concessions may be sold individuals or non-profit organizations for profit in City parks. No person shall sell or offer for sale any service, food, refreshment, article, merchandise or thing, nor solicit for or pursue any trade, occupation, business or profession, within any park, without first obtaining a written permit from the Director of Parks and Recreation or designee.~~
- (b) **SALES PERMITTED.** ~~All organizations which desire to sell food, merchandise or concessions to carry on their non-profit programs in City parks must first display to the satisfaction of the Director of Parks and Recreation evidence that such organization has received a tax-exempt status from the Wisconsin Department of Revenue.~~
- (c) **RULES AND REGULATIONS.** ~~Times and areas to be served, as well as the types of merchandise to be sold, shall be as determined by the Parks and Recreation Board and then by a permit only. The Parks and Recreation Board is directed to enact any and all reasonable rules and regulations to carry out the intent of this Section. Park facility sponsorships through signage or other means of recognition may be considered.~~
- (d) **EXCEPTIONS.** ~~This Section shall not apply to the selling of fermented malt beverages in the parks in the City of Menasha where a license has been granted by the Common Council. Such license shall imply the selling of food and merchandise usually associated with the selling of non-alcoholic beverages, food by a non-profit organization having a tax-exempt status. This Section shall not apply when the Mayor permits the same by issuing a proclamation in regard to an events of a community-wide interest that does not involve the sale or serving of alcoholic beverages.~~
- (e) **FEES.** Fees for the permits described above shall be recommended by the Parks and Recreation Board from time to time to the Common Council.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

RESOLUTION R-\_\_\_\_-10

A RESOLUTION CREATING A SCOREBOARD FUND WITH PROCEEDS FROM FOR-PROFIT EVENTS, THE SALE OF FOOD OR MECHANDISE AND SPONSORSHIP AGREEMENTS WITHIN CITY PARKS.

Introduced by Alderman Roush.

WHEREAS, The City of Menasha is committed to maintaining a quality system or parks for its residents; and,

WHEREAS, the City of Menasha desires to develop alternative funding sources to partially offset future park operations and capital improvements; and,

WHEREAS, the Parks and Recreation Board, under authority conferred in Section 27-79(E)(1) of the City Code shall enact reasonable rules relative to this resolution that will protect the integrity of the city park system for public enjoyment; and,

WHEREAS, a segregated fund will be established and maintained by the City Comptroller, that will hold any proceeds collected from for-profit events, sale of food or merchandise or sponsorship agreements; and,

WHEREAS, the Common Council will have complete discretion in determining how monies in this fund shall be spent; and,

NOW, THEREFORE, BE IT RESOLVED THAT the Menasha Common Council adopts this resolution.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST:

\_\_\_\_\_  
Deborah A. Galeazzi, City Clerk