

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, 3RD Floor City Hall
140 Main Street, Menasha**

April 12, 2010

6:00 PM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Minutes of the March 8, 2010 Park Board Minutes](#)
 - 2. [Minutes of the March 29, 2010 Park Board Minutes](#)
- 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. MHS Fastpitch Club – Batting Cage Report – PRD Tungate
 - 4. JazzFest Representative to Attend May Meeting
 - 5. [Army Reserve Building Lease and Update](#) – PRD Tungate
 - 6. Regional Park Update – PRD Tungate
- F. DISCUSSION
 - 1. [Hart Park Update – CPO Aaron Zemlock, PRD Tungate](#)
 - 2. [Parking for Marina Patrons](#) – G. Korth
 - 3. Abby Street Site Update – N. Barker
- 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
Memorial Building – 640 Keyes Street, Menasha
March 8, 2010
DRAFT MINUTES

A. CALL TO ORDER

Meeting called to order by Chr. D. Sturm at 6:01 PM.

B. ROLL CALL/EXCUSED ABSENCES

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

MEMBERS EXCUSED: None

OTHERS PRESENT: PRD Tungate, PS Maas, Tom Robinson, Cliff Fischer and Jon Straus from Post 2126 VFW Group

C. MINUTES TO APPROVE

1. **Minutes of the February 8, 2010 Park Board Meeting**

Moved by G. Korth, seconded by R. Suttner to approve the minutes of the February 8, 2010 Park Board meeting. Motion carried 7-0.

2. **Revised Minutes of the January 11, 2010 Park Board Meeting**

Moved by T. Konetzke, seconded by G. Korth to amend the word "eh" to "the" in paragraph E.1 in the January 11, 2010 meeting minutes. 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. **Youth Liaison to Park Board – Introduction of Kirstyn Kennedy**

Youth Liaison was absent, no report given.

2. **Park Project and Vandalism Update – PS Maas**

PS Maas reported ice making has ended, tree trimming has been a priority. Three vandalism incidents at Hart Park; approximate cost of repairs was \$420.00 including labor and materials.

3. **Original Copy of Army Reserve Building Lease**

N. Barker will try and visit the new Army Reserve building in Neenah and inquire about the status of the Menasha's Reserve Building. Staff is seeking to locate the original lease and should have it for next month's meeting.

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

Staff is close to sending an offer to purchase to the landowners of a possible regional park. The process has been slowed somewhat because of the need to address questions by two other municipalities. Board members asked about grant deadlines and suggested greater urgency be placed on this matter.

5. **Gilbert Site Update – PRD Tungate**

Staff, the developer and the engineering firm of Vierbicher and Associates have been working diligently to finalize current plans for the Gilbert site. The goal is to wrap this up as quickly as possible and conclude with a public panel presentation describing not only specific site development plans, but how the site fits into larger regional river corridor planning.

F. DISCUSSION ITEMS

1. **Ordinance 12-1-12 Selling of Merchandise in Parks and Public Grounds**

Draft Ordinance 12-1-12 Selling of Merchandise in Parks and Public Grounds was reviewed by the Common Council. There appeared to be support for the concept. PRD Tungate added that

following passage of this ordinance there would likely need to be an amendment to the current sign ordinance to allow for sponsorship signage.

2. **Memorial Building – Maintenance and Interior Design Objectives**

PRD Tungate described that a recent staff meeting was held at the Memorial Building with Ron Suttner and Nancy Barker. Building maintenance and adding military and historical interior displays were discussed. Electrical improvements seemed to be the top priority. Quotes for electrical upgrades will be reviewed with the Board next month. New mirrors and toilets were discussed. If these and other items are needed and requested by staff, they will be encouraged to contact Ron Suttner to see if donated items can be obtained. PRD Tungate will also be meeting separately with a group of veterans and Menasha Historical Society leaders to determine their interest level.

G. ACTION ITEMS

1. **Resolution Relating to Establishment of Aggregated Sponsorship Fund**

Resolution Relating to Establishment of Aggregated Sponsorship Fund was postponed until after Ordinance 12-1-12 is passed.

2. **Request to Remove Two Trees (Cemetery and Jefferson Park)**

Moved by G. Korth, seconded by L. Hopwood to recommend removal of one tree in Resthaven Cemetery and one in Jefferson Park. Photos were enclosed. Motion carried 7-0

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person.

1. Next meeting, request by G. Korth to discuss Marina Parking.

2. Next meeting, request by N. Barker for update on Abby Street property.

I. ADJOURNMENT

Moved by R. Suttner, seconded by G. Korth to adjourn at 8:11 PM. Motion carried 7-0.

**CITY OF MENASHA
PARKS AND RECREATION BOARD
First Floor Conference Room, City Hall – 140 Main Street
March 29, 2010
DRAFT MINUTES**

A. CALL TO ORDER

Meeting called to order by Chr. D. Sturm at 3:45 PM.

B. ROLL CALL/EXCUSED ABSENCES

MEMBERS PRESENT: Chr. Dick Sturm, Tom Konetzke, George Korth and Ald. Joanne Roush

MEMBERS EXCUSED: Ron Suttner, Lisa Hopwood and Nancy Barker

OTHERS PRESENT: PRD Tungate and James Brown and Brian Fritz representing MHS Girls Fastpitch Club, Sara Popp, Riley Wittman and Dominic Hillesheim

C. MINTUES TO APPROVE

1. None

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. None

F. DISCUSSION ITEMS

1. None

G. ACTION ITEMS

1. **Request by Menasha's Girls Fastpitch Booster Club to Install a Batting Cage at the West Diamond in Jefferson Park**

Representatives Brian Fritz and James Brown from the Girls Fastpitch Club presented a proposal to install a batting cage near the first baseline at the Jefferson Park west softball diamond. The 55'x12'x11' net structure would be purchased and installed by the club. The Board reviewed photos of the site. It was mentioned that the cage would be a donation to the city. T. Konetzke asked if a third base area location was considered. He felt that perhaps the sun may affect the vision of cage users. The cage will be available for public use. Local middle school youth also asked questions about kids climbing on the net and was a spare net to be purchased. Moved by G. Korth, seconded by Ald. J. Roush to approve the installation of the cage on either the first or third base side of the West Diamond, whichever was the final preference of staff and the Fastpitch Club. Motion carried 4-0.

H. PUBLIC COMMENT ON ANY MATTER LISTED ON THE AGENDA

Five (5) minute time limit for each person.

1. None

I. ADJOURNMENT

Moved by T. Konetzke, seconded by Ald. J. Roush to adjourn at 4:18 PM. Motion carried 4-0.

Kirstyn Kennedy
619-4546
kay_kay100@hotmail.com

Summary of Meeting on December 21, 2009

The focus of the discussion was on what would be the most effective way to get Kirstyn involved with the Park and Recreation Board. Her areas of interest were also discussed. These ideas seemed to have the most promise.

1. Create an official agenda item each month focused on youth.
2. Kirstyn would become a youth liaison to the Board. She would become a "sounding board" for Board for questions about youth issues, needs, etc and visa versa.
3. Kirstyn expressed a willingness to conduct informal (or formal) surveys on youth related topics.
4. Kirstyn could also help recruit volunteers or possibly potential paid part-time staff candidates.
5. Kirstyn was willing to help the department better understand social marketing, websites like Facebook and if possible, begin utilizing this technology to better connect with youth and potentially promote department activities.
6. She was willing to provide some information about sites like Hart Park and how places that his are used and perceived by local youth.
7. Taking an initial small step with involving youth on the Board seemed to make the most sense. The idea could grow into more (i.e. youth activity commission, expansion of the Board to ad a youth, etc.).
8. Consider contacting Bob Brooks at MHS (social worker) to guide or consult with MHS youth (Kirstyn).
9. Kirstyn expressed interest with possibly helping to organize a coed activity or with adding youth activities to a community event like Sunrunner.
10. Discussed the need to sustain youth involvement – before graduation, youth would have input on recruiting a successor.

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

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

Omaha District
Lease No. DACA45-5-79-00482
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 annul 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 D. Smith
(Witness)

Victor V. Weacke
(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)

Brian Tungate

From: Brian Tungate
Sent: Thursday, April 01, 2010 10:23 AM
To: 'mike boohar'
Cc: 'SueWiz@aol.com'; Dick Sturm (dsturm@wppienergy.org)
Subject: RE: skate park

Jodi:

Our department has recently met with officials from the Police Dept. to address many of the concerns you mention. We are planning to have Crime Prevention Officer Aaron Zemlock at our next Park Board meeting that I believe Dick Sturm has invited you to. A quick summary of some of the things that either are already in motion or will be followed up on in the near future include: installation of a portable video camera near the park, the police have purchased one that should go up soon, consideration of an ordinance revision that would lower the park curfew from 10pm to 9 pm, another ordinance revision that would prohibit smoking in the entire park, another revision that would give either Police Chief and/or Park Director the ability to close the basketball court or skatepark for temporary period of time, police assistance in recruiting attendants to periodically watch over the park, installation of at least one more trash receptacle, and some bike hitching posts. Lastly, the PD is starting to work with Family Dollar owner on signage that would essentially prevent parking in that lot without permission by the owner. Solea restaurant currently uses some spaces, so they would be an example of a legitimate user. As you can see, we were thinking along the same lines as you were, we wanted to get some changes in place before the summer season.

-----Original Message-----

From: mike boohar [mailto:mbooh@sbcglobal.net]
Sent: Sunday, March 28, 2010 7:01 PM
To: Sue Wisneski
Subject: skate park

Hi Sue,

I live on Wilson St. and am concerned about the skate park activity. I have talked to the police department countless times and they really do try to handle my complaints. However, there are only so many of them, and other crimes and complaints may take priority over loud thumping music, underage smoking, and littering. I am not alone in my concerns or complaints and I would like something more proactive to take place in that park. As I walk through the park, pick up garbage, and observe the teenagers openly smoking, I am appalled that nothing is being done to make it better. How about some auxiliary police officers patrolling for a few hours each night? Their presence is likely deter the underage kids from thinking they can do what they want openly without consequence.

Summer is coming and my fear is that it will be another that is full of music thumping, littering, illegal activity, disrespect, and underage smoking, to mention a few. Please consider, for the sake of us tax payers and concerned community members, doing something now before another summer comes and more for sale signs go up.

Sincerely,

Jodi Young
858-0070

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Dear Marina Slip Renter:

Thank you for renting in the Menasha Marina, we hope that you enjoy your summer stay. Locating your boat in an urban area provides easy access to new businesses as well as those with a long time presence including restaurants, entertainment, and retail in our resurging downtown.

As part of your slip rental fee, the City of Menasha provides several near by parking opportunities for your vehicle. Due to confusion last year, the Menasha Common Council reviewed the ordinances that related to downtown parking and expanded the areas available to marina renters and the general public for long term parking. Parking is available in the following areas: (see the map on the back of this letter).

Off Street parking is available **with** your parking permit:

1. Chute Street Parking lot approx 80 spaces
2. Broad Street Parking lot approx 215 spaces
3. Water Street Parking Lot # 3 approx 30 spaces
4. Center Street Marina only parking approx 7 spaces

All vehicles must be moved at least once every 72 hours. These spaces will be available throughout the year. If you plan to be gone longer please contact the Police Department at 967-3500.

On Street Parking is available (with or without your permit):

1. Center / Water Street parallel to the river. Approximately 20 spaces are available for overnight parking regardless of the odd-even day. You must still abide by any signs prohibiting parking. Center Street perpendicular to the river (between Gunderson and Becher) follows the odd-even restrictions.

Overnight Odd-Even Parking is available (with or without your permit):

1. Odd-Even parking is permitted on most streets throughout the downtown. Park overnight on the odd side of the street if you will be parking there on an odd numbered calendar day and on the even side on an even numbered day. As a last resort, if you find yourself on the incorrect side, you may contact the Police Department to ask permission to stay where you are. Odd-Even is construed as the date prior to midnight. Another way to remember this rule is: **West side** of the street is **even** and the **east side is odd**. **North side** of the street is **even** and the **south side is odd**.

Short term parking is available:

1. Streets and parking lots throughout the downtown have various restrictions. In general most of the downtown is 2 hour parking, Monday through Friday. Generally there is no time limit other than overnight restrictions on weekends. Watch for the signs and park accordingly.

If you should have any questions as to where to park your vehicle, if you have guests that need long term parking or some other unique request, please contact the Police Department at 967-3500. They would be happy to assist you. We hope that you enjoy your summer stay!

Sincerely,

Brian Tungate
Director of Parks and Recreation



WATER LOT #5

CHUTE STREET LOT

BROAD STREET LOT

OVERNIGHT PARKING

LONG-TERM PARKING

North
No Scale