



Parks & Recreation Commission -

THURSDAY, JULY 21, 2022; 4:30 PM

Great Northern Park, 735 Kensington Rd. Neenah, WI 54956

In the case of inclement

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

MEMBERS	Lee Hillstrom, Kate Hancock-Cooke, Gary Lawell, Peter Kelly, Jim Vedder, Ted Galloway, Jim Wise, Ashley Ondresky and Brian Borchardt	
STAFF	Stephanie Schott, Jim Kluge, Trevor Fink, and Michael Kading	
AGENDA TOPICS		
CALL TO ORDER		
APPEARANCES	Open Forum / Commission Consideration of Appearances	
MINUTES	Approval of Meeting Minutes June 16, 2022	Attached
BILL VOUCHERS	Bills for previous month	Hancock-Cooke
FINANCIAL Report	Reviewed quarterly in March, June, September, December	Attached
MISSION ACTION Report		Attached
BUSINESS ITEMS	1. WE Energies Request for Easement W. Northway Street. 2. 2022 CIP Report 3. Announcements & Future Agenda Items	
LIAISON Reports	◇ Plan Commission ◇ Harbor Committee	◇ Hancock-Cooke ◇ Galloway
ADJOURN		

ADA Accommodation Notice: the following notice should be included in all printed material produced for City programs. In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **the Park and Recreation Department** or the **City's ADA Coordinator** at (920) 886-6106 or e-mail attorney@ci.Neenah.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Creating Community Through People, Parks & Programs



PARK & RECREATION COMMISSION MINUTES

REGULAR MEETING – June 16, 2022

MEMBERS PRESENT

	Jim Wise		Kate Hancock - Cooke		Gary Lawell
X	Peter Kelly	X	Jim Vedder	X	Ted Galloway
X	Lee Hillstrom	X	Ashley Ondresky		Brian Borchardt

STAFF PRESENT

X Michael T. Kading, Director of Parks & Recreation
X Jim Kluge, Superintendent of Recreation
Trevor Fink, Superintendent of Parks
Stephanie Schott, Recreation Supervisor

OTHERS PRESENT: Mayor Lang, Graham/Erin Washatka and Sarah Wylie

MEETING CALLED TO ORDER BY Commissioner Vedder at 4:30 P.M.

CORRESPONDENCE

None.

APPEARANCES

Sarah Wylie introduce herself as the new Executive Director of Future Neenah, Inc. Sarah indicated that she looks forward to working with the City of Neenah, specifically the Park and Recreation Department as it relates to the use of Shattuck Park and potential future developments.

MINUTES

MSC Hillstrom / Kelly to approve the minutes of the May 19, 2022. All voting aye.

BILL VOUCHERS

Commissioner Vedder will review the vouchers for May in the next couple of days.

FINANCIAL REPORT

MISSION ACTION REPORT

The report was distributed earlier. The following items were discussed:

- Superintendent Kluge reviewed his report indicating that while the pool is 2 guards short individuals are helping to fill gaps. The Riverside Players Savannah Sipping Society play is fast approaching (June 22- 26). Kluge further indicated that while the city has a good supply of pool chemicals there is some concern about chemical availability in the near future. Staff will keep the commission informed.
 - Director Kading informed the commission that newly elected Mayor Lang has appointed the Arrowhead Task Force. Commissioner Hillstrom and Kelly have agreed to serve on the mayor's
-

task force. Two large trees were lost in last night's storm. One at Doty and one at Memorial. No physical damage to buildings but the top of the seawall did sustain some damage. Shattuck Park water play feature is operating but not at full capacity. Staff along with the vendors continue to work towards a fully functioning water play feature. A grand re-opening has been schedule for Thursday, June 23; 11:15 in coordination with Future Neenah's lunch concert. July is Parks and Recreation month. Yard signs are being created using the Be Parks and Rec summer theme. Commissioners are being asked to place one in their yards for the month of July. Expect 2023 budget season to begin shortly.

BUSINESS FOR CONSIDERATION

BUSINESS ITEM #1: Proposed Easement / Land Transfer – Washington Park

Director Kading reviewed the current situation and the request made by the Washatke to purchase Washington Parkland next to their property. After discussion centering on permanent easement and land transfer the commission questioned the idea of a Revocable Occupancy Permit similar to what is being proposed in under item #2. The commission felt that this would give all parties what they need to help create privacy without compromises to the commission's position on the sale of park land.

Action: MSC Kelly / Galloway to authorize staff to develop a mutually agreeable agreement that includes permissible uses, terms and bring back to the July commission for approval. All voting aye.

BUSINESS ITEM #2: Proposed Revocable Occupancy Permit – Kimberly Point

Director Kading reviewed the current situation included saturate soils and standing water which is leading to difficulty in mowing and maintaining the park. Upon discussion with the city attorney he suggested that the commission consider a Revocable Occupancy Permit whereby the resident would be given permission to make drainage improvement on park property with review from the commission while the city maintains ownership of the property. After much discussion the commissioners agree that this is best solution.

Action: MSC Kelly / Hillstrom to authorize staff to develop a mutually agreeable agreement that includes permissible uses, terms and bring back to the July commission for approval. All voting aye.

BUSINESS ITEM #3: Park Rules medication – Public Nuisance

Director Kading reviewed the proposed rules revision indicating that he had worked with both the city attorney and the police department to recommend a shift to adopting the Public Nuisance as it broadens the police department's ability to address various issues throughout the park system. The commissioner inquired as to what brought about the need for changes. Kading indicated that the continue issues that the department has been facing at Memorial Park.

Action: MSC Hillstrom / Kelly to adopt the rules as presented with the inclusion of the Public Nuisance provision. All voting aye.

BUSINESS ITEM #4: 2022 CIP Report

The report was accepted as presented

BUSINESS ITEM # 5: Announcements & Future Agenda Items

Washington Park – land

Kimberly Point - land

LIAISON REPORTS

PLANS COMMISSION: No report

HARBOR COMMITTEE: Galloway reported

MSC Hillstrom / Kelly to adjourn at 5:21 pm

Recorded for the Commission by Michael T. Kading, CPRP

**Neenah Park & Rec
Budget Status
6/30/2022**

EXPENSES

	Budget 2022	YTD 2022	% of Budget	YTD 2021	2021 Full Year
Park & Rec Administration	735,770	344,265	47%	331,501	712,903
Adult Programs	1,850	857	46%	84	1,800
Contracted Programs	48,000	23,285	49%	9,175	35,393
Municipal Pool	281,830	81,036	29%	77,763	266,298
Youth Programs	148,490	37,052	25%	32,762	129,275
Other Park & Rec Activities	11,750	3,820	33%	2,426	8,550
Riverside Players	30,850	12,907	42%	5,343	17,699
Parks	991,260	388,457	39%	422,879	937,653
City Wide Forestry Program	298,200	195,540	66%	163,597	265,810
Cemetery	284,870	135,310	47%	122,843	272,373
	2,832,870	1,222,529	43%	1,168,373	2,647,754

REVENUE

	Budget 2022	YTD 2022	% of Budget	YTD 2021	2021 Full Year
Community Fest	17,500	15,770	90.11%	15,725	16,048
General Receipts	(14,170)	(1,830)	12.91%	(1,280)	(8,807)
Adult Programs	3,420	4,530	132.46%	3,036	4,522
Contracted Programs	57,150	45,088	78.89%	39,079	46,448
Municipal Pool	210,850	129,523	61.43%	135,357	205,023
Youth Programs	164,750	172,080	104.45%	154,086	171,128
Other Park & Rec	1,450	767	52.90%	-	25
Riverside Players	33,900	13,727	40.49%	5,208	14,288
Parks	114,380	89,407	78.17%	71,711	113,674
Cemetery	155,770	97,823	62.80%	70,009	206,101
	745,000	566,885	76.09%	492,931	768,450

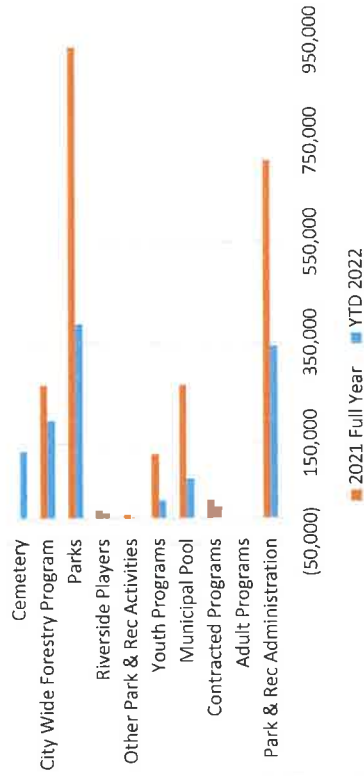
	EXPENSES	REVENUE
2019		
2020	2,832,870	745,000

Expenses YTD vs Budget

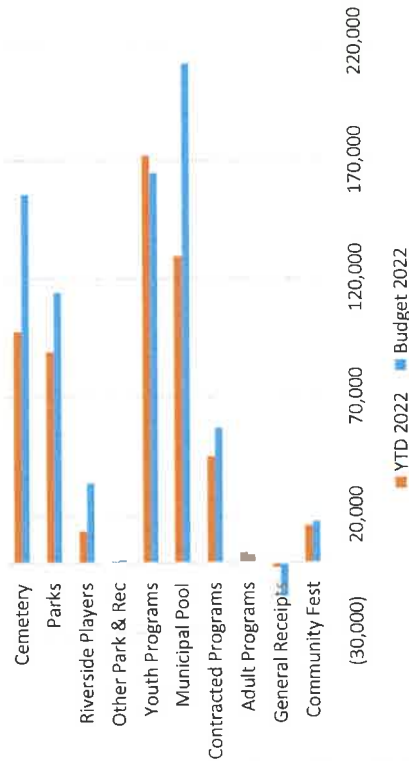


2022 YTD VS 2021 Full Year

Expenses

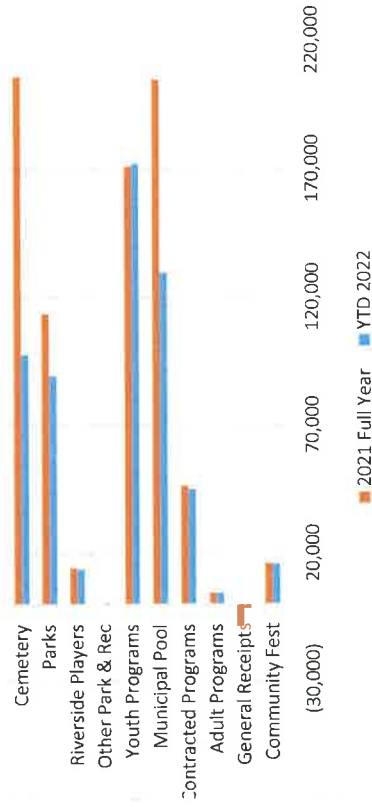


Revenue YTD vs Budget



2022 YTD VS 2021 Full Year

Revenue





City of Neenah Parks and Recreation Commission Meeting June 16, 2022

BUSINESS ITEM #1: WE Energies Request for Easement W Northwater Street

WE Energies has approached staff regarding a possible utility easement along River and W. Northwater Streets. The specific areas impacted are noted on the attached maps. We Energies has agree to donate \$1,500 for landscape improvements, position transformers in locations that are beneficial to park use and maintenance and assist in the providng power for the future facility at Cook Park.

Suggested Action: A motion to recommend the utility easement as proposed by WE Energies.

BUSINESS ITEM #2: Memorandum of Understanding (MOU) 270 Lakeshore Ave

City Attorney Westbrook felt that the best way to move forward was developing a memorandum of understanding outlining the conditions and opportunities. This would allow the adjacent property owners to develop plans that they could bring forward to the commission for approval and then receive a revocable occupancy permit.

Suggested Action: A motion to accept and recommend the MOU with the residents at 270 Lakeshore Ave. .

BUSINESS ITEM #3: Memorandum of Understanding (MOU) 234 Lorraine Ave.

City Attorney Westbrook felt that the best way to move forward was developing a memorandum of understanding outlining the conditions and opportunities. This would allow the adjacent property owners to develop plans that they could bring forward to the commission for approval and then receive a revocable occupancy permit.

Suggested Action: A motion to accept and recommend the MOU with the residents at 234 Lorraine Ave.

BUSINESS ITEM #4: 2022 CIP Report

Please see attached report.

Suggested Action: Informational only

BUSINESS ITEM #5: Announcements and Future Agenda Items

Proposed 2023 Operational / Maintenance Budget

We Energies
800 S. Lynndale Dr.
Appleton, WI 54914
Phone 800-972-8856
www.we-energies.com



July 14, 2022

Michael Kading
Director of Parks and Recreation
City of Neenah
PO Box 426
Neenah, WI 54956

Subject: FV22001 – Doty Island Bridging Project
Work Request No. 4546379 Cook Park Area

Dear Mr. Kading:

As a part of our continuing effort to improve service and reliability, we will be upgrading facilities near your property at **Cook Park and 402 W North Water St** in Neenah. This work will involve replacing poles, overhead wire, underground cables, transformers, and other equipment along the route. Due to changes in standards and the use of upgraded equipment, size or height of newly installed facilities may not be identical to current facilities.

To complete this project, we will need your permission in the form of an easement. An easement gives us land rights to use a defined part of a property for a specific purpose such as the installation, maintenance, and inspection of utility facilities. The easement agreement is enclosed. **If you are agreeable, please sign one copy of the easement agreement in the presence of a notary public and return it in the enclosed postage-paid envelope. Keep the other copy for your records.**

Construction is expected to begin in July or August 2022. We will continue to communicate details about our work as we move through the project – including notification a few weeks prior to start of construction. If you have any questions, please contact me at 920-380-3654 or kathy.curren@we-energies.com and reference the work request number in the subject line above. Thank you for your cooperation and understanding as construction takes place in your area.

Sincerely,

A handwritten signature in black ink that reads "Kathy Curren".

Kathy Curren
Right of Way Agent

cc: Trevor Fink



ELECTRIC WORK REQUEST

4546379

Temporary Exhibit A

274 MID-SPAN



P 1 of 3

CONSTRUCTION NOTE:
-ALL CABLE IS BORED UNLESS
NOTED OTHERWISE

10' Easement Area
Highlighted in Yellow

Proposed
Transformer
location to
be adjusted

300 22U
508, DUAL VOLTAGE
STD:288-06.11

281 (72-2479)
65-2

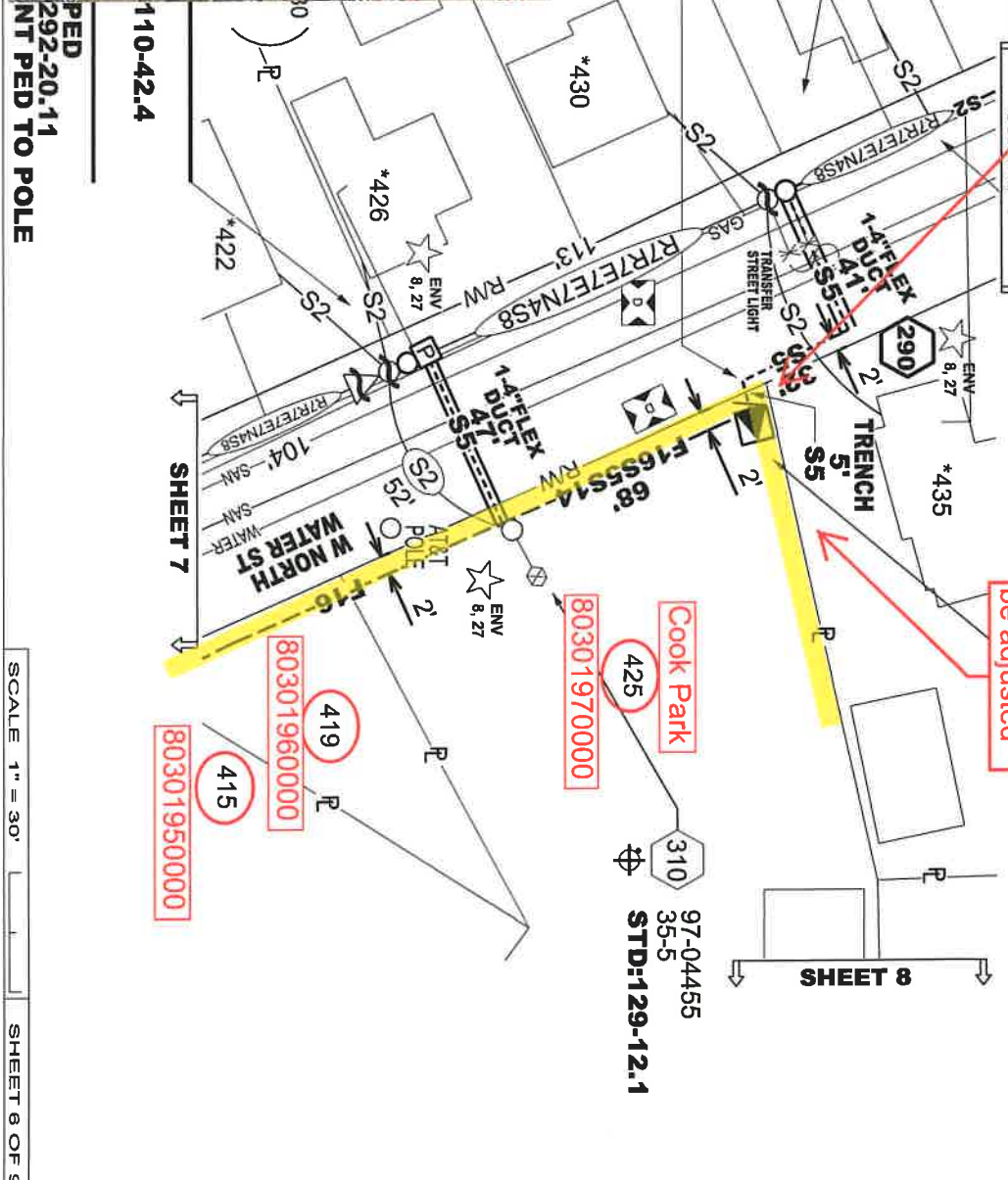
22- 35-5
STD:110-42.4

TRANSFER EXISTING LED

ENV 8, 27

ENV 8, 27 292

RESTORE SIDEWALK





ELECTRIC WORK REQUEST

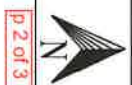
**CONSTRUCTION NOTE:
-ALL CABLE IS BORED UNLESS
NOTED OTHERWISE**

10' Easement Area
Highlighted in Yellow

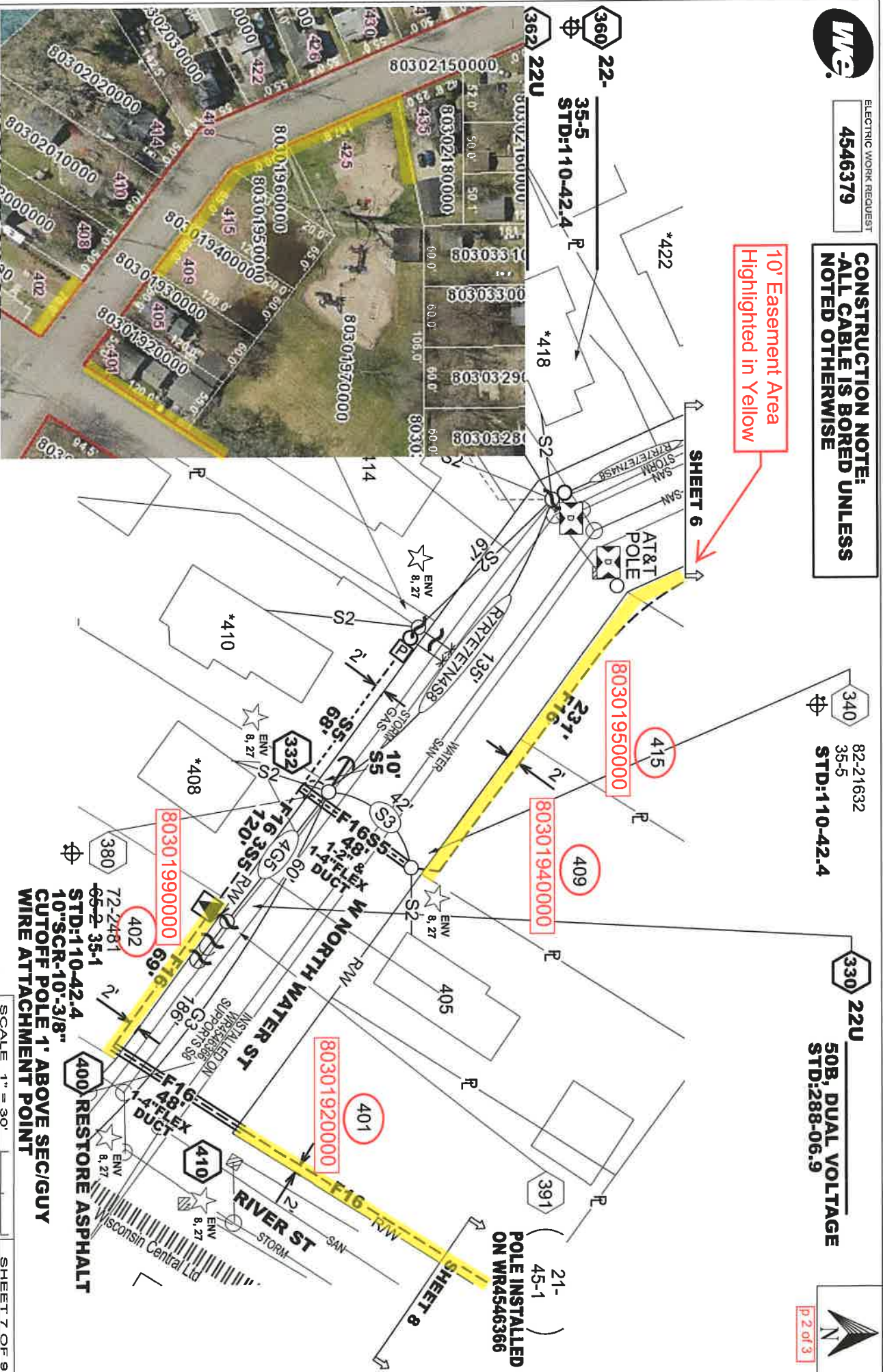


 82-21632
 35-5
STD:110-42.4

330 **22U**
50B, DUAL VOLTAGE
STD:288-06.9



p 2 of 3



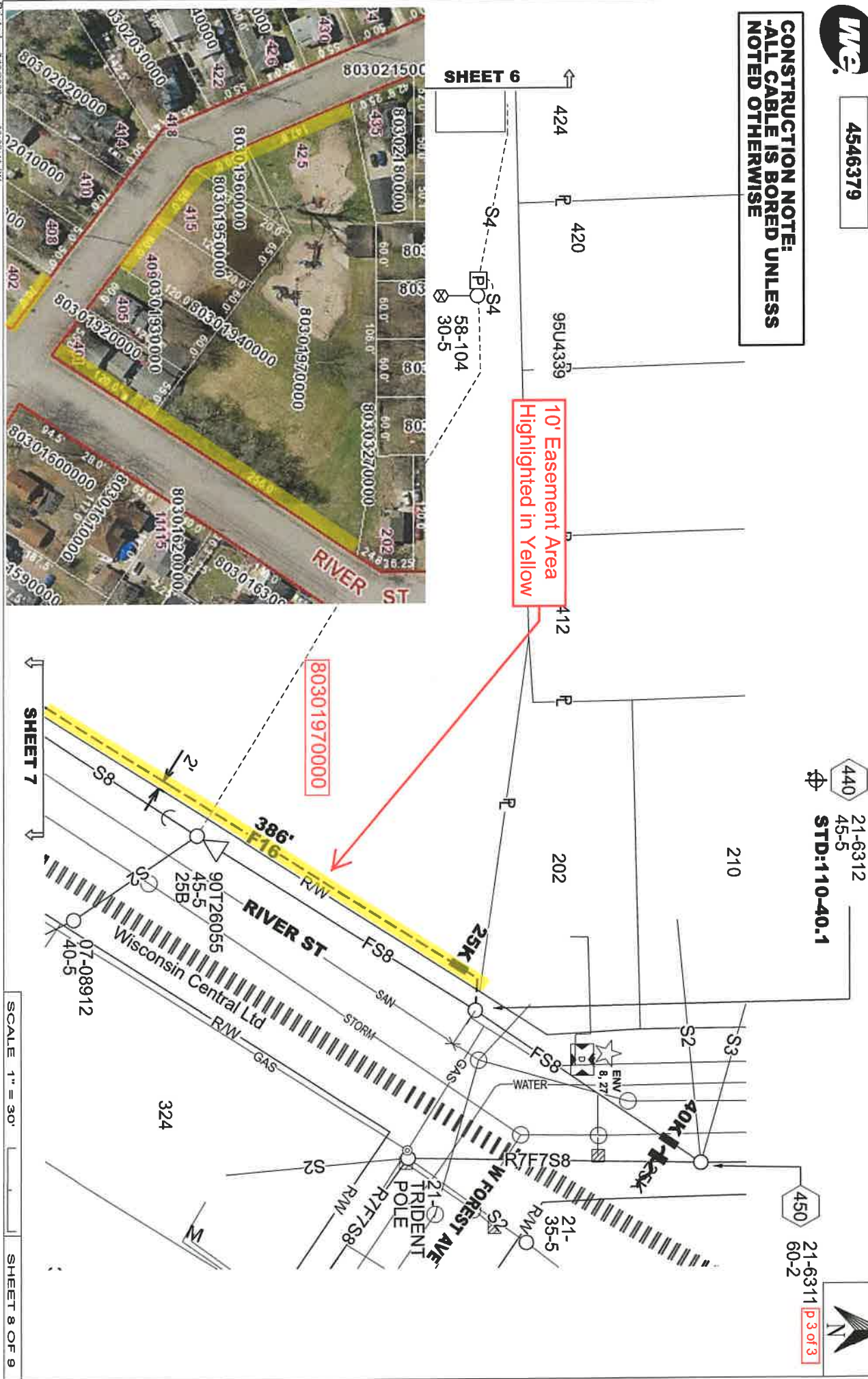
SCALE 1" = 30'

SHEET 7 OF 9



4546379

**CONSTRUCTION NOTE:
-ALL CABLE IS BORED UNLESS
NOTED OTHERWISE**



**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4546379** IO NO. **52803**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin municipal corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as **strips of land Ten (10) Feet in width, being part of Lots One (1), Two (2), Three (3), and Six (6), Block Five (5), BASSETT'S FIRST ADDITION TO JONES' PLAT OF THE ISLAND**, in the Third Ward, and Government Lot 5, being located in the **Northwest 1/4 of the Southwest 1/4 of Section 22, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin; said premises being more particularly described in those certain **Warranty Deeds** recorded in the office of the Register of Deeds for Winnebago County as **Document No. 931623, Document No. 807680, Document No. V96491, and Document No. V96916**.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

80301970000 and 80301960000
(Parcel Identification Numbers)

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification:** The Grantee agrees to indemnify, save and keep harmless Grantor, its agents, employees, successors and assigns, from all liability, liens, judgments, costs, damages, and expense of whatever kind and nature which may be in any way be suffered by Grantor, its agents, employees, successors or assigns by reason of, or in consequence of the operation of said easement by Grantee or for, or an account of an act or thing done or suffered, or omitted to be done, under grant of this easement to Grantee.
10. **Use of Easement by Grantor:** It is acknowledged by Grantor that said easement shall not interfere with any buildings of Grantor. Grantor may use said easement area for his own purposes; however, Grantor shall not make any construction over or use of said property which will interfere with said easement by Grantee, without written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.
11. **Relocation:** In the event that Grantor requires the relocation of the electrical facilities within the easement area due to building construction, installation of roads and/or driveways, or development and redevelopment activities on land surrounding the easement area, Grantee agrees to relocate said electrical facilities at its expense, on a one-time basis, upon reasonable written notice from Grantor, provided that Grantor provides a suitable alternate location for said facilities with all necessary easement rights using standard easement language for their construction and maintenance at the new location. This relocation agreement applies to the original Grantor at the new location. This relocation agreement applies to the original Grantor only and does not apply to any heirs, successors or assigns of said land.

Grantor:

CITY OF NEENAH

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, 2022,
the above named _____, the _____
and _____, the _____
of the CITY OF NEENAH, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its _____ on _____, 2022.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Kathy Curren on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** ("Memorandum") is executed this ____ day of July 2022 by and among Kathy and Scott Springmier ("Owners") and the City of Neenah ("City").

WHEREAS, the Owners own the property located at 270 Lakeshore Ave. Neenah, WI; and

WHEREAS, the City owns Kimberly Point Park which is located immediately north of the Owners parcel; and,

WHEREAS, the Owners have a drainage issue on their property which can be best addressed by utilizing park land to assist in the draining of rain water.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Memorandum and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties set forth their understanding as follows:

1. The City agrees to enter into a Revocable Occupancy Permit to allow the Owners to utilize a specified amount of land owned by the park to assist in the drainage of rain water from their property.
2. The Owners understand that this occupancy permit will not represent a transfer of land to the Owners and that the City has the right to revoke the permit at any time and require the Owner to pay to have any items in the area removed.
3. The Owners understand that any and all items (landscaping, drainage material, movable property) that Owners wish to locate in the area defined in the Revocable Occupancy Permit will need to first be approved by the City/Park Commission.
4. The Owners and City agree to begin conversations to created the terms of the Revocable Ocupancy Permit and understand that the Park Commission hs the final authority to approve any such permit.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the day and year first written above.

SCOTT and KATHY SPRINGMIER

CITY OF NEENAH

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** ("Memorandum") is executed this ____ day of July 2022 by and among Erin and Graham Washatke ("Owners") and the City of Neenah ("City").

WHEREAS, the Owners own the property located at 234 Lorraine Ave. Neenah, WI; and

WHEREAS, the City owns Washington Park which is located immediately east of the Owners parcel; and,

WHEREAS, the Owners have maintained the park property adjacent to their property as a benefit to the City and as a benefit to their home.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Memorandum and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties set forth their understanding as follows:

1. The City agrees to enter into a revocable occupancy permit to allow the Owners to utilize a specified amount of land owned by the park to create a greater buffer between their house and park goers.
2. The Owners understand that this occupancy permit will not represent a transfer of land to the Owners and that the City has the right to revoke the permit at any time.
3. The Owners understand that any and all items (landscaping, fences, movable property) that Owners wish to locate in the area defined in the Revocable Occupancy Permit will need to first be approved by the City.
4. The Owners and City agree to begin conversations to created the terms of the Revocable Ocupancy Permit and understand that the Park Commission hs the final authority to approve any such permit.

IN WITNESS WHEREOF, the parties hereby execute this Memorandum of Understanding as of the day and year first written above.

ERIN and GRAHAM WASHATKE

CITY OF NEENAH

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

CIP Summary	2022	Alternative Funding	Actual	Time Frame	Current Status
Development					
21' Arrowhead Pier	\$ 500,000	\$ 525,000		Nov 22' - Feb 23'	Out for bids by the end of the month
21' Prairie and Path	\$ 500,000			August - Nov. 22'	Out for bids by the end of the month
Arrowhead Activity Building & Plaza design/engineering	\$ 180,000			December	First Meeting was held 7/19
Kimberly Pt Redevelopment	\$ 175,000	\$ 24,009	\$ 199,009	Fall Construct	Has been awarded, Scheduled to begin Sept. 19
Dog Park	\$ 45,000			Late Spring / Summer	Started - on going
Island Park Improvements	\$ 125,000				On hold awaiting additional information and funding
Shattuck Improvement	\$ 100,000	\$ 500,000	\$ 520,000	Late Winter/Spring	Completed
Maintenance					
Building Security	\$ 15,000			Fall	
Fresh Air-asphalt/drainage (20)	\$ 64,890		\$ 47,833	Summer / Fall	Projecting July 25 start
Pool Slide	\$ 49,500		\$ 47,691	Fall Install	Approved - Work in September
Pool: Replace Play Equip	\$ 88,000		\$ 74,317	Fall install	Install First week in September
Pool Heaters -inside	\$ 18,000			Spring	Completed
Pool - replacement vac	\$ 13,000			May	Completed
Resurface/Rebuild Southview Cts	\$ 85,000		\$ 19,322	Summer / Fall	Asphalt work - projecting July 25 start; Color Coat - fall
Riverside Play Surface	\$ 110,000			After September 18	Forever Lawn - demo/install after marathon
Equipment					
Mower	\$ 115,000		\$ 114,700		Completed
Cemetery					
Chimney	\$ 25,000				Completed
	\$ 1,068,390	\$ 1,049,009	\$ 1,022,872		

[illegible]