



# Parks & Recreation Commission - Revised

**THURSDAY, JANUARY 17, 2019; 4:30 PM**  
**Hauser Room, City of Neenah, 211 Walnut Street**

**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.

<b>MEMBERS</b>	Lee Hillstrom, Kate Hancock-Cooke, Gary Lawell, Peter Kelly, Jim Vedder, Ted Galloway, Judy Zaretzke, Amanda Loudon, Christopher Kunz	
<b>STAFF</b>	Stephanie Schott, Jim Kluge, Trevor Fink and Michael Kading	
<b>AGENDA TOPICS</b>		
<b>CALL TO ORDER</b>		
<b>APPEARANCES</b>	Open Forum / Commission Consideration of Appearances	
<b>MINUTES</b>	Approval of Meeting Minutes of December 19, 2018	Attached
<b>BILL VOUCHERS</b>	Bills for January	Zaretzke
<b>FINANCIAL Report</b>	Reviewed quarterly in March, June, September, December	Attached
<b>MISSION ACTION Report</b>		Attached
<b>BUSINESS ITEMS</b>	<ol style="list-style-type: none"> <li>1. Accept and Recommend Purchase of Replacement Tractor TR-5</li> <li>2. WE Energies Request for Amendment to Easement at Wilderness Park</li> <li>3. Announcements &amp; Future Agenda Items</li> </ol>	
<b>LIAISON Reports</b>	<ul style="list-style-type: none"> <li>◇ Plan Commission</li> <li>◇ Harbor Committee</li> <li>◇ School Board</li> </ul>	<ul style="list-style-type: none"> <li>◇ Hancock-Cooke</li> <li>◇ Galloway</li> <li>◇ Kunz</li> </ul>
<b>ADJOURN</b>		

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](mailto:attorney@ci.Neenah.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Parks  
Make  
Life  
Better!**

\*\*\*\*\*  
**Neenah Parks &  
 Recreation Department**

*Creating Community Through People, Parks & Programs*



## **P&R Commission Meeting – January 17, 2019**

### **BUSINESS ITEM #1: Accept and Recommend Purchase of Replacement Tractor TR-5**

Results of proposals to replace TR5 - 2003 Tractor/loader are listed below:

Bobcat Plus, Appleton, WI – Bobcat tractor/loader	\$35,899.00
Riesterer & Schnell, Neenah, WI – John Deere tractor/loader	\$35,817.48
Service Motor Inc., Dale, WI – Kubota tractor/loader	\$35,231.38
JCB, Green Bay, WI – no proposal	

Amount in 2018 Capital Equipment budget for this purchase is \$35,000.

**Action Needed:** Motion to accept and recommend to Council the proposal from Service Motor Company, Inc. in the amount not to exceed \$35,231.38.

### **BUSINESS ITEM #2: WE Energies Request for Amendment to Easement at Wilderness Park**

This extension would allow for the improvement of service for the lights in the area and help provide service to some customers on the east side of Bayview Rd. We would like to extend the cable as shown and set a pad-mounted transformer adjacent to the trail opposite the property at 860 Bayview Rd.

Staff has reviewed and recommends extension of the easement.

**Action Needed:** Motion to accept and recommend to Council the request to amend the WE Energies easement at Wilderness Park.

### **BUSINESS ITEM #3: Announcements & Future Agenda Items**

**DISTRIBUTION EASEMENT  
UNDERGROUND**

Document Number

WR NO. 4103922 IO NO. 52454

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF NEENAH, a Wisconsin Municipality**, 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 Twelve (12) feet in width**, being part of **Outlot 1, LAKE EDGE PARK REPLAT**, being a replat of a portion of LAKE EDGE PARK PLAT, a subdivision of a portion of the **Northeast 1/4 of Section 34, Township 20 North, Range 17 East**, City of Neenah, Winnebago County, Wisconsin.

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.

RETURN TO:  
We Energies  
PROPERTY RIGHTS & INFORMATION GROUP  
231 W. MICHIGAN STREET, ROOM A252  
PO BOX 2046  
MILWAUKEE, WI 53201-2046

80108060000

(Parcel Identification Number)

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, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, 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. WE Energies shall notify the Superintendent of Parks two weeks prior with intent to begin work and confirm timing of work.
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. WE Energies shall complete site restoration within 30 days of completion of installation of the facilities, weather permitting. 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 some time 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 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 on account of any 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 the written consent of the Grantee. The Grantor may not erect permanent buildings or structures in the easement area.

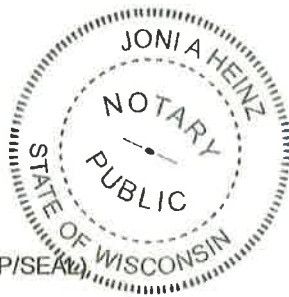
**Grantor:**

**CITY OF NEENAH, a Wisconsin municipal corporation**

By Dean R. Kaufert  
 (Print name and title): Dean R. Kaufert, Mayor

By Patricia A. Sturn  
 (Print name and title): Patricia A. Sturn, Clerk

Personally came before me in Winnebago County, Wisconsin on November, 13<sup>th</sup>,  
 the above named Dean R. Kaufert, the Mayor  
 and Patricia A. Sturn, the Clerk  
 of the CITY OF NEENAH, a Wisconsin municipal corporation, for the municipal corporation, by its authority, and pursuant to  
 Resolution File No. a motion adopted by its Common Council  
 on October 3<sup>rd</sup>, 2018.



(NOTARY STAMP/SEAL)

Joni A. Heinz  
 Notary Public Signature, State of Wisconsin

Joni A. Heinz  
 Notary Public Name (Typed or Printed)

My commission expires August 31, 2019

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



Temporary Exhibit A

WILDERNESS PARK

12' Easement Area

WR 4103922  
Sheet 6

WILDERNESS PARK

SKYVIEW DR

12' Easement Area

WR 4103922  
Sheet 12

WR 4103922  
Sheet 5

12' Easement Area

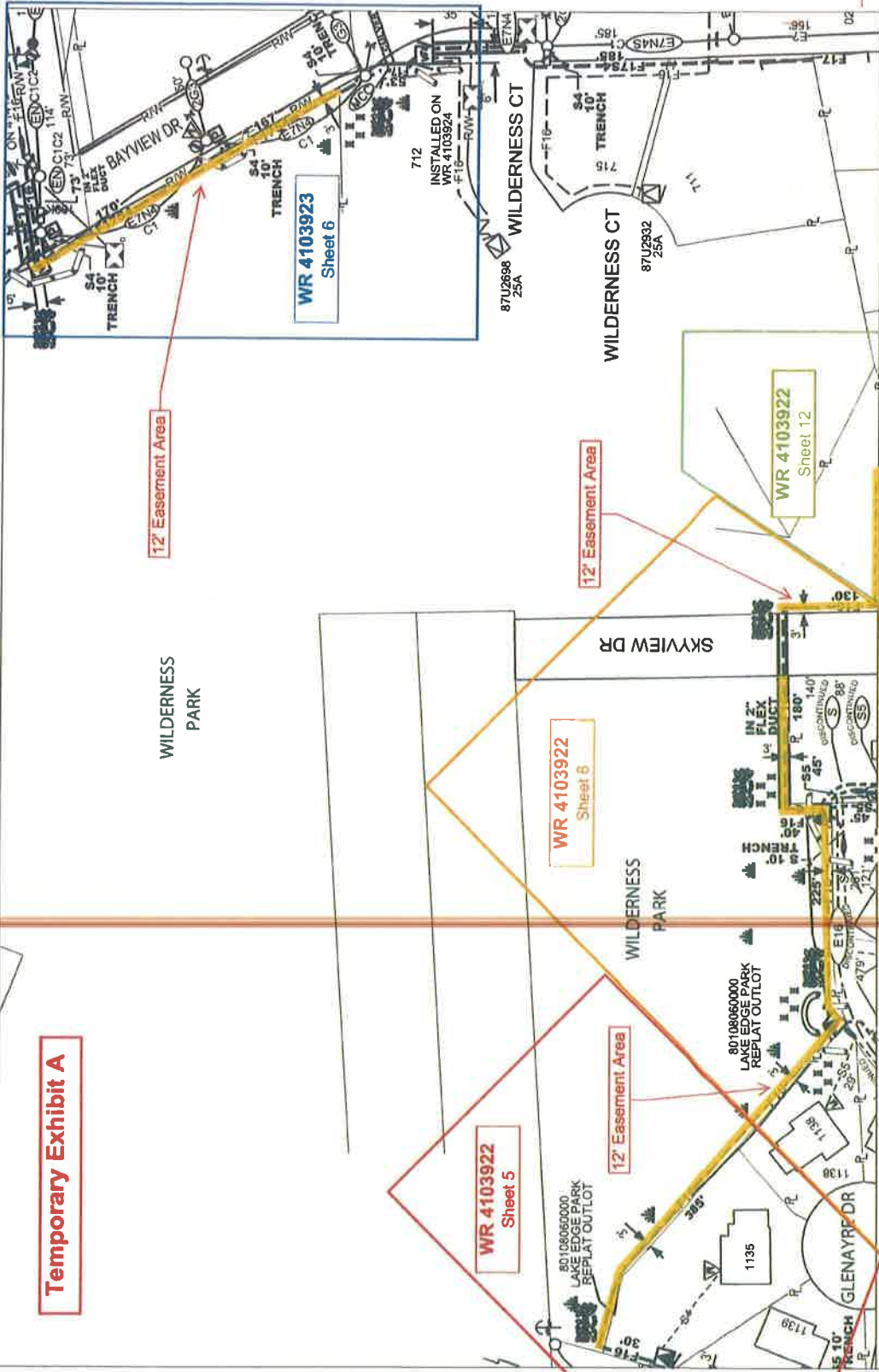
80108060000  
LAKE EDGE PARK  
REPLAT OUTLOT

GLENAYR DR



EXHIBIT "A"

PRELIMINARY  
NOT FOR CONSTRUCTION!



DRAWN BY: PAUL MEEUSEN  
DATE: 08-22-18  
WR NUMBER: 4103922 & 4103923  
REVISIONS:



# Winnebago County Parcel Viewer

When Parcels are White, Click to Inquire

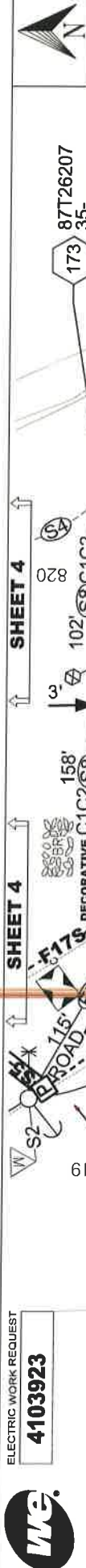
Enter PIN, Owner, Address





ELECTRIC WORK REQUEST

4103923



176 02-11153  
45-4  
ALLEY ARM  
200W HPS FCO  
STD 110-42.4  
18U

174 12-10633  
45-  
STD 292-20.7  
18U

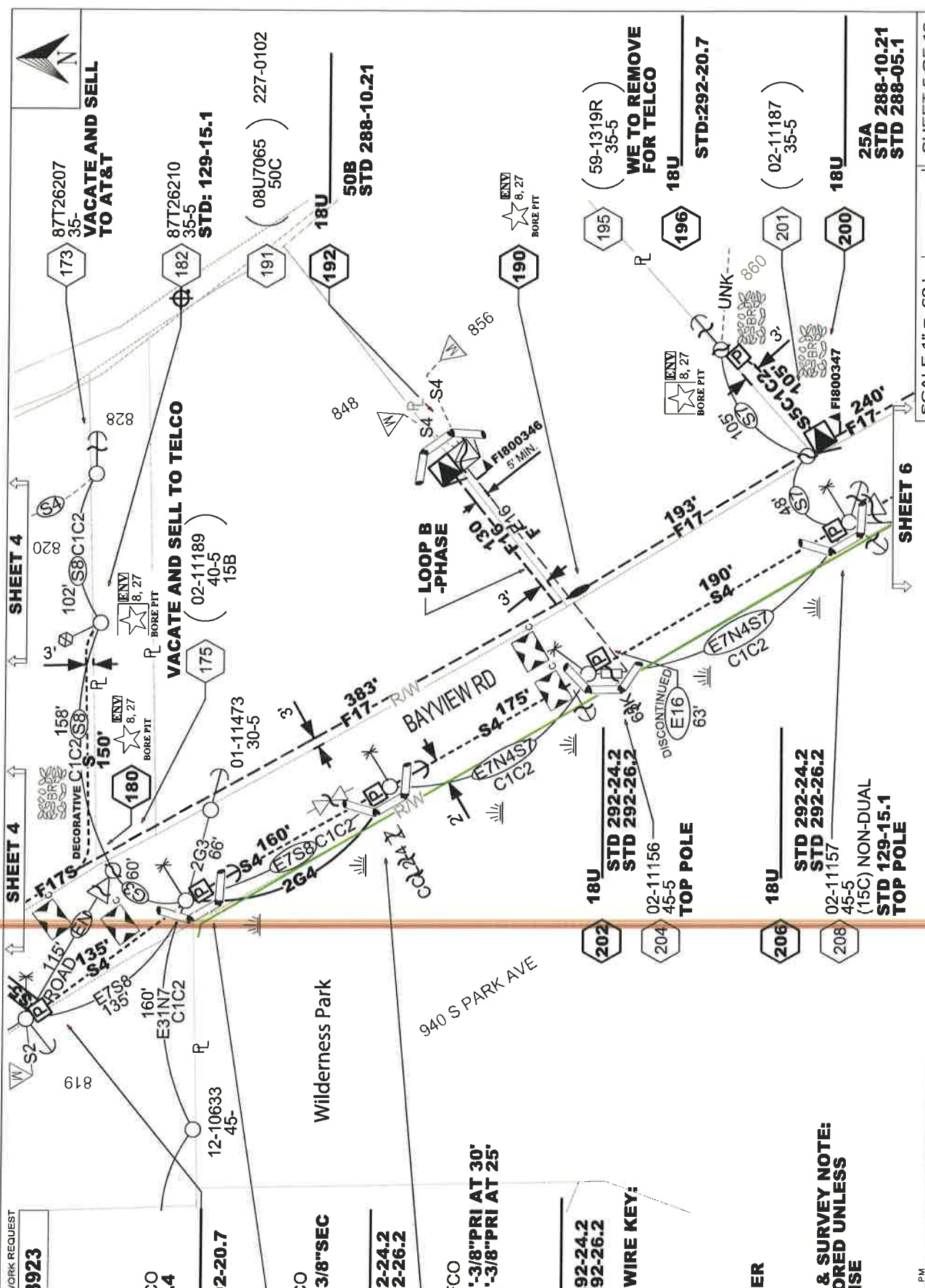
186 02-11154  
45-5  
200W HPS FCO  
10"SCR-15'-3/8"SEC  
18U

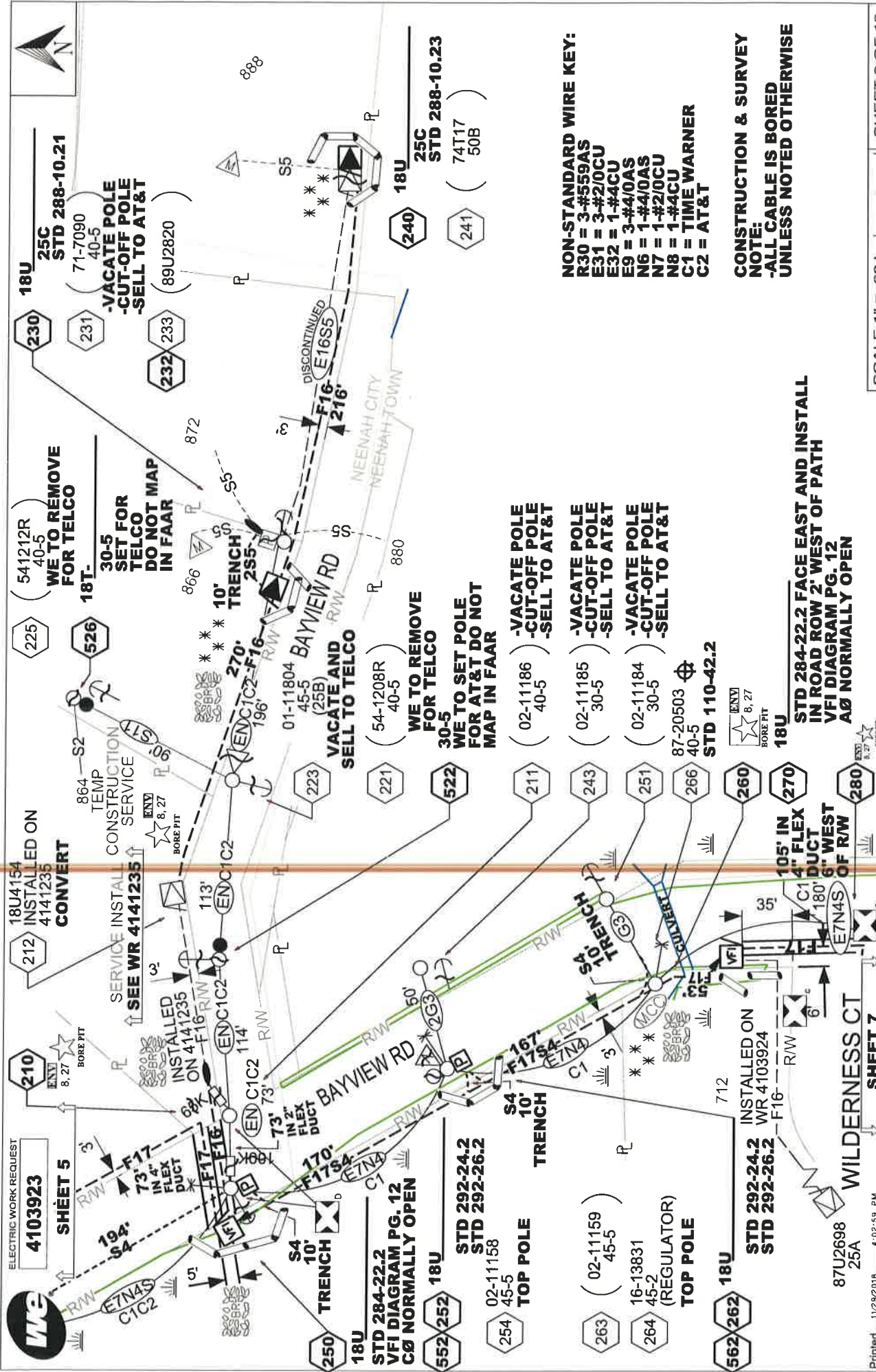
184 194 02-11156  
45-5  
200W HPS FCO  
10"SCR-30'-3/8"PRI AT 30'  
10"SCR-25'-3/8"PRI AT 25'  
TOP POLE  
18U

198 194 02-11156  
45-5  
200W HPS FCO  
STD 292-24.2  
STD 292-26.2  
18U

**NON-STANDARD WIRE KEY:**  
R30 = 3-#559AS  
E31 = 3-#2/0CU  
E32 = 1-#4CU  
E9 = 3-#4/OAS  
N6 = 1-#4/OAS  
N7 = 1-#2/0CU  
N8 = 1-#4CU  
C1 = TIME WARNER  
C2 = AT&T

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





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**CONSTRUCTION & SURVEY NOTE:**  
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**STD 284-22.2 FACE EAST AND INSTALL IN ROAD ROW 2' WEST OF PATH VFI DIAGRAM PG. 12 AØ NORMALLY OPEN**

**4103923 SHEET 5**

**WILDERNESS CT SHEET 7**

SCALE 1" = 60' SHEET 6 OF 12

Printed 11/28/2018 4:02:59 PM