



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Agenda - Final Parks and Recreation Committee

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Monday, January 24, 2022

6:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[22-0031](#) Minutes of the December 15, 2021 Parks & Recreation Committee Meeting

**Attachments:** [Minutes of the 12-15-21 Meeting.pdf](#)

4. **Public Hearings/Appearances**

5. **Action Items**

[22-0044](#) Action Item: Request Adoption of Resolution 2022-02 for Wisconsin DOT TAP Grant

**Attachments:** [Resolution 2022-02 for WI DOT Tap.pdf](#)

[22-0045](#) Action Item: Approval of Reciprocity Agreement with the City of Menasha and the City of Neenah

**Attachments:** [Memo - Reciprocity Agreement with Menasha and Neenah 2022-2023.doc](#)  
[Amendment No 1 to Menasha PR Reciprocity Agrm 2022-2023.pdf](#)  
[Amendment No 1 to Neenah PR Reciprocity Agrm 2022-2023.pdf](#)  
[2017-2021 Reciprocity Agreement with Menasha.pdf](#)  
[2017-2021 Reciprocity Agreement with Neenah.pdf](#)

6. **Information Items**

7. Adjournment

*Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.*

*Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.*

*If you have any questions regarding this agenda, please contact the Parks, Recreation & Facilities Management Department at 920-832-5514*



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appleton.org

## Meeting Minutes - Final Parks and Recreation Committee

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Wednesday, December 15, 2021

6:45 PM

Council Chambers, 6th Floor

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### SPECIAL

1. Call meeting to order

*The meeting was called to order at 6:45 p.m.*

2. Roll call of membership

**Others:** Dean Gazza, Parks, Recreation & Facilities Management

**Present:** 4 - Martin, Van Zeeland, Wolff and Prohaska

**Excused:** 1 - Schultz

3. Approval of minutes from previous meeting

[21-1686](#)

Minutes of the November 8, 2021 Parks & Recreation Committee Meeting

**Attachments:** [Minutes of the 11-08-21 P & R Meeting.pdf](#)

**Aldersperson Van Zeeland moved, seconded by Aldersperson Prohaska, that the Minutes of the November 8, 2021 Parks & Recreation Committee be approved. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Martin, Van Zeeland, Wolff and Prohaska

**Excused:** 1 - Schultz

4. Public Hearings/Appearances

None

5. Action Items

[21-1687](#)

Action Item: Approval of Select Photos Received From the Rhythms of the World Event to be Placed in the Welcome Tower in Houdini Plaza

**Attachments:** [Rythms of the World Photos.pdf](#)

**Aldersperson Van Zeeland moved, seconded by Aldersperson Wolff, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Martin, Van Zeeland, Wolff and Prohaska

**Excused:** 1 - Schultz

**6. Information Items**

**None**

**7. Adjournment**

*The meeting was adjourned at 6:50 p.m.*

**Aldersperson Van Zeeland moved, seconded by Aldersperson Prohaska, that the meeting be adjourned. Roll Call. Motion carried by the following vote:**

**Aye:** 4 - Martin, Van Zeeland, Wolff and Prohaska

**Excused:** 1 - Schultz

## Resolution #2022-22

WHEREAS, the City of Appleton is interested in developing lands for multimodal bicycle and pedestrian purposes as described in the application for the We Energies Trail Phase 2;

WHEREAS, financial aid is required to carry out the project;

THEREFORE, BE IT RESOLVED, that the City of Appleton has budgeted a sum sufficient to complete the project.

HEREBY AUTHORIZES Dean Gazza, Director of Parks, Recreation, and Facilities Management to act on behalf of the City of Appleton to:

- submit an application to the State of Wisconsin Department of Transportation for any financial aid that may be available;
- submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- submit signed documents;
- and take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that the City of Appleton will:

- comply with state or federal rules for the programs;
- may perform force account work;
- will maintain the completed project in an attractive, inviting and safe manner;
- will keep the facilities open to the general public during reasonable hours consistent with the type of facility;
- and will obtain from the State of Wisconsin Department of Transportation or We Energies approval in writing before any change is made in the use of the project site.

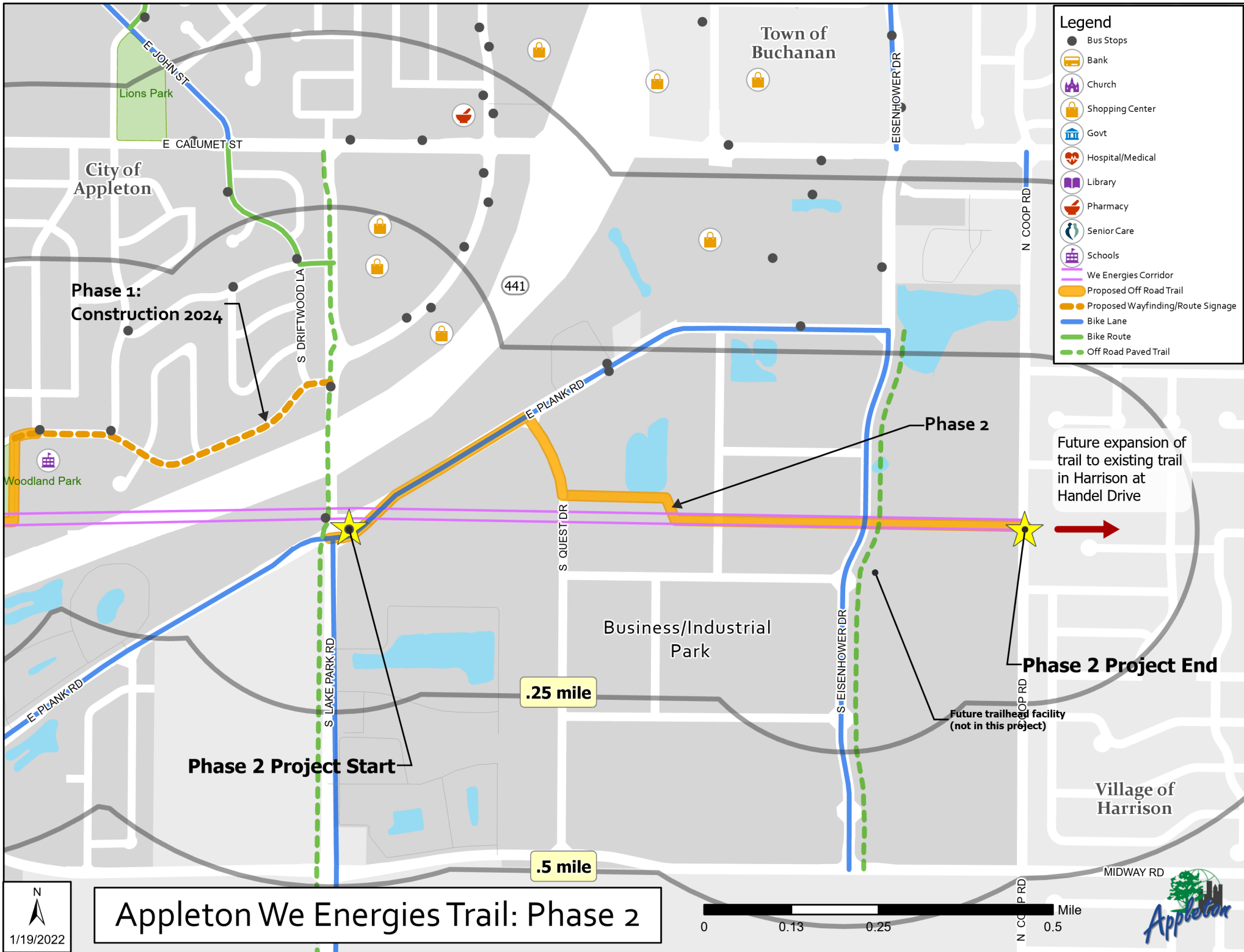
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

I hereby certify that the foregoing resolution was duly adopted by the Appleton Common Council at a legal meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Appleton

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

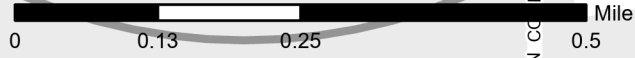
By: \_\_\_\_\_  
Kami Lynch, City Clerk



- Legend**
- Bus Stops
  - 🏦 Bank
  - 🏛️ Church
  - 🛍️ Shopping Center
  - 🏛️ Govt
  - 🏥 Hospital/Medical
  - 📖 Library
  - 🏪 Pharmacy
  - 👴 Senior Care
  - 🎓 Schools
  - 🟡 We Energies Corridor
  - 🟠 Proposed Off Road Trail
  - 🟡 Proposed Wayfinding/Route Signage
  - 🟢 Bike Lane
  - 🟢 Bike Route
  - 🟢 Off Road Paved Trail

1/19/2022

# Appleton We Energies Trail: Phase 2



**Phase 2 Project Start**

**Phase 2**

**Phase 2 Project End**

Future expansion of trail to existing trail in Harrison at Handel Drive

Future trailhead facility (not in this project)

.25 mile

.5 mile

**Phase 1: Construction 2024**

Town of Buchanan

City of Appleton

Business/Industrial Park

Village of Harrison

Lions Park

Woodland Park

E CALUMET ST

S DRIFTWOOD LA

441

E PLANK RD

S QUEST DR

S EISENHOWER DR

N COOP RD

S LAKE PARK RD

MIDWAY RD





*"...meeting community needs...enhancing quality of life."*

**PARKS, RECREATION & FACILITIES  
MANAGEMENT**

**Niki Wendt, Recreation Manager**

1819 East Witzke Boulevard  
Appleton, Wisconsin 54911-8401  
(920) 832-3925 FAX (920) 993-3103  
Email – [niki.wendt@appleton.org](mailto:niki.wendt@appleton.org)

TO: Parks & Recreation Committee

FROM: Niki Wendt, Recreation Manager

DATE: January 24, 2022

RE: Action: Approval of Reciprocity Agreement Amendments with City of Menasha and City of Neenah

The attached documents are amendments to the reciprocity agreement between Appleton and the City of Menasha and the City of Neenah. These agreements have been an ongoing partnership for over fifteen years and provides the citizens of Appleton, Menasha, and Neenah the opportunity to utilize those community's Parks and Recreation services at the resident fee. Services include fee payments for recreation program registration, pool passes, boat launch permits and pavilion reservations. Representatives from these communities have mutually agreed to present a 2-year amendment to the reciprocity agreement to their respective Councils that reflect the continued cooperation of the communities.

Over the next two years Appleton, Menasha, and Neenah have agreed to collect detailed information on the usage across the communities and determine if a second amendment to the agreement will be presented or if the program has run its course and should be terminated.

Please contact me at 832-3925 or [niki.wendt@appleton.org](mailto:niki.wendt@appleton.org) with any questions.

AMENDMENT TO PARKS AND RECREATION SERVICES RECIPROCITY  
AGREEMENT BETWEEN  
APPLETON AND MENASHA  
2022-2023

**I. THE PARTIES**

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911("Appleton").
- 1.02 The City of Menasha, a Wisconsin municipal corporation, doing business at 140 Main Street, Menasha, Wisconsin 54952 ("Menasha").

**II. THE RECITALS**

- 2.01 Appleton and Menasha entered into a reciprocity agreement on January 1, 2017, a copy of which is attached hereto and incorporated herein by reference ("Agreement").
- 2.02 This first addendum to the agreement ("Addendum") shall serve as an understanding and agreement between Appleton and Menasha to extend the existing Agreement.

**III. THE AGREEMENT**

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

The Recitals are hereby made a part of the Agreement.

- 3.01 The Agreement is set to expire on December 31, 2021.
- 3.02 Section 3.05 of the Agreement allowed for additional terms of the contract upon written agreement of the parties. While five (5) years was previously contemplated as an extension term, Appleton and Menasha wish to modify the extension term.
- 3.03 This Addendum shall memorialize an extension of the Agreement for a two (2) year term.
- 3.04 This Addendum shall extend the Agreement term through December 31, 2023.
- 3.05 All other previously agreed upon terms and conditions, including price, remain unchanged.



**IV. MISCELLANEOUS**

- 4.01 In the event that any part of this Agreement is found to be illegal, it shall be stricken from the Agreement and the Agreement interpreted as if that clause did not exist.
- 4.02 This Agreement may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.
- 4.03 This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.

**IN WITNESS WHEREOF**, the parties have caused the forgoing instrument to be executed on this \_\_\_\_\_ day of December, 2021.

**CITY OF MENASHA**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Don Merkes, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Haley Krautkramer, City Clerk

Approved as to form:

\_\_\_\_\_  
Pamela Captain, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**CITY OF APPLETON:**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

Attest: \_\_\_\_\_  
Kami Lynch, City Clerk

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
City Law A21-0964

**PARKS AND RECREATION SERVICES RECIPROCITY AGREEMENT  
BETWEEN  
APPLETON AND MENASHA  
2017-2021**

**I. THE PARTIES**

- 1.01 The City of Appleton, a Wisconsin municipal corporation, doing business at 100 North Appleton Street, Appleton, Wisconsin 54911("Appleton").
- 1.02 The City of Menasha, a Wisconsin municipal corporation, doing business at 140 Main Street, Menasha, Wisconsin 54952 ("Menasha").

**II. THE RECITALS**

**WHEREAS,**

- 2.01 Appleton and Menasha, through their respective Parks and Recreation Departments offer their citizens a variety of services and activities, some of which require payment of a fee with the amount established based on resident or non-resident status.
- 2.02 Appleton and Menasha are mutually interested in maximizing the recreational opportunities of their respective citizens and wish to enter a reciprocal agreement wherein their citizens pay the resident fee for each other's recreational programs and services.

**III. THE AGREEMENT**

***NOW, THEREFORE, it is agreed between the parties as follows:***

- 3.01 A resident of one of the above-named parties shall be granted resident status of the other party named above for the sole purpose of participating in each party's park and recreation services and determining the appropriate fee to be paid based upon the residential rate.
- 3.02 The scope of this agreement shall be limited to the granting of the privileges of residency in regard to fees only.
- 3.03 Each party shall retain complete control over its policies, operation, administration and funding of the facilities and services it provides.

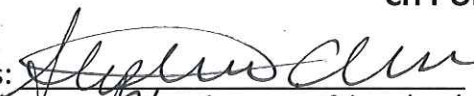

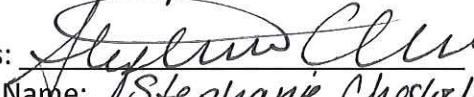
- 3.04 The home city shall supply the reciprocating city with residency information for the purpose of verifying the participant's residency status and eligibility under this Agreement.
- 3.05 This Agreement shall be in effect from January 1, 2017 through December 31, 2021. The Agreement may, upon mutual written agreement of both parties, be extended for an additional five (5) year term expiring on December 31, 2026.
- 3.06 Either party may terminate this Agreement at any time, and without penalty, by providing the other party with no less than thirty (30) days written notice of its intent to terminate the Agreement.

**IV. SEVERABILITY CLAUSE**

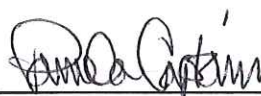
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**IN WITNESS WHEREOF**, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this \_\_\_\_ day of January, 2017.

**CITY OF MENASHA**

Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u></u> Don Merkes, Mayor
Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u>Deborah A. Galeazzi</u> Deborah A. Galeazzi, City Clerk

Approved as to form:

  
 Pamela Captain

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON

Witness: Nancy A. Kohlman  
Printed Name: Nancy A. Kohlman

By:   
Timothy M. Hanna, Mayor

Witness: Cathy Bolwerk  
Printed Name: Cathy Bolwerk

By:   
Kami Lynch, City Clerk

Approved as to form:

  
James P. Walsh, City Attorney

J:\Attorney\WORD\CRB\PARKSREC\Reciprocity Agreement for Resident Fees - Menasha - 2017.docx

**AMENDMENT TO PARKS AND RECREATION SERVICES RECIPROCITY  
AGREEMENT BETWEEN  
APPLETON AND NEENAH  
2022-2023**

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**CITY OF NEENAH**

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Don Merkes, Mayor

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Charlotte Nagel, City Clerk

Approved as to form:

\_\_\_\_\_  
Adam Westbrook, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**CITY OF APPLETON:**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

Attest: \_\_\_\_\_  
Kami Lynch, City Clerk

Approved as to form:

\_\_\_\_\_  
Christopher R. Behrens, City Attorney  
City Law A21-0962



**PARKS AND RECREATION SERVICES RECIPROCITY AGREEMENT  
BETWEEN  
APPLETON AND NEENAH  
2017 - 2021**

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**IN WITNESS WHEREOF**, the parties have caused the foregoing instrument to be executed in three (3) original counterparts on this 20 day of January, 2017.

**CITY OF NEENAH**

Witness: <u>G. Glenn Gashman</u> Printed Name: <u>G. Gashman</u>	By: <u>Dean R. Kaufert</u> Dean Kaufert, Mayor
Witness: <u>Joni A. Heinz</u> Printed Name: <u>Joni A. Heinz</u>	By: <u>Patricia A. Sturn</u> Patty A. Sturn, City Clerk

Approved as to form:  
James Godlewski  
 James Godlewski, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON


Witness: Nancy A. Kohlman  
Printed Name: Nancy A. Kohlman

By:   
Timothy M. Hanna, Mayor

Witness: Linda Maus  
Printed Name: Linda Maus

By:   
Kami Lynch, City Clerk

Approved as to form:

  
James P. Walsh, City Attorney

J:\Attorney\WORD\CRB\PARKSREC\  
Reciprocity Agreement for Resident Fees - Neenah - 2017.docx

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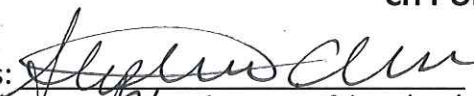

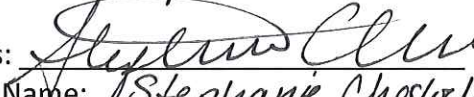
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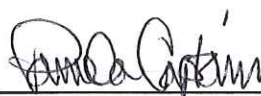
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Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u></u> Don Merkes, Mayor
Witness: <u></u> Printed Name: <u>Stephanie Cheslock</u>	By: <u>Deborah A. Galeazzi</u> Deborah A. Galeazzi, City Clerk

Approved as to form:

  
 Pamela Captain

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY OF APPLETON

Witness: Nancy A. Kohlman  
Printed Name: Nancy A. Kohlman

By:   
Timothy M. Hanna, Mayor

Witness: Cathy Bolwerk  
Printed Name: Cathy Bolwerk

By:   
Kami Lynch, City Clerk

Approved as to form:

  
James P. Walsh, City Attorney

J:\Attorney\WORD\CRB\PARKSREC\Reciprocity Agreement for Resident Fees - Menasha - 2017.docx

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2017 - 2021**

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**CITY OF NEENAH**

Witness: G. Glenn Gashman  
 Printed Name: G. Glenn Gashman

By: Dean R. Kaufert  
 Dean Kaufert, Mayor

Witness: Joni A. Heinz  
 Printed Name: Joni A. Heinz

By: Patricia A. Sturn  
 Patty A. Sturn, City Clerk

Approved as to form:

James Godlewski  
 James Godlewski, City Attorney

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]



CITY OF APPLETON


Witness: Nancy A. Kohlman  
Printed Name: Nancy A. Kohlman

By:   
Timothy M. Hanna, Mayor

Witness: Linda Maus  
Printed Name: Linda Maus

By:   
Kami Lynch, City Clerk

Approved as to form:

  
James P. Walsh, City Attorney

J:\Attorney\WORD\CRB\PARKSREC\  
Reciprocity Agreement for Resident Fees - Neenah - 2017.docx