

**CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
TUESDAY, January 3, 2012**

**6:00 PM
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
 - a. [Administration Committee, 12/19/11](#)
 - b. [Board of Public Works, 12/19/11](#)
 - c. [Library Board 12/15/11](#)
 - d. [NM Sewerage Commission, 11/22/11](#)
 - e. [NMFR Joint Finance & Personnel, 12/27/11](#)
 - f. [Special Closed Session Personnel Committee, 12/7/11](#)
 - g. Sustainability Board, [11/15/11](#), [12/20/11](#)Communications:
 - h. [Menasha Utilities, Customer First! The Wire Newsletter, 12/11](#)
- G. CONSENT AGENDA
- (Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)
- Minutes to approve:
1. [Common Council, 12/19/11](#)
Administration Committee, 12/19/11; recommends approval of:
 2. [Senior Center Facility Rental Fees \(Recommended by Committee on Aging\)](#)
 3. [City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2012 to December 31, 2012](#)
 4. Grant Agreements between Winnebago County and City of Menasha for the term January 1, 2012 to December 31, 2012 for:
 - a) [Senior Center Coordinator](#)
 - b) [Senior Center Activity Coordinator](#)
 - c) [Older Adult Health Screening Program](#)
- Board of Public Works, 12/19/11; recommends approval of:
5. [Change Order – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project; Sanitary Sewer Rehabilitation; Contract E145-11-01A; Terra Engineering & Construction Corporation; Request a 30-Day Time Extension to Provide Close-Out Documentation \(Change Order No. 3\)](#)
 6. [Change Order – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project; Sanitary Manhole Lining; Contract E145-11-01C; Infrastructure Technologies, Inc; Request a 30-Day Time Extension to Provide Close-Out Documentation \(Change Order No. 2\)](#)

G. CONSENT AGENDA, Cont'd.

NM Fire Rescue, Joint Finance & Personnel Committee, 12/27/11; recommends approval of:

7. [The purchase of four dry suits for a total of \\$7,558.96 through Mountain Bay](#)
8. The purchase of Res-Q-Tec airbags for a total of \$8,895.00

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 12/20/11 to 12/29/11 in the amount of \\$605,830.93.](#)

J. ORDINANCES AND RESOLUTIONS

1. [R-1-12 A Resolution to Restructure Pro-Rated Benefit Levels for Regular Part-time Employees](#)

K. APPOINTMENTS

1. Mayor's reappointment to the NM Sewerage Commission
 - a. Kathy Bauer, 709 Lincoln St. Menasha, for the term of January 3, 2012 – December 31, 2015

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA
(five (5) minute time limit for each person)

O. ADJOURN

MEETING NOTICE

CITY HALL WILL BE CLOSED ON JANUARY 2, 2012
Monday, January 16, 2012 – Regular Common Council Meeting – Council Chambers
Common Council – 6:00 p.m.
Administration Committee – 6:30 p.m.
Board of Public Works – 7:00 p.m.

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 19, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 7:35 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, PHD Nett, LD Lenz, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 12/5/11](#)

Moved by Ald. Krueger, seconded by Ald. Zelinski to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Senior Center Facility Rental Fees \(Recommended by Committee on Aging\)](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council.

Discussion: PHD Nett explain based on a comparison done on fees charged to rent a facility, the Committee on Aging fee the new proposed fees are fair and affordable.

Motion carried on roll call 7-0.

2. [City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2012 to December 31, 2012](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council.

Discussion: PHD Nett explained the amount of the contract, \$88,500, is the amount that was budgeted for 2012.

Motion carried on roll call 7-0.

3. Grant Agreements between Winnebago County and City of Menasha for the term January 1, 2012 to December 31, 2012 for:

a) [Senior Center Coordinator](#)

b) [Senior Center Activity Coordinator](#)

c) [Older Adult Health Screening Program](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to recommend to Common Council.

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Langdon to adjourn at 7:41 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
December 19, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Taylor at 7:45 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, LD Lenz, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [December 5, 2011](#)

Moved by Ald. Krueger, seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. [Change Order – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project; Sanitary Sewer Rehabilitation; Contract E145-11-01A; Terra Engineering & Construction Corporation; Request a 30-Day Time Extension to Provide Close-Out Documentation \(Change Order No. 3\)](#)

DPW Radtke explained the change order is for a 30-day time extension to provide project close-out documentation for the sanitary sewer rehabilitation. Since this is a Clean Water Fund project it requires more specific close-out documentation.

Moved by Ald. Krueger, seconded by Ald. Benner to recommend to Common Council.
Motion carried on roll call 7-0.

2. [Change Order – City of Menasha Wastewater Collection System Rehabilitation Improvements – Phase 4 Project; Sanitary Manhole Lining; Contract E145-11-01C; Infrastructure Technologies, Inc; Request a 30-Day Time Extension to Provide Close-Out Documentation \(Change Order No. 2\)](#)

DPW Radtke explained the change order is for a 30-day time extension to provide project close-out documentation for the sanitary manhole lining. Since this is a Clean Water Fund project it requires more specific close-out documentation.

Moved by Ald. Krueger, seconded by Ald. Benner to recommend to Common Council.
Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Benner to adjourn at 7:50 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

D R A F T
MINUTES OF REGULAR MEETING
ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES

December 15, 2011

Call to order at 4:01 p.m. by President Enos

Present: Eisen, Enos, Murray, Nichols, Wicihowski, Warren (Teen Rep)

Absent: Crawmer, Kobylski, Wisneski

Also present: Director Lenz, K. Seefeldt (Administrative Assistant), K. Beson (Head of Children's Services), J. Bongers (Head of Adult Services)

Public Comment

Due to population shifts as a result of the recent census, Menasha's Library will have one less representative on the Winnefox Library System Board in 2012. This will bring Menasha's representation down to one. Jim Reiland and Sue Werley have been serving as our representatives. Reiland's term recently ended. Werley has stated it is her intention to leave the WLS Board unless the Mayor chooses to reappoint her to the Library Board. She believes it is in our library's best interest to have one individual serve simultaneously on each of these boards. Director Lenz will discuss this with Mayor Merkes.

Authorization of Bills

Discussion pertaining to the transfer of memorial funds from the Endowment's memorial account to the Community Foundation's memorial account ensued.

Motion to defer transfer of funds from the Vollmer and Loescher Endowment Memorial accounts to the Community Foundation Memorial accounts by Murray, second by Eisen, and carried unanimously

Motion to authorize payment of the December list of bills from the 2011 budget as amended by Nichols, seconded by Wicihowski, and carried unanimously.

Consent Business

The following Consent Business items were presented for the Board's consideration:

Approve minutes from the Library Board meeting of November 17, 2011

Accept minutes of Policies & Personnel Committee meeting of November 30, 2011

Motion

Motion to approve minutes from the Library Board meeting of November 17, 2011 and accept minutes of the Policies & Personnel Committee meeting of November 30, 2011 by Eisen, seconded by Murray, and carried unanimously.

Director's Report/Information Items

1. Endowment Report. This month's report was reviewed. Board members expressed an interest in inviting a representative from the Community Foundation to a future meeting to explain their role in managing the library's funds. They also recommended that the Library Director and Investment Committee confer with an independent financial advisor on investment strategies.

Donations made to the library's endowment this fall include:

\$20.00	Brownie Troop 2545	Meeting Room
\$25.00	Jacobsen Creek Condo Assoc.	Meeting Room
\$25.00	Menasha Girls Fast Pitch Club	Meeting Room
\$1415.00	Helen Fahrbach Memorial Bequest	Adult Books-Poetry/Literature
\$60.00	Stitchers Indeed	Meeting Room

\$185.00	Joe Vollmer Memorial Bequest	Vollmer Memorial Fund
\$15.00	Sparks Recital	Meeting Room
\$417.00	Hafenbreadl Memorial Bequest	Adult Regular & Large Print/Children's Bks.
\$40.00	Donation in honor of Jodi Hesselman	Children's Books
\$20.00	Chang Recital	Meeting Room
\$100.00	Apple Knitters Guild	Adult Books
\$50.00	UW-O Learning In Retirement	Meeting Room
\$150.00	McClone Insurance Agency	Meeting Room
\$100.00	Annual Donation from M. Charbonneau	Endowment's General Fund

2. Current Budget Status Report for End of November. To date, 86.8% of the 2011 budget has been spent.
3. November Statistics. Director Lenz reported that she is revising the format of our monthly statistical report. Beginning in 2012, she will incorporate year-to-date totals. Lending for most formats tends to be about 10% less than last year's totals. We expect to see significant increases in the circulation of eBooks after the holidays.
4. Staff. Retired library assistant Karen Drechsel recently passed away. Memorial contributions from the Board and staff will be used to purchase a garden bench for the library in Karen's memory.
5. Library Year Events. Director Lenz reviewed a list of library events scheduled in 2012. We will be including a Diversity Fair as well, once that date has been determined.

(Beson left the meeting)

6. Library Legislative Day. Library Legislative Day will be held in Madison on February 14, 2012. Board members were encouraged to attend. Registrations are to be processed by the library's administrative assistant. Board members were also encouraged to join the Wisconsin Library Association.

Discussion/Action Items

7. Recommendations of the Policies and Personnel Committee. This Committee recommended a change to the "days closed" section of Chapter IV. They proposed including New Year's Eve day to the list of holiday hours. Including an additional paid holiday for employees would bring our policies closer in line with the City's. Eisen stated he was opposed to shortening the library's service hours. He also expressed concerns about awarding an additional paid holiday to staff and approving proposed step increases for 2012. He stated that he had recently been informed that the City planned to eliminate step increases for their employees next year. Members of the Policies & Personnel Committee agreed to review the library's step increase procedures when they update Chapter VII *Personnel Policies*.

Motion

Motion to accept the Policies and Personnel Committee's recommended changes to the Services & Facilities policies by Wicuhowski, seconded by Nichols, and carried unanimously.

Director Lenz reviewed additional proposed changes to Chapter IV which addressed petitioning in the library. There was a consensus to table this item and return it to the Policies and Personnel Committee for further consideration. Nichols commended staff on how well they handled a recent situation when someone wanted to collect petition signatures in our lobby.

8. 2012 Budget. The board reviewed the 2012 budget process. The library's 2012 final budgeted amount is \$1,380,664, which is 3.7 percent less than the current year's budget. The city's portion of that budget is \$895,118 or 5.7 percent less than its portion of the current year's budget.

The budget request initially approved by the board in September was for the same amount as the current year. At their meeting on September 15, 2011, the Library Board approved a 2012 budget with a 2 percent cost of living adjustment for employees, as recommended by Mayor Merkes. The mayor removed \$40,000 before submitting it to the council for approval. In the meantime, changes were made to the employees' health insurance plan from one with a low premium and low co-pays to one with no premium for employees but high deductibles. Also, this year the state's budget bill mandated that 5.9% of library personnel's pay be deducted for the Wisconsin Retirement System. In the past, that portion had been paid by the employer, as a long-standing benefit. Library staff will also no longer benefit from sick time payouts as an incentive not to use sick time during the year.

No action was taken to change the provisions in the original budget request approved by the board in September. After all bills are paid for the fiscal year, the director will present a new operating budget for 2012 with the new figures.

Teen Representative Nelson Warren inquired about the library's fundraising policies. He may have ideas to share with the Board in the future regarding fundraising.

Motion

Motion to adjourn into closed executive session pursuant to WI Statute 19.85(1)(c) for the purpose of considering promotion, compensation or performance evaluation of employees by Murray, seconded by Eisen. Motion approved on a roll call vote with five members voting in favor and none opposed.

Bongers and Warren left the meeting at 5:26 p.m.

9. Salary Steps for 2012. The following staff members are recommended to receive salary step increases in 2012:

Ana Maria Acosta	Librarian	Base>Step 2
Joe Bongers	Library Supervisor	Step 9>10
Katie Fahley	Page	Step 1>2 (top)
Kelly Moran	Page	Step 1>2 (top)
Pattie Stanislawski	Librarian	Step 9>10
Vanessa Taylir	Librarian	Step 3>4
Liz Tubman	Assistant Librarian	Base>Step 2

10. Performance Recognition Steps for 2012. The following staff members are recommended to receive performance recognition step increases in 2012:

Kathy Beson	Library Supervisor	Step 10>11
Kathy Hannah	Librarian	Step 12>13
Julie Wing	Clerk	Step 11>12

11. Director's Probationary Review. Policies & Personnel Committee chair Kathy Wicichowski reviewed the results of the director's recent probationary evaluation. Director Lenz thanked the Board for their helpful comments. She requested that they award her no COLA in 2012 as she just completed her 6-month probationary period and felt a cost of living increase was unwarranted.

Motion

Motion to adjourn the closed session and reconvene in open session at by Wicihowski, seconded by Murray. Motion carried on a roll call vote with five members voting aye and none voting nay.

Motion

Motion to approve the salary step promotions for 2012 as presented by Wicihowski, seconded by Murray. Motion carried with 4 members voting aye and Eisen voting nay.

Motion

Motion to approve the performance recognition steps for 2012 as presented by Wicihowski, seconded by Nichols. Motion carried with 4 members voting aye and Eisen voting nay.

Motion

Motion not to award Director Lenz a COLA in 2012 per her request by Murray, seconded by Nichols, and carried unanimously.

Motion to adjourn the meeting at 5:45 p.m. by Eisen, seconded by Nichols and carried unanimously.

Future meeting dates

The next regular board meeting will be held in the Gegan Room on Thursday, January 19, 2012 at 4:00 p.m.

Respectfully submitted,
Paul Eisen, Secretary
Kris Seefeldt, Recording Secretary

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Tuesday November 22, 2011

Meeting was called to order by Commission Vice-President Raymond Zielinski at 8:00 a.m.

Present: Commissioners Dale Youngquist, Tim Hamblin, Kathy Bauer, Raymond Zielinski, Mike Sambs, Jim Gunz; Manager Randall Much, Accountant Roger Voigt.

Excused: Commissioner Gordon Falck (arrived at approximately 8:30 am).

Also Present: Tom Kispert, Chad Olsen (McMAHON); Gary Mennen (Town of Greenville); Mike King (Post Crescent).

Commission Vice-President Raymond Zielinski welcomed Jim Gunz to the commission.

Commissioners discussed the minutes from the Regular Meeting and Closed Session of October 25, 2011; the minutes from the 2-Hour Notice Special Meeting on October 26, 2011; and the minutes from the Special Meeting and Closed Session on November 11, 2011. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Kathy Bauer to approve the minutes of the Regular Meeting and Closed Session of October 25, 2011. Motion carried unanimously. Motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to approve the minutes of the 2-Hour Notice Special Meeting on October 26, 2011. Motion carried unanimously. Motion made by Commissioner Mike Sambs, seconded by Commissioner Jim Gunz to approve the minutes of the Special Meeting and Closed Session on November 11, 2011. Motion carried unanimously.

Correspondence

There was no correspondence to be discussed:

Budget, Finance, Personnel

Accountant Voigt presented the financial statements for the month of October 2011. Commissioner Dale Youngquist questioned the possible use of excess O&M funds. The Clean Water Fund and the principle forgiveness was questioned; we will probably lose the principle forgiveness that was available, but the project is not currently in jeopardy for receiving Clean Water Funds. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Kathy Bauer to approve the Financial Statements for the month of October. Motion carried unanimously.

Accountant Voigt presented the Snow Plowing agreement for 2011-2012. Wording in Section Three was discussed. Accountant Voigt will contact the snow plow contractor to verify the correct wording in this section. Action on the Snow Plowing agreement was deferred to the December meeting.

Manager Much discussed the phone conversation he had with Attorney Tom Griggs concerning the billing received for the Commission financing. Attorney Griggs sent a report show time hours worked on the project. Commissioners discussed. Commissioner Jim Gunz questioned if they consulted with us on the higher fees; no one was able to confirm if they consulted with us prior to requesting the higher fee. Attorney Jim Gunz referenced the engagement letter indicating they would consult with us prior to any fee increases; he feels it is a matter of principle. Commissioner Raymond Zielinski questioned if we should get our attorney involved. After discussions, motion made by Commissioner Jim Gunz, seconded by Commissioner Dale Youngquist to pay \$16,000 to bond counsel Godfrey & Kahn as the maximum amount as under the contract. Motion carried unanimously on a roll call vote. Commissioner Dale Youngquist offered to contact Attorney Tom Griggs; Commissioner Jim Gunz indicated Commission Attorney John Thiel would be a more appropriate person.

Accountant Voigt presented MCO Invoices #15979, #16026 and #16018 in the amounts of \$117,132.41, \$692.00 and \$160.20. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to approve for payment MCO Invoices #15979, #16026 and #16018 and to pay the invoices after December 1, 2011. Motion carried unanimously.

Accountant Voigt presented the Accountants Report and Cash Flow Projection for the month of October. The interest rates have not changed; MCO generated \$5,500 in income to the Commission in October. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Tim Hamblin to accept the Accountants Report for October. Motion carried unanimously.

Accountant Voigt discussed his memo on quotes received to replace the current copy machine. Commissioner Jim Gunz questioned use of the machine by MCO. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to approve the purchase of the Toshiba e-Studio 3540c color copier from Ross Imaging LLC in the amount of \$6,595.26. Motion carried unanimously.

Manager Much discussed the open records request from Gary Mennen; Gary Mennen was present and further explained his request. Commissioners discussed releasing minutes; Commissioner Jim Gunz indicated he is not in favor of releasing unapproved minutes. Accountant Voigt reported he has contacted the company handling our internet website requesting them to provide an easy method to have minutes and agendas put on the website. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to have Commission agenda's and approved minutes put on the NMSC website as soon as possible. Motion carried unanimously. Motion made by Commissioner Jim Gunz, seconded by Commissioner Dale Youngquist to forward the current request for records policy to Attorney John Thiel for review and updating. Motion carried unanimously.

Accountant Voigt presented for payment McMAHON invoices #47234 - \$2,600.00; #47233 - \$14,200.00; #47229 - \$11,800.00; #47230 - \$2,200.00; #47231 - \$52.00; #47232 - \$154.00; #47446 - \$6,609.80; #47447 - \$18,530.40; #47267 - \$3,959.96; and #47276 - \$702.75. After discussion, motion made by Commissioner Dale Youngquist seconded by Commissioner Jim

Gunz to approve for payment invoices #47234, #47233, #47229, #47230, #47231, #47232, #47446, #47447, #47267, and #47276. Motion carried unanimously.

Commissioner Gordon Falck entered the meeting (arrived at approximately 8:30 am).

Operations, Engineering, Planning

Manager Much presented and discussed the operating report for the month of October 2011. The plant is operating well; staff is working on installing the new chlorine system; they are waiting for a panel for the unit. After discussion, motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to accept the operating report for the month of October 2011. Motion carried unanimously.

Manager Much discussed the sewer extension request received for Manitowoc Road located in the Waverly Sanitary District. After discussion, motion made by Commissioner Jim Gunz, seconded by Commissioner Tim Hamblin to approve the sewer extension request for Manitowoc Road located in the Waverly Sanitary District. Motion carried unanimously.

Tom Kispert updated the Commission on the facilities upgrade project. The equipment contracts have been sent out. One unsuccessful bidder has made request for information; a copy of the comparative evaluation form will be sent. We need to make a determination of Class A or Class B biosolids and a building site. Commissioner Dale Youngquist questioned that if there is a decision not to go with a contract. Tom Kispert responded the notice of award is sent, but no notice to proceed has been issued yet. Chad Olsen reported Fred Hageman from the DNR will be here Wednesday to review the digestion process.

Tom Kispert discussed the Controls & SCADA. Work is proceeding on the final design; they are also working on process instrumentation and drawings. We are anticipating a late December or early January time period to receive shop drawings.

Tom Kispert discussed the GIS based work order system. Hardware components are being installed; software to be installed the week of December 5. The whole system is moving forward; hopefully it will be in place by the next meeting. Commissioner Tim Hamblin questioned if there are any controversies on the bidders. Tom Kispert responded everyone is complying with the requests; we have been following Commission Attorney John Thiel's directions.

Old Business

Biosolids. Chad Olsen reported that alternative sites are being looked at. A realtor provided approximately 60 potential sites; these will be put on an aerial map and checked to see if any could be possible sites. Chad also reported meeting with Synagro; they are looking for alternatives on their end. There were additional talks with landfill personnel on additional site availability; talks were also held with 2 package system providers. Chad also reported on additional information requested by Dave Tebo on biosolids for land application in the Town of Greenville. Commissioner Jim Gunz questioned the useful life of the landfill for our biosolids disposal; Chad reported he is not sure but thought they were looking to close the landfill in the next 1 to 1-1/2 years. There is the possibility of a cell being available.

New Business

Motion made by Commissioner Jim Gunz, seconded by Commissioner Dale Youngquist to move the December meeting of the Commission from Tuesday December 27 to Tuesday December 20. Motion carried unanimously. The next Regular Meeting of the Commission will be Tuesday December 20.

Motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to convene into closed session pursuant to Wis. Stats. § 19.85(1)(g) to confer and review oral legal advice by legal counsel to the Commission as to litigation strategy and status of matters concerning the lawsuit(s) commonly referred to as the Fox River litigation and the results of an November 18, 2011 federal court ordered mediation session held in Milwaukee and discuss settlement options. By roll call vote taken, motion carried unanimously, by Commissioners Dale Youngquist, Kathy Bauer, Tim Hamblin, Mike Sambs, Gordon Falck, Jim Gunz.

Meeting convened into closed session at 9:01 am.

After discussions, motion made by Commissioner Jim Gunz, seconded by Commissioner Tim Hamblin to adjourn the closed session and return in regular open session. Motion carried unanimously by Commissioners Dale Youngquist, Kathy Bauer, Tim Hamblin, Mike Sambs, Gordon Falck, Jim Gunz. The Commission returned to Regular open session at 9:11 am.

Vouchers

Motion made by Commissioner Dale Youngquist, seconded by Commissioner Jim Gunz to approve operating and payroll fund vouchers #132640 through #132685 in the amount of \$312,297.14 for the month of October 2011; and Construction Fund Vouchers #1, #2, #101, #102, and #103 for the month of October in the amount of \$78,573.01. Motion carried unanimously.

Motion made by Commissioner Jim Gunz, seconded by Commissioner Kathy Bauer to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:13 a.m.

Vice-President

Secretary

THE NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY December 20th, 2011.

Neenah-Menasha Fire Rescue
Joint Finance & Personnel Committee Meeting
December 27, 2011 – 5:30 p.m.
3rd Floor Council Chambers – City of Menasha

Present: Ald. Sevenich, Krueger, Stevenson, Klein, Ahles and Ramos.

Also Present: DC DeLeeuw, AC Sipin, Director Stoffel and Office Manager Theisen.

Ald. Sevenich called the meeting to order at 5:30 p.m.

Public Forum: There were no members of the public present.

Budget Review: The Committee reviewed the November 2011 budget report. **MSC Ramos/Krueger to accept the November 2011 budget report and place on file, all voting aye.**

Meeting Minutes: The Committee reviewed the meeting minutes from December 11, 2011. **MSC Krueger/Stevenson to approve the meeting minutes of December 11, 2011 and place on file, all voting aye.**

November Activity Report: The Committee reviewed the November 2011 activity report. Ald. Krueger asked if there is a record to show who showed up to EMS calls first, NMFR versus Gold Cross Ambulance. DC DeLeeuw stated that there is no way to record this in our current records management system. **MSC Stevenson/Ramos to accept the November 2011 activity report and place on file, all voting aye.**

Dive Team Contracts: The Committee reviewed the contracts with Dive Team International for dive ice rescue training for the end of January. AC Sipin discussed the training and explained that we have received discounted prices for these contracts due to the number of people we are training. Ald. Krueger asked why four additional people are being trained. AC Sipin explained that in the early stages of this we found that four people already had certification and didn't need the PADI training. Therefore, there was cost savings in the beginning and we have four additional people who are interested in being trained this will give us more people trained in the event the services are needed. The training on January 30th and January 31st is to have the four additional people caught up on the training level that the current 12 members are at. The February training is for all members to move to the next level of open water and ice diving.

Ald. Stevenson asked about the higher overtime wages. AC Sipin explained that due to when the classes had to be scheduled there are several people that need to come in off duty for the training.

Ald. Krueger asked about the overall costs for the ambulance and these costs are going to come out of the trust fund. AC Sipin said the costs for this vehicle is being a dual-purpose vehicle. It's not going to be only for the Dive Team but for all water rescue

calls. DC DeLeeuw said that since this is a tow vehicle being used for other calls the costs for this are being taken out of the current budget and not the dive team.

Ald. Stevenson asked where the current training costs have come from so far. AC Sipin explained that this is for the training that was held for the current 12 members that were held in September and October. This was open water training and dive rescue training.

MSC Krueger/Ahles to approve the Dive Rescue One training on January 30th and January 31st for a total of \$1,200, all voting aye.

MSC Krueger/Klein to approve the Ice Diving Operations on February 1st through February 3rd, 2012 for a total of \$2,640.00 all voting aye.

AC Sipin asked if he could proceed with the letter of intent with the company so we can move forward with confirming scheduling the training as the trainers are coming from out of town. The Committee authorized him to move forward with this and to send a copy of these unapproved minutes with the letter of intent.

Dive Team Dry Suits: The Committee reviewed the handout that shows the quotes of dry suits and gloves for the dive team. Two quotes were received and reviewed. AC Sipin said he spoke with other dive teams regarding the suits that they use and was told that many are using Viking and are happy with it. It was noted it is our intent to go with the inside liner from another company since the cost is half the price and will fit within the Viking suit. The cost is to purchase four suits and this will be used as a primary suit regardless of the time of year it is. Ald. Krueger asked where the funds would come and AC Sipin stated that this would come from the trust fund for the dive team. Ald. Stevenson asked for an updated summary of all expenses and funds raised after the three items have been paid.

Ald. Sevenich asked for an update on the fundraising events for the dive team. The Vic Ferarri concert at the end of January 2012 will be donating some of the proceeds to our dive team. There are other fundraising events being planned for opening day of sturgeon spearing. He also noted that we continue to apply for local grants.

Ald. Krueger asked if we have discussed with local clubs donations and AC Sipin did state that local clubs have donated to the dive team. AC Sipin also noted that we received a \$1,000 grant from the Wisconsin Energy Corporation and Appleton Cardiology donated \$500. **MSC Stevenson/Klein to recommend the City of Neenah and City of Menasha Common Council approve the purchase of four dry suits for a total of \$7,558.96 through Mountain Bay, all voting aye.**

Airbag Purchase: The Committee reviewed the request to purchase new airbags. AC Sipin said this is used for lifting in rescue situations. He noted that we did have three bags and one failed on us and we have two left and they are not in good shape. In researching the age of these bags, they were purchased prior to 1989. AC Sipin did research on the different types of airbags currently available and discussed the two different types. It is his recommendation that we move forward with the donut bag style.

He feels this will work better for accidents and these will also help us when we are at industrial accidents due to their versatility where the current style we have doesn't give us that versatility. Ald. Klein asked if there are current budget funds. DC DeLeeuw noted that we do have funds in the current budget we were delaying the purchase to see how our overall budget was for the year and our budget this year allows us to move forward with the purchase. The Committee reviewed the purchase order. Ald. Ahles if the current bags will be pulled out of service. AC Sipin did confirm this. Ald. Ahles asked what the scheduled replace is for these. AC Sipin on average the life expectancy is about 10 and no longer than 15 years. He also noted that NFPA is working on developing recommendation standards for airbags. **MSC Ramos/Klein recommends the City of Neenah and City of Menasha Common Council approve the purchase of Res-Q-Tec airbags for a total of \$8,895.00, all voting aye.**

MSC Krueger/Stevenson to adjourn at 6:10 p.m., all voting aye.

Respectfully Submitted,

Steve DeLeeuw
Deputy Chief

SD/tt

CITY OF MENASHA
SPECIAL CLOSED PERSONNEL COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
December 7, 2011
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Englebert at 5:54 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Englebert, Benner, Klein, Taylor, Sevenich, Langdon, Krueger, Mayor Merkes

ALSO PRESENT: CA/HRD Captain, PC Styka, HR Spec. Taubel, Clerk Galeazzi

C. ACTION ITEMS

1. Moved by Ald. Benner, seconded by Ald. Krueger to Adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(e)&(g): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Police Local 603).

Motion carried on roll call 9-0.

Chairman Englebert explained the intent was to negotiate a contract with the Police Union before it would go to arbitration. They needed to resolve the 2009-2011 contract before working on the 2012-2014 contract.

CA/HRD Captain explained the new terms of both contracts. It was agreed that both contracts, 2009-2011 and 2012-2014 would be acted on together.

Moved by Ald. Sevenich, seconded by Ald. Benner to accept latest offer from Police Union.

General discussion ensued on clarification of terms; financial impact on budget.

Motion carried on roll call 8-1. Ald. Zelinski – no.

2. May return to Open Session following Closed Session to take action on matters discussed during Closed Session.

No Action.

D. ADJOURNMENT

Moved by Ald. Sevenich, seconded by Ald. Benner to adjourn at 6:40 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

Wages:

2009	2%	January 1
	1%	July 1
2010	1%	January 1
	1.5%	December 31
2011	1%	January 1
	1%	July 1
	1%	December 31
2012	3%	January 1
2013	2%	January 1
	2%	December 31
2014	1%	January 1
	1%	July 1
	1%	December 31

WRS Contribution:

2012: 50% *1/3*
2013: 100% contribution; ~~no cap~~ *no 2/3*
2014: ~~same as 2013~~ *full*

Health Insurance:

2009: 8% premium contribution; cap at \$130 w/health, dental, vision
2010: 9% premium contribution; cap at \$160 w/health, dental, vision
2011: 10% premium contribution; cap at \$175 w/health, dental, vision
2012: same as other employees *City pays premium*
2013: no change
2014: re-opener if insurance premiums increase by greater than ~~12%~~ *10%*

Dental/Vision Insurance:

2009: 8% premium contribution
2010: 9% premium contribution
2011: 10% premium contribution
2012-2014: 10% premium contribution

Other terms agreed upon in the parties' final offers.

CITY OF MENASHA
Sustainability Board
Council Chambers, City Hall – 140 Main Street
November 15, 2011
MINUTES

A. CALL TO ORDER

The meeting was called to order at 6:33 p.m. by Linda Stoll.

B. ROLL CALL/EXCUSED ABSENCES

SUSTAINABILITY BOARD MEMBERS PRESENT: Paul Van de Sand, Chris Bohne, Kathy Thunes, Linda Stoll, Roger Kanitz, Ed Kassel

SUSTAINABILITY BOARD MEMBERS EXCUSED: Becky Bauer

OTHERS PRESENT: CDD Keil, PP Homan, Mayor Merkes, Christopher Evenson

C. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

D. MINUTES TO APPROVE

1. Motion made by Paul Van de Sand and seconded by Kathy Thunes to approve the minutes of September 20, 2011. The motion carried.

E. COMMUNICATIONS

1. **Sustainable Communities Network meeting minutes**

Kathy Thunes and Linda Stoll explained that the network formed out of a quarterly Natural Step group, and now meets quarterly to learn about what other communities are doing in regards to sustainability. They referred to the minutes from the network's October meeting and gave a brief overview of the general discussion at that meeting.

Paul Van de Sand noticed some inaccuracies pertaining to the City of Menasha portion of the meeting notes.

F. REPORTS

1. **“River-Gen 1: Using Fox River flow for Off-Grid local EV charge stations – A Demonstration Project” (Ed Kassel)**

Ed Kassel described the contents of his white paper on using river flow to generate off-grid electricity to power electrical vehicles. He wants to conceptualize this idea in Menasha.

The committee further discussed the following:

- what the next steps were in the process;
- designating a lead entity to move the project forward;
- identifying an appropriate location;
- securing partners;
- potential funding sources;
- grant writing assistance;
- cost for equipment;
- feasibility of the project; and
- other communities/businesses doing similar initiatives.

Ed Kassel indicated he was looking for an endorsement from the board prior to moving any

further on the project.

Motion by Linda Stoll, second by Chris Bohne to endorse the concept and encourage Ed Kassel and Paul Van de Sand to look into it further. Motion carried.

2. **Energy Use by the City**

Paul Van de Sand stated the report will be done in December. He will be prepared to give a presentation on it in January, and would like to invite council, department heads and staff to see the results of the baseline report.

G. ACTION ITEMS

1. **Endorsement of Regional Sustainability Grant**

Kathy Thunes indicated this grant had already been submitted, thus there was no longer a need for the Board to endorse the grant application.

2. **Accept letter of resignation from Sadie Schroeder**

Committee members discussed keeping Sadie Schroeder involved in sustainability initiatives within the city, such as local food and the farmers market, despite her no longer serving on the board.

Motion by Linda Stoll, second by Kathy Thunes to accept with regret Sadie Schroeder's resignation and encourage her future engagement with the Sustainability Board.

H. DISCUSSION

1. **Update on ECWRPC HUD Grant Application (Kathy Thunes)**

Kathy Thunes indicated that the grant program has been eliminated for future funding cycles, but believes funds still exist for this cycle. She indicated ECWRPC has submitted the grant and is waiting to hear back from HUD.

Linda Stoll stated that she hoped to hear something relatively soon, if the review period was similar to last year's.

2. **Potential Earth Week Activities**

Kathy Thunes indicated that there were many entities involved in the upcoming Earth Week events and she is coordinating with them. Earth Day is April 22 in 2012.

The board discussed whether the City could partner with the Town on an earth week e-waste collection effort.

I. ADJOURNMENT

Motion made by Paul Van de Sand and seconded by Kathy Thunes to adjourn at 7:45 PM. The motion carried.

Minutes respectfully submitted by Kara Homan, PP.

**CITY OF MENASHA
Sustainability Board
Council Chambers, City Hall – 140 Main Street
December 20, 2011
DRAFT MINUTES**

A. CALL TO ORDER

The meeting was called to order at 6:35 p.m. by Linda Stoll.

B. ROLL CALL/EXCUSED ABSENCES

SUSTAINABILITY BOARD MEMBERS PRESENT: Paul Van de Sand, Chris Bohne, Linda Stoll, Roger Kanitz, Ed Kassel

SUSTAINABILITY BOARD MEMBERS EXCUSED: Kathy Thunes

OTHERS PRESENT: CDD Keil, PP Homan, Mayor Merkes.

C. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA

1. No one spoke.

D. MINUTES TO APPROVE

1. Motion made by Linda Stoll and seconded by Paul Van de Sand to approve the minutes of November 15, 2011. The motion carried.

E. COMMUNICATIONS

Linda Stoll indicated that ECWRPC did not receive the HUD Sustainable Communities grant, nor did anyone else in Wisconsin. However, it was the only entity in the state to receive Preferred Community Status, which provides additional points for other HUD grant applications.

Linda Stoll indicated that she had discussions with NEWERA regarding the needs of business and industry, and tying higher education “sustainability” training to their needs.

F. REPORTS

1. **“River-Gen 1: Using Fox River flow for Off-Grid local EV charge stations – A Demonstration Project” (Ed Kassel)**

Ed Kassel described the steps he’s taken since the last board meeting to further explore the potential for an off-grid hydro-powered electric vehicle charge station in Menasha. These include:

- preliminary work on location, site surveying, and picture taking;
- meeting with an interested property owner with river frontage;
- preparing an abstract on the concept for the Green Summit;
- securing a 20+ year old study conducted by Menasha Utilities on hydro-electric power generation; and
- contacting two manufacturers of small-scale hydro-electric generators; no responses have been received to date.

Roger Kanitz suggested making calls to WDNR to determine what permits are required. CDD Keil stated that he would send contacts for the WDNR water regulation and zoning staff.

A general discussion occurred regarding potential buildings that already have water flowing under them as potential locations for good river flow. Buildings identified included Sonocco, Whiting, and Gilbert.

Mayor Merkes indicated that WPPI is currently offering incentives for electrical vehicles, which could fit well with this project if implemented.

2. **City electric use baseline study (Paul Van de Sand)**

Chris Boehne provided the board with an overview of federal data on average energy usages for building types in the Midwest based on BTUs. He also compared City of Appleton facilities to Menasha Facilities. It appears as if Menasha's facility usages are comparable to federal data and Appleton averages.

Paul Van de Sand explained his methodology for conducting a baseline assessment for Menasha municipal facilities. Facilities were categorized as year round and seasonal. The intent is to use this baseline to help measure what energy efficiency projects are able to achieve in energy savings moving forward. He would like to use January's Sustainability Board meeting to add gas to the baseline and convert all facilities to BTUs/square foot. He will be prepared to do a presentation to the Common Council in February.

3. **Ecos-FV (Roger Kanitz)**

Roger Kanitz described the efforts of Ecos-FV to develop a sustainability video clip library. The Town of Menasha is willing to tape programs on sustainability and air them after their Plan Commission meetings on public access TV.

4. **Community web-site status (Roger Kanitz)**

Roger Kanitz provided an update on the plans for the Ecos-Fox Valley community website. It will be a resource for communities to share resources and events related to sustainability. UW-Extension is preparing an online survey to help gather community information. Maintenance and funding of the site will need to be considered in the future.

5. **Meeting with Town of Menasha Sustain Committee (Roger Kanitz)**

Roger Kanitz met with the Town's sustainability committee and learned they would like to work with the City on an electronic recycling program. They currently have two events, with the next one set for April, 2012.

Roger Kanitz also mentioned that the Town is planning a Saturday farmer's market at their municipal building. PP Homan suggested they get in contact with Kristin Sewall who runs the City's Thursday market for advice.

G. ACTION ITEMS

NONE

H. DISCUSSION

1. **Earth Day Recycling Event**

The Board discussed a potential partnership with the Town of Menasha for an Earth Day electronic recycling event, and where potential pickup locations could be. There was a general consensus that a location on the east side of the river was necessary and could serve both Town and City residents. The Board decided they needed to know the following before proceeding:

- Who will coordinate/staff the event;
- Where will the recycling location(s) be;
- How long of a time period will the recycling event last;
- What kinds of electronic recycling can be accepted;
- What will the cost be to the City and/or Town to administer the event.

I. ADJOURNMENT

Motion made by Paul Van de Sand and seconded by Chris Bohne to adjourn at 8:08 PM.
The motion carried.

Minutes respectfully submitted by Kara Homan, PP.

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, December 19, 2011
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:02 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Zelinski, Benner, Klein, Taylor, Sevenich, Langdon, Krueger

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, PHD Nett, PRD Tungate, LD Lenz, Clerk Galeazzi and the Press

DEPT. HEAD EXCUSED: C/T Stoffel

D. PUBLIC HEARING

None

E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

(five (5) minute time limit for each person)

No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:

Minutes to receive:

a. [Administration Committee, 12/5/11](#)

b. [Board of Public Works, 12/5/11](#)

c. [Housing Authority, 6/22/11](#)

d. [Landmarks Commission, 10/12/11](#)

e. NM Fire Rescue, Joint Finance & Personnel Committee; [11/22/11](#), [12/14/11](#)

f. [Parks and Recreation Board, 12/12/11](#)

g. Personnel Committee, [12/5/11](#), [12/7/11](#)

h. [Plan Commission, 12/6/11](#)

i. [Police Commission, 11/17/11](#)

j. [Water and Light Commission, 11/16/11](#)

Communications:

k. [Asst. Fire Chief Mike Sipin, 12/6/11; NIMS ICS Training](#)

l. [Valley Transit to Mayor Merkes, 12/6/11; Third quarter State and Federal transportation refund for 2011 fixed route services](#)

Moved by Ald. Sevenich, seconded by Ald. Krueger to receive Minutes & Communications A-l
Motion carried on voice vote.

G. CONSENT AGENDA

(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)

Minutes to approve:

1. [Common Council, 12/5/11](#)

Administration Committee, 12/5/11; recommends approval of:

2. [Weights and Measures Proposed Fees for 2012](#)

3. [Amendment to Listing Contract with Drifka Group Inc. for 81 & 87 Racine St. and 504 Broad St.](#)

Board of Public Works, 12/5/11; recommends approval of:

4. [Street Use Permit – 18th Annual First Eve Fox Cities; Saturday, December 31, 2011; 10:30 PM to 12:20 AM \(Community Forward\) with the condition that all insurance and final fireworks information be submitted before going to council](#)

G. CONSENT AGENDA, cont'd.

Plan Commission, 12/6/11; recommends approval of:

5. [Lease agreement with Valley Marine Mart for property adjacent to the US Government Canal with the deletion of reference to public access to the site and modifying the lease termination to provide for 60 days notice by either party prior to the annual renewal date of the lease](#)

Park and Recreation Board, 12/12/11; recommends approval of:

6. [Reciprocity agreements with:](#)
[a. City of Neenah – 5 year agreement](#)
[b. YMCA of the Fox Cities – 3 year agreement](#)
[c. Town of Menasha – 1 year agreement](#)
[d. City of Appleton – 1 year agreement](#)

NM Fire Rescue, Joint Finance & Personnel Committee, 12/14/11; recommends approval of:

7. [Tentative agreement with Local 275 and authorize the removal of the wage re-opener language for years 2014 through 2015 provided that in any re-opener for insurance premium contributions, the Cities agree to only offer contribution changes uniform with other employee groups in the same insurance plans](#)

Ald. Sevenich requested to remove item 7 from Consent Agenda; Ald. Klein requested to remove item 3 from Consent Agenda; Ald. Krueger requested to remove item 5 from Consent Agenda; Ald. Zelinski requested to remove item 2 from Consent Agenda.

Moved by Ald. Sevenich, seconded by Ald. Langdon to approve Consent Agenda items 1, 4, 6.
Motion carried on roll call 7-0.

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Sevenich, seconded by Ald. Krueger to approve Consent Agenda item 2, Weights and Measures Proposed Fees for 2012.

Discussion: Ald. Zelinski commented the fees should remain the same as 2011.

Motion carried on roll call 6-1. Ald. Zelinski – no.

Moved by Ald. Klein, seconded by Ald. Krueger to approve Consent Agenda item 3, Amendment to Listing Contract with Drifka Group for 81 & 87 Racine St. and 504 Broad St.

Discussion: Ald. Klein commented the amendment puts further restrictions on the use of the property.

Motion carried on roll call 4-3.

Ald. Taylor, Sevenich, Krueger, Benner – yes

Ald. Klein, Langdon, Zelinski – no

CDD Keil explained the lease agreement with Valley Marine Mart for the City owned property on the north side of the US Government Canal on Water Street for the term 1/1/2012 to 7/1/2013.

Moved by Ald. Sevenich, seconded by Ald. Zelinski to approve Consent Agenda item 5, Lease Agreement with Valley Marine Mart with an annual payment amount of \$882.00 over the years of 2012-2013.

General discussion ensued on the terms of the lease agreement; working with Valley Marine Mart as a long time tenant; delinquency of current lease. Mr. Bodway was present and answered questions.

Moved by Ald. Krueger, seconded by Ald. Langdon to require the arrears of the current lease be paid up by 12/31/2012.

Motion on amendment failed on roll call 3-4.

Ald. Klein, Krueger, Zelinski – yes

Ald. Taylor, Sevenich, Langdon, Benner – no

Moved by Ald. Zelinski, seconded by Ald. Langdon to amend annual lease payment to \$1,782.00.

Motion on amendment carried on roll call 4-3.

Ald. Klein, Langdon, Krueger, Zelinski – yes

Ald. Taylor, Sevenich, Benner – no

Motion as amended carried on roll call 6-1. Ald. Benner – no

H. ITEMS REMOVED FROM CONSENT AGENDA, cont'd.

Moved by Ald. Sevenich, seconded by Ald. Krueger to approve Consent Agenda item 7, Tentative Agreement with Local 275 as presented and not authorize the removal of the wage re-opener language for years 2014 through 2015 provided that in any re-opener for insurance premium contributions, the Cities agree to only offer contribution changes uniform with other employee groups in the same insurance plans. Motion carried on roll call 7-0.

I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 12/8/11 to 12/15/11 in the amount of \\$ 889,306.38](#)

Moved by Ald. Klein, seconded by Ald. Langdon to approve accounts payable and payroll. Motion carried on roll call 7-0.

2. [Poll Worker Appointments for the City of Menasha for the 2012-2013 election years, pursuant to Wis. State Statute §7.30](#)

Moved by Ald. Klein, seconded by Ald. Langdon to approve poll worker appointments. Motion carried on roll call 7-0.

3. [Proposed Tentative Agreements Local 603 \(Police\) 2009-2011 and 2012-2014](#)

Moved by Ald. Krueger, seconded by Ald. Sevenich to approve the Tentative Agreements with Local 603 (Police)

General discussion on the terms of the agreements.

Motion carried on roll call 6-1 Ald. Zelinski – no.

4. Motion to remove from the table offering the non-WRS contributing employees the Network Health Consumer Driven HMO plan with a deductible of \$2,000 individual/\$4,000 family for 2012 with the employee paying the deductible plus either the negotiated premium contribution or 6% if the employee is non-represented (Tabled 11/21/11)

Moved by Ald. Benner, seconded by Ald. Langdon to remove from the table offering the non-WRS contributing employees the Network Health Consumer Driven HMO plan with a deductible of \$2,000 individual/\$4,000 family for 2012 with the employee paying the deductible plus either the negotiated premium contribution or 6% if the employee is non-represented

Motion carried on roll call 7-0.

CA/HRD Captain explained the offer to the non-WRS contributing employees, Police Union and Police Management, the same Consumer Driven Health Insurance with a \$1,500/\$3,000 deductible that the other employees receive.

Moved by Ald. Krueger, seconded by Ald. Langdon to offer to Police Union and Police Management employees the Consumer Driven HMO Health Insurance plan with \$1,500/\$3,000 family deductibles for which the employee is responsible.

Motion carried on roll call 7-0.

J. ORDINANCES AND RESOLUTIONS

None

K. APPOINTMENTS

None

L. HELD OVER BUSINESS

1. Special Use Permit and Site Plan for Student Apartment Housing at Midway Road, Parcel 7-01262-1, allowing for fiberboard cement facing on the north façade, and with the following conditions: (Held 12/5/11)
 - Developer submits a final lighting plan to Community Development staff for review and approval;
 - Developer submits a final site plan with building setbacks indicated; and,
 - Approval of Stormwater and Erosion Control Plans by Public Works/Engineering staff

Moved by Ald. Benner, seconded by Ald. Taylor to approve the Special Use Permit with conditions General discussion ensued on the project. Dave Allen and Rod Fisk representing the developers answered questions. Future uses of the property was discussed.

Moved by Ald. Krueger, seconded by Ald. Sevenich to amend, should the owner of the property become a tax-exempt entity a PILOT would be due annually based on the tax rate with a minimum payment of \$20,000.

Motion on amendment carried on roll call 7-0.

Motion as amended carried on roll call 7-0.

M. CLAIMS AGAINST THE CITY

None

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

(five (5) minute time limit for each person)

PC Tim Styka, Menasha Police Dept. Thanked the Council for working with the Police Union on settling their contracts

Officer Aaron Zemlock, Menasha Police Dept. Appreciates the Council working with the Police Union on a fair contract and avoiding arbitration.

O. ADJOURN

Moved by Ald. Krueger, seconded by Ald. Benner to adjourn at 7:29 p.m.

Motion carried on voice vote.

Respectfully submitted by Deborah A. Galeazzi, WCMC, City Clerk

**Menasha Senior Center
Facility Rental Fees**

Current 2011

Proposed 2012

	<u>Resident w/o Kitchen</u>	<u>Resident w Kitchen</u>
Up to 3 hrs.	\$10.00/hr	Add \$20 to total
After 3 hrs.	\$5.00/hr	hrly rate

	<u>Non-Residents w/o Kitchen</u>	<u>Non-Resident w Kitchen</u>
Up to 3 hrs.	\$15.00/hr	Add \$25.00 to total
After 3 hrs.	\$10.00/hr	hrly rate

	<u>Resident w/o Kitchen</u>	<u>Resident w Kitchen</u>
Up to 4 hrs.	\$40.00	Same
After 4 hrs.	\$5.00/hr	

	<u>Non-Residents w/o Kitchen</u>	<u>Non-Resident w Kitchen</u>
Up to 4 hrs.	\$55.00	Same
After 4 hrs.	\$10.00/hr	

Security Deposit \$25.00

Security Deposit \$25.00

(\$20.00 kitchen fee waived for City of Menasha residents (55 yrs and older).

**City of Menasha
and
Neenah-Menasha YMCA
Senior Center Collaboration
Contract 2012**

I. Preamble

Whereas the Neenah-Menasha YMCA and the City of Menasha are committed to helping our seniors in our community in their pursuit of wellness and social outlets. Whereas collaboration between the Neenah-Menasha YMCA and the City of Menasha will provide enhanced services and programs for the senior citizens of the community and maximize the available resources of the City of Menasha and the Neenah-Menasha YMCA.

II. Responsibilities of the Neenah-Menasha YMCA

The Neenah-Menasha YMCA (YMCA) would serve as the operation agent for the City of Menasha Senior Center. The YMCA will serve as the scheduling agent for the facility and book use of the facility by outside groups during closed times. The YMCA will be responsible for the management of the day to day operations of the facility along with all programming. The YMCA will employ and supervise all staff along with supervising any volunteers. All Program and Administrative staff at the Menasha Senior Center will be employees of the YMCA. All staff will be CPR/First Aid Certified and will complete all trainings as specified by YMCA policies. All staff will have a signed job description on file and will receive yearly performance appraisals.

Programming will be considered YMCA programming and will fall under the YMCA Volunteer Board of Directors oversight and counsel. Minimum programming will be as set forth on *Attachment 1*. At a minimum, the hours of operation at the Senior Center shall be 40 hours per week, Monday through Friday.

On a quarterly basis, the YMCA will provide written updates to the City of Menasha as to its planned programming at the Senior Center. The YMCA will keep adequate records of all expenses and revenues related to the Agreement and will provide at least a quarterly report to the City of Menasha. The YMCA shall own and maintain records from program operations of this Agreement for at least (7) seven years. All YMCA records related to this Agreement will be open for inspection upon reasonable notice by the City of Menasha or any member of the public.

III. Responsibilities of the City of Menasha

The City of Menasha will allow the Neenah-Menasha YMCA to utilize the Menasha Senior Center facility at no cost for older adult programming. The City of Menasha will be responsible for all general maintenance and upkeep of the building. Repairs or updates should be scheduled in order to minimize disruption of programs or operations. City employees may access facility at any time to perform duties or ensure upkeep of the Center. Furnishings existing at the Senior Center on the first day of this Agreement will remain at the Senior Center and be available for continued use until the end of its useful life.

IV. During the term of this Agreement, Advocap meal program will be allowed to continue to use the Menasha Senior Center facility, Monday through Friday, per their contract with the City of Menasha.

V. Program and Facility Costs/Revenues

The YMCA will be responsible for all program costs including, operational cost, staffing charges, utilities, supplies, IT equipment and services, licensing and miscellaneous expenses of the Senior Center including snow removal on the sidewalks, grass cutting and housekeeping. The City of Menasha will continue snow removal on the driveway and parking lot areas. Equipment owned by the YMCA will remain as property of the YMCA. Replacement furnishings at the facility will remain as property of the YMCA. Replacement furnishings at the facility will be the responsibility of the YMCA as cost of operations. The YMCA will include the Menasha Senior Center in its Active Older Adult Budget and will be responsible for creating an operational budget that fits within the contract fee. The YMCA will keep First Aid kits in program areas and at the reception desk. Kits will be the responsibility of the YMCA and will be restocked as needed by YMCA staff. Incident/ accident reports for participants and staff will be managed by the YMCA and a copy of each report will be forwarded to the City within 3 days of any incident/accident.

The City of Menasha will be responsible for all facility costs including repairs, maintenance and upkeep. Any inspections and assessments will be the responsibility of the city. The City of Menasha will equip and maintain the facility with the proper amount of fire extinguishers as required by city codes. An AED will be located in the common area and maintained by the City of Menasha staff. Supplies for maintaining the AED are the responsibility of the City of Menasha.

In addition, the City of Menasha will pay the Neenah-Menasha YMCA a contract fee of \$88,500, payable on a quarterly basis, for program finances that the YMCA incurs from programming at the Senior Center from January 1, 2012 to December 31, 2012.

All revenues received by the YMCA for programming as set forth in *Attachment 1* will be collected by and belong to the YMCA, except revenues from outside group rentals, program donations, and donations for the *Legacy Account* which will belong to and managed by the City of Menasha.

The City of Menasha will be responsible for the City of Menasha Health Department 60 Plus program. Any program fees collected for the City of Menasha Health Department 60 Plus program will belong to and be maintained the City of Menasha Health Department.

Annually, the parties will exchange financial information regarding program and facility costs and revenues in order to prepare the following year's budget and contract fee. In determining, subsequent years contract fees, it is expected that as rental fee income increases, the Tax-Based Subsidy can decrease.

VI. Facility

The scheduling and operating of the Menasha Senior Center facility will be controlled by the Neenah-Menasha YMCA. Primary scheduling of the facility will be for older adult programming and activity. The City of Menasha can reserve space in the facility as long as it does not negatively impact operations or programming. Generally the facility may be used for outside group rental on Friday through Sunday or when available Monday through Sunday. The YMCA will also have the option of utilizing the facility after hours for special events or trainings related to the older adult programming.

VII. Facility Safety

Compliance with all health and safety codes will be the joint responsibility of the City of Menasha and the Neenah-Menasha YMCA.

VIII. Terms of the Agreement

This 1-year agreement will run from January 1, 2012 to December 31, 2012. A new agreement will be put into place for 2013 by December 1, 2012 if agreeable to both parties. This agreement can be terminated by either party by providing written notification (90) ninety days before end date.

IX Insurance

The Neenah-Menasha YMCA and the City of Menasha will hold each other harmless in this agreement and each shall retain appropriate insurance coverage for malpractice, comprehensive, general liability and director and officer coverages. The YMCA will also hold liability insurance for the staff and for programs.

Miscellaneous Items

- This written agreement is the entire contract and can only be modified in writing by both of the parties.
- This agreement will be subject to the laws of the State of Wisconsin
- No third party rights are created by this agreement

President/CEO signature
YMCA of the Fox Cities

Date

Mayor
City of Menasha

Date

www.ymcafoxcities.org

www.menashaseniorcenter.org



Menasha Senior Center and Neenah-Menasha YMCA Program Options for Active Older Adults

*Seniors living in the City of Menasha, City of Neenah or Winnebago County
may choose from one of the following programs below....*

Senior Donation Pass

Senior Donation Pass includes opportunities to participate in card/cribbage playing, computer usage, puzzles, games, T.V., relax and read, blood pressure screenings, outside service events, resource center, "Y" Nots chorus, clubs, Wii, shuffleboard, wireless internet and fellowship with friends. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Donation boxes are located at each site. Senior Donation Pass does not entitle holder to YMCA membership benefits.

Senior Program Pass

Senior Program Pass includes Senior Donation Pass activities, plus land and water group exercise classes, use of fitness equipment, pools, racquetball courts, gymnasiums, walking/jogging/running track, and fitness assessments. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Some restrictions apply. Senior Program Pass is \$14.90 a month for ages 60+.

YMCA or Insurance-Based Memberships

YMCA or Insurance-Based Memberships includes Senior Donation Pass activities, Senior Program Pass activities and Membership Benefits of the YMCA of the Fox Cities. An extra fee may be charged for luncheons, VNA Foot Care program, Advocap meals, 60+ Health program, special events, leagues, trips, exercise classes, club fees, newsletter, workshops, parties, picnics and themed events. Membership information available at each site.

For more information, please contact Jean Wollerman at 886.2156 or jwollerman@ymcafoxcities.org.



GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center Coordinator

This GRANT AGREEMENT is made and entered into this 1st day of January 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

GRANTEE agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$15,820.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Coordinator.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.
5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil

Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.
5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Menasha Senior Center Activity Coordinator

This GRANT AGREEMENT is made and entered into this 1st day of January 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Menasha Senior Center Activity Coordinator program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

GRANTEE agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$9,921.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Menasha Senior Center Activity Coordinator.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.
5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil

Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.
5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

GRANT AGREEMENT

Between

WINNEBAGO COUNTY

and

City of Menasha

for

Older Adult Health Screening Program

This GRANT AGREEMENT is made and entered into this 1st day of January 2012 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

WITNESSETH:

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing Older Adult Health Screening Program program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

SECTION I: RESPONSIBILITIES OF GRANTEE

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1st day of January 2012, and shall terminate as of the 31st day of December 2012.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2010-2012, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

GRANTEE agrees to obtain prior approval from the **COUNTY** if funds covered under this GRANT AGREEMENT are to be used for purposes other than those described in Section III of the aforementioned Plan and Budget.

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.

4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$23,551.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing Older Adult Health Screening Program.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2012. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2013.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9 attached hereto. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

SECTION III: AUDIT AND RECORD DISCLOSURES

1. **GRANTEE** shall maintain financial and accounting records, supporting documents, reports, and other materials pertinent to this GRANT AGREEMENT in accordance with the Wisconsin Department of Health Services Allowable Cost Policies Manual and shall retain such records and supporting documentation for a period of at least three years from the date of termination of this GRANT AGREEMENT.
2. **GRANTEE** shall, upon request, allow representative(s) of the State and **COUNTY** to have access to such records as may be necessary to confirm compliance with the specifications of this GRANT AGREEMENT.
3. **GRANTEE** shall submit to **COUNTY** a certified annual financial and compliance audit report completed in accordance with the Wisconsin Department of Health Services GRANTEE Agency Audit Guide and (for government agencies) the Federal Government Office of Management and Budget OMB Circular A-128 or (for non-governmental agencies) the Federal Government Office of Management and Budget OMB Circular A-133, if required by amount of funding within 180 days following end of Grant period as specified herein. In order for the audit requirements to be waived, **COUNTY'S** approval must be obtained prior to execution of this GRANT AGREEMENT.

4. **GRANTEE** shall submit to **COUNTY** complete copies of all management and internal control reports/letters prepared by the auditor. Copies of **GRANTEE'S** response to the reports/letters shall be submitted to **COUNTY**. These documents shall be submitted to the **COUNTY** within 30 days of receipt and/or completion by **GRANTEE**.
5. In the event that the **COUNTY** determines that amounts are owed to it by the **GRANTEE** subsequent to receiving the audit report, **COUNTY** is hereby authorized to deduct such sums from any funds approved for payment by **COUNTY** to **GRANTEE**.

SECTION IV: HOLD HARMLESS

1. **GRANTEE** agrees to at all times during the term of this agreement, indemnify, save harmless and defend the **COUNTY**, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the **COUNTY**, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the **GRANTEE** furnishing the services or goods required to be provided under this agreement, provided, however, that the provision of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the **COUNTY**, its agencies, boards, commissions, officers, employees or representatives.
2. In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the **COUNTY** of any breach of the covenants of this agreement or a waiver of any default of the **GRANTEE** and the making of any such payment by the **COUNTY** while any such default or breach shall exist shall in no way impair or prejudice the right of the **COUNTY** with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

1. **GRANTEE** agrees to comply with any and all applicable Equal Opportunity requirements under Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title VI and XVI of the Public Service Health Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act of 1967; the Omnibus Budget Reconciliation of 1981; and the Americans with Disabilities Act (ADA) of 1990; and, the Wisconsin Fair Employment Act.

The **GRANTEE** agrees to provide evidence of compliance of said federal requirements as determined by the US Department of Health and Human Services and the US Department of Agriculture per the following:

GRANTEE agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees and the amount of the state and/or federal funding received.

GRANTEE'S that employ twenty-five (25) or more employees and has a total contracted dollar amount of \$25,000 or more throughout this time period agrees to complete a Civil

Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

- a. No otherwise qualified person shall be excluded from participation in or employment, or be denied the benefits of the same, or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin, ancestry, disability (as defined in Section 504 of the Rehabilitation Act and the Americans with Disabilities Act), arrest, or conviction record, sexual orientation, political affiliation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in program participation and employment.
- b. The **GRANTEE** shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and consumers of services, and applicants for employment and employees. The complaint process shall be according to **COUNTY'S** standards and made available in languages/formats understandable to applicants, consumers, and employees.
- c. **GRANTEE** agrees that through its normal selection of staff, it shall employ staff with special language skills or find qualified persons who are available within a reasonable period of time and who can communicate with limited or non-English speaking or hearing impaired consumers at no cost to the consumer, provide aids, assistive devices or other reasonable accommodations to the consumer during the application process, in the receipt of services and in the process of complaints or appeals; train staff in human relations techniques and sensitivity to persons with disabilities and sensitivity to cultural characteristics; make programs and facilities accessible, as appropriate, through outstations, authorized representatives adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print, or typed information for visually impaired; posted and/or available informational materials in languages and formats appropriate to the needs of the consumer population.
- d. The **GRANTEE** agrees to comply with and follow Section 51.61 of the Wisconsin Statutes which establishes rights for individuals who receive purchased services and HFS 94 Wisconsin Administrative Code – Patient Rights, including the establishment of a Patient/Consumer Rights Grievance Procedure. The **GRANTEE** shall make available to the **COUNTY** a copy of the grievance procedure as required in Section 51.61 of the Wisconsin State Statutes. Further, the **GRANTEE** agrees to make available to the **COUNTY** information and statistics regarding the use of such a grievance procedure.

SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

1. Failure to comply with any part of this GRANT AGREEMENT may be considered cause for revision up to and including termination.

2. **GRANTEE** shall return any grant funds to **COUNTY** not used for the intended purpose stated in this GRANT AGREEMENT.
3. Revision of this GRANT AGREEMENT must be agreed to by **COUNTY** and **GRANTEE** by an addendum signed by the authorized representatives of both parties.
4. **GRANTEE** shall notify **COUNTY** whenever it is unable to provide the required quality or quantity of services. Upon such notification, **COUNTY** and **GRANTEE** shall determine whether such inability will require a revision or cancellation of this GRANT AGREEMENT.
5. If **COUNTY** finds it necessary to terminate the GRANT AGREEMENT prior to the GRANT AGREEMENT expiration date for reasons other than non-performance by the **GRANTEE**, actual cost incurred by the **GRANTEE** may be reimbursed for an amount determined by mutual agreement of both parties.
6. This GRANT AGREEMENT can be terminated by 30-day written notice by either party.

SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

1. This GRANT AGREEMENT is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the **COUNTY** shall serve to terminate this GRANT AGREEMENT, except as further agreed to by the parties hereto.
2. Nothing contained in this GRANT AGREEMENT shall be construed to supersede the lawful powers or duties of either party.
3. It is understood and agreed that the entire GRANT AGREEMENT between the parties is contained herein, and that this GRANT AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
4. **GRANTEE** shall comply with Wisconsin Administrative Code Chapters DHFS 12 and 13 and any related statutes in relationship to all persons employed or contracted with by **GRANTEE** to provide any services pursuant to this GRANT AGREEMENT and shall provide **COUNTY** with appropriate proof as to said compliance.

SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.
2. **WISCONSIN LAW CONTROLLING** – It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.



Memorandum

DATE: December 15, 2011

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Change Order No. 3; Terra Engineering and Construction Corporation; Project No. E145-11-01A; 30 Day Time Extension
Change Order No. 2; Infrastructure Technologies, Inc.; Project No. E145-11-01C; 30 Day Time Extension

Attached is Change Order No. 3 for Contract E145-11-01A involving sanitary sewer rehabilitation and Change Order No. 2 for Contract No. E145-11-01C involving sanitary manhole lining. Both change orders are for a 30 day time extension to provide project close-out documentation for this Clean Water Fund project. There are no contract price adjustments involved with these change orders.

Attachment

CHANGE ORDER NO. CO-1451101A-03 DATE December 1, 2011

KAEMPFER & ASSOCIATES, INC. PROJECT: WW COLL. SYSTEM REHAB. IMPR'S PHASE 4
Consulting Engineers
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: E145-11-01A ENGINEER'S PROJECT NO.: E145-10.09

CONTRACTOR: TERRA ENGINEERING & CONSTRUCTION CORPORATION CONTRACT DATE: June 1, 2011
COMPLETION DATE: December 28, 2011
ADDRESS: 2201 Vondron Road REVISED COMPLETION DATE: January 27, 2012
Madison, WI 53718-6795

CONTRACT: E145-11-01A

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: The Contractor is granted a 30-day time extension to provide project close-out documentation.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 30 DAYS

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	<u>\$514,526.50</u>
Net (Increase/Decrease) Resulting from this Change Order	<u>\$ 0.00</u>
Current Price, including this Change Order	<u>\$514,526.50</u>

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 12/9/11
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: TERRA ENGINEERING & CONSTRUCTION
By: Randy Bieri Date: 12/5/11
Randy Bieri, Project Manager



Memorandum

DATE: December 15, 2011

TO: Board of Public Works

FROM: Mark Radtke, Director of Public Works *MR*

RE: Change Order No. 3; Terra Engineering and Construction Corporation; Project No. E145-11-01A; 30 Day Time Extension
Change Order No. 2; Infrastructure Technologies, Inc.; Project No. E145-11-01C; 30 Day Time Extension

Attached is Change Order No. 3 for Contract E145-11-01A involving sanitary sewer rehabilitation and Change Order No. 2 for Contract No. E145-11-01C involving sanitary manhole lining. Both change orders are for a 30 day time extension to provide project close-out documentation for this Clean Water Fund project. There are no contract price adjustments involved with these change orders.

Attachment

OWNER

CHANGE ORDER NO. CO-1451101C-02 DATE December 1, 2011

KAEMPFER & ASSOCIATES, INC. PROJECT: WW COLL. SYSTEM REHAB. IMPR'S PHASE 4
Consulting Engineers
Post Office Box 150 OWNER: CITY OF MENASHA
650 East Jackson Street 140 Main Street
Oconto Falls, WI 54154 Menasha, WI 54952

OWNER'S PROJECT NO.: E145-11-01C ENGINEER'S PROJECT NO.: E145-10.09

CONTRACTOR: INFRASTRUCTURE TECHNOLOGIES, INC. CONTRACT DATE: June 1, 2011
COMPLETION DATE: December 28, 2011
ADDRESS: 6268 Oak Run Road REVISED COMPLETION DATE: January 27, 2012
Rhineland, WI 54501

CONTRACT: E145-11-01C

You are directed to make the changes noted below in the above contract and this Change Order becomes a part of your contract, subject to all the conditions thereof;

NATURE OF CHANGE: The Contractor is granted a 30-day time extension to provide project close-out documentation.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 30 DAYS
Enclosures: Change Order Summary Table.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	\$42,370.00
Net (Increase/Decrease) Resulting from this Change Order	\$ 0.00
Current Price, including this Change Order	\$42,370.00

The above changes are approved:

FOR THE ENGINEER: By: Taryn S. Nall Date: 12/12/11
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E., Director of Public Works

The above changes are accepted:

FOR THE CONTRACTOR: INFRASTRUCTURE TECHNOLOGIES, INC.
By: Matt Huston Date: 12/8/2011
Matt Huston, Project Manager



Memorandum

TO: NMFR Joint Finance & Personnel Committee

FROM: Mike Sipin, Assistant Chief

DATE: December 27, 2011

RE: Dive Team Dry Suits

We have done research on dry suits from different companies for dry suits and are recommending that we purchase the dry suits from Viking and the inside liner from Whites. Listed below is the purchase information:

Equipment	Price
Viking Pro Dry Suit	\$1,565.89
Whites MK 2 One Piece under garment	\$ 148.95
Good Grip Glove with liner	\$ 40.80
Cuff Ring Set (keeps gloves attached to suit)	\$ 134.10
Total per suit	\$1,889.74
Total for 4 suits that are needed for the dive team	\$7,558.96

In speaking to the Winnebago County Sheriff's Department, this is the suit that is used by them and they have had good experience with it. The liner that we are recommending purchase is from a different company, same quality but is half the price. This will help reduce our overall cost for the suits.

Thank you for your consideration.

MS/tt



Quote For Neenah and Menasha Fire

Viking Pro Dry Suit with HD Cuff	\$ 1565.89
Good Grip with liner Glove	\$ 40.80
Viking 3 Piece Arctic Base Layer	\$ 284.00
Cuff Ring Set	\$ 134.10

Mountain Bay Scuba - 811 Lynch Ave – Appleton, WI 54915
Anthony@mountainbay.com – 920.560.5530 Fax 920.560.5534



Quote For Neenah and Menasha Fire

Whites MK 2 One Piece under garment	\$ 148.95
40-Mil Dry Gloves	\$ 15.87
Whites Hazmat Dry with attached hood	\$ 1730.28

Mountain Bay Scuba - 811 Lynch Ave – Appleton, WI 54915
Anthony@mountainbay.com – 920.560.5530 Fax 920.560.5534

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 12/20/11-12/29/11 Checks # 31924-32025	\$ 434,667.61
Payroll Checks for 12/22/11-12/29/11	<u>171,163.32</u>
Total	\$ 605,830.93

Medical Expense Reimbursement Trust-Retirement Pay Out

Menasha Employees Credit Union-Employee Deductions

Wisconsin Council 40 Per Capita Tax-Union Dues

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

**A gap in check numbers is due to more invoices being paid than fits on one check stub. In that case the last check stub used for that vendor is the check number that will show on the check register.

AP Check Register

Check Date: 12/20/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
AMAZON	31924	12/20/2011	057271700519	100-0601-551.30-14	50.97	LIBRARY MATERIALS
		12/20/2011	209547169058	100-0601-551.30-14	50.97	LIBRARY MATERIALS
		12/20/2011	224050176273	100-0601-551.30-14	53.97	LIBRARY MATERIALS
		12/20/2011	224051467802	100-0601-551.30-14	95.94	LIBRARY MATERIALS
		12/20/2011	224053089159	100-0601-551.30-14	70.96	LIBRARY MATERIALS
		12/20/2011	224053696258	100-0601-551.30-14	41.97	LIBRARY MATERIALS
		12/20/2011	240672704896	100-0601-551.30-14	360.82	LIBRARY MATERIALS
		12/20/2011	240677019846	100-0601-551.30-14	64.98	LIBRARY MATERIALS
		12/20/2011	240677622678	100-0601-551.30-14	10.99	LIBRARY MATERIALS
		12/20/2011	245260946979	100-0601-551.30-14	(2.50)	CREDIT
		12/20/2011	245265316311	100-0601-551.30-14	50.97	LIBRARY MATERIALS
		12/20/2011	246472206766	100-0601-551.30-14	(1.12)	CREDIT
		12/20/2011	275392712055	100-0601-551.30-14	32.99	LIBRARY MATERIALS
		Total for check: 31924				
AUDIOGO	31925	12/20/2011	435858	100-0601-551.30-14	37.46	LIBRARY MATERIALS
		12/20/2011	436138	100-0601-551.30-14	314.88	LIBRARY MATERIALS
		Total for check: 31925				
BAKER & TAYLOR INC	31927	12/20/2011	2026400984	100-0601-551.30-14	696.49	LIBRARY MATERIALS
		12/20/2011	2026404199	100-0601-551.30-14	318.61	LIBRARY MATERIALS
		12/20/2011	2026405978	100-0601-551.30-14	10.91	LIBRARY MATERIALS
		12/20/2011	2026412163	100-0601-551.30-14	353.09	LIBRARY MATERIALS
		12/20/2011	2026423597	100-0601-551.30-14	429.58	LIBRARY MATERIALS
		12/20/2011	2026424544	100-0601-551.30-14	12.59	LIBRARY MATERIALS
		12/20/2011	2026424565	100-0601-551.30-14	28.54	LIBRARY MATERIALS
		12/20/2011	2026438558	100-0601-551.30-14	343.95	LIBRARY MATERIALS
		12/20/2011	2026440545	100-0601-551.30-14	82.84	LIBRARY MATERIALS
		12/20/2011	2026450790	100-0601-551.30-14	179.90	LIBRARY MATERIALS
		12/20/2011	2026450822	100-0601-551.30-14	12.02	LIBRARY MATERIALS
		12/20/2011	2026457555	100-0601-551.30-14	410.77	LIBRARY MATERIALS
		12/20/2011	2026461878	100-0601-551.30-14	350.18	LIBRARY MATERIALS
		12/20/2011	2026463973	100-0601-551.30-14	72.16	LIBRARY MATERIALS

AP Check Register

Check Date: 12/20/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
BAKER & TAYLOR INC...	31927...	12/20/2011	2026473568	100-0601-551.30-14	435.03	LIBRARY MATERIALS
		12/20/2011	2026477590	100-0601-551.30-14	134.02	LIBRARY MATERIALS
		12/20/2011	2026485854	100-0601-551.30-14	107.31	LIBRARY MATERIALS
		12/20/2011	2026489720	100-0601-551.30-14	94.26	LIBRARY MATERIALS
		12/20/2011	2026491028	100-0601-551.30-14	14.55	LIBRARY MATERIALS
		12/20/2011	2026495170	100-0601-551.30-14	8.17	LIBRARY MATERIALS
		12/20/2011	2026497404	100-0601-551.30-14	482.07	LIBRARY MATERIALS
		12/20/2011	5011709316	100-0601-551.30-14	95.22	LIBRARY MATERIALS
		12/20/2011	5011729316	100-0601-551.30-14	30.84	LIBRARY MATERIALS
		12/20/2011	168433140	100-0601-551.30-14	11.88	LIBRARY MATERIALS
		12/20/2011	168433141	100-0601-551.30-14	21.59	LIBRARY MATERIALS
		12/20/2011	168433142	100-0601-551.30-14	44.32	LIBRARY MATERIALS
		12/20/2011	1690036251	100-0601-551.30-14	20.15	LIBRARY MATERIALS
		12/20/2011	169036250	100-0601-551.30-14	12.73	LIBRARY MATERIALS
		12/20/2011	V66699980	100-0601-551.30-14	12.74	LIBRARY MATERIALS
			Total for check: 31927		4,826.51	
KATHRYN BESON	31928	12/20/2011	12152011	100-0601-551.33-01	22.05	MILEAGE REIMBURSEMENT
			Total for check: 31928		22.05	
JOE BONGERS	31929	12/20/2011	12152011	100-0601-551.34-01	38.70	MILEAGE REIMBURSEMENT
				100-0601-551.34-03	9.02	MEAL REIMBURSEMENT
			Total for check: 31929		47.72	
BRILLIANCE AUDIO INC	31930	12/20/2011	IN0633987	100-0601-551.30-14	192.42	LIBRARY MATERIALS
			Total for check: 31930		192.42	
CENTER POINT LARGE PRINT	31931	12/20/2011	976616	100-0601-551.30-14	22.17	LIBRARY MATERIALS
		12/20/2011	980141	100-0601-551.30-14	22.17	LIBRARY MATERIALS
			Total for check: 31931		44.34	

AP Check Register

Check Date: 12/20/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
GALE	31932	12/20/2011	17371703	100-0601-551.30-14	83.17	LIBRARY MATERIALS
		12/20/2011	17383709	100-0601-551.30-14	26.39	LIBRARY MATERIALS
		12/20/2011	17384116	100-0601-551.30-14	26.39	LIBRARY MATERIALS
		12/20/2011	17386488	100-0601-551.30-14	38.93	LIBRARY MATERIALS
			Total for check: 31932		174.88	
KITZ & PFEIL INC	31933	12/20/2011	11-16-140028	100-0601-551.24-03	8.32	BLDG REPAIR/MAINTENANCE
		12/20/2011	110414-0171	100-0601-551.30-13	82.93	HOUSEKEEPING SUPPLIES
			Total for check: 31933		91.25	
MADER NEWS AGENCY INC	31934	12/20/2011	63764	100-0601-551.30-14	110.95	LIBRARY MATERIALS
			Total for check: 31934		110.95	
MENARDS-APPLETON WEST	31935	12/20/2011	95104	100-0601-551.30-13	21.98	HOUSEKEEPING SUPPLIES
			Total for check: 31935		21.98	
MIDWEST TAPE	31936	12/20/2011	2665634	100-0601-551.30-14	239.87	LIBRARY MATERIALS
		12/20/2011	2673520	100-0601-551.30-14	126.93	LIBRARY MATERIALS
		12/20/2011	2679743	100-0601-551.30-14	178.90	LIBRARY MATERIALS
		12/20/2011	2679744	100-0601-551.30-14	12.99	LIBRARY MATERIALS
		12/20/2011	2683511	100-0601-551.30-14	114.94	LIBRARY MATERIALS
			Total for check: 31936		673.63	
OFFICE DEPOT CREDIT PLAN	31937	12/20/2011	114580	100-0601-551.30-10	5.99	OFFICE SUPPLIES
			Total for check: 31937		5.99	
KRISTOPHER PETERSON	31938	12/20/2011	12152011	100-0601-551.30-14	23.99	LIBRARY MATERIALS
			Total for check: 31938		23.99	
RANDOM HOUSE INC	31939	12/20/2011	1082596873	100-0601-551.30-14	116.25	LIBRARY MATERIALS

AP Check Register

Check Date: 12/20/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
RANDOM HOUSE INC...	31939...	12/20/2011	1082645561	100-0601-551.30-14	45.00	LIBRARY MATERIALS
		12/20/2011	1082646715	100-0601-551.30-14	75.00	LIBRARY MATERIALS
		12/20/2011	1082681641	100-0601-551.30-14	48.00	LIBRARY MATERIALS
		12/20/2011	1082713214	100-0601-551.30-14	26.25	LIBRARY MATERIALS
		12/20/2011	1082721054	100-0601-551.30-14	33.75	LIBRARY MATERIALS
		12/20/2011	1082744196	100-0601-551.30-14	60.00	LIBRARY MATERIALS
		12/20/2011	1082753114	100-0601-551.30-14	385.00	LIBRARY MATERIALS
		12/20/2011	1082764008	100-0601-551.30-14	24.00	LIBRARY MATERIALS
			Total for check: 31939		813.25	
RECORDED BOOKS LLC	31940	12/20/2011	74439964	100-0601-551.30-14	198.00	LIBRARY MATERIALS
		12/20/2011	74446105	100-0601-551.30-14	198.00	LIBRARY MATERIALS
			Total for check: 31940		396.00	
KRISTIN SEEFELDT	31941	12/20/2011	12152011	100-0601-551.33-01	20.79	MILEAGE REIMBURSEMENT
			Total for check: 31941		20.79	
SIMPLE DISTRIBUTORS	31942	12/20/2011	6545-1	100-0601-551.30-10	162.00	OFFICE SUPPLIES
			Total for check: 31942		162.00	
UNIQUE BOOKS INC	31943	12/20/2011	356228DUP	100-0601-551.30-14	15.39	LIBRARY MATERIALS
		12/20/2011	356789	100-0601-551.30-14	272.71	LIBRARY MATERIALS
			Total for check: 31943		288.10	
UNIQUE MANAGEMENT SERVICES INC	31944	12/20/2011	217932	100-0000-441.19-00	375.90	COLLECTION AGENCY FEE
			Total for check: 31944		375.90	
WERNER ELECTRIC SUPPLY CO	31945	12/20/2011	S3412407.001	100-0601-551.30-13	268.44	HOUSEKEEPING SUPPLIES
			Total for check: 31945		268.44	

AP Check Register
Check Date: 12/20/2011

Date: 12/29/2011

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WIL-KIL PEST CONTROL	31946	12/20/2011	15261712	100-0601-551.24-03	355.02	BLDG REPAIR/MAINTENANCE
			Total for check: 31946		<u>355.02</u>	
					<u>10,149.46</u>	

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ACCURATE	31947	12/22/2011	1117923	731-1022-541.30-18	60.52	Wire
		12/22/2011	1117982	731-1022-541.30-18	108.71	Washer/Bolts/Seals
		12/22/2011	1117984	731-1022-541.30-18	40.23	Flex Tubing/Wire
		12/22/2011	1118258	731-1022-541.30-18	178.76	Hose Fitting
		12/22/2011	1118318	731-1022-541.30-18	44.24	Mounting Bases/Cable Ties
Total for check: 31947					432.46	
ASSOCIATED APPRAISAL CONSULTANTS	31948	12/22/2011	12095	100-0402-513.21-09	5,641.63	November 2011 Services
				100-0402-513.30-11	22.00	November 2011 Services
		12/22/2011	12096	100-0402-513.21-04	59.76	Services November, 2011
Total for check: 31948					5,723.39	
AT&T	31949	12/22/2011	920R09453012	100-1001-514.22-01	113.90	
				601-1020-543.22-01	292.50	
Total for check: 31949					406.40	
AVASTONE TECHNOLOGIES LLC	31950	12/22/2011	157830-A	743-0403-513.34-04	166.25	Training
				Total for check: 31950		
BADGER HIGHWAYS CO INC	31951	12/22/2011	155966	100-1006-541.30-18	29.40	Mason Sand
				Total for check: 31951		
MICHAEL BEST & FRIEDRICH LLP	31952	12/22/2011	1175353	267-0102-581.21-01	481.80	Environmental General
				Total for check: 31952		
BMG PROPERTIES LLC	31953	12/22/2011		625-0000-201.19-00	18,000.00	1050 Midway Rd escrow return
				Total for check: 31953		
CALUMET COUNTY REGISTER OF DEEDS	31954	12/22/2011	2117	625-0000-201.19-00	30.00	Agreement
				100-0304-562.21-08	8.00	Agreement

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CALUMET COUNTY REGISTER OF DEEDS...	31954...	12/22/2011...	2117...	100-0203-512.21-08	71.00	Agreement
			Total for check: 31954		109.00	
COMMUNITY HOUSING COORDINATOR	31955	12/22/2011	154	100-0304-562.21-06	1,800.00	Admin Comp Housing Plan
		12/22/2011	155	263-0306-562.70-01	1,087.50	Admin CDBG RLF Program
			Total for check: 31955		2,887.50	
CULLIGAN WATERCARE SERVICES	31956	12/22/2011		100-1001-514.20-01	17.85	Rental
				731-1022-541.30-13	5.95	Rental
			Total for check: 31956		23.80	
DIGICORPORATION	31957	12/22/2011	117009	100-0801-521.29-01	127.62	Business Cards Mauthe/Styka
				100-0000-134.00-00	(29.62)	Business Cards Mauthe/Styka
		12/22/2011	117028	100-0000-134.00-00	(34.00)	Envelopes
				100-1002-541.29-01	64.50	Envelopes
				625-1010-541.29-01	21.50	Envelopes
			Total for check: 31957		150.00	
EZ GLIDE GARAGE DOORS AND OPENERS	31958	12/22/2011	0123367-IN	100-0501-522.24-03	95.80	Repair Door
			Total for check: 31958		95.80	
FERRELLGAS	31959	12/22/2011	1055300997	266-1027-543.21-06	73.81	Cylinder Delivery/Pick Up
			Total for check: 31959		73.81	
FOX WORLD TRAVEL	31960	12/22/2011	FOXWORLD	100-0000-441.41-00	65.00	Adjustment Thedacare Picnic
			Total for check: 31960		65.00	

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GAT SUPPLY INC	31961	12/22/2011	00224561	100-1006-541.30-15	104.45	Snow Pushers
			Total for check: 31961		104.45	
GOLD CROSS AMBULANCE SERVICE INC	31962	12/22/2011	0028800-IN	100-0000-132.00-00	349.93	Patches
			Total for check: 31962		349.93	
H&H SOLAR ENERGY SERVICES INC	31963	12/22/2011	11-274S	472-0501-522.82-01	14,295.00	1108 Province Terrace
			Total for check: 31963		14,295.00	
JANE KRUEGER	31964	12/22/2011	KRUEGER	100-0702-552.30-18	51.43	Supply Reimbursement
			Total for check: 31964		51.43	
JAZZ CORNER SOCIETY INC	31965	12/22/2011	JAZZCORNER	100-0000-441.41-00	65.00	Adjustment Jazzfest Invoice
			Total for check: 31965		65.00	
KUNDINGER FLUID POWER INC	31966	12/22/2011	50163396	731-1022-541.38-03	21.28	Pipe
			Total for check: 31966		21.28	
LAKE PARK VILLAS HOMEOWNERS ASSN	31967	12/22/2011		100-0305-562.51-03	437.32	
				100-0703-553.21-06	2,171.91	
				100-0703-553.22-03	142.81	
				100-1012-541.22-03	40.81	
				625-1010-541.21-06	838.29	
				625-1010-541.22-03	798.26	
			Total for check: 31967		4,429.40	
MID-AMERICAN RESERACH CHEMICAL	31968	12/22/2011	0456151-IN	731-1022-541.30-18	150.68	Cleaner
			Total for check: 31968		150.68	

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MATT STEIER	31969	12/22/2011	STEIER	601-1020-543.21-02	575.00	Sump pit/pump Reimbursement 841 Sixth
			Total for check: 31969		575.00	
MENARDS-APPLETON EAST	31970	12/22/2011	89709	100-0920-531.24-03	2.99	Air Gap Cover
				100-0601-551.24-03	125.38	Art Wall Supplies
		12/22/2011	89750	100-0703-553.30-18	7.99	Timer
		12/22/2011	90181	100-0703-553.30-18	(7.99)	Timer
		12/22/2011	90182	100-0703-553.30-18	2.79	Screws
			Total for check: 31970		131.16	
MENASHA EMPLOYEES CREDIT UNION	31971	12/22/2011	20111222	100-0000-202.05-00	1,507.00	PAYROLL SUMMARY
			Total for check: 31971		1,507.00	
MENASHA JOINT SCHOOL DISTRICT	31972	12/22/2011	DEC MOBILE HOME	100-0000-412.00-00	6,297.68	December Mobile Home
			Total for check: 31972		6,297.68	
MENASHA TREASURER	31973	12/22/2011	1-684	100-0000-212.00-00	2,691.87	1-684 Taxes
		12/22/2011	2-147	100-0000-212.00-00	480.33	2-147 Taxes
		12/22/2011	5-217	100-0000-212.00-00	1,480.00	5-217 Taxes
		12/22/2011	5-890	100-0000-441.13-00	25,371.61	5-890 Taxes
			Total for check: 31973		30,023.81	
MENASHA UTILITIES	31974	12/22/2011	003805	625-0401-513.25-01	1,182.03	October Storm Water Fee
		12/22/2011	003806	601-1021-543.25-01	16,947.58	October Sewer Charge Fee
			Total for check: 31974		18,129.61	
MODERN BUSINESS MACHINES	31975	12/22/2011	26262658	100-1001-514.24-04	175.26	July Images Used
		12/22/2011	26262659	100-1001-514.24-04	102.62	Aug Images Used

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MODERN BUSINESS MACHINES...	31975...	12/22/2011	26262660	100-1001-514.24-04	37.29	Sept Images Used
			Total for check: 31975		315.17	
MORTON SAFETY	31976	12/22/2011	629680	731-1022-541.30-18	99.00	Rain Suits, Class 3
			Total for check: 31976		99.00	
N&M AUTO SUPPLY	31977	12/22/2011	384650	731-1022-541.38-03	49.56	Motor Tune-up
			Total for check: 31977		49.56	
NEENAH ROTARY CLUB	31978	12/22/2011	NEENAHROTARY	100-0000-441.41-00	155.00	Adjustment Seafoodfest Invoice
			Total for check: 31978		155.00	
TOWN OF NEENAH TREASURER	31979	12/22/2011	1-223	100-0701-533.22-06	53.90	1-223 Storm Water/Cemetery
			Total for check: 31979		53.90	
NEENAH-MENASHA MUNICIPAL COURT	31980	12/22/2011		100-0000-201.03-00	139.00	Bond Report #11-305
				100-0000-201.03-00	139.00	Bond Report #11-304
			Total for check: 31980		278.00	
OFFICE DEPOT	31981	12/22/2011	2213455	100-0903-531.30-10	106.85	Office Supplies
				100-0904-531.30-10	12.80	Office Supplies
			Total for check: 31981		119.65	
OMNI ASSOCIATES INC	31982	12/22/2011	58375	625-1010-541.21-02	31.00	Amendment 1 Materials Testing
			Total for check: 31982		31.00	
DENISE QUICK	31983	12/22/2011		100-1001-514.33-01	17.10	November Mileage
			Total for check: 31983		17.10	

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SAM'S CLUB/GEMB	31984	12/22/2011		100-0702-552.30-18	73.68	Hayride Supplies
			Total for check: 31984		73.68	
SCHENCK BUSINESS SOLUTIONS	31985	12/22/2011	533148	206-0401-513.21-03	3,000.00	Audit Exam of Dist 2
			Total for check: 31985		3,000.00	
SHADE TODAY NURSERY	31986	12/22/2011	12329	100-0706-561.30-18	140.00	Black Hills Spruce
			Total for check: 31986		140.00	
STREICHER'S INC	31987	12/22/2011	1886633	100-0804-521.30-15	45.50	Whistles
			Total for check: 31987		45.50	
THEDACARE LABORATORIES	31988	12/22/2011	201111-0	100-0000-201.17-00	806.50	
			Total for check: 31988		806.50	
UNIFIRST CORPORATION	31989	12/22/2011	097 0100817	731-1022-541.20-01	115.69	Uniform/Supply Cleaning
			Total for check: 31989		115.69	
UNITED PAPER CORPORATION	31990	12/22/2011	45378	100-0000-132.00-00	3,190.63	Bags/Tissue
		12/22/2011	45458	100-0702-552.30-18	23.34	Cups
		12/22/2011	45461	100-0000-132.00-00	112.50	Towels
			Total for check: 31990		3,326.47	
JANET VAN LANKVELT	31991	12/22/2011	REIMBURSEMENT	100-0000-201.12-00	542.68	Supply Reimbursement
			Total for check: 31991		542.68	
WALMART COMMUNITY	31992	12/22/2011		100-0702-552.30-18	5.97	Program Supplies
			Total for check: 31992		5.97	

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WE ENERGIES	31993	12/22/2011		100-0703-553.22-04	8.99	2170 Plank Road
			Total for check: 31993		8.99	
WINNEBAGO COUNTY CLERK OF COURTS	31994	12/22/2011		100-0000-201.03-00	500.00	Bond Report #11-3940
			Total for check: 31994		500.00	
WISCONSIN COUNCIL 40 PER CAPITA TAX	31995	12/22/2011	20111222	100-0000-202.06-00	220.00	PAYROLL SUMMARY
			Total for check: 31995		220.00	
WISCONSIN SUPPORT COLLECTIONS	31996	12/22/2011	20111222	100-0000-202.03-00	431.84	PAYROLL SUMMARY
			Total for check: 31996		431.84	
					115,111.74	

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AIRGAS NORTH CENTRAL	31997	12/29/2011	105030974	731-1022-541.21-06	75.48	Acetylene/Argon/Oxygen
			Total for check: 31997		75.48	
CARDMEMBER SERVICE	32000	12/29/2011		100-0920-531.24-03	98.70	SC Cabinet
				100-1001-514.30-15	53.89	Carbide Cutter
				100-0000-132.00-00	275.00	CC Signs
				100-0801-521.30-13	45.86	PD Bags
				731-1022-541.24-03	171.61	PWF Weatherstripping
				100-0601-551.24-03	51.20	Lib Light Sockets
				731-1022-541.24-03	207.43	PWF Weatherstripping
				743-0403-513.34-04	12.95	Online Tech Database
				743-0403-513.30-15	450.65	Emergency Replacement PD Squad Touchscreen
				743-0403-513.30-15	140.20	Emergency Replacement Pd Interview Camera
				743-0403-513.21-04	41.02	Cable Project PD Data Center
				100-0801-521.30-15	8.97	Cell Car Chargers
				100-0801-521.19-03	(27.29)	Merchandise Return
				100-0801-521.19-03	(52.49)	Merchandise Return
				100-0801-521.19-03	161.66	Streicher's
				100-0801-521.19-03	94.48	Galls
				100-0702-552.30-18	62.33	Hayride
				100-0703-553.30-18	151.73	Physical Education
				100-0703-553.30-18	194.36	Candela Corp
				100-0703-553.32-01	130.00	WI Park & Rec
				100-0903-531.34-02	(179.00)	Return
				100-0904-531.32-01	107.00	St WI Safety and Prof
				824-0801-521.30-18	42.00	Tailwaggers
				100-0803-521.30-18	57.19	Galls
				100-0801-521.19-03	17.99	Galls
				100-0802-521.30-18	58.23	Galls
				100-0802-521.30-18	180.00	Shopko
				100-1013-541.29-01	790.20	Permits
				100-0802-521.30-18	22.85	Galls
				100-0802-521.30-18	22.84	Galls
				100-0801-521.29-05	17.84	ExxonMobil

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CARDMEMBER SERVICE...	32000...	12/29/2011...	...	100-0801-521.30-10	46.14	Party America
				100-0801-521.30-18	857.07	Safariland
				100-0601-551.30-19	(2.50)	Return
				100-0601-551.33-04	24.00	Hilton Hotels
				100-0601-551.33-03	319.98	Hilton Hotels
				100-0601-551.30-19	23.47	Piggly Wiggly
				100-0601-551.30-19	52.48	Wreath Factory
				100-0601-551.30-14	366.65	Best Buy
				100-0601-551.30-19	299.99	Wreath Factory
				100-0601-551.30-14	26.23	Gamestop
				Total for check: 32000	5,422.91	
COMMUNITY HOUSING COORDINATOR	32001	12/29/2011	156	100-0304-562.21-06	1,800.00	December
				Total for check: 32001	1,800.00	
DUMKE & ASSOCIATES &	32002	12/29/2011	JAN RENT	100-0000-201.03-00	2,077.50	316 Racine Street
				Total for check: 32002	2,077.50	
GERDAU	32003	12/29/2011	47009014	100-1003-541.30-15	1,496.29	Plates/Forms/Pockets
				Total for check: 32003	1,496.29	
HERCULES INCORPORATED	32004	12/29/2011	HERCULES INC	267-0102-581.30-18	717.00	Drum
				Total for check: 32004	717.00	
JX ENTERPRISES INC	32005	12/29/2011	G-213340015	731-1022-541.38-03	105.93	Cap/Switch
				Total for check: 32005	105.93	
KJ WASTE SYSTEMS INC	32006	12/29/2011		266-1027-543.21-06	712.00	Corrugate
				Total for check: 32006	712.00	

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LINCOLN CONTRACTORS SUPPLY INC	32007	12/29/2011	10644680	100-0703-553.30-18	67.99	Gas Can
			Total for check: 32007		67.99	
MATTHEWS TIRE & SERVICE CENTER	32008	12/29/2011	217549	731-1022-541.38-02	118.92	Tire Repair
			Total for check: 32008		118.92	
MENASHA EMPLOYEES CREDIT UNION	32009	12/29/2011	20111229	100-0000-202.05-00	13,888.00	PAYROLL SUMMARY
			Total for check: 32009		13,888.00	
MENASHA TREASURER	32010	12/29/2011	PETTYCASH	100-0401-513.30-11	0.59	Petty Cash
				100-0401-513.34-04	15.95	Petty Cash
				100-0702-552.30-11	6.79	Petty Cash
				100-0702-552.30-18	3.39	Petty Cash
				100-1001-514.24-03	10.45	Petty Cash
				601-1020-543.30-11	18.45	Petty Cash
			Total for check: 32010		55.62	
MENASHA UTILITIES	32011	12/29/2011		267-0102-581.22-03	1,773.50	
				267-0102-581.22-05	235.62	
			Total for check: 32011		2,009.12	
MODERN BUSINESS MACHINES	32012	12/29/2011	26267306	100-1001-514.24-04	243.10	Base Contract
		12/29/2011	26267434	100-1001-514.24-04	225.86	City Hall/3rd Floor
		12/29/2011	26267462	100-1001-514.24-04	444.93	City Hall/1st & 2nd Floor PD Copiers
			Total for check: 32012		913.89	
N&M AUTO SUPPLY	32013	12/29/2011	384985	731-1022-541.38-03	4.48	Oil Filter
			Total for check: 32013		4.48	

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CITY OF NEENAH	32014	12/29/2011	N-M FIRE/JAN	100-0000-201.03-00	262,958.00	Fire/Rescue Services
			Total for check: 32014		262,958.00	
OLD DOMINION BRUSH	32015	12/29/2011	0016258-IN	731-1022-541.38-03	33.44	Gromett
			Total for check: 32015		33.44	
QUARLES & BRADY	32016	12/29/2011	1712304	489-0304-562.21-01	4,138.75	2011 TID #11
			Total for check: 32016		4,138.75	
DR TERESA RUDOLPH	32017	12/29/2011	JANUARY	100-0000-201.03-00	150.00	January Service
			Total for check: 32017		150.00	
STEPP EQUIPMENT COMPANY	32018	12/29/2011	736075	731-1022-541.38-03	183.56	Rubber Pad
			Total for check: 32018		183.56	
SUNGARD PUBLIC SECTOR INC	32019	12/29/2011	44624	743-0403-513.24-04	2,678.00	Contract
			Total for check: 32019		2,678.00	
BRENDA TAUBEL	32020	12/29/2011		100-0201-512.33-01	25.65	Mileage Oct/Nov
				100-0202-512.33-01	17.10	Mileage Oct/Nov
			Total for check: 32020		42.75	
UNITED WAY FOX CITIES	32021	12/29/2011	20111229	100-0000-202.09-00	108.16	PAYROLL SUMMARY
			Total for check: 32021		108.16	
WE ENERGIES	32022	12/29/2011		100-1001-514.22-04	28.05	901 E Airport
				100-1012-541.22-03	2,218.25	Street Lights
				100-0000-123.00-00	527.03	Bill N-M Fire
				100-1001-514.22-04	1,045.59	City Hall

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WE ENERGIES...	32022...	12/29/2011...	...	100-0801-521.22-04	727.81	Police
				100-0920-531.22-04	209.75	Senior Center
				100-0601-551.22-04	1,587.99	Library
				100-0703-553.22-04	699.59	Parks
				100-0704-552.22-04	24.65	Pool
				207-0707-552.22-04	51.97	Marina
				731-1022-541.22-04	909.01	Garage
				Total for check: 32022	8,029.69	
WISCONSIN COUNCIL 40 PER CAPITA TAX	32023	12/29/2011	20111229	100-0000-202.06-00	220.00	PAYROLL SUMMARY
				Total for check: 32023	220.00	
WISCONSIN SUPPORT COLLECTIONS	32024	12/29/2011	20111229	100-0000-202.03-00	1,308.93	PAYROLL SUMMARY
				Total for check: 32024	1,308.93	
WPERLA	32025	12/29/2011	CAPTAIN	100-0202-512.33-02	90.00	Conference Registration Captain
				Total for check: 32025	90.00	
					309,406.41	

RESOLUTION R-1-12

A RESOLUTION TO RESTRUCTURE PRO-RATED BENEFIT LEVELS FOR REGULAR PART-TIME EMPLOYEES

Introduced by Alderman Krueger

WHEREAS, the City of Menasha offers a competitive array of indirect compensation to regular full-time employees; and

WHEREAS, regular part-time employees may be eligible for limited benefits on a pro-rated basis; and

WHEREAS, it is in the best interest of the City of Menasha to change from the current range system to a system where the limited benefit eligibility corresponds, and is equivalent to, the FTE status of each part-time position that is designated as half-time (.5) or higher.

NOW THEREFOR BE IT RESOLVED, that the City of Menasha changes its Personnel Policy Handbook, Benefits Eligibility, restructuring benefit levels for regular part-time employees to a system where the limited benefit eligibility corresponds, and is equivalent to, the FTE status of each part-time position that is designated as half-time (.5) or higher.

Passed and approved this ____ day of _____, 2012.

Donald Merkes, Mayor

Attest:

Deborah A. Galeazzi, City Clerk