

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
November 5, 2012  
6:30 PM  
or immediately following Common Council  
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [Administration Committee, 10/15/12](#)
- D. DISCUSSION/ACTION ITEMS
  - 1. [Pitney Bowes Mailing System Rental Agreement](#)
  - 2. [City of Menasha and Neenah-Menasha YMCA Senior Center Collaboration Contract for the term January 1, 2013 to December 31, 2013](#)
  - 3. [R-36-12 Resolution for Restoration of Shared Revenue Funding](#)
  - 4. [R-37-12 Resolution for Preservation of Tax Exempt Financing](#)
- E. ADJOURNMENT

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
October 15, 2012  
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 6:43 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Krueger, Zelinski, Englebert, Benner, Klein, Taylor, Sevenich

EXCUSED: Alderman Langdon

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DFC DeLeeuw, DPW Radtke, CDD Keil, C/T Stoffel, PRD Tungate, PHD Nett,

C. MINUTES TO APPROVE

1. [Administration Committee, 9/17/12](#)

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

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [Review and accept 2011 City of Menasha Audit Report \(Dave Maccoux, Schenck\)](#)

Dave Maccoux from Schenck explained the 2011 Audit Report. General discussion ensued on the audit report.

Moved by Ald. Sevenich, seconded by Ald. Englebert to recommend to Common Council to accept 2011 City of Menasha Audit Report

Motion carried on roll call 7-0.

2. [Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2012 - Nov. 30, 2013, and authorize signature](#)

PC Styka explained this is a standard renewal agreement for 911 services with Winnebago County Sheriff's Dept. The agreement covers both police and fire services.

Moved by Ald. Englebert, seconded by Ald. Krueger to recommend to Common Council the Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2012-

Nov. 30, 2012 and authorize signature

Motion carried on roll call 7-0.

3. [Select City's Medical Insurance for 2013](#)

CA/HRD Captain presented the 2013 health insurance proposals. General discussion ensued on the proposals compared to current coverage.

Barb Oaks from The Horton Group answered questions.

Moved by Ald. Englebert, seconded by Ald. Krueger to recommend to Common Council WEA Trust Base Design for two years.

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Zelinski to adjourn at 7:45 p.m.

Motion carried on voice vote.

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



MEMORANDUM

TO: Mayor Merkes, Chairman Klein and the members of the City of Menasha Administration Committee

FROM: City Comptroller/Treasurer Stoffel *trs*

DATE: 10/29/2012

SUBJECT: Pitney Bowes Mailing System Rental Agreement

Included on the agenda for the Administration Committee is a new agreement to rent a new mailing machine for the City. Our old agreement is expiring and with the new agreement, the City receives a new postage machine. The new equipment, a DM 200L Digital mailing system, will cost \$92.55 per month (\$1,111 annually) including all other maintenance charges. This is less than what the City now pays (\$105.49 per month) and the equipment has the latest technology updates. The new equipment weighs pieces electronically, tracks postage for up to 50 departments and processes forty pieces of mail a minute. I would request your approval of the agreement.



# WSCA/NASPO Term Rental Installment Option A Agreement

Account # 60

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Agreement Number

## Your Business Information

CITY OF MENASHA FINANCE DEPT

39-6005525

Full Legal Name of Customer

DBA Name of Customer

Tax ID # (FEIN/TIN)

140 MAIN ST

MENASHA

WI

54952-3190

Billing Address: Street

City

State

Zip+4

( ) ext

58301640205

Billing Contact Name

Billing Contact Phone #

Billing CAN #

140 MAIN ST

MENASHA

WI

54952-3190

Installation Address (if different from billing address): Street

City

State

Zip+4

( ) ext

58301640205

Installation Contact Name

Installation Contact Phone #

Installation CAN #

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

## Your Business Needs

### Qty Business Solution Description

1	DM200L
1	IntelliLink Interface / PSD for DM200L
1	Accounting (50 Dept) Software
1	5 lb Integrated Weighing
1	Professional Installation
1	Integrated Weighing Platform
1	IntelliLink Subscription

### Check items to be included in customer's payment

- Equipment Maintenance (1st year included)**  
Provides service coverage including certain parts and labor
- Software Maintenance (1st year included)**  
Provides revision updates and technical assistance
- Soft-Guard® Subscription (Included with your meter rental)**  
Provides postal and carrier updates
- IntelliLink® Subscription/Meter Rental**  
Provides simplified billing and includes ( ) resets per year
  - ( ) Confirmation Services      Electronic access to postal confirmation services
  - ( ) Purchase Power®      Receive an invoice for postage, consolidated billing and enhanced management reporting information.

## Your Payment Plan

Number Of Months	Monthly Amount *
First 36	\$ 92.55

(\*Does not include any applicable taxes)

- ( ) Required advance check of \$      received
- ( ) Tax Exempt#      State Tax (if applicable)
- ( ) Tax Exempt Certificate Attached
- ( ) Tax Exempt Certificate Not Required

## Your Signature

By your signature below, you agree to be bound by this Term Rental Installment Option A Agreement (this "Rental"). This Rental is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-0000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Rental, the Agreements will supersede this Rental. This Rental will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

CN11-98554-112-6

Customer Signature

Date

State's/Entity's Participating Addendum #

Print Name

Title

Email Address

## Sales Information

Laurie Kiffel

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Account Rep Name

District Office

PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

**City of Menasha  
and  
Neenah-Menasha YMCA  
Senior Center Collaboration  
Contract 2013**

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. Fixed items will be the responsibility of the City of Menasha to upkeep and repair. 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. The City will also provide Internet access for both the office and general use computers.

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 on a quarterly basis a contract fee of \$88,300 for program finances that the YMCA incurs from programming at the Senior Center from January 1, 2013 to December 31, 2013.

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, 2013 to December 31, 2013. A new agreement will be put into place for 2014 by December 1, 2013 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

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President/CEO signature  
YMCA of the Fox Cities

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Date

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Mayor  
City of Menasha

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Date

**Resolution for Restoration of Shared Revenue Funding**

**INTRODUCED BY MAYOR MERKES**

**Whereas**, 2011 Wisconsin Act 32, cut shared revenue funding for municipalities by 7% (\$47.7 million) effective 2012; and

**Whereas**, shared revenue funding for municipalities has been cut twice before due to the state's fiscal difficulties, including cuts of \$57.6 million in 2004 and \$23.1 million in 2010; and

**Whereas**, for over ninety years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief ; and

**Whereas**, Gov. Walker and legislative leaders have made job creation and economic growth a top priority; and

**Whereas**, to create jobs and economic growth, municipalities must invest in services that businesses demand, like police protection, fire suppression, road maintenance, and snowplowing; and

**Whereas**, to create jobs and economic growth, municipalities must invest in infrastructure that businesses demand, like sewer pipes, water mains, roads, culverts, and bridges; and

**Whereas**, to create jobs and economic growth, municipalities must invest significant funds in a variety of development tools, such as development incentives and grants, business incubators, recruitment and retention efforts, community branding, public/private partnerships, economic development networks, urban service area extensions, and tax incremental financing districts; and

**Whereas**, a strong infrastructure for economic growth, which includes an efficient and effective transportation system to serve the workers and business community, is vital and necessary to the future of our state; and

**Whereas**, job creation and economic growth in our communities will generate additional sales and income taxes for the state; and

**Whereas**, the state should reinvest a portion of its revenue growth in local communities to spur further job creation and economic growth and put Wisconsin on the road to permanent financial stability.

**Whereas**, the League of Wisconsin Municipalities adopted a resolution at their 2012 Annual Conference urging the Governor and the Legislature to restore shared revenue funding to 2002 levels.

**Now, Therefore, Be It Resolved**, that the City of Menasha Common Council urges the Governor and the Legislature to restore shared revenue funding to 2002 levels.

Passed and approved this            day of            , 2012.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST: \_\_\_\_\_  
Deborah A. Galeazzi, City Clerk

R-37-12

**Resolution for Preservation of Tax Exempt Financing**

**INTRODUCED BY MAYOR MERKES**

**Whereas**, municipal bonds are the means by which state and local governments finance the critical infrastructure of our nation, including roads, bridges, hospitals, schools, and utility systems; and

**Whereas**, under current law the owners of municipal bonds are not required to pay federal income tax on the interest income they receive from the bonds; and

**Whereas**, this tax exemption is part of a more than century long system of reciprocal immunity under which owners of federal bonds are, in turn, not required to pay state and local income tax on the interest they receive from federal bonds; and

**Whereas**, this federal tax exemption provides a significant difference between public sector and private sector debt financing; and

**Whereas**; municipalities benefit from this tax exemption through substantial savings on the interest cost of borrowed money; and

**Whereas**; the benefit of lower capital costs attributable to tax exempt financing are passed on to property tax payers through reduced rates, greater local investments, or both; and

**Whereas**; from time to time Congress and the President have proposed legislation to tax – or alter the federal tax exemption of – interest on municipal bonds; and

**Whereas**, the League of Wisconsin Municipalities adopted a resolution at their 2012 Conference opposing any efforts by Congress or any future President to eliminate or limit the federal tax exemption on interest earned from municipal bonds.

**Now, Therefore, Be It Resolved**, that the City of Menasha Common Council opposes any efforts by Congress and any future, President to eliminate or limit the federal tax exemption on interest earned from municipal bonds.

Passed and approved this        day of        , 2012.

\_\_\_\_\_  
Donald Merkes, Mayor

ATTEST: \_\_\_\_\_  
Deborah A. Galeazzi, City Clerk