

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
May 18, 2009
6:15 PM
or immediately following Common Council
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Administration Committee, 5/4/09](#)
- D. ACTION ITEMS
 - 1. [Approval of Consulting Agreement with McClone Agency, Inc. for the period July 1, 2009 to June 30, 2010 and authorize signature. \(Held 5/4/09\)](#)
 - 2. [Accept quote of The Post Crescent as the official City newspaper, May 2009-May 2010.](#)
 - 3. [Retain Jeff Brandt as Consultant/Interim City Attorney \(Ald. Pack\)](#)
- 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
May 4, 2009
MINUTES

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Ald. Pack, Zelinski, Englebert, Benner, Pamerter, Taylor, Wisneski

EXCUSED: Ald. Hendricks

ALSO PRESENT: Mayor Merkes, Neenah CA Jim Godlewski, PC Stanke, DPW Radtke,
Dpty Treasurer Sassman, Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. Administration Committee, 4-21-09

Moved by Ald. Pack, seconded by Ald. Taylor to approve minutes.

Motion carried on voice vote.

D. ACTION ITEMS

1. Approval of Consulting Agreement with McClone Agency, Inc. for the period
July 1, 2009 to June 30, 2010 and authorize signature.

Committee members questioned why City's current insurance company could not provide services, why using a third party; what type of consulting/reviewing was done by McClone Agency in 2008; could CVMIC provide this service; could representative from McClone Agency be at next meeting.

Moved by Ald. Pack, seconded by Ald. Pamerter to recommend approval to Common Council

Moved by Ald. Zelinski, seconded by Ald. Taylor to hold item.

E. ADJOURNMENT

Moved by Ald. Pamerter, seconded by Ald. Pack to adjourn at 6:35 p.m.

Motion carried on voice vote

Respectfully submitted by
Deborah A. Galeazzi, WCMC
City Clerk

CONSULTING AGREEMENT

THE McCLONE AGENCY, INC.

The McClone Agency, Inc., 150 Main Street, Ste. 102 P.O. Box 389, Menasha, Wisconsin, agrees to provide insurance consulting and counseling services to the City of Menasha, Menasha, Wisconsin, for the period of July 1, 2009 to June 30, 2010. Included are the following services: evaluation of the City's current property and casualty insurance program, review of all municipal operations to determine exposures to loss, analysis of losses, and evaluation of administrative procedures relative to insurance. The McClone Agency, Inc. will also make recommendations for additions, deletions and changes in coverage, with due consideration to the self insuring of risks where appropriate. The McClone Agency, Inc. will assist in the implementation of proper risk management through its cooperation with the City's Administration.

The McClone Agency, Inc. will review all contracts, leases and purchase agreements, where required by the City. The McClone Agency, Inc. agrees to monitor changes in legal exposures or the insurance market, and make recommendations as to new innovations or changes in coverages and markets. All policy renewals, endorsements, and audits will be reviewed by The McClone Agency, Inc. The McClone Agency, Inc. will also review the City's losses on an annual basis and make recommendations accordingly. In return, the City agrees to pay The McClone Agency, Inc. a fee of \$2,000 for the period of July 1, 2009, to June 30, 2010, plus itemized, reasonable, provable expenses incurred by The McClone Agency, Inc. in the conduct of these services. Such compensated expenses will be submitted on a semi-annual basis by The McClone Agency, Inc. and will be subject to the approval of the City's Administrative officers. The McClone Agency, Inc. shall provide whatever proof necessary to verify such expenses. Reimbursable expenses include the following: automobile mileage at \$0.20 per mile, long distance telephone calls at cost, photocopying where necessary at \$0.10 per copy, film and development at cost where necessary, postage at cost and any other incidental expenses that might be incurred.

Optional Service. Upon the request of the City Council, The McClone Agency, Inc. would undertake the following type of project:

1. Review of Employee Benefit Program. The McClone Agency, Inc. will review and evaluate accident and sickness, life, disability, and dental insurance programs for the City and develop specifications for such programs.

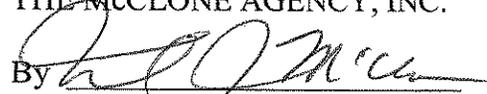
The McClone Agency, Inc. would review and evaluate such proposals and make proper recommendations to the City as to the acceptance of same, and check the resulting program for accuracy and conformity to quote. The fee for this service if requested would be \$2,000. This fee would be waived should the City agree to place coverage through The McClone Agency, Inc.

The above contract shall be subject to annual review and negotiation by the City and The McClone Agency, Inc. The City shall be under no obligation to renew the services of The McClone Agency, Inc., nor shall The McClone Agency, Inc. be under obligation to renew its offer of services to the City at time of annual renewal.

CITY OF MENASHA

THE McCLONE AGENCY, INC.

By _____

By 

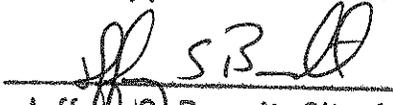
Title _____

Title President

Date _____

Date 4/17/09

Approved as to form

 4/30/09
Jeffrey S. Brandt, City Attorney



MEMO

To: Common Council
From: Debbie Galeazzi, City Clerk ^{dg}
Subject: Official City Newspaper
Date: May 14, 2009

The Post-Crescent was the only quote received for publishing council proceedings and other city advertising for the ensuing year.

The rate quoted for 2009 for the publishing of council proceedings and other city advertising is the same as 2008. The rate quoted for the advertising by the column inch is less than 2008. The rate quoted for facsimile ballots is more than 2008. I'm including the 2008 quotes.

Wis. Stats. 985.06 states that the eligible newspaper making the lowest effective bid for the city's legal notices shall be awarded the contract. Eligibility is determined pursuant to Wis. Stats. 985.03.

April 24th, 2009

Deborah A. Galeazzi
City Clerk
City of Menasha
140 Main St
Menasha, WI, 54952

Dear Ms. Galeazzi

In accordance with the legal advertising rates established by the State of Wisconsin as well as the May 5th, 2009 legal bid deadline, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

The publication of city council proceedings and other city advertising are to be charged at classified line rates:

The Post-Crescent \$.5968 per line first insertion
 \$.4689 per line subsequent insertions

For advertising to be paid for by the column inch:

The Post-Crescent \$8.03 per column inch first insertion
 \$6.30 per column inch subsequent insertions

The Post-Crescent – Facsimile Ballots
 \$15.41 per column inch first insertion
 \$12.11 per column inch subsequent insertions

Thank you for the opportunity to serve your community.

Sincerely,


Marilyn Duquaine
Classified Sales Manager
Appleton Post-Crescent

RECEIVED

MAY 5 2009

CITY OF MENASHA
BY dg

April 29, 2008

Deborah A. Galeazzi
City Clerk
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Ms. Galeazzi,

In accordance with the legal advertising rates established by the State of Wisconsin as well as the May 6th, 2008 legal bid deadline, we are pleased to quote you the following legal advertising rates for the publication of council proceedings and other city legal advertising for the upcoming year.

The publication of city council proceedings and other city advertising to be charged at classified line rates:

The Post-Crescent	\$.5968 per line first insertion
	\$.4689 per line subsequent insertions

For advertising to be paid for by the Column inch:

The Post-Crescent	\$ 8.50 per column inch first insertion
	\$ 6.69 per column inch subsequent insertions

The Post-Crescent- Facsimile Ballots

	\$11.25 per column inch first insertion
	\$ 8.86 per column inch subsequent insertions

Thank you for the opportunity to serve your community.

Sincerely,



Marilyn Duquaine
Classified Sales Manager
Appleton Post-Crescent

RECEIVED

MAY 03 2008

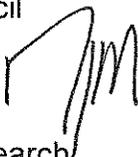
CITY OF MENASHA

BY _____



Memorandum

TO: Common Council

FROM: Mayor Merkes 

SUBJECT: City Attorney Search

DATE: 14 May 2009

Because of the importance the position of city attorney we have taken a good deal of time examining the position both internally and with community members. Ensuring that we have the right person on staff for the long term is crucial for the community. This process took longer than expected and as you know Jeff has retired before the position has been filled.

For the interim we will have legal services provided by two respected local law offices. We have agreements with Rich Carlson as well as Chalchoff & Jelinski to provide specific services during this period. Rich Carlson will be available for general legal council required by the city. Chalchoff & Jelinski will provide prosecution services for the municipal court starting in June. Both offices will charge us on an hourly basis so we will only be charged for the services used.

I would ask that only department heads or the mayor contact these firms due to the costs involved. However, we do not want to place the city at undue risk by not seeking legal advice when needed. Therefore, I have asked all department heads to seek advice when it is warranted.

We currently are seeking additional applicants for the city attorney and will interview as we obtain sufficient applications. We have interviewed three applicants but do not feel that we can advance two to the common council for appointment at this point.

Thank you for your patience during this transition period. Any input regarding the current arrangement would be welcome as this will likely be the mode of operation for until the position is filled.