

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
April 5, 2010
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, 3/15/10](#)
- D. ACTION ITEMS
 - 1. [State of Wisconsin Division of Public Health Contract Agreement ARRA Immunization and Vaccines for Children and Adults, Sept. 1, 2009 to Dec. 31, 2011, and authorize signature.](#)
 - 2. [Approval of proposed fees for the licensing period July 1, 2010-June 30, 2011: a\) DHS Agent of the State; b\) DATCP Agent of the State; c\) Tattoo Parlor/Body Piercing Establishments; d\) Manufactured Home Park \(Recommendation of Board of Health\)](#)
 - 3. [O-5-10 An Ordinance Relating to the Regulation of Dogs, Cats and Ferrets. \(Introduced by Alderman Hendricks\)](#)
 - 4. [O-6-10 An Ordinance Relating to Closing Hours of "Class B" Licensed Establishments \(Daylight Savings Hours\) \(Introduced by Mayor Merkes\)](#)
 - 5. [O-7-10 An Ordinance Relating to Licensing of Restaurants and Retail Food Establishments \(Introduced by Alderman Pack\)](#)
 - 6. [R-8-10 Resolution Transferring/Appropriating Funds \(Introduced by Alderman Pack\)](#)
 - 7. [R-9-10 Resolution Continuing Appropriations \(Introduced by Alderman Pack\)](#)
- 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
March 15, 2010
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Wisneski at 6:39 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Alderman Pack, Hendricks, Zelinski, Englebert, Benner, Roush, Taylor, Wisneski.
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Stanke, DPW Radtke, CDD Keil,
C/T Stoffel, Clerk Galeazzi and the Press

C. MINUTES TO APPROVE

1. [Administration Committee, 3/1/10](#)

Moved by Alderman Pack, seconded by Alderman Englebert to approve minutes.
Motion carried on voice vote

D. ACTION ITEMS

1. [Appeal of Denial of Operator's License - Nicholas Duda.](#)

Nicholas Duda was present and stated his case. He is currently employed at Wiseguys Pizzeria. His temporary operator's license expires in June, 2010. He feels his convictions are not alcohol or drug related and he should not have been denied his operator's license.

CA/HRD Captain explained Mr. Duda failed to provide complete information on the Operator's License application and the background check showed multiple convictions that would constitute a habitual offender. Being a habitual offender is grounds for denial.

Moved by Alderman Hendricks, seconded by Alderman Benner to uphold the denial of the operator's license.

Motion carried on roll call 8-0.

2. [Acknowledgement, Release and Hold Harmless Agreement for use of Oshkosh School District Property by Menasha Police Department, May 3-7, 2010, and authorized signature.](#)

PC Stanke explained this contract with the Oshkosh School District will allow the Menasha Police Department the use of Lincoln Elementary School for training purposes.

Moved by Alderman Englebert, seconded by Alderman Pack to recommend approval
To Common Council
Motion carried on voice vote.

E. ADJOURNMENT

Moved by Alderman Pack, seconded by Alderman Hendricks to adjourn at 6:51 p.m.
Motion carried on voice vote.

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

**DIVISION OF PUBLIC HEALTH
CONTRACT AGREEMENT
ARRA IMMUNIZATION AND VACCINES FOR CHILDREN AND ADULTS**

Contract Preamble

This Contract Agreement is entered into for the period **September 1, 2009 through December 31, 2011**, by and between the State of Wisconsin represented by its Division of Public Health of the Department of Health Services, whose principal business address is One West Wilson Street, PO Box 2659, Madison WI 53701-2659, hereinafter referred to as Contractor, and **Menasha Health Department**, whose principal business address is **316 Racine Street, Menasha WI 54952-3190**, hereinafter referred to as Contractee.

The Contractee address above is the address to which payments shall be mailed. If any legal notices required to be sent to the Contractee in the execution of this Contract Agreement should be sent to an address different from the Contractee address above, that address should be provided below:

Whereas, the Contractor wishes to purchase services from the Contractee as it is authorized to do by Wisconsin law; and whereas, the Contractee is engaged in furnishing the desired services; now, therefore, the Contractor and the Contractee agree as follows:

I. SERVICES TO BE PROVIDED

The Contractee agrees to provide services consistent with the purposes, conditions and restrictions under which it receives funding. A detailed description of the services to be provided and Contractee's means of delivering them is part of this Contract Agreement as listed in the Agreement Addendum Exhibit(s), which is/are attached to and/or incorporated in this Agreement by reference.

II. CONTRACT AGREEMENT ADMINISTRATION

The Contractor's Contract Administrator is **Susan Nelson** whose principal business address is Division of Public Health, **Northeastern Regional Office**. The telephone number of the Contractor's Contract Administrator is (920) 448-5231. In the event its Contract Administrator is unable to administer this Agreement, the Contractor will contact the Contractee and designate a new Contract Administrator.

The Contractee's Contract Administrator is **Susan Nett**, whose principal business address is 316 Racine St., Menasha WI 54952-3190. The telephone number of the Contractee's Contract Administrator is (920) 967-3520. In the event its Contract Administrator is unable to administer this Agreement, the Contractee will contact the Contractor and designate a new Contract Administrator.

III. COST OF SERVICES

The Contractor agrees to pay the Contractee for services provided in accordance with the terms and conditions of this Contract Agreement an amount not to exceed **\$7,294**. This amount is contingent upon receipt of sufficient funds by the Contractor.

The Contractor will not make payments for costs in excess of the Contract Agreement amounts or for costs incurred outside the Contract period. Further, the Contractor will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

IV. PAYMENT FOR SERVICES

A. The Contractor, following execution of this Contract Agreement, shall pay to the Contractee one month's estimated operating expenses of the Contract amount for each of the first three months of this Agreement. If any prepayments are made, these prepayments may be recovered from future payments (see paragraph 2 below) due the Contractee under this Agreement if the Contractor determines that such prepayments are in excess of the Contractee's reported expenses.

B. Payments will be made monthly based on expense reports submitted by the Contractee on the DES F-80855 CARS Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department not later than the fifteenth (15th) day of the month following the month in which costs are incurred. The Contractee shall report, by Contractor assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this Contract which are incorporated by reference. See DHS Allowable Cost Policy Manual. (Available from the Audit Section at address in Section XII)

C. The Contractee shall submit the request for reimbursement (DES F-80855) to the BFS/CARS Unit, Department of Health Services, Division of Enterprise Services, PO Box 7850, Madison WI 53707-7850, with one copy to the Contractor Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.

D. If the Contractor determines, after notice to the Contractee and opportunity to respond, that payments were made that exceeded allowable costs, the Contractee shall refund the amount determined to be in excess within 30 days of invoicing or notification by the Department. The Contractor may, at its sole discretion, effectuate such refund by withholding money from future payments due the Contractee at any time during or after the Contract period. The Contractor also may recover such funds by any other legal means.

E. All payments shall be released by the Department on the last business day before the fifth day of the month for municipalities, or the last business day of each month for non-municipalities, with the exception that the payment that would normally be released on the last working day of June shall be released instead on the first working day of July. Checks will be mailed to the Contractee's principal business address unless the Contractee requests, in writing, subject to approval, that the Department mail the checks to a different address. The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.

V. PROGRAM REPORTING

A. The Contractee shall comply with the program reporting requirements of the Contractor. The required reports shall be forwarded to the Contractor's Contract Administrator according to the schedule established by the Contractor.

B. Failure to submit the program reports specified in the reporting instructions may result in the Contractor rendering liquidated damages pursuant to Section XVI of this Agreement.

VI. STATE AND FEDERAL RULES AND REGULATIONS

A. The Contractee agrees to meet state and federal laws, rules and regulations, and program policies applicable to this Contract Agreement.

B. The Contractee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

C. Affirmative Action Plan

1. An Affirmative Action Plan is required from a Contractee who receives a contract from the Contractor in the amount of \$25,000 or more and who has a work force of twenty-five (25) or more employees as of the award date, unless the Contractee is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Contractees.

2. "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months and two years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.

3. In addition, for contracts of \$25,000 or more, regardless of work force size, Contractee shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Contractees are to contact the Affirmative Action/Civil Rights Compliance Office, Department of Health Services, One West Wilson Street, Room 561, PO Box 7850, Madison WI 53707-7850, for technical assistance on Equal Opportunity.

D. Civil Rights Compliance

1. For contracts for the provision of services to clients, the Contractee must comply with Civil Rights requirements. Contractees with an annual work force of less than twenty-five (25) employees, regardless of contract amount, and Contractees with contracts of less than \$25,000 are not required to submit a Civil

Rights Compliance Action Plan; however, they must submit a Civil Rights Compliance Letter of Assurance. Contract agreements of \$25,000 or more, Contractee shall submit a written Civil Rights Compliance Plan which covers a three-year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Contractee assures that it has submitted to the Contractor's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this Contract Agreement period.

3. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Contractee are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. The Contractee shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to Contractor standards and post the compliant process notice translated into the major primary languages of the Limited English Proficient participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Contractee shall not request interpretation services from family members, friends and minors.

6. The Contractee agrees to comply with the Contractor's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003)) or subsequent revisions.

7. Requirements herein stated apply to any subcontracts or grants. The Contractee has primary responsibility to take constructive steps, as per the State

of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Contractor has a direct contract with another Contractee's subcontractor, the Contractee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that Subgrantee.

8. The Contractor will monitor the Civil Rights Compliance of the Contractee. The Contractor will conduct reviews to ensure that the Contractee is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan for Profit and Non-Profit Entities, DWSD- 14045 (R. 11/2003). The Contractee agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Contractee, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department procedures. The Contractor will also conduct reviews to address immediate concerns of complainants.

9. The Contractee agrees to cooperate with the Contractor in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

E. The Contractee agrees that it will: (1) hire staff with non-English language skills, sign language skills and or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate accurately, and effectively with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the process of complaint or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and cultural sensitivity/cultural competency; (4) 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 taped information for the visually or cognitively impaired; (5) post and/or make available informational material in languages and formats appropriate to the needs of the client population.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A. The Contractee shall not use Confidential Information for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Contractee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

B. Contractee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

C. Contractee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractee on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Contractee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.

D. If requested by the State, Contractee shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement

E. Definitions used herein:

1. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.

2. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

VIII. SUBCONTRACTS

A. The Contractee may subcontract part of this Agreement only with the prior written approval of the Contractor. In addition, the Contractor approval may be required regarding the award process, the terms and conditions of the subcontracts and the subcontractors selected. Approval of the subcontractors will be withheld if the Contractor reasonably believes that the intended subcontractor will not be a responsible provider in terms of services provided and costs billed.

B. The Contractee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into sub-contractual agreements and will be subject to enforcement of the terms and conditions of this Contract Agreement.

IX. GENERAL PROVISIONS

A. Any payments of monies to the Contractee by the Contractor for services provided under this Contract Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Contractee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. The Contractee shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this Contract Agreement without the written consent of the employer of such person or persons and of the Contractor.

D. This Contract Agreement is voidable if the Contractee is a state public official, a member of a state public official's immediate family, or an organization in which the official or immediate family member owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness and failed to make the written disclosure required under sec. 19.45 Stats. This disclosure is required to be made to the State of Wisconsin Government Accountability Board, 44 East Mifflin Street, Suite 601, Madison WI 53703 [Telephone (608) 266-8123].

E. If Contractee or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this Contract Agreement that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of Chapters 180 and 181, Wisconsin Statutes, relating to foreign corporations.

F. The Contractee agrees that funds provided under this Contract Agreement shall be used to supplement/expand the Contractee's efforts, not to replace or allow for the release of available local (Contractee) funds for alternative uses.

X. ACCOUNTING REQUIREMENTS

A. For contracts of \$25,000 or more, the Contractee shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See DHS Allowable Cost Policy Manual, available upon request from the Contractor's Contract Administrator or from the Audit Section, Division of Enterprise Services, Department of Health Services, One West Wilson Street, PO Box 7850, Madison WI 53707-7850.)

B. For contracts of less than \$25,000, the Contractee shall at least maintain a simplified double entry bookkeeping system as defined in the Department's Allowable Cost Policy Manual.

C. The Contractee's accounting system shall allow for accounting for individual contracts or grants, permit timely preparation of expenditure reports (required by the Contractor as defined in Section IV), and support expenditure reports submitted to the Contractor.

D. The Contractee shall reconcile costs reported to the Contractor for reimbursement or as match to expenses recorded in the Contractee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Contractee agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Contractor upon request. The Contractee shall retain the reconciliation documentation in accordance with the records retention requirement specified in Section XIV.

XI. CHANGES IN ACCOUNTING PERIOD

A. The Contractee's accounting records are maintained on a fiscal year basis, beginning on the date indicated on the CARS Payment Information section of this Contract Agreement. During the Contract period, the accounting period may only be changed with prior written approval from the Contractor. The Contractor may approve a change in accounting period only if the Contractee has a substantial, verifiable business reason for changing the accounting period and agrees to submit a close-out audit, as defined in section (XII, 9), within 90 days after the first day of the new accounting period.

B. Proof of Internal Revenue Service approval shall be considered verification that the Contractee has a substantial business reason for changing its accounting period.

C. A change in accounting period shall not relieve the Contractee of reporting or audit requirements of this Contract Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

XII. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Contractee for fire and extended coverage of any equipment funded under this Contract Agreement which the Contractor retains ownership of, and which is in the care, custody and control of the Contractee.

B. The Contractor shall have all ownership rights in any hardware funded under this Contract Agreement or supplied by the Contractor and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Contractee is responsible for keeping all of Contractor's property secure from theft, damage or other loss.

C. The Contractee agrees that if any materials are developed under this Contract Agreement, the Contractor shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this Contract Agreement, shall be promptly and fully reported to the Contractor.

XIII. AUDIT REQUIREMENTS

A. Requirement to Have an Audit: Unless waived by the Contractor, the Contractee shall submit an annual audit to the Contractor if the total amount of annual funding provided by the Contractor (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Contractor, the Contractee shall consider both: (a) funds

provided through direct contracts with the Contractor; and (b) funds from the Contractor passed through another agency which has one or more contracts with the Contractee.

B. **Audit Requirements:** The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide (www.ssag.state.wi.us).

1. The audit shall also comply with the requirements in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if the agency meets the criteria for needing a federal single audit.

C. **Reporting Package:** The Contractee shall send to the Contractor a reporting package which includes the following:

1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Contractee.

2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) **or** written assurance that a Management Letter was not issued with the audit report.

3. Management responses/corrective action plan for each audit issue identified in the audit.

D. **Sending the Reporting Package:** The Contractee shall send one copy of the required reporting package to the Contractor either: (a) within nine (9) months of the end of the Contractee's fiscal year if the Contractee is a local government, or (b) within 180 days of the end of the Contractee's fiscal year for non-governmental Contractee agencies. Reports sent to DHS may be in either paper or electronic PDF format. Paper copies of audit reports may be sent to the following address:

Attn: DHS Auditors
Division of Enterprise Services
Department of Health Services
1 West Wilson Street, Room 627
PO Box 7850
Madison WI 53707-7850

Reports in PDF format may be sent to DHS Auditors at the following email address:
DHSAuditors@Wisconsin.gov

E. **Access to Auditor's Work Papers:** When contracting with an audit firm, the Contractee shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

F. **Access to Contractee Records:** The Contractee shall permit appropriate representatives of the Department and/or the Contractor to have access to the Contractee's records and financial statements as necessary to review Contractee's compliance with the Federal and State requirements for the use of the funding.

G. Failure to Comply with the Requirements of this Section: In the event that the Contractee fails to have an appropriate audit performed or fails to provide a complete audit report to the Contractor within the specified timeframes, in addition to applying one or more of the liquidated damages available in Section XVI of this contract, the Contractor may:

1. Conduct an audit or arrange for an independent audit of the Contractee and charge the cost of completing the audit to the Contractee;
2. Charge the Contractee for all loss of Federal or State aid or for penalties assessed to the Contractor because the Contractee did not submit a complete audit report within the required timeframe; and/or
3. Disallow the cost of audits that do not meet these standards.

H. Closeout Audits:

1. A specific audit of an accounting period of less than twelve (12) months is required when an agreement is terminated for cause, when the Contractee ceases operations or when the Contractee changes its accounting period (fiscal year). The purpose of the audit is to closeout the short accounting period. The required closeout audit may be waived by the Contractor upon written request from the Contractee, except when the agreement is terminated for cause. The required closeout audit may not be waived when an agreement is terminated for cause.
2. The Contractee shall ensure that its auditor contacts the Contractor prior to beginning the audit. The Contractor, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Contractee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Contractor, is the responsibility of the Contractee.
3. The Contractor may require a closeout audit that meets the audit requirements specified in XII, 2. above. In addition, the Contractor may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.
5. Disallow the cost of audits that do not meet these standards.

XIV. OTHER ASSURANCES

A. The Contractee shall notify the Contractor in writing, within thirty (30) days of the date payment was due of any past due liabilities to the Federal government, State government or their agents for income tax withholding, FICA, Workers' Compensation, Unemployment Compensation, garnishments or other employee related liabilities, Sales Tax, Income Tax of the Contractee, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

B. The Contractee shall notify the Contractor, in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500, or when total past due liabilities to any one or more vendors exceed \$1,000, related to the operation of this Contract Agreement for which the Contractor has reimbursed or will reimburse the Contractee. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Contractee to resolve the dispute.

C. The Contractor may require written assurance at the time of entering into this Contract Agreement that the Contractee has in force and will maintain for the course of this Contract Agreement employee dishonesty bonding in a reasonable amount to be determined by the Contractor.

D. The Contractee certifies that neither the Contractee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Contractee further certifies that potential sub recipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment.

XV. RECORDS

A. The Contractee shall maintain such records (in either written or electronic form) as required by State and Federal law and as required by program policies. Records shall be retained for no less than the retention period specified in law or policy. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

B. The Contractee will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of the Contractor and its authorized agents, and Federal agencies, in order to confirm the Contractee's compliance with the specifications of this Agreement.

C. The Contractee agrees to retain and make available to the Contractor all program and fiscal records in accordance with the retention period specified in paragraph 1 above. Upon the Contractor's request, at the expiration of the Contract Agreement, the Contractee will transfer at no cost to the Contractor, records regarding the individual recipients who received services from the Contractee under this Agreement.

D. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

E. The Contractee and its subcontractors shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of the Contractor's records that the Contractee accesses to provide the services under this Agreement.

XVI. AGREEMENT REVISIONS AND/OR TERMINATION

A. The Contractee agrees to renegotiate this Agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services;
2. Changes required by State and Federal law or regulations, or court action; or
3. Reduction in the monies available affecting the substance of this Agreement.

Failure to agree to a renegotiated Agreement under these circumstances is cause for the Contractor to terminate this Agreement.

B. This Agreement can be terminated for any reason by a thirty (30) day written notice by either party.

C. Revision of this Agreement may be made by mutual agreement. The revision will be effective only when the Contractor and Contractee attach an addendum or amendment to this Agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or contract award amount, where such increase in funds is for the same purpose as originally agreed upon, the Agreement may be amended by a unilateral amendment made by the Contractor.

D. The Contractee shall notify the Contractor whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Contractor shall determine whether such inability will require revision or termination of this Agreement.

E. If the Contractor finds it necessary to terminate this Agreement prior to the stated expiration date for reason other than non-performance by the Contractee, actual costs incurred by the Contractee may be reimbursed for an amount determined by mutual agreement of both parties. Fiscal liabilities that the Contractor may have to its funding sources because of the Contractee's service performance or fiscal practices shall be a controlling factor in arriving at a reimbursement agreement.

F. The Contractor reserves the right, upon careful examination, to reduce the total amount of the Contract Agreement due to significant under spending by the Contractee. All such Contract Agreement reductions will become effective upon thirty (30) days written notice to the Contractee and shall not relieve the Contractee of any programmatic requirements.

XVII. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES

A. Failure to comply with any part of this Contract Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Contractee under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Contractee's participation in the Agreement if the Contractor determines it is necessary to protect the interests of the state.

B. The Contractee shall provide written notice to the Contractor of all instances of non-compliance with the terms of this Agreement by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Contractee knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Contractee shall provide the Contractor with a plan to correct the non-compliance. At its sole discretion,

the Contractor may take whatever action it deems necessary to protect the interests of the state, including withholding part or all of the Contractee's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.

C. If Contractor determines that non-compliance with the requirements in this Agreement has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever liquidated damages or remedial measures it deems necessary to protect the interests of the state. Such liquidated damages and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 1 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.

D. If audits are not submitted when due, the Contractor may take action as provided in section XII of this Agreement.

E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the Contractor may withhold all payments that otherwise would be paid the Contractee under this Agreement until such time as the reports and information are submitted.

XVIII. DISPUTE RESOLUTION

If any dispute arises between the Contractor and Contractee under this Agreement, including the Contractor's finding of non-compliance and imposition of liquidated damages or remedial measures, the following process will be the exclusive administrative review.

A. The Contractor's and Contractee's Contract Administrators will attempt to resolve the dispute.

B. If the dispute cannot be resolved by the Contract Administrators, the Contractee may ask for review by the Administrator of the Division in which the Contractor's Contract Administrator is employed, or if the Contract Administrator is the Administrator of the Division, by the Deputy Secretary of the Department.

C. If the dispute is still not resolved, the Contractee may request a final review by the Secretary of the Department.

XIX. FINAL REPORT DATE

A. The due date of the final fiscal report shall be ninety (90) days after the Contract Agreement period ending date.

B. Expenses incurred during the Contract Agreement period but reported later than ninety (90) days after the period ending date will not be recognized, allowed or reimbursed under the terms of this Contract Agreement.

XX. INDEMNITY

The Contractor and Contractee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

XXI. SURETY BOND

The Contractor may require the Contractee to have a surety bond. The surety bond shall be in force for the period of the Contract Agreement and shall be a reasonable amount to be determined by the Contractor. The amount of the bond shall be no less than the amounts of any pre-payments under this Agreement.

XXII. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of the Contractor shall serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.

B. The Contractor and Contractee understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

XXIII. SPECIAL PROVISIONS

Not Applicable

XXIV. TIMELY CONTRACT AGREEMENT SIGNING

This Contract Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Contractee's and Contractor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

Contractee 's Authorized Representative signature

Date

Contractor's Authorized Representative
Seth Foldy, MD, MPH
State Health Officer and Administrator
Division of Public Health
Department of Health Services

Date

CARS PAYMENT INFORMATION

The information below is used by the Department's Bureau of Fiscal Services, CARS Unit to facilitate the processing and recording of payments made under this Contract Agreement.

Agency Name: Menasha Health Department
Agency CARS Number: 256420
Agency CARS Type: 160
Contract Period: September 1, 2009 through December 31, 2011
Contract Amount: \$7,294

Profile ID# 71004 150/627

****CORRECTED AWARD AMOUNT****

CONTRACT ADDENDUM

Standard Terms and Conditions American Recovery and Reinvestment Act of 2009

Agency Name: MENASHA HEALTH DEPARTMENT

1. Notice of ARRA funding

This award requires the recipient to complete projects or activities funded under the American Recovery and Reinvestment Act of 2009 (ARRA). The amount of the award of ARRA funds is **\$7,294**. The Federal award number is **3H23IP522563-07S2**. The CFDA number for this award is **73.712**.

2. Other Standard Terms and Conditions

All other terms and conditions contained in applicable Department of Health Services-specific grant guidelines, administrative code, or other legal requirements apply unless they conflict with or are superseded by the following supplemental terms and conditions implementing the American Recovery and Reinvestment Act of 2009 (ARRA) requirements.

3. Registration with Central Contractor Registration (CCR)

The recipient is required to register with the U.S. Federal Government Central Contractor Registration (ARRA Sec. 1512 (h)). The registration website is found at <http://www.ccr.gov/>. A valid Data Universal Numbering System (DUNS) number is required in order to register in CCR. Once registered, the recipient must provide the Department with the DUNS number used to register with CCR.

4. Reporting

Recipients of ARRA funds must report quarterly on the use of the awarded funds, on the date and in the format required by the Department of Health Services. Data to be reported shall include but may not be limited to the following information:

- a. The total amount of ARRA funds received under this award;
- b. The amount of ARRA funds received under this award that were obligated or expended to projects or activities;
- c. The amount of unobligated award balances;
- d. A detailed list of all projects or activities for which ARRA funds under this award were obligated or expended, including:
 - The name of the project or activity;
 - A description of the project or activity;
 - An evaluation of the completion status of the project or activity;
 - For infrastructure investments made by local governments, the purpose, total cost, and rationale for funding the infrastructure investment with funds made available under this Act, and the name of the person to contact if there are concerns with the infrastructure investment.

e. The names and total compensation of the five most highly compensated officers of the recipient, if the recipient received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from federal awards.

f. Detailed information on any sub-awards (sub-contracts or sub-grants) made by the grant recipient including:

(i) For any sub-award equal to or larger than \$25,000, the following information:

- The name of the entity receiving the sub-award;
- The amount of the sub-award;
- Program source;
- An award title descriptive of the purpose of each funding action;
- The location of the entity receiving the award;
- The primary location of performance under the award, including the city, State, congressional district, and country; and
- A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
- The names and total compensation of the five most highly compensated officers of the company, if it received 80% or more of its annual gross revenues in Federal awards and \$25 million or more in annual gross revenue from federal awards.

(ii) For any sub-awards made to individuals or for less than \$25,000, reporting may be made in the aggregate.

g. Recipients must account for each ARRA award and sub-award (sub-grant and sub-contract) separately. Pooling of ARRA award funds with other funds is not permitted.

(ARRA sec. 1512, Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282)

5. Job Reporting

Recipients of the ARRA funds must report the number of jobs retained by the project or activity not later than **9** days before the end of each calendar quarter. The State of Wisconsin shall make forms available for the collection of job reporting data to the recipient. (ARRA Sec. 1512)

6. JobCenterOfWisconsin.com

The recipient shall post all Wisconsin job openings created by ARRA-funded state contracts on the **JobCenterOfWisconsin.com** website (Executive Order #278).

7. Buy American - Use of American Iron, Steel, and Manufactured Goods

The recipient may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless the head of the Federal department and agency providing the funds waives the application of this provision or another exception applies. (ARRA Sec. 1605)

8. Wage Rate Requirements

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part by ARRA funds pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

9. Time Limits on Use of Funds

Recipient shall comply with program schedule and performance objectives specified by the Department of Health Services, in addition to the expected start and completion dates of projects funded by the ARRA (ARRA Sec. 1602).

10. Disclosure of Fraud or Misconduct

The recipient shall promptly identify or report any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds (False Claims Act 31 U.S.C. sec. 3729-3733) (ARRA Sec. 1553).

11. Whistleblower Protections

The recipient is prohibited from demoting, discharging, or otherwise discriminating against an employee as retaliation for disclosing what the employee reasonably believes to be gross mismanagement or misconduct of ARRA funds under the contract or subcontract to the appropriate Federal, State, or other supervisory authority. Any employer receiving covered funds shall post notice of the rights and remedies provided to employees under this section (ARRA Sec. 1553).

12. Access to Records and Employees

The recipient shall provide the Department of Health Services or the Department's authorized representative with access to the recipient's records related to obligations and use of funds made available in this Act.

13. Contract Provision on Authority of the U.S. Comptroller General

The recipient shall include the following provision in any contracts awarded by the recipient using ARRA funds:

The U.S. Comptroller General and his representatives are authorized:

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions. (ARRA Sec. 902)

14. Authority of Federal Inspector General

The recipient shall allow any representatives of the Inspector General of a federal department or agency to:

- (1) Examine any records of the recipient, its subcontractors, or subgrantees, that pertain to and involve transactions relating to the grant, subcontract, or subgrant; and
- (2) Interview any officer or employee of the recipient, subcontractor, or subgrantee regarding such transactions.

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. (ARRA Sec. 1515(b))

15. Noncompliance

Recipients of funds made available under the ARRA are subject to all the terms and conditions of this addendum. If the recipient materially fails to comply with the terms and conditions of the award, the awarding agency may take appropriate action, which may result in the suspension or termination of both the agreement and recovery of the funds awarded, and any other remedies available at law.

PROPOSED LICENSE FEES 2010-11

LICENSE TYPE	2009-2010 LICENSE FEE	PROPOSED 2010-2011 FEES
Limited Food Service – pre packaged	194.00	198.00
Full Service Restaurant – Simple	331.00	338.00
Full Service Restaurant – moderate	390.00	398.00
Full service restaurant – complex	449.00	458.00
Full service – temporary	93.00	95.00
Not for Profit temporary w/ training	25.00	25.00
Not for profit temporary w/o training	50.00	50.00
Mobile restaurant – limited	194.00	198.00
Mobile restaurant – full service	331.00	338.00
Mobile service base – limited	194.00	198.00
Mobile service base – full service	331.00	338.00
School base kitchen	132.00	138.00
School satellite kitchen	100.00	102.00
Tavern – no food service	151.00	154.00
Special organizations	163.00	166.00
Pre-inspection fee – simple	225.00	225.00
Pre-inspection fee – moderate	300.00	300.00
Pre-inspection fee – complex	350.00	350.00
Re-inspection fee – simple	100.00	150.00
Re-inspection - moderate	150.00	200.00
Re-inspection – complex	200.00	250.00
Late Fee	100.00	100.00
RETAIL FOOD		
Sales .1,000,000 process PHF	1140.00	1163.00
Sales >25,000 but less than 1,000,000	375.00	382.00
Sales 25,000 or more no PHF processing	270.00	275.00
Sales of 25,000 or less and process PHF	189.00	193.00
Prepacked	131.00	134.00
Temporary retail	88.00	90.00
Mobile retail	131.00	134.00
Pre-inspection fee A	350.00	350.00
Pre-inspection fee B	300.00	300.00
Pre-inspection fee C	225.00	225.00
Re-inspection fee A	300.00	300.00
Re-inspection fee B	150.00	200.00
Re-inspection fee C	100.00	100.00
RECREATIONAL FACILITIES		
Swimming pool	265.00	271.00
Whirlpool	265.00	271.00
Additional pool	132.00	135.00
Water attraction – no slides	265.00	271.00
Water attraction – 2 or less slides	X	296.00
Water attraction - > 2 slides	X	321.00
Recreational education camp		165.00
Pre-inspection swimming pool – whirlpool		200.00
Pre-inspection water attraction		225.00
Pre-inspection water attraction 1-2 slides		250.00
Pre-inspection water attraction >2 slides		275.00
Re-inspection fee swimming pool / whirlpool		100.00
Re-inspection water attraction all		150.00
HOTEL / MOTEL / BED AND BREAKFAST / TOURIST ROOMING HOUSES		
Bed and Breakfast	X	160.00
Tourist rooming house	X	160.00
Hotel / motel 5-30 rooms	X	200.00
Hotel / motel 31-99 rooms	X	270.00
Hotel / motel 100-199 rooms	X	340.00
Hotel / Motel > 200 rooms	X	690.00
TATTOO / BODY PIERCING		
Tattoo	252.00	258.00

Body Piercing	252.00	258.00
Tattoo and Body piercing	371.00	380.00
Temporary	252.00	258.00
Pre-Inspection	225.00	225.00
Re-Inspection		150.00
MOBILE HOME PARKS		
Manufactured Home Park 1-20 units	399.00	407.00
Manufactured Home Park 21-50 units	604.00	616.00
Manufactured Home Park 51-100 units	887.00	904.00
Manufactured Home Park 101-175 units	1150.00	1173.00
Manufactured Home Park >175 units	1370.00	1397.00
Pre-inspection fee	200.00	200.00
Re-inspection fee	100.00	100.00
Late Fee – license renewal	100.00	100.00

Indicates new fee

Menasha aldermen occasionally attend meetings of this body. It is possible that a quorum of Common Council, Board of Public Works, Administration Committee, Personnel Committee may be attending this meeting. (No official action of any of those bodies will be taken).

**CITY OF MENASHA
BOARD OF HEALTH
Menasha Health Department
316 Racine Street, Menasha**

03-10-2010

MINUTES

- A. Meeting called to order by Chairman C. Rusin at 8:05 AM.
- B. Present: Candyce Rusin, Dorothy Jankowski, Dr. Teresa Shoberg, Lori Asmus, Susan Nett
Also Present: City Sanitarian Todd Drew RS
- C. MINUTES TO APPROVE
1. Motion to approve February 10, 2010 minutes made by L. Asmus and seconded by D. Jankowski. Motion carried.
- D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
1. February 2010 Communicable Disease Report distributed and discussed. C. Rusin questioned the number of Hep C cases. S. Nett explained there is an increase in the number of Hep C cases statewide and is being seen locally as well. Most of those diagnosed have a history of IV drug abuse.
 2. H1N1 Vaccine Update---To date, the health department has administered 3978 doses of H1N1 vaccine. There is another clinic scheduled for today. S. Nett commended the staff of the health department for their efforts in targeting at risk populations. Vaccines were administered by staff and volunteers. The health department did not need to contract with any agency for vaccinators.
 3. I3 Stimulus Finding – S. Nett discussed the projects to be completed using the immunization stimulus funding. The major initiatives will be school based clinics for required vaccines and adult immunizations for disparate populations.
 4. Part Time Grant PHN Position—the department recently hired a part time nurse completely funded by grants. The position will only continue if there is grant funding to support it in the future.
 5. H1N1 Grant Funds – the grant funds allocated for the public health emergency response efforts need to be expended by July 31, 2010. The department continues to hold H1N1 clinics and will also use the remaining funds to purchase supplies that need to be replaced as well as a portable copier to be used at future mass clinics.
 6. Community Needs Assessment – Every 5 years the department is required to update its community needs assessment. This is the end of year five. Planning has begun to do a community needs assessment in conjunction with the Appleton and Neenah Health departments and Affinity and Thedacare health systems. The

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Health Department at 967-3520 at least 24-hours in advance of the meeting for the City to arrange special accommodations."

results of the needs assessment will become part of the United Way's Life Study for 2011.

7. Seasonal Flu – S. Nett shared the plan for distribution of seasonal flu vaccine for children for this coming fall using a mass clinic setting at one of the schools. This would be free for those through 18 years of age.

E. ACTION ITEMS

1. Review Agent of the State – DHS Fees 2010-11. Sanitarian Drew presented the proposed fees for the license period 7-1-10 to 6-30-11. The fee increase is 2% except for re-inspection fees which will increase \$50 for each category. The increase will set fees comparable to surrounding communities. T. Drew explained the need to raise the re-inspection fees to gain compliance when there are significant violations not being addressed and to be comparable to the state re-inspection fees. L. Asmus questioned how many establishments have issues with noncompliance of critical violations. T. Drew responded 2 or 3 and further related that these are repeat critical violations which may get corrected but then are found again on subsequent routine inspections. C. Rusin questioned why the not for profit temporary fee wasn't increased. T. Drew responded that with the pre-training required, his time has decreased for the inspection and the current cost is adequate. T. Drew also explained the new fees for pre-inspection of new water attractions stating that he now has to do more during the pre-inspection to meet commerce codes and this will cover his costs to review plans and do site inspections. T. Drew also requested a fee structure for hotel/motels etc. citing that even though we don't have those facilities in Menasha, if one were to open here we would have no fee structure in place and these are all part of the agent contract. Motion to recommend for approval to the common council made by T. Shoberg and seconded by D. Jankowski. Motion carried.
2. Review Agent of the State – DATCP Fees 2010-11. Sanitarian Drew presented the proposed fees for the license period 7-1-10 to 6-30-10. The fee increase is 2% except for the re-inspection fees which will increase \$50 for each category B and C. L. Asmus questioned why Category A wasn't also increased. T. Drew responded the current fee is adequate for that size establishment to gain compliance on critical violations. Motion to recommend for approval to the common council made by L. Asmus and seconded by T. Shoberg. Motion carried.
3. Review Tattoo Parlor/Body Piercing Establishment Fees – 2010-11. Sanitarian Drew presented the proposed fees for 7-1-10 to 6-30-10. Proposed fee increase is 2%. T. Drew is also recommending adding a re-inspection fee. Currently there are no operating tattoo parlors in the city. Motion to recommend for approval to the common council made by D. Jankowski and seconded by L. Asmus. Motion carried.
4. Review Manufactured Home Park Fees – Dept. of Commerce 2010-2012. Sanitarian Drew presented the proposed fees for 7-1-10 to 6-30-12. This is a 2 year license. Part of the fee is pass through monies for the Department of Commerce. C. Rusin questioned if there have been critical violations noted during

the inspections. T. Drew responded no. Motion to recommend for approval to the common council made by D. Jankowski and seconded by L. Asmus. Motion carried.

F. HELD OVER BUSINESS

1. None

G. ADJOURNMENT

1. Motion to adjourn at 9:05 made by D. Jankowski and seconded by L. Asmus. Motion carried. Next meeting April 14, 2010.

Submitted by Susan Nett

DRAFT

Ordinance O-5-10

An Ordinance Relating to the Regulation of Dogs, Cats and Ferrets

Introduced by Alderman Hendricks

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 7, Chapter 1 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 7 – Licensing and Regulation

CHAPTER 1

Licensing of Dog, Cat or Ferret ~~or Cat~~ and Regulation of Animals

SEC. 7-1-1 DOG, CAT OR FERRET ~~OR CAT~~ LICENSE REQUIRED; DEFINITIONS.

...

(b) **DEFINITIONS.** In this Chapter, unless the context or subject matter otherwise require:

(14) “Bite” shall mean to seize, pierce or cut with the teeth or with parts of the jaw or to create a wound, usually superficial, inflicted by nails or claws pulled across the skin.

SEC. 7-1-2 RABIES VACCINATION REQUIRED FOR LICENSE.

(a) **RABIES VACCINATION.** The owner of a dog, cat or ferret ~~or cat~~ shall have the animal ~~dog or cat~~ vaccinated against rabies by a veterinarian within thirty (30) days after the animal ~~dog or cat~~ reaches five (5) months of age and re-vaccinated within one (1) year after the initial vaccination. If the owner obtains the dog, cat or ferret ~~or cat~~ or brings the dog, cat or ferret ~~or cat~~ into the City of Menasha after the animal ~~dog or cat~~ has reached five (5) months of age, the owner shall have the animal ~~dog or cat~~ vaccinated against rabies within thirty (30) days after the animal ~~dog or cat~~ is brought into the City unless the animal ~~dog or cat~~ has been vaccinated as evidenced by a current certificate of rabies vaccination. The owner of a dog, cat or ferret ~~or cat~~ shall have the animal ~~dog or cat~~ ~~or cat~~ re-vaccinated against rabies by a veterinarian before the date of that immunization expires as stated on the certificate of vaccination or, if no date is specified, within three (3) years after the previous vaccination. The certificate of vaccination shall meet the requirements of Section 95.21(2), Wis. Stats. Should the owner of a dog, cat or ferret ~~or cat~~ ~~or cat~~ provide evidence from a veterinarian that a particular dog, cat or ferret ~~or cat~~ should not be vaccinated for rabies, this requirement shall not apply. The owner must file such veterinarian statement annually when applying for the cat, dog or ferret ~~or cat~~ license. The Finance Department shall notify the Police Department of any cat, dog or ferret ~~or cat~~ ~~or cat~~ whose owner files such a veterinarian statement.

SEC. 7-1-5 RABIES QUARANTINE.

- (a) **DOG, CAT OR FERRET OR CAT ~~OR CAT~~ CONFINED.** If a district is quarantined for rabies, all dogs, cats or ferrets ~~or cat~~ within the City shall be kept securely confined, tied, leashed or muzzled. Any dog, cat or ferret ~~or cat~~ not confined, tied, leashed or muzzled is declared a public nuisance and may be impounded. All officers shall cooperate in the enforcement of the quarantine. The City Clerk shall promptly post in at least three (3) public places in the City notices of quarantine.
- (b) **EXEMPTION OF VACCINATED DOG, CAT OR FERRET ~~OR CAT~~ FROM CITY QUARANTINE.** A dog, cat or ferret ~~or cat~~ which is immunized currently against rabies, as evidenced by a valid certificate of rabies vaccination or other evidence, is exempt from the City quarantine provisions of Subsection (a) if a rabies vaccination tag or substitute tag is attached to the animal's ~~dog or cat~~ collar.
- (c) **QUARANTINE OR SACRIFICE OF AN ANIMAL SUSPECTED OF BITING A PERSON OR BEING INFECTED OR EXPOSED TO RABIES.**
- (1) Quarantine or sacrifice of dog, cat or ferret ~~or cat~~. An officer shall order a dog, cat or ferret ~~or cat~~ quarantined if the officer has reason to believe that the animal bit a person, is infected with rabies or has been in contact with a rabid animal. If quarantine cannot be imposed because the dog, cat or ferret ~~or cat~~ cannot be captured, the officer may kill the animal. The officer may kill a dog, cat or ferret ~~or cat~~ only as a last resort if the owner agrees. The officer shall attempt to kill the animal in a humane manner and in a manner which avoids damage to the animal's head.
- (2) Sacrifice of other animals. An officer may order killed or may kill an animal other than a dog, cat or ferret ~~or cat~~ if the officer has reason to believe that the animal bit a person or is infected with rabies.
- (d) **QUARANTINE OF DOG, CAT OR FERRET ~~OR CAT~~.**
- (1) Delivery to isolation facility or quarantine on premises of owner. An officer who orders a dog, cat or ferret ~~or cat~~ to be quarantined shall deliver the animal or shall order the animal delivered to an isolation facility as soon as possible but no later than twenty-four (24) hours after the original order is issued or the officer may order the animal to be quarantined on the premises of the owner if the animal is immunized currently against rabies as evidenced by a valid certificate of rabies vaccination or other evidence.
- (2) Health risk to humans. If a dog, cat or ferret ~~or cat~~ is ordered to be quarantined because there is reason to believe that the animal bit a person, the custodian of an isolation facility or the owner shall keep the animal under strict isolation under the supervision of a veterinarian for at least ten (10) days after the incident occurred. In this paragraph, "supervision of a veterinarian" includes, at a minimum, examination of the animal on the first day of isolation, on the last day of isolation and on one (1) intervening day. If the observation period is not extended and if the veterinarian certifies that the dog, cat or ferret ~~or cat~~ has not exhibited any signs of rabies, the animal may be released from quarantine at the end of the observation period.

- (3) Risk to animal health.
- a. If a dog, cat or ferret or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal and if the animal dog or cat is not currently immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for one hundred eighty (180) days. The owner shall have the animal vaccinated against rabies between one hundred fifty-five (155) and one hundred sixty-five (165) days after the exposure to a rabid animal.
 - b. If a dog, cat or ferret or cat is ordered to be quarantined because there is reason to believe that the animal has been exposed to a rabid animal but if the dog, cat or ferret or cat is immunized against rabies, the custodian of an isolation facility or the owner shall keep the animal leashed or confined for sixty (60) days. The owner shall have the animal re-vaccinated against rabies as soon as possible after exposure to a rabid animal.
- (4) Sacrifice of a dog, cat or ferret or cat exhibiting symptoms of rabies. If a veterinarian determines that a dog, cat or ferret or cat exhibits symptoms of rabies during the original or extended observation period, the veterinarian shall notify the owner and officer who ordered the animal quarantined and the officer or veterinarian shall kill the animal in a humane manner and in a manner which avoids damage to the animal's head. If the dog, cat or ferret or cat is suspected to have bitten a person, the veterinarian shall notify the person or the person's physician.

SEC. 7-1-9 DUTY OF OWNER IN CASE OF DOG, CAT OR FERRET OR CAT BITE.

Every owner or person harboring or keeping a dog, cat or ferret or cat who knows that such animal dog or cat has bitten any person shall immediately report such fact to the City Health Officer and shall keep such animal dog or cat confined for not less than ten (10) days or for such period of time as the Health Officer shall direct. The owner or keeper of any such dog, cat or ferret or cat shall surrender the animal dog or cat to a law enforcement or humane officer upon demand for examination.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this _____ day of _____, 2010.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Ordinance O-6-10

An Ordinance Relating to Closing Hours of "Class B" Licensed Establishments
(Daylight Savings Hours)

Introduced by Mayor Merkes

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 7, Chapter 2, Article A, SEC.7-2-15(a)(1) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 7 – Licensing and Regulation

CHAPTER 2

Fermented Malt Beverages and Intoxicating Liquor

ARTICLE A

Fermented Malt Beverages and Intoxicating Liquor

SEC. 7-2-15 CLOSING HOURS.

Closing hours shall be established in conformance with Section 125.32(3), Wis. Stats., and further restricted as follows:

(a) **"CLASS B" LICENSES.**

- (1) No premises for which a retail "Class B" liquor and fermented malt beverage license has been issued shall be permitted to remain open for the sale of liquor or fermented malt beverages or for any other purpose between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday, and 2:30 a.m. and 6:00 a.m. Saturday and Sunday except that, on the Sunday that daylight saving time begins as specified in Section 175.095(2), Wis. Stats., the closing hours shall be between 3:30 a.m. and 6 a.m. There shall be no closing hours on January 1.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this day of , 2010.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Ordinance O-7-10

An Ordinance Relating Licensing of Restaurants and Retail Food Establishments

Introduced by Alderman Steve Pack

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 7, Chapter 6, SEC. 7-1-1(a), (d), (e) and (f) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 7 – Licensing and Regulation

CHAPTER 6

Restaurant and Retail Food Establishment Licensing

SEC. 7-6-1 LICENSING OF RESTAURANTS AND RETAIL FOOD ESTABLISHMENTS.

(a) **PERMITS OR LICENSES REQUIRED.** Upon the authority and scope of Chapters 97, 101 and 254 of the Wisconsin Statutes, this regulation adopts by reference Chapters HFS ~~474~~, 172, 175, 178, 195, 196, 197 and 198, ~~ADM 65~~, and ATCP ~~74~~ and 75 and Comm 26, of the Wisconsin Administrative Code Annex – Wisconsin Food Code and the FDA Food Code 2009 edition.

...

(d) **PERMIT ISSUANCE AND REQUIREMENTS.**

(1) Permit Issuance.

- a. No person shall operate an eating and drinking establishment or a public facility or establishment covered in this regulation within the City of Menasha who does not have a valid permit issued by the Department, unless otherwise exempted in this regulation.
- b. Only a person who complies with the requirements of this regulation shall be entitled to receive or retain such a permit.
- c. Permits are not transferable.
- d. A valid permit shall be posted in plain public view in every public facility and/or public establishment as required in this Ordinance.

(2) Permit Requirements. The Menasha Common Council shall establish all pre-inspection fees and permit fees for all public facilities and establishments. Facilities and establishments requiring permits covered in this regulation are listed below:

- a. Public indoor and outdoor swimming pools each are subject to an annual permit fee (~~HFS 171 and~~ HFS 172).

- b. Restaurants are subject to an annual permit fee (HFS 196).
- c. Mobile home parks are subject to an annual permit fee [ADM 65, 85.5(3)].
- d. Eating and drinking establishments are subject to an annual fee.
- e. Hotels, motels and tourist rooming houses are subject to an annual permit fee (HFS 195).
- f. Bed and breakfast establishments are subject to an annual permit fee (HFS ~~197~~ 185).
- g. Vending machine operations shall be licensed and fees shall be issued, assessed and collected by the State of Wisconsin under the Wisconsin Administrative Code (HFS 198).
- h. Mobile restaurants are subject to an annual permit fee.
- i. Retail food establishments are subject to an annual permit fee unless specifically exempted by s. 97.30(1)(c) Wis. Stats.
- j. Temporary non-profit, non-licensed food stands are subject to an annual fee (up to three events per year).
- k. Recreational and educational camps are subject to an annual permit fee established by the Director of Public Health and approved by the Common Council (HFS 175).
- l. Campgrounds are subject to an annual permit fee established by the Director of Public Health and approved by the Common Council (HFS 178).

(e) **INSPECTIONS.**

- (1) Inspection Frequency. An inspection of public facilities and establishments and eating and drinking establishments shall be performed at least once per year. ~~Additional inspections of facilities and establishments shall be performed as often as necessary for the enforcement of this regulation.~~ All eating and drinking establishments shall be assigned a risk category based on the FDA Food Code 2009 Annex 5 – Table 1. Additional inspections over and above the one annual inspection shall be based on the risk category for each establishment. All category 2 and 3 establishments shall receive at least two inspections per year.
- (2) Report of Inspections. Whenever an inspection of a facility or establishment is made, the findings shall be recorded on an inspection report form. The inspection report form shall summarize the requirements of this regulation. A copy of the completed inspection report form shall be furnished to the holder of the permit, or his/her agent in charge of the facility or establishment, at the conclusion of the inspection.
- (3) Correction of Violations. The completed inspection report form shall specify a reasonable period of time for the correction of the violations found. Correction of the violations shall be accomplished within the period specified.
- (4) Access. Representatives of the Department, after proper identification, shall be permitted to enter any facility or establishment at any

reasonable time for the purpose of determining compliance with this regulation.

- (5) Hours of Inspection. Inspections shall be made during the regular operating hours of the ~~Health Department of the establishment and~~ primarily during the regular office hours of the Health Department (8:00 AM – 4:00 PM Monday – Friday), unless circumstances necessitate conducting an inspection at a time other than normal Health Department operating hours. In the case of temporary permits, an inspection will be made coinciding with the hours of operation, i.e., the Sanitarian will be available for an evening or weekend inspection to determine compliance with the regulations.

- (f) **PERMIT DENIAL.** Permits issued under this Section may be denied by the Health Officer upon annual application for renewal for continued violations of this Code of the applicable provisions of Wisconsin Administrative Codes or Wisconsin Statutes. Permits may also be denied until payment of re-inspection fees issued in the prior license year.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this day of , 2010.

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION R-8-10

RESOLUTION TRANSFERRING/APPROPRIATING FUNDS

Introduced by Alderman Pack

WHEREAS, it is necessary for the City of Menasha to
[transfer funds to cover 2009 Budget overdrafts](#)
[and to appropriate revenues received but not budgeted,](#)

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common
 Council concurring that the following budget transfers/appropriations be made:

A/C #	ACCOUNT NAME	AMOUNT	AMOUNT
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TO:			
100-0202-512	PERSONNEL	\$ 25,776.21	
100-0205-512	MUNICIPAL COURT	120.00	
100-0303-542	DIAL-A-RIDE	1,200.00	
100-0305-562	URBAN REDEVELOPMENT	21,469.69	
100-0408-552	CIVIC COMMEMORATIONS	4,617.39	
100-0704-553	SWIMMING POOL	6,089.10	
100-0806-532	ANIMAL IMPOUNDMENT	2,034.05	
100-0905-531	HEALTH SCREENING-60+	27.37	
100-0909-531	DENTAL SEALENT	6,892.40	
100-0910-531	H1N1 GRANT	29,080.90	
100-0913-531	LEAD PREVENTION	1,182.69	
100-0918-531	BIO-TERRORISM	18,415.67	
100-1001-514	CITY BUILDINGS	7,905.12	
100-1003-541	STREET CONSTRUCTION	124,284.18	
100-1006-541	SNOW/ICE REMOVAL	190,419.88	
100-1013-541	STREET LIGHTING	152.50	
100-1013-541	PARKING LOTS	13,946.51	
100-1019-552	LIFT BRIDGES	7,809.40	

		\$ 461,423.06	
		=====	
FROM:			
100-0000-482	STATE-LIFT BRIDGES		6,892.40
100-0201-512	CITY ATTORNEY		\$ 8,000.00
100-0203-512	CITY CLERK		3,000.00
100-0304-562	COMMUNITY DEVELOPMENT		-
100-0403-513	INFORMATION TECHNOLOGY		-
100-0501-522	FIRE DEPARTMENT		77,719.35
100-0702-552	RECREATION DEPARTMENT		-
100-0801-521	POLICE DEPARTMENT		125,000.00
100-0903-531	HEALTH DEPARTMENT		120.00
100-1002-541	ENGINEERING/PUBLIC WORKS		150,000.00
100-1016-543	REFUSE COLLECT/DISPOSAL		30,000.00

			\$ 400,731.75
			=====

Passed and approved this ____ day of _____, 2010

 Donald Merkes, Mayor

Attest:

 Deborah A. Galeazzi, City Clerk

FISCAL NOTE: This resolution is only to cover those individual accounts which exceeded their budgeted amount or to appropriate revenues received but not budgeted for in the General Fund.

The General Fund, in its entirety, had Expenditures [roughly equal to Revenues for 2009.](#)

Thomas Stoffel, City Comptroller/Treasurer

FISCAL NOTE: This resolution is only to cover those individual accounts which exceeded their budgeted amount or to appropriate revenues received but not budgeted for in the General Fund.

The General Fund, in its entirety, had Expenditures [roughly equal to Revenues for 2009.](#)

Thomas Stoffel, City Comptroller/Treasurer
accounts which exceeded their budgeted amount or to appropriate revenues received but not budgeted for in the General Fund.

The General Fund, in its entirety, had Expenditures [roughly equal to Revenues for 2009.](#)

Thomas Stoffel, City Comptroller/Treasurer

RESOLUTION R-9-10

RESOLUTION CONTINUING APPROPRIATIONS

Introduced by Alderman Pack

WHEREAS, it is desirous and necessary for the City of Menasha to continue some 2009 Appropriations into 2010 to finance ongoing projects,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Common Council concurring that the following appropriations be continued:

<u>A/C #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
100-0203-512	ELECTIONS	\$ 10,000
100-0601-551	PUBLIC LIBRARY	25,068
100-0702-552	RECREATION DEPARTMENT	250
100-0703-552	PARKS DEPARTMENT	32,000
100-0706-561	FORESTRY	6,214
100-0904-531	ENVIRONMENTAL HEALTH	3,132
100-0906-531	PREVENTION PROGRAM	3,577
100-0907-531	RADON GRANT	1,525
100-0909-531	DENTAL SEALANT PROGRAM	3,839
100-0913-531	LEAD PREVENTION GRANT	1,874
100-0914-531	IMMUNIZATION GRANT	4,152
100-0915-531	MATERNAL CHILD HEALTH	1,066
100-0918-531	BIO TERRORISM	8,340
100-0919-531	TWENTY-FOUR/SEVEN COVERAGE	47,815
100-1002-541	ENGINEERING/PUBLIC WORKS	10,000
100-1009-541	SIDEWALKS/CROSSWALKS	25,000
		- - - - -
	TOTAL	\$ 183,852
		=====

Passed and approved this ____ day of _____, 2010

Donald Merke, Mayor

Attest:

Deborah A. Galeazzi, City Clerk

EXPLANATION OF CONTINUING APPROPRIATIONS
 From 2009 into 2010

<u>A/C #</u>	<u>PURPOSE</u>	<u>AMOUNT</u>	<u>REQUESTED BY</u>
100-0203-512	Optic scan machines (4)	10,000	CLERK Galeazzi
100-0601-551	Statutory carry forward	25,068	LD Saecker
100-0702-552	Positive Youth Development Grant	250	PRD Tungate
100-0703-552	Poured in place playground surfacing	20,000	PRD Tungate
100-0703-552	Engineering for future park/green spaces	12,000	PRD Tungate
100-0706-561	Tree Trimming	6,214	PRD Tungate
100-0904-531	Emergency preparedness supplies/needs	3,132	PHD Nett
100-0906-531	Community Needs Assessment/Add'l hour	3,577	PHD Nett
100-0907-531	Additional Staff Hours	1,525	PHD Nett
100-0909-531	Dental Hygienist hours	3,839	PHD Nett
100-0913-531	Additional Staff Hours	1,874	PHD Nett
100-0914-531	Additional Staff Hours	4,152	PHD Nett
100-0915-531	Car Seat Technician training/Add'l hours	1,066	PHD Nett
100-0918-531	Additional Staff Hours	8,340	PHD Nett
100-0919-531	24/7 emergency coverage/communication	47,815	PHD Nett
100-1002-541	WISDOT Projects	10,000	PWD Radtke
100-1009-541	Sidewalk Replacement	25,000	PWD Radtke
		- - - - -	
	TOTAL	\$ 183,852	
		=====	