

It is expected that a Quorum of the Personnel Committee, Board of Public Works, Plan Commission, Redevelopment Authority and Administration Committee 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  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, December 15, 2014  
6:00 PM  
AGENDA**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL/EXCUSED ABSENCES
- D. PUBLIC HEARING
- E. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY  
(five (5) minute time limit for each person)
- F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:  
Minutes to receive:
    - a. [Administration Committee, 12/01/14.](#)
    - b. [Board of Health, 11/12/14.](#)
    - c. [Board of Public Works, 12/01/14.](#)
    - d. [Committee on Aging, 11/13/14.](#)
    - e. [NMFR Joint Finance and Personnel, 12/08/14.](#)
    - f. [Nenah-Menasha Sewerage Commission, 09/23/14.](#)
    - g. [Redevelopment Authority, 12/09/14.](#)
    - h. [Water and Light Commission, 11/19/14.](#)Communications:
    - i. [PHD McKenney, 12/15/14; Menasha Health Department Staff Approved for Training at the Federal Emergency Management Agency, US Dept. of Homeland Security, Center for Domestic Preparedness.](#)
    - j. [Mayor Merkes to Contributors of the Football Banner, 12/11/2014; Thank you letter.](#)
- G. CONSENT AGENDA  
(Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Alderman and place immediately following action on the Consent Agenda. The procedures to follow for the Consent Agenda are: (a) removal of items from Consent Agenda; and (b) motion to approve the items from Consent Agenda.)  
Minutes to approve:
1. [Common Council, 12/01/14.](#)
  2. [Special Common Council, 12/08/14.](#)
- Administration Committee, 12/01/14 – Recommends the Approval of:
3. [Renewal quotation for Underground Storage Tanks insurance of ACE American Insurance Co. for one year in the amount of \\$4,248.](#)
  4. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for Menasha Senior Center.](#)
  5. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for 60 Plus Health and Wellness Program.](#)
- Board of Public Works, 12/01/14 – Recommends the Approval of:
6. [Request to Remove a Portion of Elevated Walkway Behind 175 Main Street.](#)

NMFR Joint Finance and Personnel, 12/08/14 – Recommends the Approval of:

7. Authorize hiring two firefighters after January 1, 2015 subject to the departure or retirement of two existing employees with Neenah-Menasha Fire Rescue.
8. Approve the purchase in January 2015 of eleven (11) OTS Guardian Full Face Masks with the EM-OTS2 Communication Microphones and Earphones for \$795 per unit for a total of \$8,745.00 plus \$55.00 shipping for a grand total of \$8,800.00.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 12/04/14 to 12/11/14 in the amount of \$1,067,985.85.
2. Beverage Operators License Applications for the 2013-2015 licensing period.
3. Fourth Amendment to Development Agreement Among City of Menasha and Cypress Homes and Realty, Inc. Dated June 20, 2011.

J. ORDINANCES AND RESOLUTIONS

1. R-30-14; Resolution Approving a 2014 Budget Adjustment of \$10,000 For Pool Slide Rehabilitation Work. (Introduced by Ald. Keehan and Ald. Langdon).
2. R-31-14; Resolution Approving a 2014 Budget Adjustment of \$5,000 for Health Department Equipment. (Introduced by Alderman Nichols).

K. APPOINTMENTS

1. Reappointment of Katherine Bauer, 709 Lincoln Street, Menasha, to the Neenah-Menasha Sewerage Commission, for the term 01/01/2015 to 12/31/2018.

L. HELD OVER BUSINESS

M. CLAIMS AGAINST THE CITY

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

O. RECESS TO BOARD OF PUBLIC WORKS.

P. ACTION ITEMS

Motion to adjourn into Closed Session pursuant to Wis. Stats. §19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

1. Claim of John Marra.
2. Updates on PCB Litigation.
3. May reconvene into open session immediately following any closed session in order to take action on the closed session items. Wis. Stat. 19.85(2).

Q. ADJOURNMENT

**MEETING NOTICE**  
**Monday, January 5, 2015 – 6:00 p.m.**  
**Committee Meetings to Follow**

CITY OF MENASHA  
ADMINISTRATION COMMITTEE  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 1, 2014  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:05 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 11/3/14](#)

Moved by Ald. Keehan seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Wisconsin Office of the Commissioner of Insurance, 10/27/14; Notice of Altered Policy Terms Valuation Policy OCI 41-080 \(R 01/2015\) Builders Risk Policy OCI 41-104 \(R01/2015\)](#)

No action or discussion.

E. DISCUSSION/ACTION ITEMS

1. [Underground Storage Tanks \(UST\) Insurance Renewal](#)

CA/HRD Captain explained the requirement for the Underground Storage Tanks insurance until the City can demonstrate financial ability for cleanup costs in the case of a leak.

Moved by Ald. Keehan seconded by Ald. Englebert to recommend to Common Council Renewal quotation for Underground Storage Tanks insurance of ACE American Insurance Co. for one year in the amount of \$4,248.

Motion carried on roll call 8-0.

2. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for Menasha Senior Center.](#)

PHD McKenney explained the grant will go toward the salaries for the Senior Center's Administrative Coordinator and Activity Coordinator.

Moved by Ald. Keehan seconded by Ald. Englebert to recommend to Common Council Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15-12/31/15 for Menasha Senior Center

Motion carried on roll call 8-0.

3. [Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15 – 12/31/15 for 60 Plus Health and Wellness Program.](#)

PHD McKenney explained the grant will go towards nursing services and health education for residents age sixty and over.

Moved by Ald. Keehan seconded by Ald. Englebert to recommend to Common Council Grant Agreement between Winnebago County and City of Menasha for the term 1/1/15-12/31/15 for 60 Plus Health and Wellness Program.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Englebert seconded by Ald. Keehan to adjourn at 7:10 p.m.

Motion carried on voice vote.

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

**CITY OF MENASHA BOARD OF HEALTH**  
**Minutes**  
**November 12, 2014**

A. Meeting called to order at 8:05 AM by Chairman C. Rusin.

B. Present: Candyce Rusin, Dr. Teresa Rudolph, Nancy McKenney, Vicki Schultz, Loretta Kjemhus, Allison Reitzner, Todd Drew, Linda Palmbach, Liz Rosin, Kortney Dahm

C. MINUTES TO APPROVE

1. Motion to approve October 8, 2014 minutes made by Dr. Rudolf and seconded by Nancy McKenney.

The motion carried unanimously.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS

1. The October 2014 Communicable Disease Report was distributed and discussed.

2. Communications:

a. The Menasha Health Department renewed its affiliation agreement with the University of Wisconsin Oshkosh Nursing Program as a clinical site.

b. The Board reviewed an October 29, 2014 Memo sent to the City Council Re: 2014 City of Menasha Influenza Clinic Results.

3. 2014 Influenza Clinic results were discussed. On Friday October 24, 2014 the City of Menasha held an Influenza Vaccine Clinic at Butte Des Morts School from 2:00 p.m. until 6:00 p.m. In addition to the primary mission of vaccinating people against influenza, the clinic was also a public health preparedness exercise.

A total of 406 vaccines were provided to 120 adults and 286 children. Client surveys showed the vast majority of respondents (99%) were satisfied with the length of time it took for the vaccination process and the helpfulness of the staff. Comments were overwhelmingly positive and constructive. Volunteer and client surveys are used to improve clinic operations. The Influenza Vaccination Clinic was organized by the City of Menasha Health Department in cooperation with the following partners: Menasha School District; Wisconsin Disaster Medical Response Team, Medical Reserve Corp; the University of Wisconsin Oshkosh, School of Nursing; Community Volunteers; City of Menasha Police Department; and Neenah – Menasha Fire Rescue. Signage in English, Spanish, Hmong and French asked participants to report travel to West Africa (Sierra Leone, Liberia, and Guinea). All participants were asked about travel prior to entering the influenza clinic (initial screening for Ebola). Participants expressed gratitude for the Health Department asking these questions. As the Influenza Clinic is also a public health preparedness exercise, a hot wash (debrief) will take place in November.

4. Menasha Health Department Incident Command Structure has been partially activated for Ebola. The objectives are to: 1) Maintain situational awareness of Ebola; 2) Provide streamlined and timely communication to internal and external partners on

Ebola; and 3) Support preparedness planning within the City of Menasha Health Department.

5. There was no update for the Weight of the Fox Valley coalition.

6. The FCHCC-Needs Assessment 2014 Behavioral Risk Factor Surveillance System questionnaire final review was completed on October 9. The St. Norbert College Strategic Research Institute will conduct the health risk behavior survey among the residents of Outagamie County, Calumet County Winnebago County, and the Fox Cities. This survey will inform, in part the community needs assessment. The hospital systems and the health departments must conduct needs assessments which are the basis for community health improvement plans.

7. Todd Drew described progress on the Senior Center renovation. The Senior Center moved temporarily to 312 Racine Street on October 31, 2014. All services continue to be offered except those requiring a gym floor. The Senior Center renovation project is underway.

It was also noted that a \$5,000 check (honorarium) from the Food and Drug Administration (FDA) was sent to Todd Drew, Registered Sanitarian for his City of Menasha representation on the *FDA FREE-B (Food Related Emergency Exercise-Bundle) Scenario Development SME Panel* in 2014. The Board discussed using the funds to replace older equipment.

#### E. ACTION ITEMS

Nancy McKenney presented a procedure to *Monitor and Document the Health Status of People Who Have Traveled from West Africa* (Liberia, Sierra Leone, Mali, and Guinea). This has been reviewed by the State of Wisconsin, Division of Public Health. Candyce Rusin will review the document.

#### F. HELD OVER ITEMS

Status of the Policy and Procedure Project: Allison Reitzner, RN, is a UWGB Nursing Leadership Master's Degree candidate. She will complete her capstone practicum project at Menasha Health Department (ending August 2015). She will work with staff to review and develop policies, procedures, and protocols and develop a documents management system for the Health Department.

#### G. ADJOURNMENT

The meeting was adjourned by Candyce Rusin at 9:00 am.

The next meeting will be held on December 10, at 8:00 am.

CITY OF MENASHA  
Board of Public Works  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 1, 2014  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Sevenich at 7:11 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Keehan, Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [November 17, 2014](#)

Moved by Ald. Taylor seconded by Ald. Langdon to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [Intent to Apply for Focus on Energy Incentive Funds](#)

DPW Radtke explain staff has recently been informed by WE Energies of a refund due the City for overbilling for street lighting. Staff is proposing to use the refund from WE Energies and the funds in the 2015 budget to convert more street lights to LED lighting. Staff intend to apply for Focus on Energy incentive funding to help with the cost of converting the street lights.

E. DISCUSSION / ACTION ITEMS

1. [Storm Water Utility Financial Report](#)

DPW Radtke and ASD Steeno gave an update on the financial status of Storm Water Utility.

General discussion ensued on the status of Lower Fox River Total Maximum Daily Load (TMDL) and financial status of Storm Water Utility.

2. [Request to Remove a Portion of Elevated Walkway Behind 175 Main Street](#)

DPW Radtke explained the request from Bakalor Properties to remove the section of the public walkway to the south of the building at 175 Main Street. They would remove the section of public walkway and put up security fencing during the demolishing of the building. They would replace the walkway to fit into the structure that will be constructed.

Moved by Ald. Taylor seconded by Ald. Langdon to recommend to Common Council the request to remove a portion of elevated walkway behind 175 Main Street.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Taylor seconded by Ald. Langdon to adjourn at 7:35 p.m.

Motion carried on voice vote.

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

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  
COMMITTEE ON AGING  
Menasha Senior Center  
116 Main Street, Menasha**

**November 13, 2014  
8:00 AM**

**Minutes**

- A. Meeting called to order at 8:05 am.
- B. Present: Joyce Klundt, Lee Murphy, Mary Lueke, Tom Stoffel, John Ruck, Todd Drew, Nancy McKenney, Jean Wollerman, Sue Steffen
- C. MINUTES TO APPROVE
1. Lee Murphy moved to approved October 9, 2014 minutes as amended, seconded by John Ruck.  
  
Motion passed.
- D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
1. Senior Center:
    - a. Jean Wollerman Senior Center Older Adult Director reported and distributed handouts on recent activities and programs at the Senior Center. Participation has increased.
    - b. The Senior Center has designated parking at the temporary location. Participants have been encouraged to car pool and programs have been adjusted to accommodate parking limitations.
    - c. Jean reported that assistance will be required to move back to the Senior Center post renovation.
    - d. A committee has been formed to plan for a late January event to celebrate the opening of the Senior Center. They plan to meet on December 10, 2014 at noon.
  2. Public Health: Nancy McKenney reported that Health/Senior Center/ Weights & Measures/ Employee Safety Budget Review Sessions were held on November 10<sup>th</sup>. The session went smoothly. Relative to the Senior Center two questions were asked: 1) What is the status of fund raising for the Senior Center? 2) What is the progress on the renovation?
- E. New Business
1. None
- F. HELD OVER BUSINESS
1. Todd Drew provided a Renovation Project update. Construction is underway. There have been a few delays which may impact project completion.

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha Senior Center at 967-3530 24-hours in advance of the meeting for the City to arrange special accommodations."

2. Jean Wollerman provided a fundraising update and plans to meet with potential donors. Jean provided a handout that can be used for donations. Members discussed using the Legacy account for donations and ways (newsletter) to promote planned giving.
3. The Committee discussed facility rental fees.

John Ruck moved to table Senior Center Rental Policies and Fees until the December 11, 2014 Committee on Aging meeting, seconded by Joyce Klundt.

Motion passed.

#### G. ADJOURNMENT

Lee Murphy moved to adjourn the meeting, seconded by Mary Lueke.

Motion passed.

The meeting adjourned at 9:40 am.

The next meeting will be held on December 11, 2014 at 8:00 AM at the Senior Center temporary location at 312 Racine Street.

Neenah-Menasha Fire Rescue  
Joint Finance & Personnel Committee Meeting  
December 8, 2014 – 6:00 p.m.  
Hauser Room – City of Neenah

Present: Ald. Englebert, Benner, Kunz, Bates, Taylor and Ramos.

Also Present: Chief Auxier, Director Easker, CA Godlewski, Director Barber and OM Theisen.

Members of the Public: Jamie Leonard, AC Mike Sipin, Chris Ederer, AC Vernon Green, Mayor Kaufert, Dan Schultz, Garrett Gee, Jim Dunbar, Ald. Nichols, Anthony Leiton and Ald. Lendrum.

Ald. Englebert called the meeting to order at 6:00 p.m.

Public Forum: Local 275 President Leonard asked for support in replacing the two firefighter positions. Staffing levels are important to maintain the high quality service we provide for the citizens of Neenah and Menasha and to also maintain safety for the firefighters while they are performing their job.

Meeting Minutes: The Committee reviewed the September 30, 2014 meeting minutes. **MSC Benner/Kunz to approve the September 30, 2014 meeting minutes and place on file, all voting aye.**

Monthly Budget Report: Chief Auxier said the November 2014 budget report was not available for this meeting as the City of Neenah Finance Department was working on tax bills. The Committee reviewed the October 2014 budget report. Chief Auxier noted there are several line items that are over budget. However, they have reduced expenses in other line items to maintain the overall budget. The intent and goal is to not go over budget.

Ald. Bates asked about Fire Commission budget and if all of the 2014 budget will be used for the hiring process to replace fire fighters. Chief Auxier said there will be some expense out of the budget this year but not all of it will be used.

Ald. Ramos joined the meeting at 6:05 p.m.

Ald. Benner asked about the maintenance of motor vehicles and if this line item overage is due to the old Quint. Chief Auxier confirmed most of this amount is due to this vehicle. He said this budget line item was not reduced in 2015 due to the again of motor vehicles fleet we have. **MSC Bates/Benner to approve the October 2014 budget report and place on file, all voting aye.**

Ald. Ramos took over chairing the rest of the meeting.

Monthly Activity and Automatic Aid Report: Chief Auxier noted OM Theisen changed the monthly activity reports in an effort to provide more information regarding our activities. He asked the members to provide feedback if they like this additional information or not. The automatic aid report was reviewed. It was noted Appleton Fire Department has taken more calls for us than we have for them; however, the overall numbers are close. Ald. Kunz asked about the calls and noted that it seems we each respond to some of the same areas within the two communities. Chief Auxier noted the area in Menasha has a lot of elderly housing and apartment buildings. Ald. Bates asked if holidays are busier

than other days. Chief Auxier noted this varies but there are no dramatic increases. Ald. Kunz asked again about the disparity of calls. OM Theisen explained during the radio switchover there was about a month where we were taking calls for each other, however, until the new CAD Monitor system was up and running we were not able to capture these calls. **MSC Englebert/Benner to accept the November Activity and Automatic Aid reports and place on file, all voting aye.**

Consideration and Action of Replacing Two Firefighters to Fill Two Future Vacancies: The Committee reviewed the memo from Chief Auxier regarding the upcoming vacancies of two firefighter positions and the process for establishing an eligibility list with the Fire Commission. He noted he spoke to both Mayors regarding replacement of the positions and they both will be meeting and supported bringing this to the Committee for review.

Ald. Benner said as we continue to review the monthly budget reports we are always over budget with our overtime due to employee injuries, FMLA requests, back-filling for training, etc. He doesn't feel reducing staffing will help our budget as it will cause more overtime monies to be used and it will also decrease morale. He is in favor of replacing these two vacancies.

Ald. Kunz said he has many questions regarding staffing but feels a discussion on how we staff our stations can be discussed at a different time. He felt with all of the different things we have going on there are many things that make us have overtime. He feels we can manage training, overtime, and other things that we do better and it can be discussed at a different time. Chief Auxier said when there are circumstances that cause the overtime to increase he will continue to bring this information to the Committee (i.e. work comp injuries, FMLA, etc.). He noted we continue to do our best to manage our overall budget.

Ald. Benner said these are existing position that we are looking to fill. They are already budgeted and we've already determined the need to fill them and not doing so will create more hardships. He supported filling the positions. Ald. Englebert said there is no reason to not recommend this as we have the right complementary of people for the Department and they are already existing positions.

Chief Auxier said the candidates coming through the process are highly trained and feels because of the training they will bring with them we will not need to have a lot of extra training with them. They will be hired before vacations start.

**MSC Bates/Englebert recommends the City of Neenah and City of Menasha Common Councils authorize hiring two firefighters after January 1, 2015 subject to the departure or retirement of two existing employees with Neenah-Menasha Fire Rescue**

Ald. Kunz said he agrees filling these positions. The comments Chief Auxier made regarding the Mayors meeting to discuss what the proper staffing is for our Department is something he feels the Committee should discuss with the Department. He would like the Department to explain how we staff each station, why we staff this way, why we have overtime and these things should be looked at by the Committee at a different place and time.

**Motion carried, all voting aye.**

Consideration and Action to Purchase 11 Dive Masks with Communication Equipment from Green Bay SCUBA, LLC: The Committee reviewed the information regarding the purchasing of 11 new dive masks. Chief Auxier noted our current dive equipment was purchased through the \$100,000.00 fundraising money for the Dive Team. He encouraged everyone to come to our station and look at the equipment we have. He felt the purchase of the new masks will increase safety and hygiene for the divers. He said the masks tend to freeze up during ice dives which decreases the time the divers have for training and also decreases the time under water if this was for a call. Ald. Taylor said he was glad to see the communication microphones as part of the masks. He asked how far you can hear the communications. Chief Auxier deferred this answer to Chris Ederer who has taken over a lot of the dive team equipment ordering and training. Chris Ederer explained this is a hard line on an 11mm rope and runs through a 200 ft rope. This goes from the diver to shore and allows the communication between the diver and the tender. Chief Auxier commended Chris Ederer for his efforts in putting together this pricing. He noted one of the reasons to bring this forward was due to an upcoming one-day only sale where you can purchase one and get one half price. During Chris' efforts to obtain pricing he found a local dealer who was willing to match the pricing of this one day sale. Ald. Bates asked if we can use the current masks as a backup. Chief Auxier said there are 15 divers and this purchase would allow all of the current divers to have their own masks and there wouldn't be any back-up masks. However, there are enough divers on each shift that are available to finish the dive if a diver had a mask freeze during a call. Chris Ederer further explained each air tank has around 30 minutes of air so the diver does have to come out after that. If there are extreme cold conditions they will come out of the water sooner and the next diver would go into the water. Ald. Kunz asked which year's budget this purchase would be made from. Chief Auxier said it would be a purchased in January 2015 with approved \$20,000 budget line item. Ald. Benner said when this started this was done by donations and fundraising and asked if we are continue to do this. Chief Auxier said we are always looking for grants and other ways to fund this line item. There are no active fundraising efforts going on at this time.

Ald. Benner said this service brings value to what we do but he feels we should continue to try to raise money outside of the current budget as this is what we said we would do when we brought the need forward. Chief Auxier said if there are opportunities for fundraisers they we will participate in these. Ald. Kunz asked if the Winnebago County Sheriff's Department would fund any additional equipment for us since they already provide the boat for us to use. Chief Auxier said he has talked to Sheriff Matz about this and was told there is not money available within his current budget. Sheriff Matz also works with other agencies that provide water and/or dive services within the county and if he funded something for us he would have to do this for the other departments. Chief Auxier said we are fortunate for them to have the ability to provide us the boats to use and pay for the maintenance and service.

Ald. Kunz asked if we are expected to dive in other areas. Chief Auxier said we are expected to cover our area and under the current Winnebago County Mutual Aid Agreement, we can be called to help other areas. Oshkosh Fire Department does back us up with dives and we also help them when they have calls. Ald. Kunz feels Winnebago County is getting more service for the money they provided than what they should. Chief Auxier said the intent of the dive team was to help people and to make a difference. We've been able to make a difference with calls in the past couple of years.

Ald. Taylor said he reviewed the map of the area we are expected to cover. He said Menasha and Neenah has half of the water front and the Town of Menasha has the other half. He feels we should ask the Town of Menasha to contribute to the service we are providing for them. Chief Auxier said he can ask Chief Kiesow if they are willing to make a contribution to our dive team budget due to the area we

are covering. **MSC Bates/Benner recommends the City of Neenah and City of Menasha Common Councils approve the purchase in January 2015 of eleven (11) OTS Guardian Full Face Masks with the EM-OTS2 Communication Microphones and Earphones for \$795 per unit for a total of \$8,745.00 plus \$55.00 shipping for a grand total of \$8,800.00, all voting aye.**

2015 Meeting Dates: The 2015 meeting dates were attached as informational items.

**MSC Englebert/Benner to adjourn at 6:35 p.m., all voting aye.**

Respectfully Submitted,

Al Auxier  
Chief

AA/tt

# NEENAH-MENASHA SEWERAGE COMMISSION

## Public Hearing & Regular Meeting

Tuesday September 23, 2014

Meeting was called to order by Commission President Youngquist at 8:00 a.m.

**Present:** Commissioners Mike Sambs, Raymond Zielinski, Tim Hamblin, Kathy Bauer, Steve Coburn, Dale Youngquist; Attorney John Thiel; Manager Randall Much, Accountant Roger Voigt.

**Excused:** Commissioner Jim Gunz.

**Also Present:** Chad Olsen, Tom Kispert (McMAHON); Rob Franck, Paul Much (MCO); Brian Nieckula (Atlas Copco).

Motion by Commissioner Zielinski second by Commissioner Hamblin to open the Public Hearing.

There was no one in attendance from the public to comment on the proposed 2015 budget. Accountant Voigt informed the Commission the proposed budget includes the changes requested at the August 26 Regular Meeting. Since the last meeting, additional information was obtained from various equipment technicians and based on the discussions with them, the budget amounts for two maintenance accounts could be reduced; Account 561.0 – Pre-Primary Treatment could be reduced \$2,000, and Account 563.0 – Secondary Treatment could be reduced \$4,000. It is also recommended to include a line item under Equipment Replacement to show the replacement of two MAG Meters for \$16,000 at the Waverly metering station. Commissioner Coburn questioned if a note should be added in the budget indicating upcoming costs associated with phosphorus removal. Accountant Voigt indicated we could add this as an additional note on Page i in the budget. After discussion, motion by Commissioner Coburn second by Commissioner Zielinski to close the Public Hearing. Motion carried unanimously.

Public Forum. No one in attendance for public forum.

August 26, 2014 Meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Sambs to approve the minutes from the August 26, 2014 Regular Meeting. Motion carried unanimously.

Davis & Kuelthau S.C. request. Attorney Thiel discussed the annual request from Davis & Kuelthau to cover the cost of outstanding bills not paid by the insurance companies. The current balance owed is \$22,354.60; this is less than what has been requested in the past. The City Attorneys from Neenah and Menasha have been contacted; Neenah has agreed to reimburse 1/2 of the cost. Attorney Thiel is still waiting for a response from Menasha. Attorney Thiel further explained the large expense items that make up the majority of the unpaid \$22,354.60. If any insurance company's proceeds are received towards these outstanding amounts, the money would be returned to the Commission which would then be returned to the Cities. Commissioner Zielinski questioned if this is the final bill from Davis & Kuelthau; Attorney Thiel said no, we are still waiting for a court of appeal decision. After discussion, motion by Commissioner Zielinski second by Commissioner Coburn to approve the payment of \$22,354.60 to Davis & Kuelthau S.C. by September 30. Motion carried unanimously.

Attorney Thiel was excused from the meeting at 8:18 am.

### **Correspondence**

The following correspondence was discussed:

August 27, 2014 letter from Amy Vaclavik, McMahon Associates to Maureen Hubeler, DNR.  
RE: Request to make funding payments up to 98% of funding amount.

September 5, 2014 letter from Robin Schmidt, DNR to Dale Youngquist, NMSC.  
RE: DNR approval to retain only 2% of the Financial Assistance Agreement until close-out requirements are met.

August 28, 2014 letter from Robert Hannes, DNR to Dale Youngquist, NMSC.  
RE: DNR approval of Change Orders #44 and #45.

September 3, 2014 letter from Aaron Heintz, Wisconsin DOA to Kathy Bauer, NMSC.  
RE: Audit confirmation letter of Clean Water Funds distributed to NMSC as of June 30, 2014.

August 25, 2014 email from Keith Marquardt, DNR to Dale Youngquist, NMSC.  
RE: Notice of meeting on 9/17 for development of Upper Fox and Wolf TMDL.

President Youngquist indicated he questioned Manager Much about attending; Manager Much added this meeting is for developing the TMDL for Lake Winnebago and upstream. Chad Olsen reported he attended and reported this may have a benefit in changing the calculation in the TMDL for us due to the phosphorus levels coming from Lake Winnebago and upstream.

August 28, 2014 letter from Richard Sachs, DNR to Dale Youngquist, NMSC.  
RE: Demonstration of need required to transfer phosphorus wasteload allocation from Menasha Steam Plant to the NMSC.

September 8, 2014 email from Richard Sachs, DNR to Dale Youngquist, NMSC.  
RE: Hold off on providing demonstration of need for WLA transfer for phosphorus.

Manager Much provided further explanation of the wasteload allocation process.

### **Old Business**

There is no Old Business to be discussed.

### **New Business**

#### **Operations, Engineering, Planning**

HSI Blower Status Update. Brian Nieckula, Atlas Copco Regional Municipal Sales Manager discussed the update on the HSI Blowers. Drive #6 VFD replaced, it is still having faults. Unit #2 fan came loose and nicked up the fins. Unit #4 will be sent in for bearing replacement when Unit #6 is repaired and returned. Unit #4 had a surge shutdown on Sunday; the technician thinks it is a control issue. Unit #6 core was pulled and will be ready to ship October 2 or 3. October 6 Unit #6 should be here and installed, then Unit #4 will be taken offline and shipped for repair. By

October 20, Unit #4 should be returned. October 23 is the target date to be complete with the unit repairs. Tom Kispert questioned Rob Franck as to how many blowers can we use today; 4 or 5 are available, we do experience intermittent alarms. Unit #6 has been out of commission for 3-months. President Youngquist questioned why is it taking so long to get Unit #6 sent in for service; Brian said he is not able to answer why, the technician has only been here 4-days this past month; they are waiting for answers from Houston. Manager Much reported on a new problem recently discovered; one aeration tank is having problems getting air into the tank, it appears there may be an obstruction in the pipe; August Winter has been notified. President Youngquist questioned the comment made last month by Jon Myers about providing a letter of credit to help with closing the loan; Tom Kispert responded he is not sure how this would be a benefit to help in finalizing the loan. Commissioner Coburn questioned if we are still experiencing 2-3 faults per week; we are still having faults, the last fault was a surge fault on Sunday evening. Brian further explained how the equipment works and how the surge fault is created; he feels it is a control programming issue.

Phosphorus Removal – Chad Olsen reported there are agreements with looking at trading options with Neenah-Menasha and Grand Chute Menasha West; SCA and Neenah Paper are still possible. Clearwater Paper said no. Chad offered to attend a meeting at Sanitary District 2 to discuss the phosphorus issues. Commissioner Coburn thanked him for the offer.

Chad Olsen discussed the McMahon agreement to evaluate phosphorus analyzers and to prepare the specifications for obtaining quotes. After discussion, motion by Commissioner Zielinski second by Commissioner Coburn to approve the agreement with McMahon Associates for the evaluation of phosphorus analyzers at a cost of \$2,500. Motion carried unanimously.

Construction Progress Update. Tom Kispert reviewed his memo to the Commission. The punchlist is down to one item; a gate stem needs to be replaced with a new stem having more threads. This item is scheduled to be completed by September 30.

Tom Kispert discussed Certificate for Payment #19 with August Winter & Sons, Inc. in the amount of \$27,477.33. This will leave the 2.5% of retainage as the remaining funds to be paid. President Youngquist questioned holding on to any of this retainage as leverage for future issues; Tom discussed and explained the process, payments to be made, and the performance bond. President Youngquist requested Manager Much and Tom Kispert to come up with a recommendation at the next meeting. After discussion, motion by Commissioner Coburn second by Commissioner Zielinski to approve for payment Certificate for Payment #19 with August Winter & Sons, Inc. in the amount of \$27,477.33. Motion carried unanimously.

Tom Kispert discussed change order #46 for plant modifications time extension to September 30, 2014. After further discussion, motion by Commissioner Zielinski, second by Commissioner Hamblin to approve change order #46 for a contract time extension to September 30, 2014 with August Winter & Sons, Inc. for plant modifications. Motion carried unanimously.

Tom Kispert reported on future items: polymer system upgrade, and the centrifuge needs to have performance testing done on our final sludge product. For project close-out, the DNR reviewed the payroll records on September 16 and also performed a final site visit; there is also a certification check list to be completed once the review of the operations manual is complete.

Tom Kispert discussed the Engineer's Report for remote site monitoring. Commission monitoring sites were looked at that record flow data used by the Commission and to have them able to send data here to the treatment plant and into the SCADA system. This would allow recording of maximum flows during the day. Manager Much discussed replacing the current data management software with software that will communicate with the SCADA system. McMahon and MCO staff has been looking at systems and will have the cost for replacing the software at the next meeting. Manager Much also reported the 9<sup>th</sup> Street metering station was to be included in the cost of the SCADA for installing the remote communication system and it was not. Tom Kispert acknowledged the scope and fee were not part of the current agreement for the SCADA system. After discussion, motion by Commissioner Coburn second by Commissioner Samsb for McMahon Associates to report back to the Commission with quotes for the remote flow monitoring and data management software to communicate with the SCADA system. Motion carried unanimously.

President Youngquist requested to have a plant tour added to the agenda for the next meeting to allow the Commissioners a chance to see the changes made since the last plant tour.

Tom Kispert reported Sanitaire came on site to perform the inspections on the aeration system per the extended warranty. The centrifuges need to have performance testing completed using sludge from the operational digesters. This may be complete by the next meeting.

Motion by Commissioner Zielinski, second by Commissioner Hamblin to approve for payment McMahon invoices #49715, #49716, #49717, and #49718 related to the Construction Project in the amounts of \$6,000.00, \$6,259.69, \$1,100.00, and \$664.00. Motion carried unanimously.

Manager Much discussed the Operating Report for the month of August 2014. The plant is operating well; mercury testing indicates the levels have remained low. Manager Much expressed his concerns with the loadings the past several months; BOD and suspended solids loadings from Sonoco have increased, the Menasha loadings have decreased. Manager Much reminded the Commission the contract with Sonoco ends in 2015 and the Commission needs to make a decision if they are to keep or not keep Sonoco as a contract user; the Commission should give Sonoco and Menasha advanced notice of the Commission intent. We also need Menasha to provide feedback on metering station changes they would like to see made. Commissioners discussed having Attorney Thiel and Commissioner Gunz discuss Sonoco as a contract user and to have Attorney Thiel discuss this with Menasha Attorney Pam Captain. Manager Much reported the staff has been working on the digesters to get them up to the proper temperatures. After discussion, motion by Commissioner Hamblin, second by Commissioner Zielinski to accept the Operating Report for the month of August 2014. Motion carried unanimously.

#### Budget, Finance, Personnel

Proposed NMSC 2015 Budget. Motion by Commission Zielinski, second by Commissioner Coburn to approved the proposed NMSC 2015 Budget with a reduction made to Account #561.0 of \$2,000; a reduction to Account #563.0 of \$4,000; a notation to be included in the Budget informing of upcoming unknown phosphorus costs; and a line item inclusion of MAG Meter replacement under the Equipment Replacement, all items as discussed during the Public Hearing. Motion carried unanimously.

Accountant Voigt discussed the financial statements and the cash & investment report for the month of August 2014. The Operations are now reporting a net income due to the couple of months of increased loadings. MCO generated \$4,300 in revenues to the Commission during the month of August. After discussion, motion by Commissioner Sambas, second by Commissioner Coburn to accept the Accountant's Report for the month of August 2014. Motion carried unanimously.

Motion by Commissioner Hamblin, second by Commissioner Zielinski to approve for payment MCO invoices #18570 and #18608 in the amounts of \$121,833.18 and \$447.90 with payment to be made after October 1, 2014. Motion carried unanimously.

Motion by Commissioner Zielinski, second by Commissioner Hamblin to approve Operating and Payroll Vouchers #134575 through #134621 in the amount of \$285,997.60 and Construction Vouchers #240 and #241 in the amount of \$79,708.32 for the month of August 2014. Motion carried unanimously.

Motion made by Commissioner Hamblin, seconded by Commissioner Zielinski to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 9:52 a.m.

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President

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Secretary



**CITY OF MENASHA**  
**Redevelopment Authority**  
**Council Chambers, 3<sup>rd</sup> Floor, City Hall – 140 Main Street**  
**December 9, 2014**  
**DRAFT MINUTES**

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**A. CALL TO ORDER**

The meeting was called to order at 5:02 PM by Chairman Kim Vanderhyden.

**B. ROLL CALL/EXCUSED ABSENCES**

REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Ald. Jim Englebert, Chairman Kim Vanderhyden, Tim Caudill, Bob Stevens, and Gail Popp.

REDEVELOPMENT AUTHORITY MEMBERS EXCUSED: Linda Kennedy and Kip Golden.

OTHERS PRESENT: CDD Keil and CA Captain.

**C. MINTUES TO APPROVE**

1. **Minutes of the September 22, 2014 Redevelopment Authority Meeting**

Motion by Ald. Englebert, seconded by Gail Popp to approve the September 22, 2014 Redevelopment Authority meeting minutes.

The motion carried 5-0.

**D. PUBLIC COMMENT ON ANY ITEM OF CONCERN ON THIS AGENDA**

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

No one spoke.

**E. COMMUNICATIONS**

1. None.

**F. DISCUSSION ITEMS**

1. **RR Donnelley Terms for Purchase**

CDD Keil reported that he and Attorney Captain had met with outside legal council to discuss basic terms and a process for presenting an offer to RR Donnelley for its Anhaip Street property. A face to face meeting is being sought with Donnelley representatives to discuss how environmental, site acquisition and demolition may be handled.

Commissioners discussed timing of the acquisition process and financing considerations.

**G. ACTION ITEMS**

1. **Amendment to Land Purchase and Development Agreement – Cypress Homes & Realty, Inc**

CDD Keil reported that he and Chairman Vanderhyden had met with Mike Blank from Cypress Homes and Realty to discuss additional lot purchases and home construction by Cypress in the Lake Park Villas Phase 2 Homeowners Association (HOA). Cypress is requesting that the incentive payment due from the City of Menasha for the Cottages at Lake Park development be accelerated to facilitate the purchase of additional lots in the Phase 2 HOA. This will require another amendment to the 2011 development agreement among the city and Cypress as well as the execution of a second land purchase and development agreement among the city and RDA.

CA Captain reviewed the terms of the agreement and noted that the \$75,000.00 incentive payment

has already been earned by Cypress under the 2011 agreement, but the payment is being accelerated from the 2018 final payout date. The second agreement with the RDA commits the RDA to sell and Cypress to buy three lots in the Phase 2 HOA in 2015 and commits Cypress to build a second model home upon the sale of the existing model.

Commissioners discussed potential risks to the city and RDA and the past positive performance of Cypress in the Cottages at Lake Park and other developments.

Motion by Ald. Englebert, seconded by Kim Vanderhyden to approve the Second Amendment to the Land Purchase and Development Agreement By and Between The Redevelopment Authority of the City of Menasha and Cypress Homes and Reality, Inc.

The motion carried.

#### **G. ADJOURNMENT**

Motion by Kim Vanderhyden, seconded by Gail Popp to adjourn at 5:38 p.m.

The motion carried 5-0.

*Minutes respectfully submitted by CDD Greg Keil.*

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

November 19, 2014

**Draft**

Commission Vice-President Roush called the Regular Meeting of the Water and Light Commission to order at 8:10 a.m., with Commissioners Roy Kordus and Dan Zelinski present on roll call. Also present were Melanie Krause, General Manager; Kristin Hubertus, Business Operations Accountant; John Teale, Technical Services Engineer, Scott Maurer, Water Maintenance Foreman; and Don Voogt of McMahon.

Those excused were Commissioner President Allwardt, Commissioner Merkes, Steve Grenell, Project Engineer; Tim Gosz, Water Plant Supervisor; and Paula Maurer, Customer Services Manager.

Item II. No one from the Gallery was heard on any topic of public concern to the Utility.

With the presence of Don Voogt from McMahon, New Business Items A & B, and Unfinished Business Item A, were advanced for discussion.

Item VII. New Business, 2015 Health Insurance Proposals – General Manager Krause discussed the health insurance proposals for 2015. Included were the employer HSA contribution amounts and cash option in lieu of health insurance.

The motion by Comm. Kordus, seconded by Comm. Zelinski was unanimously approved to contract with United Health Care with a \$1,500 single/\$3,000 family deductible, and to set the employer HSA contribution amount and cash option in lieu of health insurance the same as 2014.

Professional Services Agreement for Mains 2015 – Agreement No. M0032-95002, from McMahon, is for professional services of a water main replacement project. Scope of services includes plan review & permitting, bidding services, and construction administration services in the amount of \$13,800. The design of construction plans for the project will be done in house.

The motion by Comm. Zelinski, seconded by Comm. Kordus was unanimously approved to accept the agreement for professional services from McMahon for the Main Replacement project on Manitowoc, Lincoln, Ida, Broad, Seventh, and Water Street, in the amount of \$13,800.

Item VI. Unfinished Business, Change Order #1, J.F. Ahern – Change order # 1 for the Low Lift Pump Replacement & Raw Water Piping request for reimbursement of costs associated with obtaining a building permit is still under discussion with the City of Menasha. No action was taken by the Commission.

Don Voogt departed at 8:30 a.m.

Item III. Motion made by Comm. Roush, seconded by Comm. Zelinski, was unanimous on roll call to approve the following:

- A. Minutes of the Special Meeting of October 15, 2014
- B. Minutes of the Regular Meeting of October 22, 2014
- C. Approve and warrant payments summarized by checks dated October 30 & November 6-19, 2014, which includes Net Payroll Voucher Checks, Void O & M Checks #047148-047151, and Operation and Maintenance Voucher Checks for a total of \$670,209.41, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
- D. Correspondence as listed:
  - Copy of Menasha Utilities Newsletter dated November 2014.
  - Copy of *Lives Lines* article dated November 3, 2014 RE: Time Warner/Charter complaint against Oconomowoc Utilities.

The *Lives Lines* article dated November 3 regarding Time Warner/Charter complaint against Oconomowoc Utilities was discussed. Implications of the outcome could affect Menasha Utilities along with other Utilities.

Item IV. Claims Against The Utility – there were no claims discussed at this meeting.

Item V. Purchase Orders over \$10,000.00 issued since the last Commission meeting were presented for informational purposes.

Unfinished Business, Electric Utility Benchmark Report – WPPI annual electric benchmarking reports for 2013 were supplied for comparison of purchased power costs, system load factors, distribution loss, O&M expense and total power supply expense of surrounding utilities.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The October report was discussed. Total materials collected from the six recycling events held at Menasha Utilities were included in this month's report.

October Financial and Project Status Reports – Electric work orders have begun to be closed out for the year. Cash reserves are higher than budget mainly due to delayed and unfinished projects that will be transferred to 2015.

Water work orders for large maintenance projects have been closed for the year which is reflected in the net operating income. Water consumption for Residential customer was down 8% while Commercial customers were up by 8%, compared to budget. System losses are below Menasha Utilities target of 8%, and significantly lower than the 15% PSC benchmark.

Water Maintenance Foreman, Maurer reported on staff collaboration with the City on future street repair plans.

The Steam Utility close-out journal entries have started. The Utility is expected to be completely closed in December.

After discussion, the Commission accepted the October Financial and Project Status Reports as presented.

Project Reports, Water Plant Projects – The Low Lift project is proceeding as planned.

Metering Practice & Plan – Chapman has tested an additional 27 meters.

Item IX. No one from the Gallery was heard on any topic of public concern to the Utility.

Item X. The motion by Comm. Zelinski, seconded by Comm. Roush, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (e), of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and (f) of the Wisconsin Statutes for the purpose of considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.  
RE: Delinquent Accounts

By: JOANNE ROUSH  
Vice-President

ROY KORDUS  
Secretary

NOTE: THESE MINUTES ARE NOT TO BE CONSIDERED OFFICIAL UNTIL ACTED UPON AT THE NEXT REGULAR MEETING, THEREFORE, ARE SUBJECT TO REVISION.



MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, RDH, MS, Public Health Director

Date: December 15, 2014

RE: Correspondence: Menasha Health Department Staff Approved for Training at the Federal Emergency Management Agency, US Dept. of Homeland Security, Center for Domestic Preparedness

The Center for Domestic Preparedness mission is to train emergency response providers from state, local, and tribal governments, as well as the Federal government, foreign governments, and private entities, as available. The scope of training includes preparedness, protection, and response. Training is held in Anniston, Alabama.

Three health department staff volunteered to apply for the training. We received news that all three staff members (Loretta Kjemhus, RDH, Vicki Schultz, PHN and Kortney Dahm, PHN) are approved to attend a week-long session from March 15-21, 2015. Staff members who are not attending the training have agreed to provide coverage for them during their absence. All expenses will be paid by Federal Emergency Management Agency, US Dept. of Homeland Security, Center for Domestic Preparedness.

Loretta Kjemhus and Vicki Schulz currently lead City of Menasha Health Department Public Health Preparedness Program. We are pleased to send three staff for the following reasons:

- 1) We need to continuously engage in succession planning.
- 2) We need to build emergency preparedness and response capacity. MHD needs to be three-deep in emergency preparedness and response.
- 3) This actively promotes professional development of staff.

Courses include:

**Healthcare Leadership for Mass Casualty Incidents  
(HCL) 32 hours**

Exercise-based course taught in the nation's only hospital training facility and designed to assist healthcare professionals in generating appropriate decisions in response to a mass-casualty Incident.

**Hospital Emergency Response Training for Mass Casualty Incidents (HERT)  
24 hours**

Prepares healthcare personnel to conduct a safe and effective emergency medical response to a mass-casualty incident.



11 December 2014

Mr. Aaron Zemlock  
Menasha Police Benevolent Association  
430 First Street  
Menasha, Wisconsin 54952

Dear Aaron,

The ascent of our Menasha BlueJay Football team to the height of level 2 State Champions has brought the community together in a spectacular way. Having the support of our local police officers means a lot to the team, coaches, and the community.

We are all very proud of the team's fans. Seeing our police officers at the parades and rallies and the squads leading our team off to state and back home shows your commitment to the community in which you work. We are all part of the community, seeing police, fire, public works, and local businesses work together for our athletes was a gratifying experience.

I'd also like to thank you for your participation in purchasing the championship banner for the Racine Street corridor along with myself, Menasha Utilities, and Neenah-Menasha Fire Rescue Local 275.

With all the great things happening in the community I'm confident that you'll continue to play an important role in keeping that BlueJay spirit going year round.

Sincerely,

Donald Merkes  
Mayor, City of Menasha



11 December 2014

Mr. Jamie Leonard  
International Association of Firefighters Local 275  
125 East Columbian Ave  
Neenah, Wisconsin 54956

Dear Jamie,

The ascent of our Menasha BlueJay Football team to the height of level 2 State Champions has brought the community together in a spectacular way. Having the support of our local firefighters means a lot to the team, coaches, and the community.

We are all very proud of the team's fans. Seeing our firefighters at the parades and rallies and the trucks leading our team off to state and back home shows your commitment to the community in which you work. We are all part of the community, seeing police, fire, public works, and local businesses work together for our athletes was a gratifying experience.

I'd also like to thank you for your participation in purchasing the championship banner for the Racine Street corridor along with myself, Menasha Utilities, and the Menasha Police Benevolent Association.

With all the great things happening in the community I'm confident that you'll continue to play an important role in keeping that BlueJay spirit going year round.

Sincerely,

Donald Merkes  
Mayor, City of Menasha



11 December 2014

Ms. Melanie Krause  
Menasha Utilites  
321 Milwaukee Street  
Menasha, Wisconsin 54952

Dear Melanie,

The ascent of our Menasha BlueJay Football team to the height of level 2 State Champions has brought the community together in a spectacular way. Having the support of our local utility means a lot to the team, coaches, and the community.

We are all very proud of the team's fans. Seeing our police, fire, public works, and local businesses work together for our athletes was a gratifying experience.

I'd also like to thank you for your participation in purchasing the championship banner for the Racine Street corridor along with myself, Menasha Police Benevolent Association, and Neenah-Menasha Fire Rescue Local 275.

With all the great things happening in the community I'm confident that you'll continue to play an important role in keeping that BlueJay spirit going year round.

Sincerely,

Donald Merkes  
Mayor, City of Menasha

CITY OF MENASHA  
COMMON COUNCIL  
Third Floor Council Chambers  
140 Main Street, Menasha  
Monday, December 1, 2014  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Langdon, Keehan, Zelinski, Englebort, Benner, Nichols, Taylor, Sevenich  
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil,  
ASD Steeno, PRD Tungate, PHD McKenney, LD Lenz, Clerk Galeazzi

D. PUBLIC HEARING

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

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

Connie and Roger Kanitz, 516 Riverway, Menasha. Encourage more recycling pickups in the City.

Kathy Thunes, 2392 Trumpeter Swan Lane, Menasha. Encourage more recycling pickups in the City.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

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

Minutes to receive:

- a. [Board of Health, 10/08/14.](#)
- b. [Board of Public Works, 11/17/14.](#)
- c. [Committee on Aging, 10/09/14.](#)
- d. [Neenah-Menasha Sewerage Commission, 10/28/14.](#)
- e. [Personnel Committee, 11/17/14.](#)
- f. [Plan Commission, 11/18/14.](#)

Communications:

- g. [Mayor Merkes to The Common Council, 11/26/14; Website Renovation Update.](#)
- h. [ASD Steeno to Mayor Merkes, 11/24/14; Website Renovation Recommendation.](#)
- i. [CA/HRD Captain to Town Board, Town of Harrison, 11/25/14; Intermunicipal Agreement dated October 28, 1999 and Recent Village of Harrison Annexations.](#)
- j. [Dale Youngquist, Neenah-Menasha Sewerage Commission, to DPW Radtke, 9/23/14; Flow Monitoring & Sampling Stations and Sonoco Contracted User Status.](#)
- k. [Menasha Historical Society News, December 2014.](#)
- l. [League of Wisconsin Municipalities, Capitol Buzz, November 20, 2014; State's Financial Condition.](#)
- m. [Fox Cities Regional Partnership, Investor Relations Council Quarterly Update, Third Quarter 2014.](#)

Moved by Ald. Benner seconded by Ald. Langdon to receive Minutes and Communications A-M  
Motion carried on voice vote.

G. CONSENT AGENDA

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

Minutes to approve:

1. [Common Council, 11/17/14.](#)

Board of Public Works, 11/17/14 – Recommends the Approval of:

2. [Street Use Application for FirstEve, Wednesday, December 31, 2014, 10:30 pm – 12:30 am \(DIDC/Community Forward, Inc.\) contingent on all insurance requirements be met.](#)
3. [Payment – MCC, Inc.; Contract Unit No. 2014-02; Street Reconstruction – London Street, Lakecrest Drive, Sunset Drive, Emily Street, Ninth Street, DePere Street, Parkview Place; \\$308,225.57 \(Payment No. 3\)](#)

Personnel Committee, 11/17/14 – Recommends the Approval of:

4. A 1% salary increase for [City non-represented employees](#), excluding Library and Police Supervisory Lieutenants, effective 1/4/15.

Ald. Nichols requested to remove from Consent Agenda item 2, Street Use Application for FirstEve.

Moved by Ald. Benner seconded by Ald. Langdon to approve Consent Agenda items 1, 3, 4.

Motion carried on roll call 8-0.

#### H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Sevenich seconded by Ald. Langdon to approve Consent Agenda item 2, Street Use Application for FirstEve, Wednesday December 31, 2014, 10:30pm-12:30am (DIDC/Community Forward) contingent on all insurance requirement be met.

Ald. Nichols stated as President of DIDC she will abstain.

Ald. Taylor stated as President of Community Forward he will abstain.

CA/HRD Captain reported the insurance requirements have been met.

Motion carried on roll call 6-0. Ald. Nichols and Taylor abstained.

#### I. ACTION ITEMS

1. [Accounts payable and payroll for the term of 11/20/14 to 11/26/14 in the amount of \\$710,771.67.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve accounts payable and payroll.

Motion carried on roll call 8-0.

2. [Beverage Operators License Applications for the 2013-2015 licensing period.](#)

Moved by Ald. Nichols seconded by Ald. Keehan to approve beverage operator's license application as listed in memo dated 11/25/14.

Motion carried on roll call 8-0.

Kristin Schupp asked the Council to approve her beverage operator's license application. The Police Dept is recommending denial based on City policy of a habitual offender. Ms. Schupp explained the circumstances.

Fred Schroeder, owner of The Locker Room, spoke on Ms. Schupp work ethic.

General discussion on type and circumstances of citations issued to Ms. Schupp.

Moved by Ald. Taylor, seconded by Ald. Langdon to approve beverage operator's license application for Kristin Schupp.

Motion carried on roll call 5-4.

Ald. Taylor, Sevenich, Langdon, Englebert, Mayor Merkes voted yes.

Ald. Nichols, Keehan, Zelinski, Benner voted no.

3. [Land swap among WLS Investments and the City of Menasha \(Menasha Conservancy\).](#)

CDD Keil explained the parcels involved and the request for the swap. CA/HRD Captain stated she received a notice from the attorneys for WLS Investments they are claiming adverse possession of a parcel within the conservancy.

Moved by Ald. Englebert seconded by Ald. Keehan to approve the land transfer within Menasha Conservancy property boundaries as set forth in 11/14/2014 DNR memo and direct and authorize staff to proceed with the conditions set forth in the DNR memo.

General discussion ensued on the parcels, use of the parcels, requirements of DNR.

Motion carried on roll call 8-0.

4. [Street Use Application – Menasha Football Parade; Friday, December 5; 5:00PM – 6:00 PM \(Menasha High School\)](#)

Moved by Ald. Sevenich seconded by Ald. Langdon to approve Street Use Application for Menasha Football Parade, Friday December 5, 2014, 5:00-6:00pm (Menasha High School)  
Motion carried on roll call 8-0.

J. ORDINANCES AND RESOLUTIONS

K. APPOINTMENTS

L. HELD OVER BUSINESS

1. Budget Review Sessions, [11/05/14](#), [11/06/14](#), [11/10/14](#), [11/12/14](#).

Moved by Ald. Taylor seconded by Ald. Sevenich to table Budget Review Sessions minutes.

Motion carried on roll call 5-3.

Ald. Taylor, Sevenich, Langdon, Keehan, Zelinski voted yes.

Ald. Nichols, Englebert, Benner voted no.

M. CLAIMS AGAINST THE CITY

N. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke

O. RECESS TO ADMINISTRATION COMMITTEE AND BOARD OF PUBLIC WORKS

Moved by Ald. Benner seconded by Ald. Langdon to recess at 7:00 p.m.

Motion carried on voice vote.

Reconvened at 7:40 p.m.

P. ACTION ITEMS

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

Motion carried on roll call 8-0.

1. Workers Compensation Case #2014-004297.

2. Intermunicipal Agreement dated October 28, 1999, between City of Menasha, Town of Harrison and Waverly Sanitary District and Village of Harrison November 11, 2014 annexations.

3. City of Menasha vs. Waverly Sanitary District et al. Circuit Court Case Number 2013CV00189.

Appellate case number 2014AP001576.

Moved by Ald. Sevenich seconded by Ald. Langdon to reconvene into open session to take action on closed session item 2. Wis. Stat. 19.85(2).

Motion carried on voice vote.

Moved by Ald. Keehan seconded by Ald. Benner to authorize City Attorney to challenge annexation of Smarzinski and Bodway properties by Village of Harrison including filing law suit.

Motion carried on roll call 8-0.

Q. ADJOURNMENT

Moved by Ald. Nichols seconded by Ald. Langdon to adjourn at 8:45 p.m.

Motion carried on voice vote.

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

CITY OF MENASHA  
Special Common Council  
Third Floor Council Chambers  
140 Main Street, Menasha  
December 8, 2014  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Mayor Merkes at 5:00 p.m.

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Keehan, Zelinski, Englebert, Benner, Nichols, Taylor, Sevenich, Langdon

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, ASD Steeno, Clerk Galeazzi, Mark Brown (Associated Appraisal)

D. PUBLIC COMMENTS ON ANY MATTER LISTED ON THE AGENDA

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

No one spoke.

E. DISCUSSION/ACTION ITEMS

1. 2014 Tax Rate Details

ASD Steeno handed out charts on the tax levy comparison and rates for 2014. She explained how values are set in the two counties, Winnebago & Calumet. She also provided a sample of a letter that will be included in the tax bill to Calumet County property owners.

Mark Brown from Associated Appraisal explained equalized values for each county. In 2013 the equalized value for Calumet County was underreported to Department of Revenue. The Department of Revenue made a correction in the 2014 values. Because of the underreporting the tax rates in 2013 were lower for Calumet County properties and higher for Winnebago County properties. For 2014 the tax rates in Calumet County will be increased to correct the underreporting. The correction amount for 2013 that was added to the 2014 values will be removed in 2015.

General discussion ensued on the process of reporting to Department of Revenue, how to explain situation to tax payers, how to prevent this situation in the future.

F. ADJOURNMENT

Moved by Ald. Benner seconded by Ald. Sevenich to adjourn at 5:40 p.m.

Motion carried on voice vote.

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



## MEMORANDUM

Date: November 26, 2014

To: Administration Committee

From: Pamela A. Captain, City Attorney

RE: Underground Storage Tanks (UST) Insurance (RENEWAL)

We are looking for approval to renew the City's UST insurance coverage. You may recall that according to federal regulations cities must demonstrate financial ability for cleanup costs in the case of a leak. In the past the City of Menasha relied on its bond rating to demonstrate financial ability. We are not able to rely upon our bond rating at this time. Over the past few years the Administration Committee recommended and the Common Council approved taking out UST insurance in order to be compliant with federal regulations.

If anyone is interested in reviewing the complete proposal it is available in the City's clerk office.

### **SAMPLE MOTION:**

To approve the renewal quotation for UST insurance of ACE American Insurance Co. for 1 year in the amount of \$4,248.



October 24, 2014

Mr. Michael Brunn  
Human Resource Dept.  
City of Menasha  
140 Main Street  
Menasha, WI 54952

RE: UNDERGROUND STORAGE TANK POLICY #G24735497  
ACE AMERICAN INSURANCE COMPANY  
EXPIRATION DATE: DECEMBER 31, 2014

Dear Mr. Brunn:

We were advised by the carrier that the captioned policy is eligible for an automatic renewal effective December 31, 2014.. Attached is the renewal quotation issued by the incumbent carrier, ACE American Insurance Company for your review. Renewal quotation is based on expiring information.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named above, may not be an insured entity. This may include partnerships and joint ventures.
- The insurance carrier is ACE American Insurance Company.
- The A. M. Best rating is A++ XV. The A. M. Best Rating Summary is attached for your review.
- Renewal premium is \$4,248. A slight increased from expiring premium of \$3,880 due to the age of covered tanks.
- Commission to Gallagher is 15%.
- The premium is based upon expiring information and is not subject to audit.
- A renewal application is enclosed for your signature. Please review the renewal application and let us know if there are any changes to the information listed on this application.
- Covered Tanks are listed on page 4 of the renewal quote.
- Please refer to the policy for the Claims Reporting Requirements.

Gallagher is responsible for the placement of the following lines of coverage:

- Underground Storage Tanks coverage

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

In order to complete the renewal process, please return the following documents no later than **December 12<sup>th</sup>**:

1. Note any changes you desire to be made on the renewal application.
2. Signed & dated the Client Authorization To Bind AND the Renewal Application

We appreciate your renewal business and look forward to working with you in the coming year. Please contact me if you have any questions or required any clarifications. Thank you and have a great day.

Sincerely,  
  
Loann Le  
Account Executive

Enclosures

### Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name	Estimated Annual Premium	Comm % or Fee	Wholesaler, MGA or Intermediary % or Fee	AJG Owned? Yes or No
Underground Storage Tanks	ACE American Insurance Company	None	\$4,248.00	15%	None	N/A

Some carriers pay Gallagher supplemental or contingent commissions in addition to the policy commission. Contingent commissions are typically contingent upon performance factors such as growth, profit, volume or retention, while supplemental commissions are not. These supplemental or contingent commissions may range from less than 1% up to 10 % of the policy premium. Please refer to the [Contingent and Supplemental Commission Disclosure](#) or contact your Gallagher representative for additional information. Please refer to the carrier's quote attached for additional renewal information.

**GRANT AGREEMENT**

Between

**WINNEBAGO COUNTY**

and

**City of Menasha**

for

**Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas.**

This GRANT AGREEMENT is made and entered into this 1<sup>st</sup> day of January 2015 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

**WITNESSETH:**

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

**SECTION I: RESPONSIBILITIES OF GRANTEE**

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1<sup>st</sup> day of January 2015, and shall terminate as of the 31<sup>st</sup> day of December 2015.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2013-2015, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

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

3. **GRANTEE** agrees to obtain prior approval by written amendment from the **COUNTY** for funds covered under this GRANT AGREEMENT to be used for purposes other than those described in GRANT AGREEMENT.
4. **ASSIGNMENT – GRANTEE** shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior consent of the **COUNTY**.

## SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$25,741.00, payable in monthly payment upon receipt of invoice by GRANTEE to COUNTY for the purpose of providing Menasha Senior Center - Toward the salary of the Center's full time Administrative Coordinator and the Activity Coordinator to help run the Center operations providing many classes and educational activities for those age 50 and over, in the Menasha and surrounding areas.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2015. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2016.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

## SECTION III: AUDIT AND RECORD DISCLOSURES

1. Unless waived by the Agency and approved by the Wisconsin Department of Children and Families and/or Department of Health Services as applicable, the **Provider** shall submit an annual audit to **Purchaser**. The audit shall be performed in accordance with generally accepted auditing standards found under Wisconsin State Statute 46.036 (DHS) & 49.34. (4)(c) (DCF). Each **PROVIDER** must provide the **PURCHASER** with an **Agency-Wide, Annual Certified Financial and Compliance Audit** within 30 days of its receipt, but not later than 180 days after the completion of the calendar year. In addition, the **PROVIDER** agency is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. Financial and Compliance Audits vary by type of agency as shown below (Governmental / Non-Profit / For Profit) & by the source of the funding at the State level. DHS (Department of Health Services) follows the DHS Audit Guide, an appendix of the State Single Audit Guide; DCF (Department of Children & Families) follows the State Single Audit Guidelines & Provider Agency Audit Guide. Please note that the implementation of the Super-Circular/Omni-Circular/UGG Codified 2 CFR Part 200 will take place on December 26, 2014.

**PROVIDER** is responsible for consulting this source document for the most current audit guidelines via the following link: (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>).

2. **EXEMPT FROM AUDIT REQUIREMENT:** Total annual Grant dollar amount is less than \$25,000.00.

#### **SECTION IV: HOLD HARMLESS**

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

#### **SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION**

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

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

**GRANTEE** agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees And the amount of the state and/or federal funding received. The following internet website specifies the specific requirements: <http://www.dhs.wisconsin.gov/civilrights/>

**GRANTEE'S** that employee fifty (50) or more employees and has a total contracted dollar amount of \$50,000.00 or more throughout this time period agrees to complete a Civil Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

2. **GRANTEE** agrees that:

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

#### **SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS**

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

#### **SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS**

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

#### **SECTION VIII: GRANTEE'S LEGAL STATUS**

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.



**GRANT AGREEMENT**

Between

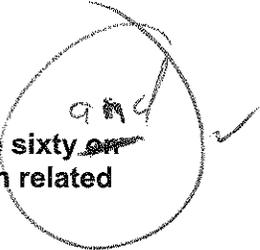
**WINNEBAGO COUNTY**

and

**City of Menasha**

for

**60 Plus Health and Wellness Program - Offers Winnebago County residents age ~~sixty or~~ over, various health screenings, health education, health counseling and health related consultations.**



This GRANT AGREEMENT is made and entered into this 1<sup>st</sup> day of January 2015 by and between WINNEBAGO COUNTY, hereinafter referred to as "**COUNTY**," whether a department, board or agency thereof and City of Menasha, 140 Main Street, Menasha WI 54952, hereinafter referred to as "**GRANTEE**".

**WITNESSETH:**

WHEREAS the COUNTY by its Human Services Department whose address is 220 Washington Avenue, Oshkosh, Wisconsin 54901 desires to provide financial grant assistance to **GRANTEE** for the purpose of providing 60 Plus Health and Wellness Program services in Winnebago County and WHEREAS the **GRANTEE** whose address is 140 Main Street, Menasha, WI 54952, is able and willing to provide such program services; NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the **COUNTY** and the **GRANTEE** do agree as follows:

**SECTION I: RESPONSIBILITIES OF GRANTEE**

1. **TERM** – The term of this GRANT AGREEMENT shall commence as of the 1<sup>st</sup> day of January 2015, and shall terminate as of the 31<sup>st</sup> day of December 2015.
2. **GRANTEE** agrees to use monies provided through this GRANT AGREEMENT to undertake the aforementioned service program as described in the Winnebago County's Plan for Services to the Elderly 2013-2015, to consumers of Winnebago County Department of Human Services, which is hereby incorporated by reference into this GRANT AGREEMENT.

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

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

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

## SECTION II: BUDGET AND PAYMENT PROCEDURES

1. **COUNTY** agrees to provide the **GRANTEE** with funding for the total amount of \$23,551.00, payable in monthly payment upon receipt of invoice by **GRANTEE** to **COUNTY** for the purpose of providing 60 Plus Health and Wellness Program - Offers Winnebago County residents age sixty on over, various health screenings, health education, health counseling and health related consultations.
2. **GRANTEE** may in no case obligate Federal, State, or County monies provided through this GRANT AGREEMENT beyond December 31, 2015. Obligated funds not actually expended by **GRANTEE** must be returned to the **COUNTY** within thirty (30) days following end of Grant period as specified herein.
3. **GRANTEE** agrees to provide **COUNTY** monthly fiscal reports **within ten (10) working days** of the end of each calendar month and to complete other reports as requested by **COUNTY**. **COUNTY** shall reimburse **GRANTEE** within ten (10) days of the report due date with payment based upon actual expenses report by **GRANTEE**. **GRANTEE** agrees to submit a final year-end report, if applicable, by February 18, 2016.
4. **GRANTEE** shall in accordance with the Department of Treasury Internal Revenue Service Tax Equity and Fiscal Responsibility Act of 1982 submit to the **COUNTY** the **GRANTEE'S** Taxpayer Identification Number and Certification by completing and signing the Form W-9. **COUNTY** will comply with the reporting provisions assigned by federal and state tax laws.

## SECTION III: AUDIT AND RECORD DISCLOSURES

2. Unless waived by the Agency and approved by the Wisconsin Department of Children and Families and/or Department of Health Services as applicable, the **Provider** shall submit an annual audit to **Purchaser**. The audit shall be performed in accordance with generally accepted auditing standards found under Wisconsin State Statute 46.036 (DHS) & 49.34. (4)(c) (DCF). Each **PROVIDER** must provide the **PURCHASER** with an **Agency-Wide, Annual Certified Financial and Compliance Audit** within 30 days of its receipt, but not later than 180 days after the completion of the calendar year. In addition, the **PROVIDER** agency is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. Financial and Compliance Audits vary by type of agency as shown below (Governmental / Non-Profit / For Profit) & by the source of the funding at the State level. DHS (Department of Health Services) follows the DHS Audit Guide, an appendix of the State Single Audit Guide; DCF (Department of Children & Families) follows the State Single Audit Guidelines & Provider Agency Audit Guide. Please note that the implementation of the Super-Circular/Omni-Circular/UGG Codified 2 CFR Part 200 will take place on December 26, 2014. **PROVIDER** is responsible for consulting this source document for the most current audit guidelines via the following link: (<http://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf>).

3. **EXEMPT FROM AUDIT REQUIREMENT:** Total annual Grant dollar amount is less than \$25,000.00.

#### SECTION IV: HOLD HARMLESS

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

#### SECTION V: CIVIL RIGHTS COMPLIANCE/DISCRIMINATION

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

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

**GRANTEE** agrees to submit a Civil Rights Letter of Assurance (LOA) with the appropriate attachments as required by the State of Wisconsin regardless of the number of employees And the amount of the state and/or federal funding received. The following internet website specifies the specific requirements: <http://www.dhs.wisconsin.gov/civilrights/>

**GRANTEE'S** that employee fifty (50) or more employees and has a total contracted dollar amount of \$50,000.00 or more throughout this time period agrees to complete a Civil Rights Compliance (CRC) plan with the appropriate attachments as required by the State of Wisconsin. The CRC plan must be kept on file and produced upon the **COUNTY'S** request.

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

#### SECTION VI: GRANT AGREEMENT REVISIONS AND/OR TERMINATIONS

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

#### SECTION VII: CONDITIONS OF THE PARTIES OBLIGATIONS

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

#### SECTION VIII: GRANTEE'S LEGAL STATUS

1. **GRANTEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, and that the persons executing this agreement on its behalf are authorized to do so. **GRANTEE** shall notify **COUNTY** immediately, in writing, of any change in address or **GRANTEE'S** legal status.



# BAKALOR PROPERTIES

334 PARK STREET, MENASHA, WI 54952

November 26, 2014

City of Menasha Public Works  
140 Main Street  
Menasha, WI 54952

Re: Application to remove walkway to the South of 175 Main St.

Dear Menasha Public Works:

Bakalor Properties is requesting permission to remove the section of the public walkway directly to the South of the building located at 175 Main St., Menasha. The walkway is currently in the way of demolition and will be difficult to work around during the build process. The development group requests to terminate the walkway at a natural seam, located at the West end of the 175 Main St. Property; put up fencing during demolition and construction; and then replace with a like-kind structure that works into the new design and elevation of the building project.

Very truly yours,



Kim Vanderheyden  
Registered Agent  
Bakalor Properties, LLC



## Memorandum

---

**TO:** NMFR Joint Finance & Personnel Committee Members

**FROM:** Chief Al Auxier

**DATE:** December 4, 2014

**RE:** Filling Firefighting Vacancies

I have received notice of two employees who will be leaving NMFR in the near future. We have one firefighter, Ken Voss, resigning January 3, 2015 to accept a position as a Deputy Chief with another Department and one of our Fire Officers retiring on March 15, 2015.

At this time, we do not have a current eligibility list. We did not anticipate we would have to begin this process until early 2015. However, due to the recent resignation of Ken Voss, we need to move forward with this process as soon as possible. Our Joint Fire Commission will be meeting on Wednesday, December 17, 2014 to schedule dates, and make the final decisions, on establishing an eligibility list and the hiring process. It is anticipated the entire process, and establishment of a new eligibility list, will be completed by mid-February.

With Firefighter Voss delaying his resignation till the first week of January, it will eliminate the overtime expenses we would have incurred through the end of December due to members taking vacations around the holidays.

It is important that we proceed, in a timely fashion, to hire replacement firefighters so NMFR can maintain minimum staffing levels along with getting new employees trained prior to peak vacation periods so that overtime costs to cover short shifts can be avoided. The two positions are budgeted positions within our Department and hiring to fill these two vacancies will maintain staffing levels at 68 full-time employees at NMFR.

I am asking for consideration, and action, of a recommendation to both common councils to authorize hiring two firefighters after January 1, 2015 subject to the departure or retirement of two existing employees with NMFR.

If you have any questions, please feel free to call me at 886-6203.

AA/tt



## Memorandum

**TO:** NMFR Joint Finance & Personnel Members

**FROM:** Al Auxier, Chief

**DATE:** December 1, 2014

**RE:** NMFR Staffing Information

During previous meetings, there has been discussion on having more information to help gain a better understanding of our Department and the services we provide. We are used to the acronyms we use for our stations, engines, etc. However, sometimes we forget not everyone knows these when we talk about different things during our meetings. I've put together a summary of information regarding our staffing, different types of calls and station/vehicle locations. I've also included a map that shows our area of coverage.

As you know, NMFR has 63 line staff members and 5 administrative personnel. The 63 line staff members are split between three shifts, each consisting of 21 people. The three shifts rotate with a specific number of days on and a specific number of days off, which equals 56-hours per week, to provide 24/7 service to both Cities.

### Station Assignments/Staffing:

Station/Location	Vehicle/Staffing	Additional Duties
Station 31 1080 Breezewood Ln., Neenah	Engine 31 - *4	*8:00 a.m. – 4:00 p.m. 3 firefighters staff the engine 4 <sup>th</sup> firefighter is inspecting. However, they monitor the radio and will respond to fire-related (alarms, structure fires, extrication calls, etc.) and “D &E” EMS calls, and/or if they are close to the incoming call they will respond regardless of the type. 4:00 p.m. – 0700 a.m. four firefighters on the engine.
Station 32 125 E. Columbian Ave. Neenah	Engine 32 - 4 Quint 32 - 4 Command 32 – 1 Squad 32	Quint 32 is the ladder truck that will respond to all alarms and structure fire calls in both communities. It also is available to respond to other types of calls (i.e. EMS calls, etc.) when the primary company is unavailable.  Quint 32 will also respond for accidents as a blocking vehicle on Highway 41.  Squad 32/boat responds to all water/dive calls in both Cities. It also responds as a back-up to Oshkosh Fire Dept. for water/dive calls. In turn, they also respond as our back-up.

Station 35 430 First St. Menasha	Engine 35 - *4 Boat 35 Pumper 35	There are four shift mechanics that perform routine/preventative and maintenance on all vehicles, equipment and for all four stations.  Boat 35 (small rubber boat) also responds to all water calls in both Cities. Pumper 35 is our reserve engine and is kept at this station when not in use.
Station 36 1911 Manitowoc Rd. Menasha	Engine 36 - *4	*8:00 a.m. – 4:00 p.m. 3 firefighters staff the engine 4 <sup>th</sup> firefighter is inspecting. However, they monitor the radio and will respond to fire-related (alarms, structure fires, extrication calls, etc.) and “D &E” EMS calls, and/or if they are close to the incoming call they will respond regardless of the type. 4:00 p.m. – 0700 a.m. four firefighters on the engine.

In addition to the staffing levels mentioned above, there are minimum staffing that are maintained at 17 per shift, 3 firefighters on an engine and 2 firefighters on the Quint. When staffing levels fall below the levels mentioned above due to vacations, work-related injuries, sick, funeral leave, scheduled training out of our district, etc. we will back fill with overtime.

**Services We Provide:** In addition to fire protection and first responder services, staff also provides dive, open water/swift water, confined space, and auto extrication. Our confined space members will respond to calls within Winnebago County when mutual aid requests are made. We also provide back-up to Oshkosh Fire Department for water/dive calls. In turn, they provide back-up for us.

Wisconsin State Statute deems we are responsible to perform all inspections for business and multi-unit occupancies. This is to ensure businesses and multi-family dwellings are code compliant with fire protection. We receive 2% dues. In 2014, this amounted to \$77,952.00 for the City of Neenah and \$41,510.00 for the City of Menasha. If we do not perform the required inspections we will lose the 2% dues.

**Multiple Response Calls:** There are different types of calls that require more than one engine to respond. Below, I’ve highlighted some of the common calls, the number of engines that respond and the reason why. Please keep in mind; the main reason for this multiple engine responses is mainly due to the staffing needed to get the job done in a safe and efficient manner.

Call Type	Response	Reason
Structure fire	3 engines, Quint 32, and Command 32	Full time fire protection allows a quicker response and the ability to have a large number of people to perform quick fire attack, rescue of operations (if people are inside), EMS care for citizens who may be hurt, establishing a water supply, ventilation, accountability, safety, and command and control. In addition, NFPA 1710, Standard for the <i>Organization and Deployment of Fire Suppression Operations to the Public by Career Fire Departments</i> , calls for a minimum of 14 positions to be filled at structure fires. The 14 positions are outlined below: <ul style="list-style-type: none"> <li>• Primary attack team: Minimum 2 personnel to advance the hose line to extinguish the fire, if conditions permit. Typically performed by engine companies.</li> </ul>

		<ul style="list-style-type: none"> <li>• Back-up crew: Minimum 2 personnel to provide assistance to the primary attack team. This crew has a charged hose line and is available to assist with fire extinguishment. Typically performed by engine companies.</li> <li>• Incident Command: Minimum of 1 person to be responsible for the command and control of the incident. Performed by Command 32.</li> <li>• Search operations: Minimum 2 personnel to search buildings, if conditions allow, for any persons trapped inside. Typically performed by Quint 32</li> <li>• Support Operations: Minimum 2 to assist with advancing the hose line into buildings, establishing a water supply, conducting forcible entry into locked buildings, and to control utilities (gas and electric). In addition, one support person is to be assigned as the pump operator. Can be performed by an engine or quint crew.</li> <li>• Ventilation Operations: Minimum team of 2 to conduct coordinated ventilation with the primary attack crew. Typically performed by Quint 32.</li> <li>• Aerial Operations: If Quint 32 is to be used as an aerial device, a minimum of 1 operator assigned to operate the aerial. Performed by Quint 32.</li> <li>• Per Wisconsin Department of Safety and Professional Services, an initial Rapid Intervention Team needs to be assigned. This RIT is responsible for the immediate rescue of firefighters who may become caught in a situation requiring assistance. A minimum of 2 personnel are required. Typically performed by the third or fourth arriving engine company.</li> <li>• Additional positions may need to be filled based on the size of the incident. One of the more noted positions is Incident Safety Officer. This person is responsible for monitoring the safety needs and issues associated with the incident. They make calls that help prevent injuries and fatalities to firefighters working on the scene.</li> </ul> <p>Quint 32 start putting ladders up outside the building, put the aerial ladder up for larger buildings, begin ventilation and shut off power and gas to the building. They will help with salvage and overhaul operations.</p> <p>C32 is the Shift Commander and he is in charge of the entire incident, operations and all personnel.</p> <p>For larger incidents, there is the need to rotate engine companies. Firefighters can only go through two tanks of air and then they need rehab time. However, this is weather dependent. During extreme temperatures they may need rehab time quicker.</p>
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		While fire operations are being performed that leaves one engine company, for both communities, to respond to other fire, EMS, etc. calls that come in. We will call in a crew to staff our reserve pumper.
Accidents on the Highway	2 engine companies and/or 1 engine company and Quint	The first engine arrives on scene and performs EMS and/or extrication. The second engine/Quint acts as a blocker for the first engine to perform traffic control operations, set-up high way signs, cones and flares. If there is a extrication they will pull a second hose line and help with extrication operations. Two engine companies are needed for safety for accident victims and emergency personnel on the highway.
Non-highway Extrications	2 engine companies and/or 1 engine company and Quint	The first engine arrives on scene and performs EMS and/or extrication. The second engine/Quint acts as a blocker and performs traffic control and helps with extrication.
Technical Rescue	3-4 engine companies	<p>Technical rescue incidents require special people and special training. They include rescue scenarios involving rope (high or low angle), confined space rescue, trench rescue, and/or building collapse rescue. Minimum numbers required are typically 14 to fill the various positions, based on the precise type of emergency. They include command, safety, entry, back-up, and support positions. As an example, a confined space rescue requires the following positions:</p> <ul style="list-style-type: none"> <li>• Command: Minimum 1 person</li> <li>• Entry team: Minimum 2 personnel</li> <li>• Back-up team: Minimum 2 personnel</li> <li>• Attendants: One attendant per team (minimum 2)</li> <li>• Atmospheric monitoring: Minimum 1 person</li> <li>• Ventilation: Minimum 1 person</li> <li>• Air Supply: 1 person. Responsible for ensuring an adequate air supply to rescuers</li> <li>• Riggers: Minimum 4 personnel to determine the best means to allow rescuers to enter into a space, and how to remove them and the victim. The riggers use advanced rope systems as the method for entry and exit from spaces.</li> </ul> <p>Trench rescues have similar requirements. All positions for technical rescue incidents are based on the tasks required to be conducted in NFPA 1006 (Standard for <i>Technical Rescuer Professional Qualifications</i>) and 1670 (Standard on <i>Operations and Training for Technical Search and Rescue Incidents</i>).</p> <p>Keep in mind these are minimum numbers and may require larger resources based on the nature of the call.</p>
Water/ice rescue and dive calls. This includes rescues by both dams.	Squad 32, Boat 35, Marine 3 or Husky (seasonal) and 2 engines	Engine 32 will be taken out of service and will staff Squad 32 and Marine 3/Husky. The other engine companies will launch Boat 35 and provide shore based support to the divers, tenders. They will also go to other boat launch sites to try to gain visual of the victims to give updates.

		The remaining engine company will move to Station 32 or Station 35 to cover other incoming calls.
Complex EMS calls	1-2 engine companies	Some EMS calls require (i.e. PNB) one of our firefighters to help the ambulance crew with patient care and another firefighter to drive the ambulance to the hospital. The remaining engine company will follow the ambulance to the hospital to pick up our firefighters.  For larger patients, multiple companies may be needed to help the ambulance crew with lifting the patient.

**Automatic Aid:** In 2012, we entered into an automatic aid agreement with Appleton Fire Department. The intent of this agreement was to help decrease response times to specific geographic areas.

If there are structure fire calls in the northern part of Menasha, the vehicle response is two NMFR engines, NMFR's Quint and an engine from Appleton Fire Department. However, even with an automatic aid agreement, there may be times either Department may not be available to respond due to incidents going on in their own district. Either NMFR or AFD's next nearest available engine would be dispatched to that their call.

I have attached a map that shows the location of our four fire stations and the areas we cover. I hope this information provides a better understanding, especially when we are discussing different things regarding our Department.

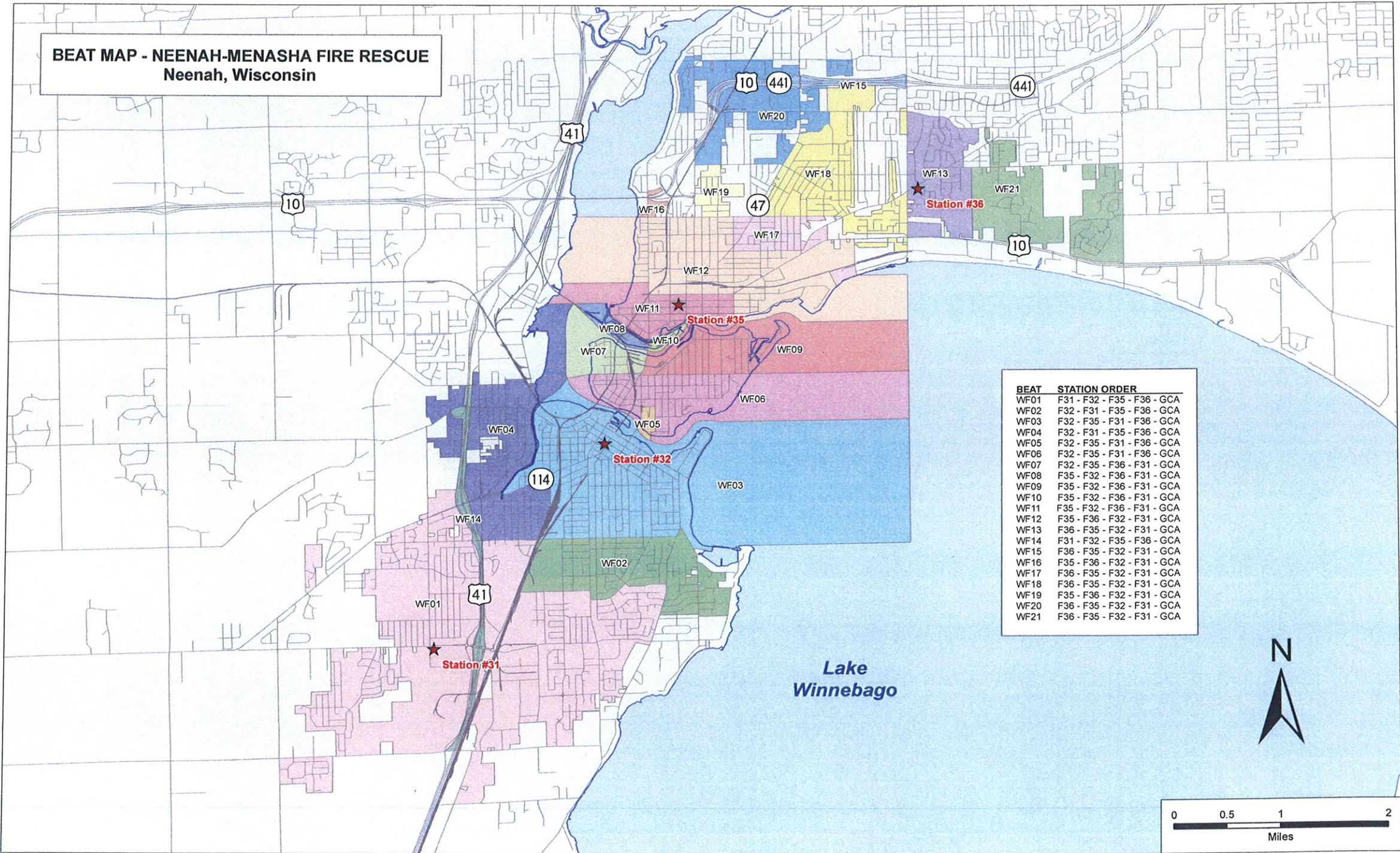
I would like to personally invite all of you to spend some time with us. We would be happy to show you the things we do, the equipment we use, etc.

If you have any questions, please feel free to call me at 886-6203.

Enclosure

AA/tt

**BEAT MAP - NEENAH-MENASHA FIRE RESCUE**  
**Neenah, Wisconsin**



BEAT	STATION ORDER
WF01	F31 - F32 - F35 - F36 - GCA
WF02	F32 - F31 - F35 - F36 - GCA
WF03	F32 - F35 - F31 - F36 - GCA
WF04	F32 - F31 - F35 - F36 - GCA
WF05	F32 - F35 - F31 - F36 - GCA
WF06	F32 - F35 - F31 - F36 - GCA
WF07	F32 - F35 - F36 - F31 - GCA
WF08	F35 - F32 - F36 - F31 - GCA
WF09	F35 - F32 - F36 - F31 - GCA
WF10	F35 - F32 - F36 - F31 - GCA
WF11	F35 - F32 - F36 - F31 - GCA
WF12	F35 - F36 - F32 - F31 - GCA
WF13	F36 - F35 - F32 - F31 - GCA
WF14	F31 - F32 - F35 - F36 - GCA
WF15	F36 - F35 - F32 - F31 - GCA
WF16	F35 - F36 - F32 - F31 - GCA
WF17	F36 - F35 - F32 - F31 - GCA
WF18	F36 - F35 - F32 - F31 - GCA
WF19	F35 - F36 - F32 - F31 - GCA
WF20	F36 - F35 - F32 - F31 - GCA
WF21	F36 - F35 - F32 - F31 - GCA





# Neenah-Menasha Fire Rescue

## Memorandum

**TO:** NMFR Joint Finance & Personnel Committee Members  
**FROM:** Chief Auxier and A/C Mike Sipin  
**DATE:** December 4, 2014  
**RE:** Dive Team Request for Masks

During the initial stages of the NMFR Dive Team proposal, it was noted that the burden to the Department and City budgets would be major. Being cognizant of this, the decision was made internally to fund this endeavor through private donations and grants. I continue to be proud in stating the initial goal of raising \$90,000 was reached, fundraising surpassed \$100,000 earlier this year. However, as we move forward, we have recognized, and experienced, many challenges that impact our abilities in funding the dive team through donations and grants.

Our approved 2015 budget includes \$20,000 in Capital Outlay for the purchase of Dive Team Personal Protective Equipment (PPE). Part of the budgeted money was to be used for the purchase of full face masks for each diver. There are a couple of reasons we budgeted money for masks for each diver.

Safety is the primary reason. A personal mask provides for proper fit between the diver and the mask. A proper fit helps to ensure leaks are at a minimum, or won't occur at all. A leaking mask can cause havoc and panic in a diver. A properly fit mask also allows a diver to correctly "equalizing the sinus passages" when descending. As pressure to the inner ear increases when the diver descends, it is imperative that the diver is able to "equalize" the sinus in order to avoid a ruptured ear drum. (PADI, 2010 safety standard). If left unattended, this condition can lead to vertigo and other serious ear and sinus problems. This can seriously hinder the diver's safety and the overall success of the operation. This is an occurrence we would ever want a diver to experience.

The second reason is hygiene and proper fit. We have 15 Dive Team members that are assigned across the three operational shifts. Currently, divers are sharing masks during training and actual dives. We do not have the ability to properly clean and disinfect the masks between dives to help in the prevention of "germ" transmission from one diver to another through the mask.

We have also found having a limited number of shared masks creates challenges during cold water/freezing periods. Masks get wet by virtue of being submerged in the environment. In addition, moisture from the user also builds up within the mask. The likelihood of equipment freeze-ups or failures increase as the mask is exposed to the open air during freezing periods. Dive operations during these times have been cut short due to mask freeze-ups. This reduces the time personnel have to gain valuable experience during training sessions. If each diver has their own mask this would prevent this and not hinder actual diver operations during a call as one diver comes out of the water the next diver would have the ability to enter the right away as they have their own mask. If we have enough masks for each diver, along with spares, this increases the likelihood of a successful operation, with no equipment failures or freeze-ups.

Chris Ederer, a Firefighter for NMFR and recently certified Master Diver, has assumed a primary role in maintaining Dive Team operations with Assistant Chief Sipin. Chris has contacted three different companies and was able to obtain the best price from Green Bay SCUBA, LLC.

I am asking for a recommendation to both Common Councils to approve the purchase of eleven (11) OTS Guardian Full Face Masks with the EM-OTS2 Communication Microphones and Earphones for \$795 per unit for a total of \$8,745.00 plus \$55.00 shipping for grand total of \$8,800.00.

Thank you for your consideration.

Enclosure

AA/tt



OTS Guardian FFM with Comms bid  
Green Bay Scuba LLC

to:

cederer

12/03/2014 07:06 PM

Hide Details

From: "Green Bay Scuba LLC" <sales@gbscuba.com>

To: <cederer@nmfire.org>

Hi Chris,

Thank you for stopping in today, it sounds like your team is coming along nicely.

Regarding the FFM's and Comms; I talked to OTS and they said they don't have a sale coming at the end of December.

I did get some pretty good pricing on the units and can offer you the following bid:

OTS Guardian Full Face Mask with the EM-OTS2 Communication Microphones and Earphones for \$795.00 per unit, plus \$55.00 shipping cost.

This totals to: \$8800.00.

Thank you for allowing me to bid on your gear, and good luck with the process. I look forward to working with you and your team in the future.

Al Pahnke

Green Bay Scuba LLC

920-498-8499

[sales@gbscuba.com](mailto:sales@gbscuba.com)

[www.gbscuba.com](http://www.gbscuba.com)

Date: 12/3/2014  
 Expiration Date: 1/31/2015

Shipwreck Adventures LLC  
 2004 Washington ST  
 Two Rivers, WI 54241  
 920-482-0725  
 divbum@charter.net

Neenah  
 Menasha Fire  
 125 E  
 Columbian Ave  
 Neenah, WI  
 (920) 886-6200

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Disc Date
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Credit Card

Qty	Item #	Description	Unit Price	Discount	Line Total
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11	GRD-BB-1	Gaurdian FFM, with ABV-1, LPhose and Bag	849.00	192.00	7227.00
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11	EM-OTS2-AQUA	Ear mic hard wire	499.00	111.20	4265.80
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1	Shipping		No Charge	No Charge	No Charge
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**Total Discount**

**Subtotal** 11492.80

**Sales Tax** Exempt

**Total** 11492.80

Quotation prepared by: Gregory M Such - Owner

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return:

**Thank you for your business!**



## Ocean Technology Systems

3133 W. Harvard Street

Santa Ana, CA 92704

(800) 550-1984 ext. 113 - (714) 754-7848

Fax (714) 966-1639 Email: abustos@otscomm.com

# Quotation

Quote Date: Dec-01-2014

Quote #: 8250

Sales Contact:

### Customer

Chris Ederer  
Neenah-Menasha Fire Rescue

cederer@nmfire.org

Item #	Description	Qty	Price	Extended Price
920001-001	GRD-BB-1, OTS Guardian FFM, Black Skirt/Black Hardware, Includes: ABV-1, LP Hose, Mask Bag	11	849	\$9,339.00
910369-000	EM-OTS-2, Ear/Mic Assembly for OTS Guardian FFM, Hot Mic	11	499	\$5,489.00

\*\* This Quote Worksheet does not include Orange County, CA Tax, if applicable. You may remove items and change quantities to see new Quote totals.

**Total Quote \$14,828.00**

**City of Menasha Disbursements**

Weekly Accounts Payable	12/4/14-12/11/14	\$	611,177.27
	Checks # 48377-48491		
	Void Check #48293	\$	(25.00)

Bi-Weekly Payroll	12/11/14	\$	188,329.26
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Additional Regular Cycle Accounts Payables -Paid Electronically

State Tax Withholding	11/28/14	\$	14,163.55
Nationwide Retirement	11/28/14	\$	11,086.50
Wisconsin Retirement	11/28/14	\$	152,255.90
State Sales Tax	11/28/14	\$	120.40
BMO Harris-Flex Spending	12/1/14	\$	3,680.35
Delta Dental	12/3/14	\$	334.74
Federal Tax Withholding	12/3/14	\$	77,771.77
Delta Dental	12/10/14	\$	1,816.11
Community First Credit Union-Payroll Deductions	12/11/14	\$	7,275.00
		\$	<u>268,504.32</u>

Total	\$	<u>1,067,985.85</u>
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Items included on this list have been properly audited and certified by the City Comptroller and are being presented for approval by the Common Council.

	
Peggy Steeno	Date
Administrative Services Director	

Notes:

- Medical Expense Reimbursement Trust-Retirement Pay Out
- Community First Credit Union-Employee Deductions
- United Way-Employee Donations
- Wisconsin Support Collections-Child/Spousal Support
- WI SCTF-Child Support Annual Fee
- Gaps in check numbers indicate that more invoices being paid than fit on one check stub  
(The last check stub used is the check number that will appear on the check register)

## AP Check Register

### Check Date: 12/4/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ABBY'S HEATING & COOLING	48377	12/4/2014	ABBY'S	263-0306-562.70-01	2,454.00	CDBG
	<b>Total for check: 48377</b>				<b>2,454.00</b>	
ACC PLANNED SERVICE INC	48378	12/4/2014	13476	100-0501-522.24-03	389.53	Station 35 Contract
	<b>Total for check: 48378</b>				<b>389.53</b>	
ACCURATE	48379	12/4/2014	141638	731-1022-541.30-18	109.45	Supplies
		12/4/2014	1416794	731-1022-541.30-18	122.39	Angle Funnel/Supplies
		12/4/2014	1417013	731-1022-541.30-18	69.42	Supplies
	<b>Total for check: 48379</b>				<b>301.26</b>	
AIRGAS USA LLC	48380	12/4/2014	9033436789	731-1022-541.30-18	123.01	Wire
	<b>Total for check: 48380</b>				<b>123.01</b>	
BAHCALL RUBBER CO INC	48381	12/4/2014	678065-001	731-1022-541.38-03	81.56	Adapters
	<b>Total for check: 48381</b>				<b>81.56</b>	
BILLY JOY LLC	48382	12/4/2014	BILLYJOY	203-0306-562.70-01	5,000.00	CDBG
	<b>Total for check: 48382</b>				<b>5,000.00</b>	
BMO HARRIS BANK NA	48383	12/4/2014	4046265	100-0202-512.21-06	260.00	Monthly Fee
	<b>Total for check: 48383</b>				<b>260.00</b>	
BOMSKI CONSTRUCTION &	48384	12/4/2014	BOMSKI	263-0306-562.70-01	16,900.00	CDBG
	<b>Total for check: 48384</b>				<b>16,900.00</b>	
BUCKLIN'S TREE SERVICE	48385	12/4/2014	12308	100-1006-541.30-18	16.59	Fill Sand

**AP Check Register**  
**Check Date: 12/4/2014**

Date: 12/9/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
BUCKLIN'S TREE SERVICE...	48385...	12/4/2014	12309	100-1006-541.30-18	7.71	Fill Sand
			<b>Total for check: 48385</b>		<b>24.30</b>	
CALUMET COUNTY CLERK OF COURTS	48386	12/4/2014	CALUMET	100-0000-201.03-00	150.00	Bond Report #14-103027
			<b>Total for check: 48386</b>		<b>150.00</b>	
CARDMEMBER SERVICE	48391	12/4/2014	0012	100-0703-553.34-03	21.98	Chula Vista Resort
		12/4/2014	0020	100-0703-553.34-03	5.61	Chula Vista Resort
		12/4/2014	0025	731-1022-541.24-03	31.17	PWF Furnace Ignitor
		12/4/2014	0054	100-0702-552.34-03	11.42	Meal
		12/4/2014	0081	100-0801-521.34-03	46.60	CVR Market Fresh
		12/4/2014	0135	100-0702-552.34-02	124.00	WPRA
		12/4/2014	0156	100-0801-521.34-02	95.00	NWTC GB Registration
		12/4/2014	0190	100-0801-521.34-02	90.00	NWTC GB Registration
		12/4/2014	0208	100-0801-521.34-02	90.00	NWTC GB Registration
		12/4/2014	0262	100-0702-552.34-03	11.74	Meal
		12/4/2014	0313	100-0803-521.34-03	20.53	Toby Keith's
		12/4/2014	0519	100-0803-521.34-03	25.61	Toby Keith's
		12/4/2014	0553	100-0801-521.34-03	216.00	Jefferson Street Inn
		12/4/2014	0908	100-0601-551.30-16	7.96	WM Supercenter
		12/4/2014	0920	731-1022-541.24-03	295.25	PWF Gate Chair
		12/4/2014	0946	100-0703-553.34-03	248.00	Chula Vista Resort
		12/4/2014	1028	731-1022-541.24-03	33.09	PWF Gate Guides
		12/4/2014	1083	100-0801-521.30-15	17.50	Midwest Gun Works
		12/4/2014	1089	100-0803-521.34-03	5.37	Avenues #37 Crown
		12/4/2014	1280	100-0803-521.34-03	10.47	McDonald's
		12/4/2014	1518	100-0803-521.34-03	628.28	Crowne Plaze Hotel
		12/4/2014	1542	100-0405-513.34-03	387.00	League Conference
		12/4/2014	1699	100-0801-521.30-18	30.39	WM Supercenter
		12/4/2014	1701	100-0801-521.33-03	6.95	Manderfield
		12/4/2014	1895	100-0601-551.30-16	18.14	Walmart
		12/4/2014	1903	731-1022-541.30-18	14.68	Tack Wagon Clean
		12/4/2014	2191	100-0801-521.19-03	9.00	Gunderson Cleaners

## AP Check Register

### Check Date: 12/4/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
CARDMEMBER SERVICE...	48391...	12/4/2014	2564	100-0801-521.32-01	14.50	TLO Transunion
		12/4/2014	2720	100-0801-521.30-12	21.28	USB Cord Reader
		12/4/2014	2855	100-0703-553.30-18	(0.23)	Credit
		12/4/2014	2997	100-0703-553.34-03	14.75	Monk Bar & Grill
		12/4/2014	3554	100-0801-521.29-04	136.32	Jacky Jones
		12/4/2014	3691	100-0803-521.34-03	15.16	Crowne Plaza
		12/4/2014	3784	100-0601-551.30-14	22.98	Our WI Mag
		12/4/2014	4106	100-0703-553.24-03	77.56	Riverwalk Bollards
		12/4/2014	4340	100-0801-521.19-04	39.00	Gunderson Cleaners
		12/4/2014	4390	743-0403-513.30-15	34.63	IT Supplies
		12/4/2014	4559	100-1001-514.30-15	216.34	Cart
		12/4/2014	4640	100-0704-552.30-18	149.99	Candy/Supplies
				100-0702-552.30-18	102.38	Candy/Supplies
		12/4/2014	4885	100-0801-521.34-04	24.00	Economy Airport Parking
		12/4/2014	4918	100-0304-562.34-03	455.04	Wisconsin Union Hotel Kristi-GIS Training
		12/4/2014	5043	100-0000-132.00-00	184.75	Clorox Wipes
		12/4/2014	5480	100-0601-551.30-16	33.00	Bill.picmonkey
		12/4/2014	5795	100-0000-132.00-00	601.00	AED Pads
		12/4/2014	6017	743-0403-513.30-15	94.98	USB Drive
		12/4/2014	6027	100-0601-551.34-03	(11.63)	Credit
		12/4/2014	6265	100-0702-552.34-03	13.88	Meal
		12/4/2014	6527	100-0801-521.30-11	21.79	UPS
		12/4/2014	6808	100-0801-521.34-03	140.00	Hotel Marshfield
		12/4/2014	6834	100-0916-531.30-15	65.15	PC Bag-Grant Purchases
		12/4/2014	7081	100-0201-512.30-11	97.15	USPS
		12/4/2014	7759	100-0702-552.34-02	129.00	Seminar
		12/4/2014	7904	100-0801-521.34-03	811.98	Rosen Hotels
		12/4/2014	8020	100-0702-552.34-02	300.00	WPRA
		12/4/2014	8510	100-0601-551.30-16	4.07	USPS
		12/4/2014	8595	100-0601-551.30-16	20.00	WM Supercenter
		12/4/2014	8635	100-0703-553.30-18	29.32	Mills Fleet Farm
		12/4/2014	8778	100-0702-552.34-03	5.12	Meal
		12/4/2014	8962	824-0807-521.30-15	32.93	Pet Supplies Plus
		12/4/2014	9142	100-0801-521.29-04	17.10	Amazon
		12/4/2014	9487	100-0801-521.38-01	35.38	Exxonmobil

## AP Check Register

### Check Date: 12/4/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	48391...	12/4/2014	9533	100-0801-521.30-18	25.17	Shopko
		12/4/2014	9763	100-0801-521.30-15	173.42	Target Sports USA
		12/4/2014	9911	100-0801-521.30-11	19.30	UPS
	<b>Total for check: 48391</b>				<b>6,668.30</b>	
CAVANAUGH CARRIAGES	48392	12/4/2014	CAVANAUGH	100-0702-552.20-05	475.00	Reindeer/Hayridge
	<b>Total for check: 48392</b>				<b>475.00</b>	
CDW GOVERNMENT INC	48393	12/4/2014	QQ54042	100-0916-531.30-15	199.00	Printer Grant Purchase
	<b>Total for check: 48393</b>				<b>199.00</b>	
CONGER TOYOTALIFT	48394	12/4/2014	00057496	266-1027-543.21-06	201.29	Repair Torn Seat
	<b>Total for check: 48394</b>				<b>201.29</b>	
CRESCENT ELECTRIC SUPPLY COMPANY	48395	12/4/2014	087-495208-00	100-0703-553.30-18	44.00	Elec Parts Smith Fountain
	<b>Total for check: 48395</b>				<b>44.00</b>	
DIGIPRINT	48396	12/4/2014	145678	100-0000-201.15-00	150.00	Farm Market
	<b>Total for check: 48396</b>				<b>150.00</b>	
FACTORY MOTOR PARTS CO	48397	12/4/2014	18-1359570	731-1022-541.38-03	382.71	Sender & Pump Assy
		12/4/2014	18-1362051	731-1022-541.38-03	(382.71)	Sender & Pump Assy/CREDIT
		12/4/2014	18-1363366	731-1022-541.30-18	71.64	Cleaner
		12/4/2014	18-1365226	731-1022-541.38-03	353.38	Pro Batt PP16
		12/4/2014	18-Z02314	731-1022-541.38-03	34.90	Blade
		12/4/2014	18-Z02321	731-1022-541.38-03	284.99	Batteries & Core
	<b>Total for check: 48397</b>				<b>744.91</b>	
FERGUSON ENTERPRISES #448	48398	12/4/2014	2078641	100-0703-553.24-03	86.30	Plumb Parts
		12/4/2014	2080336	100-1006-541.30-18	36.87	Brine Tanks

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
FERGUSON ENTERPRISES #448...	48398...	12/4/2014	2080842	731-1022-541.24-03	127.84	Facility Repair
			<b>Total for check: 48398</b>		<b>251.01</b>	
GANNETT WISCONSIN MEDIA	48399	12/4/2014	0008453445	100-0405-513.29-02	367.74	Legals
				100-0204-512.29-02	281.65	Legals
				100-0203-512.29-02	50.54	Legals
		12/4/2014	0008454463	100-0405-513.29-02	337.78	Legals
			<b>Total for check: 48399</b>		<b>1,037.71</b>	
GAT SUPPLY INC	48400	12/4/2014	00035084	100-1006-541.30-18	64.44	Markers
			<b>Total for check: 48400</b>		<b>64.44</b>	
HOME DEPOT CREDIT SERVICES	48401	12/4/2014	5035104	100-0920-531.24-03	51.90	Sr Ctr Notice Sign
		12/4/2014	8020941	100-1008-541.30-18	10.48	Crosswalk Base
		12/4/2014	9033373	100-0703-553.30-18	88.45	Gutter/Flashing/Peel
			<b>Total for check: 48401</b>		<b>150.83</b>	
INFINITY TECHNOLOGY INC	48402	12/4/2014	12661	100-0916-531.30-15	749.80	Laptop-Grant Purchase
			<b>Total for check: 48402</b>		<b>749.80</b>	
JX ENTERPRISES INC	48403	12/4/2014	G-242820010	731-1022-541.38-03	105.18	Valve-Air Rocker
		12/4/2014	G-242830017	731-1022-541.38-03	32.07	Bracket-Mirror Tubing
			<b>Total for check: 48403</b>		<b>137.25</b>	
LAPPEN SECURITY PRODUCTS INC	48404	12/4/2014	LSPQ29693	100-1013-541.30-18	141.75	Pk Ramp Serv Door Cylinde
			<b>Total for check: 48404</b>		<b>141.75</b>	
LEVENHAGEN CORPORATION	48405	12/4/2014	054762A-IN	100-0000-131.00-00	2,877.84	Fuel

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
LEVENHAGEN CORPORATION...	48405...	12/4/2014	054763A-IN	100-0000-131.00-00	7,225.98	Fuel
			<b>Total for check: 48405</b>		<b>10,103.82</b>	
MCMAHON	48406	12/4/2014	40563	100-0703-553.21-02	684.76	Engineering
			<b>Total for check: 48406</b>		<b>684.76</b>	
MCNEILUS TRUCK & MFG COMPANY	48407	12/4/2014	2699137	731-1022-541.38-03	98.31	Valve
			<b>Total for check: 48407</b>		<b>98.31</b>	
MENARDS-APPLETON EAST	48408	12/4/2014	60231	100-1006-541.30-18	211.88	Brine Tank Containment
		12/4/2014	60382	100-0501-522.24-03	29.97	Sensor/Station 36
				731-1022-541.24-03	3.89	Bracket
			<b>Total for check: 48408</b>		<b>245.74</b>	
MENASHA JOINT SCHOOL DISTRICT	48409	12/4/2014	MOBILEHOME	100-0000-412.00-00	6,101.93	November Mobile Home
			<b>Total for check: 48409</b>		<b>6,101.93</b>	
MENASHA NEENAH MUNICIPAL COURT	48410	12/4/2014	MENASHANEENAH	100-0000-201.03-00	139.00	Bond Report #14-119
		12/4/2014	MNMUNICT	100-0000-201.03-00	237.00	Bond Report #14-103154
			<b>Total for check: 48410</b>		<b>376.00</b>	
MOEHR, SCOTT	48411	12/4/2014	MOEHR	100-0000-201.03-00	15.00	Parking Citation Overpayment
			<b>Total for check: 48411</b>		<b>15.00</b>	
N&M AUTO SUPPLY	48413	12/4/2014	502927	731-1022-541.30-18	(6.90)	Label Remover/CREDIT
				731-1022-541.38-03	(6.90)	Credit
		12/4/2014	503342	731-1022-541.38-03	13.34	Lamp
		12/4/2014	503398	731-1022-541.30-18	3.28	Pigtail
		12/4/2014	503524	731-1022-541.38-03	25.87	Filters
		12/4/2014	503820	731-1022-541.38-03	15.92	Filters/Circuit Breaker

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
N&M AUTO SUPPLY...	48413...	12/4/2014	504243	731-1022-541.38-03	23.47	LED Lamp
		12/4/2014	504326	731-1022-541.38-03	15.19	Mechanics Wire
		12/4/2014	504478	731-1022-541.38-03	7.99	Antenna
		12/4/2014	504526	731-1022-541.38-03	11.12	Lens
		12/4/2014	504881	731-1022-541.38-03	256.07	Brake Pads/Rotor/Shoes Core Deposit/Filters
		12/4/2014	505005	731-1022-541.38-03	14.46	Wheel Cylinder
		12/4/2014	505110	731-1022-541.38-03	(6.50)	Credit
		12/4/2014	505224	731-1022-541.38-03	289.36	Brake Pads/Shoes/Rotor Drum/Kit/Filters
		12/4/2014	505276	731-1022-541.38-03	40.44	Wheel Bearing/Bearing Set
		12/4/2014	505313	731-1022-541.30-15	23.45	Tire Tread Guage Dual Foot Guage
		12/4/2014	505412	731-1022-541.38-03	(6.50)	Credit
		12/4/2014	505485	731-1022-541.30-18	79.38	RV Antifreeze
		12/4/2014	505706	731-1022-541.38-03	22.08	Spark Plug
		12/4/2014	505722	731-1022-541.30-18	5.41	Flints
			<b>Total for check: 48413</b>		<b>820.03</b>	
NEENAH-MENASHA SEWERAGE COMMISSION	48414	12/4/2014	2014-195	601-1021-543.25-01	50,571.55	December 2014 Wastewater Treatment
		12/4/2014	2014-201	601-1021-543.25-01	18,840.00	December 2014 Interest & Debt Charges
			<b>Total for check: 48414</b>		<b>69,411.55</b>	
NEWSC	48415	12/4/2014	1074	100-1006-541.51-03	15.00	Winter Pkg Lot Workshop
			<b>Total for check: 48415</b>		<b>15.00</b>	
RAY O'HERRON CO INC	48416	12/4/2014	1455816-IN	824-0810-521.30-18	569.26	Menasha Explorers
			<b>Total for check: 48416</b>		<b>569.26</b>	
PACKER CITY INTL TRUCKS INC	48417	12/4/2014	X103003882:01	731-1022-541.38-03	22.02	Air Filter
		12/4/2014	X103005225:01	731-1022-541.38-03	125.93	Filters/Lights/Plugs
		12/4/2014	X103005863:01	731-1022-541.38-03	139.43	Def Fluid

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
PACKER CITY INTL TRUCKS INC...	48417...	12/4/2014	X103005885:01	731-1022-541.30-18	94.32	Handle/Brush
			<b>Total for check: 48417</b>			
POMP'S TIRE SERVICE INC	48418	12/4/2014	320024674	731-1022-541.38-02	107.50	Tire
			320024724	731-1022-541.38-02	54.00	Tire
			320025174	731-1022-541.38-02	271.64	Explorer Plus
			320025233	731-1022-541.38-02	460.16	Dest A/T Owl
			320025247	731-1022-541.38-02	365.08	Dest A/T Owl
<b>Total for check: 48418</b>				<b>1,258.38</b>		
REGISTRATION FEE TRUST TVRP	48419	12/4/2014	70ME	100-0000-454.00-00	500.00	Parking Ticket Process Fee
			<b>Total for check: 48419</b>			
SCHMOISH, DOROTHY	48420	12/4/2014	MAILBOX	100-1006-541.30-18	50.00	Damaged Mailbox
			<b>Total for check: 48420</b>			
VICKI SCHULTZ	48421	12/4/2014	SCHULTZ VICKI	100-0903-531.33-01	0.50	Sept, Oct., Nov Expenses
				100-0905-531.33-01	11.60	Sept, Oct., Nov Expenses
				100-0915-531.34-03	20.00	Sept, Oct., Nov Expenses
				100-0915-531.33-01	6.50	Sept, Oct., Nov Expenses
<b>Total for check: 48421</b>				<b>38.60</b>		
SPEEDY METALS LLC	48422	12/4/2014	4092491-NB	100-0704-552.24-05	34.60	Steel Tube
			4092990-AP	100-0704-552.24-05	42.02	Steel Tube
<b>Total for check: 48422</b>				<b>76.62</b>		
SPORTS GRAPHICS	48423	12/4/2014	1014-084	824-0810-521.30-18	28.98	Menasha Explorers
			<b>Total for check: 48423</b>			
STAPLES ADVANTAGE	48424	12/4/2014	3247443602	100-1001-514.30-10	10.19	Supplies

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
STAPLES ADVANTAGE...	48424...	12/4/2014...	3247443602...	100-1001-514.30-10	9.78	Supplies
				100-0702-552.30-10	51.75	Supplies
				100-0304-562.30-10	2.53	Supplies
				100-1002-541.30-10	14.72	Supplies
				625-1002-541.30-10	4.90	Supplies
	12/4/2014	3248259051	100-0401-513.30-10	86.29	Supplies	
			100-1001-514.30-10	598.50	Copy Paper	
			<b>Total for check: 48424</b>	<b>778.66</b>		
SYN-TECH SYSTEMS	48425	12/4/2014	103039	731-1022-541.38-03	243.00	Tank Kit/Modules/Cable
					<b>Total for check: 48425</b>	<b>243.00</b>
TREEO'S TREE SERVICE INC	48426	12/4/2014	5473	100-0706-561.20-06	2,150.00	Grind stumps
					<b>Total for check: 48426</b>	<b>2,150.00</b>
UNIFIRST CORPORATION	48427	12/4/2014	097 0176344	731-1022-541.20-01	113.33	Mat/Mop/Clothing Service
					<b>Total for check: 48427</b>	<b>113.33</b>
US VENTURE	48428	12/4/2014	L51003	731-1022-541.21-06	24.00	Samples
					<b>Total for check: 48428</b>	<b>24.00</b>
VARITECH INDUSTRIES INC	48429	12/4/2014	IN060-1003394	100-1006-541.30-15	1,271.61	Pump
					<b>Total for check: 48429</b>	<b>1,271.61</b>
LORI WALBRUN	48430	12/4/2014	WALBRUN	100-0702-552.34-03	7.77	Lunch and Parking
					<b>Total for check: 48430</b>	<b>7.77</b>

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WAUSHARA COUNTY CLERK OF COURTS	48431	12/4/2014	WAUSHARA	100-0000-201.03-00	150.00	Bond Report #14-103156
			<b>Total for check: 48431</b>		<b>150.00</b>	
WE ENERGIES	48432	12/4/2014	WEENERGIES	100-1012-541.22-03	1,956.06	Street Lights
				100-0703-553.22-03	38.72	Conservancy
				100-1008-541.22-04	121.18	455 Baldwin Street
			<b>Total for check: 48432</b>		<b>2,115.96</b>	
JOE WEIDERT	48433	12/4/2014	SUB-2057	100-0703-553.21-02	1,850.00	Website Layout
			<b>Total for check: 48433</b>		<b>1,850.00</b>	
WINNEBAGO COUNTY CLERK OF COURTS	48434	12/4/2014	WINNEBAGO	100-0000-201.03-00	350.00	Bond Report #14-103026
				100-0000-201.03-00	650.00	Bond Report #14-103158
		12/4/2014	WINNEBAGO COUNT	100-0000-201.03-00	150.00	Bond MEPD 14-103092
			<b>Total for check: 48434</b>		<b>1,150.00</b>	
WISCONSIN DEPT OF SAFETY & PROF SVC	48435	12/4/2014	361212	100-0801-521.24-03	50.00	PD Elevator
			<b>Total for check: 48435</b>		<b>50.00</b>	
WKZG-FM	48436	12/4/2014	IN-11410125725	100-0000-201.15-00	200.00	Oct Farm Market Advertise
			<b>Total for check: 48436</b>		<b>200.00</b>	
					<b>137,578.96</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ACCURATE	48437	12/11/2014	1417243	731-1022-541.30-18	83.94	Belt/Pad/Bulb
			<b>Total for check: 48437</b>		<b>83.94</b>	
AIRGAS USA LLC	48438	12/11/2014	9033529604	100-0703-553.30-18	90.97	Reg Oxy
			<b>Total for check: 48438</b>		<b>90.97</b>	
CITY OF APPLETON	48439	12/11/2014	222238	100-0302-542.25-01	13,457.00	December Valley Transit
			<b>Total for check: 48439</b>		<b>13,457.00</b>	
BECK ELECTRIC INC	48440	12/11/2014	D0414-COM-ED14	100-1008-541.24-04	1,041.88	Oneida & Manitowoc Traffic Lights
			<b>Total for check: 48440</b>		<b>1,041.88</b>	
BERGSTROM	48441	12/11/2014	247739	100-0801-521.29-04	180.00	Check Fault Light
			<b>Total for check: 48441</b>		<b>180.00</b>	
SHARON BEYER	48442	12/11/2014	BEYER	100-0801-521.19-03	116.00	Clothing Allowance
			<b>Total for check: 48442</b>		<b>116.00</b>	
BROOKS TRACTOR	48443	12/11/2014	D35692	731-1022-541.38-03	353.56	Water Pump/Kit/Seal
			<b>Total for check: 48443</b>		<b>353.56</b>	
BUCKLIN'S TREE SERVICE	48444	12/11/2014	12433	625-1010-541.30-18	124.62	Clear/Snowberry Culvert
			<b>Total for check: 48444</b>		<b>124.62</b>	
CORRE INC	48445	12/11/2014	1636	485-0304-562.21-02	1,083.55	Project C0271-P-01 Prov Trl Cost Analysis
			<b>Total for check: 48445</b>		<b>1,083.55</b>	

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
CRI RECYCLING SERVICE INC	48446	12/11/2014	37681	731-1022-541.21-06	306.00	
			<b>Total for check: 48446</b>		<b>306.00</b>	
KORTNEY DAHM	48447	12/11/2014	DAHM KORTNEY	100-0903-531.33-01	35.06	November Expenses
			<b>Total for check: 48447</b>		<b>35.06</b>	
FASTENAL COMPANY	48448	12/11/2014	WINEE101686	100-0703-553.30-18	39.13	BRPI Bush/Drill Bit
			<b>Total for check: 48448</b>		<b>39.13</b>	
FERRELLGAS	48449	12/11/2014	1084928750	266-1027-543.30-18	81.92	Liquified Petroleum Gas
			<b>Total for check: 48449</b>		<b>81.92</b>	
FOX STAMP SIGN & SPECIALTY	48450	12/11/2014	OE-36531	100-0801-521.30-10	42.70	Supplies
			<b>Total for check: 48450</b>		<b>42.70</b>	
FOX VALLEY HUMANE ASSOCIATION	48451	12/11/2014	FVHA	100-0806-532.25-01	1,407.78	Transport Fee
			<b>Total for check: 48451</b>		<b>1,407.78</b>	
MARY FRITZ	48452	12/11/2014	FRITZ	100-0903-531.33-01	11.00	October - November Mileage
			<b>Total for check: 48452</b>		<b>11.00</b>	
F2R, LLC	48453	12/11/2014	F2R LLC	625-0000-201.19-00	84,498.50	Third Street Market Escrow
			<b>Total for check: 48453</b>		<b>84,498.50</b>	
GUNDERSON CLEANERS	48454	12/11/2014	223622	100-0801-521.30-13	34.66	Towels & Mats
			<b>Total for check: 48454</b>		<b>34.66</b>	

## AP Check Register

### Check Date: 12/11/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
HOTSY CLEANING SYSTEMS INC	48455	12/11/2014	0105610-IN	731-1022-541.24-02	58.19	Injector-Outlet
			<b>Total for check: 48455</b>		<b>58.19</b>	
IMPERIAL SUPPLIES LLC	48456	12/11/2014	LR8242	100-1003-541.30-18	30.21	Gloves
				625-1003-541.30-18	30.18	Gloves
				100-1009-541.30-18	30.18	Gloves
				100-1016-543.30-18	30.18	Gloves
			<b>Total for check: 48456</b>		<b>120.75</b>	
INFINITY TECHNOLOGY INC	48457	12/11/2014	507471	100-0801-521.30-12	39.51	Extra Memory for PC
		12/11/2014	507472	743-0403-513.30-15	3,042.72	Back-up Software
			<b>Total for check: 48457</b>		<b>3,082.23</b>	
DAVID N JAGLA	48458	12/11/2014	68	100-0801-521.21-06	350.00	Background Check
			<b>Total for check: 48458</b>		<b>350.00</b>	
KITZ & PFEIL INC	48460	12/11/2014	102114-0112	100-0801-521.30-13	3.14	Dish Wand Refill
		12/11/2014	102214-0029	100-0703-553.30-18	1.61	Elbow
		12/11/2014	102309-0001	100-0703-553.24-03	4.31	Duct Seal LB Comp Plug
		12/11/2014	102414-0020	100-0703-553.30-18	17.33	Paint Mixer/Mixing Pail
		12/11/2014	102714-0085	100-0703-553.30-18	15.56	Keys & Deck Screws
		12/11/2014	102814-0125	100-1008-541.30-18	3.59	Watch Battery
		12/11/2014	102814-0138	100-0704-552.24-05	6.29	Wing Connector
		12/11/2014	102914-0138	625-1028-543.30-15	136.69	Rakes
		12/11/2014	103114-0010	100-0920-531.24-03	3.48	Refrig Ice Maker
		12/11/2014	110414-0007	100-0801-521.30-13	10.79	Rag in a Box
		12/11/2014	110414-0079	100-0703-553.30-18	2.00	Mis Hardware/Hart Park
		12/11/2014	110514-0101	731-1022-541.30-18	2.06	Clamp
		12/11/2014	110714-0042	100-1008-541.30-18	5.84	Light Pole on Ahnaip/Bit
		12/11/2014	111014-0010	731-1022-541.30-18	8.44	Penetrate Catalyst/Hardw
		12/11/2014	111014-0102	100-1016-543.30-18	4.03	Snap Knife & Twine
		12/11/2014	111114-0001	100-1001-514.30-18	1.49	Library Shed Key

## AP Check Register

### Check Date: 12/11/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
KITZ & PFEIL INC...	48460...	12/11/2014	111114-0096	100-0703-553.30-18	10.62	Hardware/Clovis Park
		12/11/2014	111214-0011	100-0703-553.24-03	41.45	Antifreeze/Drill Bits
		12/11/2014	111309-0046	100-0703-553.24-04	352.00	Rental
		12/11/2014	111309-0075	100-0703-553.24-04	(210.00)	Rental
		12/11/2014	111314-0114	100-1002-541.30-18	1.49	Hardware
		12/11/2014	111714-0053	100-0703-553.24-03	2.24	Hex Bushing/Buildings
		12/11/2014	111814-0036	100-0801-521.30-13	7.49	Salt
				100-1001-514.30-13	7.49	Salt
				100-0601-551.30-13	7.49	Salt
		12/11/2014	111814-0058	100-0703-553.24-03	4.45	Misc Hardware/Hart Park
		12/11/2014	111914-0054	100-0801-521.24-03	5.96	Misc Hardware
		12/11/2014	112009-0014	100-0703-553.30-18	14.39	Headlok Screw
		12/11/2014	112009-0025	100-1006-541.30-15	35.05	Salt Scoops for Bins
		12/11/2014	112014-0121	100-0703-553.30-18	3.08	Misc Hardware/Shop
				<b>Total for check: 48460</b>		<b>509.85</b>
KJ WASTE SYSTEMS INC	48461	12/11/2014	KJWASTE	266-1027-543.21-06	485.00	Cardboard/Co-Ming Rental
			<b>Total for check: 48461</b>		<b>485.00</b>	
LANDLORD SERVICES LLC	48462	12/11/2014	20226	100-0801-521.21-06	51.00	Credit Reports
			<b>Total for check: 48462</b>		<b>51.00</b>	
MCC INC	48463	12/11/2014	MCC INC	625-1003-541.82-02	16,086.93	2014-02 Pay Request 3
				100-1003-541.82-02	171,901.71	2014-02 Pay Request 3
				470-1003-541.82-02	107,379.84	2014-02 Pay Request 3
				100-0000-201.04-00	12,857.09	2014-02 Pay Request 3
			<b>Total for check: 48463</b>		<b>308,225.57</b>	
MCCAHON	48464	12/11/2014	40754	100-1002-541.21-02	1,103.04	Wetland Delineation

## AP Check Register

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
MCPMAHON...	48464...	12/11/2014	69583	470-0920-531.82-01	203.85	Shop Drawing Review Consults
			<b>Total for check: 48464</b>		<b>1,306.89</b>	
MCNEILUS TRUCK & MFG COMPANY	48465	12/11/2014	2706202	731-1022-541.38-03	101.11	Wire Harn, FI Arm
			<b>Total for check: 48465</b>		<b>101.11</b>	
MENARDS-APPLETON EAST	48466	12/11/2014	60811	100-0801-521.24-03	27.10	Hardware/Battery Holders
			<b>Total for check: 48466</b>		<b>27.10</b>	
POSTMASTER	48467	12/11/2014	MENASHA POSTMAS	100-0401-513.30-11	2,629.14	Postage - 2014 Tax Bills
			<b>Total for check: 48467</b>		<b>2,629.14</b>	
MENASHA TREASURER	48468	12/11/2014	HEALTHDEPT	100-0904-531.30-11	8.00	Shipping
				100-0904-531.33-03	6.38	Lunch
				100-0903-531.34-03	10.00	Lunch
				100-0903-531.33-04	5.00	Supplies
				100-0918-531.30-18	8.37	Caution Tape
				100-0904-531.34-03	10.00	Lunch
			<b>Total for check: 48468</b>		<b>47.75</b>	
MENASHA UTILITIES	48469	12/11/2014	004311	625-0401-513.25-01	2,486.20	Storm Water Charges
				601-0401-513.25-02	22,787.49	Sewer Water Charges
		12/11/2014	ST LIGHTS	100-1012-541.22-03	18,865.02	November Street Lights
			<b>Total for check: 48469</b>		<b>44,138.71</b>	
MORTON SAFETY	48470	12/11/2014	151700-00	100-0702-552.30-18	12.16	First-Aid
			<b>Total for check: 48470</b>		<b>12.16</b>	
ODB COMPANY	48471	12/11/2014	0065982-IN	731-1022-541.38-03	934.64	Pilot Bearing/PTO Assy

**AP Check Register**  
**Check Date: 12/11/2014**

Date: 12/11/2014

<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
ODB COMPANY...	48471...	12/11/2014	0067967-IN	731-1022-541.38-03	(619.00)	PTO Assy/CREDIT
			<b>Total for check: 48471</b>		<b>315.64</b>	
LIZ ROSIN	48472	12/11/2014	ROSIN, LIZ	100-0903-531.33-01	22.00	November Expenses
			<b>Total for check: 48472</b>		<b>22.00</b>	
DIANE SCHABACH	48473	12/11/2014	SCHABACH DIANE	207-0707-552.30-18	220.28	Marina Supplies Reimburse
			<b>Total for check: 48473</b>		<b>220.28</b>	
SERVICEMASTER BUILDING MAINTENANCE	48474	12/11/2014	14314	100-0801-521.20-01	50.00	PD - Garage Janitorial Services
		12/11/2014	14316	100-0903-531.20-01	490.00	Senior Center Janitorial
		12/11/2014	14320	100-0801-521.20-01	1,460.00	PD Janitorial Services
		12/11/2014	14349	100-1001-514.20-01	1,095.00	City Hall Janitorial
		12/11/2014	14350	731-1022-541.20-01	494.00	PWF Janitorial
			<b>Total for check: 48474</b>		<b>3,589.00</b>	
SPORTS GRAPHICS	48475	12/11/2014	0714-118	100-0702-552.30-18	286.20	T-Shirts
			<b>Total for check: 48475</b>		<b>286.20</b>	
STAPLES ADVANTAGE	48476	12/11/2014	3248742680	100-0405-513.30-10	18.38	Supplies
				100-0201-512.30-10	11.02	Supplies
				100-0202-512.30-10	11.02	Supplies
				100-0203-512.30-10	11.02	Supplies
		12/11/2014	8032166452	100-0702-552.30-10	35.61	Park Rec
				100-0304-562.30-10	29.87	Com Dev
			<b>Total for check: 48476</b>		<b>116.92</b>	
SUBURBAN WILDLIFE SOLUTIONS LLC	48477	12/11/2014	411161	625-1010-541.21-06	729.54	Muskat Removal
			<b>Total for check: 48477</b>		<b>729.54</b>	

## AP Check Register

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
SUPERIOR CHEMICAL CORP	48478	12/11/2014	76865	731-1022-541.30-18	1,048.34	Degreaser/Wash
			<b>Total for check: 48478</b>		<b>1,048.34</b>	
UNIFIRST CORPORATION	48479	12/11/2014	097 0176807	731-1022-541.20-01	246.21	Mat/Mop/Clothing/Service
			<b>Total for check: 48479</b>		<b>246.21</b>	
UNITED PAPER CORPORATION	48480	12/11/2014	84783	100-0000-132.00-00	179.20	Plates, Cups, Napkins
		12/11/2014	84863	100-0000-132.00-00	93.10	Rags in a Box
			<b>Total for check: 48480</b>		<b>272.30</b>	
UNITED WAY FOX CITIES	48481	12/11/2014	20141211	100-0000-202.09-00	31.75	PAYROLL SUMMARY
			<b>Total for check: 48481</b>		<b>31.75</b>	
UR WASHINSTUFF INC	48482	12/11/2014	10077	100-0801-521.29-04	79.94	October Car Washes
			<b>Total for check: 48482</b>		<b>79.94</b>	
US CELLULAR	48483	12/11/2014	0061295324	100-0201-512.22-01	31.96	Attorney
				100-0202-512.22-01	5.60	Brunn
				100-1019-552.22-01	1.60	Racine Street Bridge
				100-1019-552.22-01	0.50	Tayco Street Bridge
				601-1020-543.22-01	0.50	Confined Space
				100-1001-514.22-01	20.02	Alix
				100-0801-521.22-01	79.21	PD
				100-0904-531.22-01	88.15	Drew
				100-1002-541.22-01	3.00	Eng
				100-0702-552.22-01	44.51	Tungate
				100-0703-553.22-01	89.68	Parks
				731-1022-541.22-01	62.35	PWF
				100-1008-541.22-01	8.20	Bursack

**AP Check Register**  
**Check Date: 12/11/2014**

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
US CELLULAR...	48483...	12/11/2014...	0061295324...	601-1020-543.22-01	0.50	Sewer Truck
			<b>Total for check: 48483</b>		<b>435.78</b>	
VANDENWYNGAARD, SAM	48484	12/11/2014	VANDENWYNGAARD	100-0000-201.03-00	10.00	Parking Citation Overpay
			<b>Total for check: 48484</b>		<b>10.00</b>	
VERIZON WIRELESS	48485	12/11/2014	9734782467	100-0304-562.22-01	116.72	Phone
			<b>Total for check: 48485</b>		<b>116.72</b>	
VONBRIESEN & ROPER, SC	48486	12/11/2014	193051	100-0202-512.21-01	537.50	Legal Fees
			<b>Total for check: 48486</b>		<b>537.50</b>	
WE ENERGIES	48487	12/11/2014	WEENERGIES	100-0701-533.22-03	10.20	North Street
				100-0701-533.22-03	10.34	North Street
			<b>Total for check: 48487</b>		<b>20.54</b>	
WIL-KIL PEST CONTROL	48488	12/11/2014	2580925	731-1022-541.20-07	66.50	PWF Contract
			<b>Total for check: 48488</b>		<b>66.50</b>	
WINNEBAGO COUNTY TREASURER	48489	12/11/2014	6433	100-0203-512.21-08	270.00	Site Plans Recording Fees
		12/11/2014	6509	100-1008-541.30-18	351.55	Guard Rail Posts
			<b>Total for check: 48489</b>		<b>621.55</b>	
WISCONSIN CHIEFS OF POLICE ASSN INC	48490	12/11/2014	WCPA	100-0801-521.32-01	65.00	Registration
			<b>Total for check: 48490</b>		<b>65.00</b>	

**AP Check Register**  
**Check Date: 12/11/2014**

Date: 12/11/2014

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<i>Vendor Name</i>	<i>Check Number</i>	<i>Check Date</i>	<i>Invoice Number</i>	<i>Account Number</i>	<i>Amount</i>	<i>Description</i>
WISCONSIN SUPPORT COLLECTIONS	48491	12/11/2014	20141211	100-0000-202.03-00	632.88	PAYROLL SUMMARY
			<b>Total for check: 48491</b>		<u>632.88</u>	
					<u>473,598.31</u>	



To: Menasha Common Council  
From: Jenny Groeschel and Ginger Tralongo, Police Records  
RE: Beverage Operator License (Bartender) Applicants  
Date: **December 11, 2014**

The below individuals have applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment within the City. They have all met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following people be **APPROVED** for an Operator's License for the 2013-2015 licensing period:

Linda Srnka  
Erica Redlin

Cc: Chief Styka

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT AMONG  
CITY OF MENASHA AND CYPRESS HOMES AND REALTY, INC.  
DATED JUNE 20, 2011**

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THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT, executed in Menasha, Wisconsin on this \_\_\_ day of \_\_\_\_\_, 2014, is made effective between the City of Menasha and Cypress Homes, Inc. and is made with reference to the Development Agreement dated June 20, 2011.

1. As to ARTICLE IV, CITY OBLIGATIONS, SECTION 4.02.5, after the sentence "\$100,000 of the \$175,000 of DEVELOPER's earned financial incentive may be accelerated and paid to DEVELOPER upon DEVELOPER'S purchase of a lot in the Lake Park Villas Phase II Homeowner's Association from the Redevelopment Authority of the City of Menasha, if the purchase occurs on or before April 30, 2014." ADD the following: "The remaining \$75,000 of the \$175,000 of DEVELOPER'S earned financial incentive may be accelerated and paid to DEVELOPER upon DEVELOPER'S execution of a Second Land Purchase and Development Agreement with the Redevelopment Authority of the City of Menasha, if the agreement is entered into on or before January 15, 2015. In that event, no further financial incentive is due DEVELOPER as a total of \$175,000 will be have been paid out."
2. All other terms and conditions set forth in the Development Agreement dated June 20, 2011, as amended, shall remain the same.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the date first written above:

**City of Menasha**

By: \_\_\_\_\_

Donald Merkes, Mayor

By: \_\_\_\_\_

Deborah A. Galeazzi, City Clerk

**Cypress Homes, Inc.**

By: \_\_\_\_\_

Mike Blank, President

Second Land Purchase and Development Agreement  
By and Between  
the Redevelopment Authority of the City of Menasha  
and  
Cypress Homes, Inc.  
Dated as of December \_\_, 2014

This Second Land Purchase and Development Agreement (hereinafter AGREEMENT) is made and entered into as of the \_\_\_\_ day of December 2014, by and between the Redevelopment Authority of the City of Menasha, Wisconsin, a Wisconsin municipal corporation with its principal offices located at 140 Main St., Menasha, Wisconsin 54952 (hereinafter "RDA"), and Cypress Homes, Inc., a Wisconsin corporation with its principal offices located at 1619 W. College Ave., Appleton, WI 54914 (hereinafter "Cypress").

**RECITALS**

Whereas: Cypress requested that the City of Menasha accelerate the payment of certain incentives owed under Section 4.02 of a development agreement by and between the City of Menasha and Cypress Homes and Realty, Inc. dated June 20, 2011, which request culminated in the execution of Amendment 4 to the development agreement authorizing the acceleration of such incentive payments in order that Cypress purchase three (3) lots and construct a second model home within Lake Park Villas Phase II Homeowners Association (LPVHOA); and

Whereas: On April 3, 2014, Cypress and RDA entered into a Land Purchase and Development Agreement (*April 3<sup>rd</sup> Agreement*) to facilitate the sale, development and marketing of certain properties within the Lake Park Villas Phase II Homeowners Association (LPVHOA); and

Whereas: The RDA has obligations under its development agreement with the City of Menasha to promote the development of the LPVHOA and to market and sell properties contributed from the city to the RDA; and

Whereas: The RDA has determined that the provision of incentives to Cypress is necessary to stimulate the sale of lots and construction of homes in LPVHOA.

**ARTICLE I**

SECTION 1.01 PURPOSE OF AGREEMENT. The purpose of this AGREEMENT is to supplement the *April 3<sup>rd</sup> Agreement* by and between Cypress and RDA. Upon Cypress' purchase of three (3) lots under the terms of this AGREEMENT, the number of lots remaining available for purchase under the terms of the *April 3<sup>rd</sup> Agreement* will be one (1) for a total of five (5).

## ARTICLE II

### DEVELOPER OBLIGATIONS

SECTION 2.01 Cypress agrees to purchase three (3) lots of its choosing within the LPVHOA from the RDA:

SECTION 2.01.1 Purchase Price of each lot shall be \$35,000.00.

SECTION 2.01.2 Closing shall occur on or before December 31, 2015.

SECTION 2.02 For lots purchased and upon which Cypress is building a model home: ARTICLES II, III, IV and V of the *April 3<sup>rd</sup> Agreement* shall apply and be given full force and effect.

SECTION 2.03 For lots purchased and upon which Cypress is building a home for a third party under contract:

SECTION 2.03.1 Cypress shall pay cash at closing.

SECTION 2.03.2 RDA shall obtain and pay for a title insurance commitment in the amount of the purchase price. The real estate shall be conveyed "as is" subject to LPVHOA; easements, restrictions and covenants of record; public and private utility easements. A commitment by the title company agreeing to issue a title policy upon the recording of proper documents as agreed herein shall be deemed sufficient performance.

SECTION 2.03.3 Construction of the home shall commence within 60 days of the date of purchase and shall be completed, demonstrated by receipt of a certificate of occupancy, no later than 120 days from the date of purchase.

SECTION 2.04 Cypress has completed construction of a model home within LPVHOA upon the first lot purchased pursuant to the *April 3<sup>rd</sup> Agreement*. This first model home is currently listed for sale. Cypress agrees to commence construction of a second model home within LPVHOA either before but no later than forty-five (45) days after the date of closing on the first model home.

SECTION 2.05 Taxes. It is understood that the land and improvements resulting from the acquisition and subsequent construction of homes on the lots shall be subject to property taxes. Cypress shall pay when due all federal, state and local taxes in connection with the lots and homes thereon constructed.

### ARTICLE III

#### MISCELLANEOUS PROVISIONS

SECTION 3.01 Assignment. The rights, duties and obligations of the any of the parties hereunder may not be assigned without the written consent of both parties to the assignment.

SECTION 3.02 Survival of AGREEMENT. The terms of this AGREEMENT shall survive closing on the lots. Any provision of this AGREEMENT which has not been fully performed prior to transfer of possession shall not be deemed to have been terminate, but shall survive unless expressly waived in writing, and shall be in full force and effect until performed.

SECTION 3.03 No Subordination. The RDA shall not subordinate any interest it has in this AGREEMENT for any reasons, unless it is determined to be in the best interests of the RDA.

SECTION 3.04 Severability. If any provisions of this AGREEMENT shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

### ARTICLE V

#### CERTIFICATE OF COMPLETION

Upon completion of the improvements by Cypress and review of the improvements by RDA, the RDA will provide Cypress with an appropriate instrument certifying that the improvements have been made in accordance with this AGREEMENT.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT, or caused it to be duly executed, as of the \_\_\_\_\_ day of December, 2014.

THE REDEVELOPMENT AUTHORITY OF THE  
CITY OF MENASHA

By:

---

Phillip K. Vanderhyden  
Chairman

CYPRESS HOMES, INC.

By:

---

Michael Blank  
Owner

RESOLUTION R-30-14

RESOLUTION APPROVING A 2014 BUDGET ADJUSTMENT OF \$10,000 FOR POOL SLIDE REHABILITATION WORK

Introduced by Ald. Keehan and Ald. Langdon

WHEREAS, it is in the best interest of the City to adequately maintain its swimming pool until a decision is made whether to build a new pool or rehabilitate the existing pool as identified in the 2015-2019 CIP plan; and,

WHEREAS, a new pool boiler was purchased and installed for approximately \$13,000 less than the \$33,000 that was budgeted (Account Number 100-0704-552.82-01) in 2014, and all Parks Budgets combined are expected to be under budget in 2014; and,

WHEREAS, it is advantageous to encumber \$10,000 of the \$13,000 of unspent budgeted funds for the purpose of rehabilitating the pool water slide so that a total of \$15,000 (\$5,000 in the 2015 budget) will be available for this work in 2015.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized and directed, per section 3-1-4 of the City of Menasha Municipal Code to transfer \$10,000 of unencumbered funds in account number 100-0704-552.82-01 for the purpose of rehabilitating the pool slide.

Passed and approved this 15th day of December, 2014.

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

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

I hereby certify that the foregoing resolution was duly adopted by the Menasha Common Council at a legal meeting on \_\_\_\_\_.



## MEMORANDUM

To: Common Council  
From: PRD Tungate **BT**  
Date: December 11, 2014  
RE: Resolution R-30-14, Pool Slide Work

At the December 8, 2014 Park Board meeting, members expressed support for this resolution. They cited the importance of keeping the slide safe and in good working condition for a few more years until a decision is made on a new or rehabilitated pool.

Additionally, use of 2014 pool funds for this much needed work should eliminate the need to pursue additional slide maintenance funding in 2016.



Resolution R-31-14

RESOLUTION APPROVING A 2014 BUDGET ADJUSTMENT OF \$5,000 FOR HEALTH DEPARTMENT  
EQUIPMENT

Introduced by Alderman Rebecca Nichols

WHEREAS, The City of Menasha received a \$5,000 check (honorarium) from the Food and Drug Administration (FDA) sent to Todd Drew, Registered Sanitarian, for his City of Menasha representation on the *FDA FREE-B (Food Related Emergency Exercise- Bundle) Scenario Development SME Panel* in 2014; and

WHEREAS, The City of Menasha has a number of equipment needs that have not been fulfilled due to budgetary constraints: and

WHEREAS, The funds received do not need to be expended on any specific purpose; and

WHEREAS, It is advantageous to encumber the \$5,000 received for the purpose of purchasing the needed Health Department equipment to enable the department to better serve our citizens.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Common Council that staff is hereby authorized and directed, per section 3-1-4 of the City of Menasha Municipal Code, to deposit received funds into account 100-0000-441.18-00 and utilize the funds to obtain needed Health Department equipment.

Passed and approved this 15<sup>th</sup> day of December, 2014.

ATTEST:

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Donald Merkes, Mayor

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Deborah A. Galeazzi, Clerk



## MEMORANDUM

TO: City of Menasha Common Council

From: Nancy McKenney, RDH, MS, Public Health Director

Date: December 15, 2014

RE: Resolution Approving a 2014 Budget Adjustment of \$5,000 for Health Department Equipment

### **BACKGROUND**

A \$5,000 check (honorarium) from the Food and Drug Administration (FDA) was sent to Todd Drew, Registered Sanitarian for his City of Menasha representation on the *FDA FREE-B (Food Related Emergency Exercise- Bundle) Scenario Development SME Panel* in 2014. These funds can be used for the purchase of new Health Department equipment.

Equipment requests were evaluated using three criteria: 1) multiple Department use; 2) ability to improve accuracy of work (e.g. expedite identification of health hazards, physician referrals); and 3) improvement in business processes.

### **ANALYSIS**

The following list of equipment

- *Housing Hazard Inspection Kit* - The kit may be used by multiple Departments (Menasha Police Department Code Enforcement, Building Inspection, and Public Health Department) for the assessment of housing health and safety issues (e.g. plumbing, electrical, heating systems, water intrusion, mold, vector issues).
- *Noise Meter* - The Noise Meter will be used by the Menasha Health Department to assess employee exposure to noise and identify required hearing protection and by the Police Department to measure noise in compliance with ordinances to address complaints.
- *Standard Light or Polarized Light Microscope* - This microscope will facilitate Indoor Air Quality Assessments (e.g. air borne mold, dust, fiber loads) and determine the need for mitigation.

- *Ammonia Meter* - Required for assessment of housing complaints involving accumulated pet waste (common). Numerous cases involving unfit properties have been based on measurement of ammonia in child occupied homes.
- *Blood Pressure Cuffs* - Blood pressure cuffs in multiple sizes are required for accurate screening and referral. Blood pressure screening is offered at the Senior Center, the Health Department, and in the schools.
- *Rabies / Wild animal sample kit* - This kit provides personal protective equipment and tools for the safe collection and transport of bats and other potential rabies carriers.
- *Audiometers* - Audiometers are machines used for evaluating hearing loss and making referrals. These funds allow for the replacement of one older, outdated audiometer (over 10 years old, replacement parts are not available). An audiometer of the same model and age was replaced earlier in 2014 due to equipment failure.
- *Swimming Pool Test Kit* - This kit is required for inspections.
- *Thermocouple* - Thermocouples are required for food inspections.
- *Weights and Measures Scale* - This scale replaces an older scale (over 15 years old) that can no longer be calibrated per State Department of Agriculture Metrology Lab.

### **FISCAL IMPACT**

By approving Resolution 31-14 to authorize the use of \$5,000 for Health Department equipment, there will be no fiscal impact on the budget.

### **RECOMMENDATION**

Staff recommends that Council adopt this resolution.