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, February 3, 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. Board of Health, 12/11/13
b. Board of Public Works, 1/20/14
c. City Hall Safety Committee, 12/5/13
d. Committee on Aging, 12/12/13
e. Library Board, 1/16/14
f. NMFR Joint Finance & Personnel, 1/28/14
g. NM Sewerage Commission, 1/8/14
h. Plan Commission, 1/21/14
i. Water and Light Commission, 12/18/14

Communications:

j. PRD Tungate, 1/30/14, 2014 Wisconsin Urban Forestry Council Award.
k. Winnebago County, Office of the County Treasurer, to Clerk Galeazzi, 1/22/14, Sale of Foreclosed Real Estate.
l. Thomas Franz, UW-Fox Valley, 1/22/14, Time Warner Rebroadcast Change.

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, 1/20/14

Board of Public Works, 1/20/14 – Recommends the Approval of:

2. Change Order – PTS Contractors, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01A; Revise Completion Date to January 31, 2014 (Change Order No. 5 and Final).
3. Change Order – Roger Bowers Construction, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01B; ADD: $3,978.33 and Revise Completion Date to January 31, 2014 (Change Order No. 3 and Final).
4. Payment – PTS Contractors, Inc.; Ninth Street Lift Station Improvements Project; Contract E-145-13-01A; $6,992.04 (Payment No. 2 and Final).
5. Payment – Roger Bowers Construction, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01B; $8,518.44 (Payment No. 3 and Final).
6. Authorization to Petition WisDOT for the Transfer of Ownership for the Traffic Signals at Manitowoc Road and Oneida Street (USH 10).

Plan Commission, 1/21/14 - Recommends the Approval of:

7. Subdivision Ordinance Variance Request by Steve Andrysczyk of Birling Court Extension to the variances to the lot frontage, street improvement and temporary cul de sac requirements due to the economic hardships imposed upon the building industry and the community related to the state of the national economy and that the community would benefit from the additional tax base resulting from the construction of a home on Lot 3. The variance is to be conditioned upon the street and utility improvements to be installed prior to the development of Lot 2.

Neenah-Menasha Fire Rescue, Joint Finance & Personnel, 1/28/14 – Recommends the Approval of:

8. Renew the Extended Contract for Statewide Structural Collapse Team Members from January 1, 2014 through December 31, 2014.
9. The purchase of a new command pick-up truck, including necessary accessories, for a total not to exceed $47,197.85 with funds from the 2014 Capital Improvement Budget.

H. ITEMS REMOVED FROM CONSENT AGENDA

I. ACTION ITEMS
   1. Accounts payable and payroll for the term of 1/17/14 to 1/30/14 in the amount of $872,365.32.
   2. Beverage Operators License Applications for the 2013-2015 licensing period.

J. ORDINANCES AND RESOLUTIONS
   1. R-3-14 Resolution Approving a Partial Property Tax Rescission. (Introduced by Mayor Merkes).
   2. R-4-14 Resolution Approving a Partial Property Tax Rescission. (Introduced by Mayor Merkes).

K. APPOINTMENTS

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. ADJOURNMENT

MEETING NOTICE
Common Council – Monday, February 17, 2014 – 6:00 pm
Committee meetings to follow Common Council

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

CITY OF MENASHA
BOARD OF HEALTH
Minutes
December 11, 2013

A. Meeting called to order at 8:15 AM by Chairman C. Rusin.

B. Present: Ruth Neeck, Dr. Teresa Rudolph, Lori Asmus, Candyce Rusin, Susan Nett

C. MINUTES TO APPROVE
   1. Motion to approve minutes from November 13, 2013 meeting made by R. Neeck and seconded by T. Rudolph. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
   1. November Communicable Disease Report distributed. Question on the probable pertussis case and whether or not the department was seeing an increase in the numbers again. S. Nett discussed there are still pertussis cases in Wisconsin but in less numbers than a year ago.
   2. Weight of the Fox Valley News updated distributed. Members had already received a copy by email from the United Way. No discussion.
   3. Flu Vaccine Update. S. Nett reported 437 adult doses of flu vaccine have been given. No adult doses are left. Still giving children's doses with 5 doses left of the .25 and 10 doses left of the .5 formulations. Influenza cases are starting to be reported on those who have been tested.
   4. Hepatitis C Virus Surveillance Summary distributed. T. Rudolph questioned if there was any additional information regarding testing of individuals ages 50's and 60's. S. Nett reported the only information was the earlier recommendation and nothing recent. S. Nett also pointed out how the summary discussed that was the age population with the greatest number of cases, however we are now starting to see increases in the younger populations especially since the increased numbers of heroin users who share needles.
   5. Consolidated Grant Update
      a. MCH Grant. S. Nett reported the negotiations are not completed as the state and the local health department cannot come to an agreement as to what is to be done to meet the objective for next year. S. Nett discussed how she can't agree to something that will be difficult at best for staff to achieve with the limited dollars that are available.
   6. United Way Dental Clinic Funds – 2014. S. Nett reported that she and the dental hygienist for the department met with the dentists on the N-M United Way dental board and discussed implementation of some additional programs for 2014 to meet the oral health needs of students in grades 6 and 9. The department will be receiving an additional $2000 to implement the new initiatives. At the end of 2014, an evaluation will be done to determine next steps in 2015.

E. ACTION ITEMS

1. Agreement to administer a retail food program for the Wisconsin Department of Agriculture, Trade, and Consumer Protection and authorize signature. S. Nett explained this was a renewal agreement required every two years following the required evaluation of the retail food program for the department. S. Nett and the sanitarian met with the state to discuss the recently completed evaluation. The state personnel were very complimentary of the program. The full evaluation will be shared with board members at the next meeting after the final report is received. Motion to approve the agreement to administer a retail food program for the Wisconsin Department of Agriculture, Trade and Consumer Protection and authorize signature made by L. Asmus and seconded by T. Rudolph. Motion carried.
2. Review fee for colorectal screening kit and authorize increase from $5.00 to $7.00 per kit. S. Nett explained the cost for the colorectal screening kits has increased. The cost per kit to the department is now $6. Discussion regarding whether or not the $7 per kit covers the cost of testing. S. Nett explained the $6 is the actual cost of the kit. It doesn't include the supplies associated with the testing such as the instruction and education paperwork, mailing costs etc. L. Asmus suggested $8 per kit fee which would be affordable and cover the ancillary supplies. Discussion again whether this was going to cover the supply costs. S. Nett felt it would and didn't want to increase the cost too much as that may affect participation. Motion to increase the cost for the colorectal screening from $5 to $8 made by T. Rudolph and seconded by R. Neeck. Motion carried.

F. HELD OVER BUSINESS

1. None

G. Motion to adjourn at 9:27 AM made by L. Asmus and seconded by R. Neeck. Motion carried. Next meeting January 8, 2014

DRAFT

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers
140 Main Street, Menasha
January 20, 2014
MINUTES

A. CALL TO ORDER
Meeting called to order by Chairman Taylor at 7:05 p.m.

B. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Taylor, Sevenich, Keehan, Zelinski, Englebert, Benner, Nichols
EXCUSED: Alderman Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, Engineering Supervisor Montour, Clerk Galeazzi

C. MINUTES TO APPROVE
1. December 16, 2013
Moved by Ald. Sevenich, seconded by Ald. Englebert to approve minutes.
Motion carried on voice vote.

D. ACTION ITEMS
1. Change Order – PTS Contractors, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01A; Revise Completion Date to January 31, 2014 (Change Order No. 5 and Final)

DPW Radtke explained the change order is to extend the contract completion date to January 31, 2014 to allow staff to prepare closing documents. There was a delay in receiving the final documents from the contractor.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Change order for PTS Contractors, Inc for Ninth Street Lift Station Improvements Project, Contract E145-13-01A, revise completion date to January 31, 2014 (Change Order No. 5 and Final)
Motion carried on roll call 7-0.

2. Change Order – Roger Bowers Construction, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01B; ADD: $3,978.33 and Revise Completion Date to January 31, 2014 (Change Order No. 3 and Final)

DPW Radtke explained additional items were needed to complete the project and it took additional time to settle final quantities and change order amounts with the contractor. The final cost of the project was less than the original contract.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Change order for Roger Bowers Construction Inc for Ninth Street Lift Station Improvements Project, Contract E145-13-01B, ADD $3,978.33 and revise completion date to January 31, 2014 (Change Order No. 3 and Final)
Motion carried on roll call 7-0.

DRAFT

3. Payment – PTS Contractors, Inc.; Ninth Street Lift Station Improvements Project; Contract E-145-13-01A; $6,992.04 (Payment No. 2 and Final)

DPW Radtke explained the final payment to PTS Contractor Inc. for the Ninth Street Lift Station Improvements Project.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Payment to PTS Contractors, Inc. for Ninth Street Lift Station Improvements Project, Contract E-145-13-01A, $6,992.04 (Payment No. 2 and Final)
Motion carried on roll call 7-0.

4. Payment – Roger Bowers Construction, Inc.; Ninth Street Lift Station Improvements Project; Contract E145-13-01B; $8,518.44 (Payment No. 3 and Final)

DPW Radtke explained the final payment to Roger Bowers Construction Inc for the force main portion of the Ninth Street Lift Station Improvements Project.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council Payment to Roger Bowers Construction, Inc. for Ninth Street Lift Station Improvements Project, Contract E145-13-01B, $8,518.44 (Payment No. 3 and Final)
Motion carried on roll call 7-0.

5. Authorization to Petition WisDOT for the Transfer of Ownership for the Traffic Signals at Manitowoc Road and Oneida Street (USH 10)

DPW Radtke explained the City and Town of Menasha installed the traffic signals at the intersection of Manitowoc Road and Oneida Street after the Department of Transportation rejected their request to have the DOT install and maintain the traffic signals. WisDOT has now expressed interest in assuming ownership of the signals as they have control of the adjacent signalized intersections of Oneida Street (USH 10) and Midway Road (CTH AP) and Oneida Street (USH 10) and Plank Road (STH 114). The State feels there would be a better traffic flow on Oneida Street if they own, maintain and coordinate all three intersections. The Town of Menasha has been contacted as there currently is an Inter-municipal Agreement for the operation and maintenance of the traffic signals. Staff is waiting to hear from the Town. Staff is recommending proceeding with petitioning DOT for the transfer of ownership of the traffic signals to the State.

General discussion ensued on the cost to maintain the signals, concerns of delays on Manitowoc Road approaches, pre-empting signals for emergency vehicles, and future rehabilitation and/or reconstruction of Oneida Street.

Moved by Ald. Sevenich, seconded by Ald. Englebert to recommend to Common Council authorization to petition WisDOT for the transfer of ownership for the traffic signals at Manitowoc Road and Oneida Street (USH 10).
Motion carried on roll call 7-0.

E. ADJOURNMENT
Moved by Ald. Nichols, seconded by Ald. Keehan to adjourn at 7:35 p.m.
Motion carried on voice vote.

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

City Hall Safety Committee Meeting

December 5, 2013

Meeting called to order at 1:35 PM.
Present: Kate Clausing, Vicki Lenz, Sue Nett, Sue Seffker, Todd Drew, Pam Captain, Adam Alix
Excused: Kristi Heim,
Guest: Aaron Zemlock

A. Motion to approve minutes from November 7, 2013 meeting made by V. Lenz and seconded by P. Captain - Motion carried.

B. Old Business

1. **Security Assessments**. Aaron Zemlock MPD reviewed the Health Department Security Assessment and discussed recommendations. Recommendations included:
   - security film on the entry door due to the door being made of tempered glass
   - maintain door between the waiting area and office area closed and locked to prevent ease of access to staff area.
   - Raising front counter and/or installing glass barrier
   - Installation of a peep hole on the back door to allow view outside back exit prior to opening door.
   - Lock and secure all interior office doors after hours.
   - Additional recommendation regarding additional lighting in the back of the building.
   - Recommendation to establish a Workplace Emergency Plan.

   Full report was provided to all Safety Committee Members. Aaron Zemlock will be invited back to the January meeting to discuss City Hall report.
2. **CVMIC MSDS Computer Program (update) –** An internal MSDS program will be worked on with the help of volunteers to scan in MSDS sheets. Scanned MSDS sheets will be linked to a data base and available at all network computers. T. Drew will discuss scan procedure with Patrick James-IT.

C. New Business

1. **Monthly Safety Topic** distributed and reviewed. "*Customers: Not Interruptions to our work... the Reason for it!*" This topic discussed good customer service and dealing with unhappy customers.
2. **Injury Review**. No injuries to report.
3. **New items for discussion** – No new items discussed

D. Training

1. **Security / Safety Training** –A. Zemlock working with Kara Homan Community Development to coordinate 30-45 minute informational sessions by department at City Hall.
2. **New training issues for discussion** – No new items discussed

E. Motion to adjourn at 2:40 PM made by S. Seffker and seconded by K. Clausing - Motion carried.

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
Minutes
December 12, 2013

A. Meeting called to order at 7:59 AM by Chairman J. Klundt.

B. Present: Mary Lueke, Lee Murphy, Tom Stoffel, Joyce Klundt, Jean Wollerman, Sue Nett
Excused: Sue Steffen
Absent: John Ruck

C. MINUTES TO APPROVE
1. Motion to approve minutes from November 14, 2013 meeting made by L. Murphy and seconded by M. Lueke. Motion carried.

D. REPORT OF DEPT HEADS/STAFF/CONSULTANTS
1. Senior Center Older Adult Director J. Wollerman reported senior center visits for November at 1356 which is less than last month and less than November of 2012. The center was closed for the Thanksgiving holidays and also closed for one day due to plumbing repairs which may have directly contributed to the lesser numbers. There will be a raffle starting 12-13-13 with the drawing for a quilt and other prizes in February 2014 to benefit the senior center renovation project. In addition, there will be a fundraising table of various items set up at the Y on Dec. 18th which will also benefit the renovation project. There are plans to add new art/craft classes. The last item J. Wollerman reported on was that she was currently completing staff evaluations. There will be a 2.5% wage increase in 2014.
2. Public Health Director S. Nett reported the senior center budget was formally adopted by the common council on November 18th. S. Nett also gave an update on the CDBG funding and reported that the city has not been notified yet when they will be able to start the architectural design work. The architect was notified of the grant award and would be notified when the actual design work could start. S. Nett informed committee members a new 60+ grant nurse has been hired and is training with K. Endres between now and the end of the year.

E. New Business
1. 2014 Accreditation Review. S. Nett reminded committee members that a section of the accreditation from 2009 would be covered at each meeting to prepare for the 2014 review.
a. Governing Body section reviewed. The ordinance will need to be updated to reflect a change referencing the committee on aging Y member title of the Active Older Adult Programming Coordinator of the N/M YMCA to Active Older Adult Director.
b. Governing Documents section reviewed. Resolution for the current planned renovation will need to be included. Also it is still unknown if a document exists showing authorization for the building of the current senior center. L. Murphy indicated the accreditation committee searched every record they could and never found the documentation.

c. Organizational Structure document will need to be changed to reflect the current involvement with the YMCA. J. Wollerman will work on this and bring a draft to the next COA meeting.
d. Mission/Purpose Statement has been revised by the COA members. Motion to accept this as the mission statement: "The mission of the Menasha Senior Center is to enhance the quality of life of older adults by providing educational, recreational, and social and wellness programs and to meet these needs as requested by the community", made by L. Murphy and seconded by M. Lueke. Motion carried.
e. Advisory Board. This will be addressed at the next committee on aging meeting.

F. HELD OVER BUSINESS
None

G. Motion to adjourn at 9:37 AM made by L. Murphy and seconded by T. Stoffel. Motion carried. Next meeting January 9, 2014.

DRAFT

MINUTES OF REGULAR MEETING

ELISHA D. SMITH PUBLIC LIBRARY TRUSTEES

Elisha D. Smith Public Library

January 16, 2014

Call to order at 4:01 p.m. by Vice President Mary Crawmer

Present: Eisen, Golz, Kiley, Nichols, VanderHeyden, Wicihowski, Harvey (teen rep)
Absent: Murray
Also present: Director Lenz, K. Beson (Children's Services Supervisor), C. Brandt (Support Services Supervisor), J. Bongers (Adult Services Supervisor)

Authorization of Bills
A motion to authorize payment of the January 2014 list of bills as presented was made by Nichols and seconded by VanderHeyden. Motion carried unanimously.

Consent Business
The following Consent Business items were presented for the Board's consideration:
Approve Library Board meeting minutes from December 19, 2013
Accept Policies & Personnel Committee meeting minutes from December 18, 2013

Motion to approve the Library Board meeting minutes of December 19, 2013, and accept the minutes of the Policies & Personnel Committee meeting of December 18, 2013, was made by Golz and seconded by Wicihowski. Motion carried unanimously.

Director's Report/Information Items
1. December Statistics. Overall annual circulation is very close to the same as last year. The door count during December was down significantly from last year, which may reflect the harsh winter we're having. Combining drop-in programs and regular programs with last year's totals put them on a par. Beginning next month, these will be divided for a continuous year, and the statistics will be more readily comparable. Website statistics will now be gathered for us at the Winnefox office using Google Analytics, which accounts for the difference in numbers.

2. Current Budget Status. As of the beginning of January, 95% of the 2013 budget funds have been spent. After factoring in the bills listed on the register approved at this meeting, there should be small carryover to 2014.

3. Endowment Report. The endowment recently received $4,675 in various donations. An annual report will be distributed at the February meeting.

4. Staff Reports. Kathy Beson distributed an annual report of activity in the Children's Department. Joe Bongers provided an overview of the materials budget and offered an update on the progress of accepting credit card payments using Square Register. Director Lenz discussed the budget implications of the library's sick leave payout benefit as it pertains to the retirement of the Office Manager.

5. Strategic Plan Annual Review. Trustees reviewed a status update to the 2013 – 2018 strategic plan.

Discussion/Action Items

6. Office Manager Position. The board discussed proposed changes to the Office Manager position, including changes to the title, duties, and pay scale.

Motion

A motion was made to change the Office Manager position and pay scale to an Administrative Assistant position with a pay scale of $17.00 to $21.23 per hour by Vanderheyden and seconded by Kiley. Motion carried unanimously.

7. Trustee Essentials. Teen representative Aaron Harvey reviewed Chapter 15, The Library Board and the Public Records Law.

Director Lenz reminded trustees of the WLA Library Legislative Day in Madison in February.

Adjournment

Motion to adjourn the meeting at 4:55 pm by Kiley and seconded by VanderHeyden. Motion carried unanimously.

Respectfully submitted,
Joseph Bongers, Recording Secretary

Neenah-Menasha Fire Rescue
Joint Finance & Personnel Meeting
January 28, 2014 – 5:30 p.m.
Hauser Room – City of Neenah

Present: Ald. Stevenson, Benner, Ramos and Ahles.

Excused: Ald. Langdon and Englebert.

Also Present: Chief Auxier, Director Easker, Office Manager Theisen, Shift Commander Dan Schultz and Driver/Engineer Amos Mikkelson.

Members of the Public Present: Jim Dunbar, Local 275 Vice-President.

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

Meeting Minutes: The Committee reviewed the meeting minutes from December 3, 2013. **MSC Stevenson/Ahles to approve the December 3, 2013 meeting minutes, all voting aye.**

Budget Report: The Committee reviewed the preliminary 2013 year-end budget report. Ald. Stevenson asked how long it takes for the adjustments to be completed. Director Easker said they completed the salaries and fringes today and the final invoices will be completed by the end of the month. Chief Auxier and Director Easker did discuss some budget carry forwards they will be requesting in the near future. These include Maintenance of Software, Computer Software and Computer Hardware Outlay and are due to projects for the new MDC software that were to be completed in 2013. However, there was delay with implementation of these, due to the new radio system, and Winnebago County will move forward with this in March.

Director Easker noted there is an $11,000 charge for a liability claim that was settled by the City of Neenah and he explained the City of Neenah does budget reserve money for potential claims. However, money is not set-aside in NMFR's budget for potential claims. This is due to our budget being funded by two different Cities each City may chose to fund this in different ways. Ald. Ahles suggested we do look at options to budget for this in future budgets since we have a $100,000 deductible and suggested each City could fund this through their own liability fund versus trying to set aside money every year in our operating budget. Ald. Benner asked Director Easker and Chief Auxier to talk to Director Steeno to find out options for funding this for future years and bring this back to the Committee for discussion and recommendation to both Councils. **MSC Stevenson/Benner to approve the preliminary 2013 budget report and place on file, all voting aye.**

Activity Reports: The Committee reviewed the December and 2013 year-end activity and automatic aid reports. **MSC Stevenson/Benner to approve the December and 2013 year-end activity and automatic aid reports, and place on file, all voting aye.**

Consideration and Action on Quint 32 Repair Work: Chief Auxier discussed the corrosion repair work for Quint 32. Unfortunately, this repair work is not something we anticipated but due to the winter we are experiencing, and the amount of salt that is being used on the roads, this has caused more rust and bubbling on the vehicle. While we were obtaining quotes for the corrosion work it was noted there is some rust showing on the platform. It is suggested we try to take care of both of these items before the rust gets worse on the platform and it will cost less for them to take care of this now versus having the work for the platform only at a later date. He also noted Quint 32 did have transmission issues today. At this time we do not know the extent of the mechanical issues, as it will be towed to a vendor tomorrow morning.

Chief Auxier did discuss possible funding for this work with both Mayors and Director Easker. Mayor Scherck and Director Easker felt we could carry forward funds from 2013. Mayor Merkes is asking that we find monies in our 2014 budget versus carrying forward funds. The Committee reviewed the quotes from both vendors. Ald. Benner suggested we start budgeting funds for corrosion work in future budgets as we are keeping trucks longer and this will continue to be a problem. Discussion was held on funding this with 2014 Capital Improvement Budget. All members expressed concern funding this with 2014 CIP monies would delay the purchase of equipment the Department felt they needed to replace this year. If it is funded through the 2014 vehicle maintenance account then this account will be over in 2014 and eventually the monies will have to come from both Cities to cover these costs.

Ald. Ahles is not comfortable funding this project with CIP dollars as these are borrowed dollars and this vehicle is not something we expect to have for another 10 years. He would like to see if we have money in a capital reserve fund versus funding this through future borrowed dollars. The Committee directed Chief Auxier and Director Easker to look at the total 2013 budget and see what funds may not have been used and would be returned to each City. They will then consider this request at the next meeting. This will also give the Department time to find out what the costs are for the mechanical issues that came up today.

Consideration and Action of Statewide Structural Collapse Team: The Committee reviewed the Extended Contract for Statewide Structural Collapse Team Members. Chief Auxier noted both City Attorneys did review this contract prior to the meeting and they both approved the contract. There are no language changes from 2013 to 2014. **MSC Ald. Stevenson/Benner recommends the City of Neenah and the City of Menasha Common Council's renew the Extended Contract for Statewide Structural Collapse Team Members from January 1, 2014 through December 31, 2014, all voting aye.**

Consideration and Action on Purchase of new Command Vehicle: The Committee reviewed the information provided to purchase a new command vehicle. Cost

comparisons were reviewed between two different pick up trucks. Ald. Ahles requested the Department to contact local dealer in Neenah and Menasha to see if they could match the State bid price before it is purchased. A lengthy discussion was held on operations of the command vehicle, how it would function with a pick-up truck versus a suburban, how access to equipment is gained and pros and cons of each vehicle and the different kind of equipment used on the command vehicle. SC Schultz explained the Department feels purchasing a pick up truck would meet our current operations for a command vehicle; it would help us with the ability to haul equipment and serve as a back-up towing vehicle. It meets the needs of an inspector vehicle, and staff vehicle, as we cycle our vehicles through the fleet so we can use these for around 20 years. A pick up truck is cheaper than a suburban and allows us to stay within the approved budget for this vehicle. **MSC Stevenson/Benner recommends the City of Neenah and the City of Menasha fund the purchase of a new command pick up truck, including necessary accessories, for a total not to exceed $47,197.85 with funds from the 2014 Capital Improvement Budget, all voting aye.**

Staffing Updates: Chief Auxier updated the committee on three staff members who are off due to various injuries and how this is affecting current staffing.

FVTC Lease Agreement: Chief Auxier noted Fox Valley Technical College intends to vacate their space at Station 31 and terminate their lease agreement. This will affect our budget by $45,000 due to their payment of rent paid, utilities and a share of maintenance costs. He is looking for direction from the Committee on suggestions for this space. Ald. Ahles suggested Chief Auxier check with Gold Cross and NJSD to see if they have an interest in leasing this space. Chief Auxier did talk to some of the area fire departments and they have no interest in leasing this space for training. The Committee directed Chief Auxier to formally communicate to both Cities Mayors, Community Development Directors and Department Heads to see if they have options for the space and bring back this information to a future meeting.

MSC Ahles/Stevenson to adjourn at 7:00 p.m., all voting aye.

Respectfully Submitted,

Al Auxier
Chief

AA/tt

NEENAH-MENASHA SEWERAGE COMMISSION

Regular Meeting

Wednesday January 8, 2014

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

Present: Commissioners Mike Sambs, Steve Coburn, Jim Gunz, Raymond Zielinski, Dale Youngquist; Manager Randall Much, Accountant Roger Voigt.

Excused: Commissioners Kathy Bauer, Tim Hamblin.

Also Present: Tom Kispert (McMAHON); Rob Franck, Paul Much, Thomas Lamers (MCO).

December 17, 2013 Meeting minutes: Motion by Commissioner Zielinski, second by Commissioner Gunz to approve the minutes from the December 17, 2013 Regular Meeting. Motion carried unanimously.

Correspondence

The following correspondence was discussed:

December 17, 2013 letter from Menasha Deputy City Clerk Sue Strauss to Ray Zielinski.
RE: Reappointment as Commissioner to the NMSC for a 3-year term.

December 24, 2013 letter from Town of Neenah Clerk/Treasurer Ellen Skerke to Steve Coburn.
RE: Appointment as Commissioner to the NMSC to fill the unexpired term of Gordon Falck.

December 30, 2013 letter from Attorney Kevin Lyons, Davis & Kuelthau to Attorney John Thiel.
RE: Return of overpayment by the NMSC to Davis & Kuelthau.

January 2, 2014 letter from Aaron Heintz, Wisconsin Dept. of Administration to Kathy Bauer, NMSC.
RE: NMSC required to file 2013 Federal Single Audit Report.

Old Business

Evaluation of NMSC metering stations. Manager Much reported there is no new information to report.

Industrial Contract with Sonoco/U.S. Paper Mills. Manager Much reported there is no new information to report.

New Business

Operations, Engineering, Planning

Phosphorus Removal – Tom Kispert reported the written report for the ACTIFLO Pilot Study was received yesterday; January 7. Chad Olsen will be at the next meeting to discuss the results.

Construction Progress Update. Tom Kispert reminded the Commission that the substantial completion date was December 31st; there is a 36-page punch list of items to complete. Manuals and forms are being collected; costs are being incurred by the Commission since these items are not complete. The additional costs are being tracked for deduction from the contractor. Commissioner Gunz questioned if the Commission will be billed for the extra time and then we will recoup these costs from the contractor; Tom indicated yes, as a deduction to the contract amount. Tom also reported the contractor has been aware of this for several months. Tom reviewed his memo on the progress and status of the plant modifications.

After further discussion on the ongoing work, motion by Commissioner Gunz, second by Commissioner Zielinski to approve change order #34 for a contract increase of $24,435.00 with August Winter & Sons, Inc. for plant modifications. Motion carried unanimously. Tom further reported on proposals that are currently pending for change orders.

Tom Kispert reported a technician from HSI is scheduled to be at the treatment plant sometime between January 15 - 17. Two quotes have been received to replace the blowers; the quotes received were based on the original scope for the project. The quote from Hoffman is for 5 blowers at a cost of $925,000, plus installation; the quote from ABS is for 4 blowers at a cost of $830,000, plus installation. There is potential for deductions on the quotes if piping and equipment currently installed can be used; more information will be known by the next meeting.

Commissioner Sambs questioned the status of the project costs; Tom responded the project cost is on target from the original estimates.

Manager Much discussed the proposed new local metal limits for the pretreatment program. The local limits are being increased. The DNR has reviewed the changes; they also published the changes and held a public hearing on the changes. The NMSC will need to amend the current ordinance (NMSC Ordinance 94-1) to implement these changes. Each of the contracting municipalities will also need to amend their pretreatment ordinances with the same wording. We will plan to have the amendment approved at the next meeting. Commissioner Zielinski questioned if there is a timetable that needs to be met; Manager Much indicated there is not.

Budget, Finance, Personnel

Motion by Commissioner Gunz, second by Commissioner Zielinski to approve Operating and Payroll Vouchers #134144 thru #134189 in the amount of $301,863.52, and Construction Vouchers #222 thru #223 in the amount of $1,909,643.38 for the month of December 2013. Motion carried unanimously.

Other Matters

2014 Meeting Dates. Commissioners reviewed the 2014 calendar for meeting dates. It was the consensus to hold the meetings on the 4th Tuesday of each month from January through November and the December meeting will be held on the 3rd Tuesday (December 16, 2014).

Election of Officers. Motion by Commissioner Gunz, second by Commissioner Sambs to maintain the officers of President, Vice-President, and Secretary by acclamation. Motion carried unanimously. President Youngquist appointed Commissioner Bauer as Treasurer. Motion by

Commissioner Gunz, second by Commissioner Sambs to accept the appointment of Commissioner Bauer as Treasurer. Motion carried unanimously. The officers for the next 12 months are: President – Dale Youngquist, Vice-President – Raymond Zielinski, Secretary/Treasurer – Kathy Bauer.

Motion made by Commissioner Gunz, seconded by Commissioner Sambs to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:42 a.m.

_____ _____

President Secretary

CITY OF MENASHA
Plan Commission
Council Chambers, City Hall – 140 Main Street
January 21, 2014
DRAFT MINUTES

A. CALL TO ORDER

The meeting was called to order at 3:35 PM by Mayor Merkes.

B. ROLL CALL/EXCUSED ABSENCES

PLAN COMMISSION MEMBERS PRESENT: Mayor Merkes, Ald. Benner and Commissioners Cruickshank, Sturm and Schmidt.

PLAN COMMISSION MEMBERS EXCUSED: DPW Radtke and Commissioner DeCoster

PLAN COMMISSION MEMBERS ABSENT: None.

OTHERS PRESENT: CDD Keil, Andy Johnston and Steven Andrysczyk

C. MINUTES TO APPROVE

1. **Minutes of the January 7, 2014 Plan Commission Meeting**
Motion by Comm. Schmidt, seconded by Comm. Sturm to approve the January 7, 2014 Plan Commission meeting minutes. The motion carried.

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

1. No one spoke.

E. COMMUNICATION

1. **Jefferson Park Master Plan RFP/RFQ**

F. DISCUSSION

1. **Auto Sales – S & S Jaber – 332 Ahnaip Street (Luigis) – Proposed Site Plan Changes**
This item was withdrawn.

G ACTION ITEMS

1. **Subdivision Ordinance Variance Request – Steve Andrysczyk – Birling Court Extension**
CDD Keil stated that the owner of the 3 lots within CSM 3095 has requested a variance from the Subdivision Ordinance requirements relating to lot frontage, street improvement and temporary cul de sac requirements to enable the construction of a dwelling on Lot 3 of the CSM prior to extending the public street, sewer and water facilities. The lot would be accessed by a paved driveway extending from the proposed home to the existing pavement surface on Birling Court. Water and sewer service would likewise be extended from the terminus of Birling Court. CDD Keil stated that the owner contacted Waverly Sanitary District and that it does not object to the lateral extensions.

The property owner stated that he has been unable to sell the lots for the past six years and he is not able to afford the cost of extending the street and utilities to service the properties. He now has a buyer for Lots 2 and 3, but the purchaser is not willing to extend the improvements at this time. The seller and the buyer are requesting that the installation of the improvements be deferred until the property to the west is developed and the street extension becomes necessary to serve that development.

Commissioners discussed:

- Applicability of the Deferred Assessment Policy
- Driveway configuration and surfacing
- Driveway access to Lot 3
- Refuse and recyclables collection
- Snow plowing
- Setting a precedent by granting a variance
- Recording the variance to inform future property owners

Motion by Comm. Sturm, seconded by Comm. Cruickshank to recommend approval of the variances to the lot frontage, street improvement and temporary cul de sac requirements due to the economic hardships imposed upon the building industry and the community related to the state of the national economy and that the community would benefit from the additional tax base resulting from the construction of a home on Lot 3. The variance is to be conditioned upon the street and utility improvements to be installed prior to the development of Lot 2. The motion carried with Comm. Schmidt voting no.

CDD Keil is to obtain comments on the variances from the Fire and Public Works departments to forward to the Common Council.

Ald. Benner commented on the basis for the variances contained within the memo and felt that the variance should relate more to conditions unique to the property.

2. **Province Terrace Trail Relocation and Bike / Pedestrian Accommodations in the Province Terrace Corridor** This item was held.

H. ADJOURNMENT

Motion by Ald. Benner, seconded by Comm. Cruickshank to adjourn at 4:28 PM. The motion carried.

Minutes respectfully submitted by CDD Keil.

REGULAR MEETING OF THE WATER AND LIGHT COMMISSION

December 18, 2013

Draft

Commission President Allwardt called the Regular Meeting of the Water and Light Commission to order at 8:00 a.m., with Commissioners **Don Merkes**, **Joanne Roush**, and **Dan Zelinski** present on roll call. Also present were **Melanie Krause**, General Manager; **Steve Grenell**, Project Engineer; **Tim Gosz**, Water Plant Supervisor; **Kristin Hubertus**, Business Operations Accountant; **Paula Maurer,** Customer Services Manager; **Lonnie Pichler**, Electric and Water Distribution Supervisor; and **John Teale**, Technical Services Engineer.

Those absent were: Commissioner Kordus.

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

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

A. Minutes of the Regular Meeting of November 27, 2013
B. Approve and warrant payments summarized by checks dated December 5 - 18, 2013, which includes Net Payroll Voucher Checks, Void O & M Check #500150, and Operation and Maintenance Voucher Checks for a total of $540,390.58, and Operation and Maintenance Vouchers and Rebates to be paid prior to the next Regular Meeting. Motion approved unanimously on roll call
C. Correspondence as listed:
   Copy of Order #09-C-0122 from the United States District Court For the Eastern District of Wisconsin dated November 7th Re: Termination of Sierra Club Consent Decree
   Copy of letter dated November 27 from UW Fox Valley Foundation RE: Scholarship for the 2014-15 Academic Year

Item IV. Claims Against The Utility – Electric and Water Distribution Supervisor, Pichler, gave details of the incident. Comm. Roush requested that information be sent to customers advising them to install power conditioning equipment to protect themselves against these situations.

After discussion the motion by Comm. Allwardt, seconded by Comm. Roush was unanimously approved to issue a formal notice of disallowance for the claim of Trinity Lutheran Church & School, 300 Broad Street, and that they be advised of their statutory rights pursuant to Wis. Statute §893.80.

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

Item VI. Unfinished Business, Source Water Sampling Pre-Treatment Basin Study – Water Plant Supervisor Gosz updated the Commission on the Pre-Treatment Basin Study, stating the water characteristics show improvement as it travels thru the basin.

Bromide Update – Mr. Gosz presented information on bromide.

Item VII. New Business, Update on Union Recertification – General Manager Krause stated the Union voted not to recertify on December 11th, 2013.

Employee Handbook and Changes to Employee Handbook for 2014 – Ms. Krause explained the Draft Employee Handbook was created by merging the current Bargaining Agreement and the Employee Work Rules & Policy book; changes to this merged document were due to legal reasons, current practices, and policy updates. In addition to the Draft Employee Handbook other items to change for 2014 were recommended to the Commission.

A lengthy discussion ensued between staff and Commissioners regarding the recommended items to change. The major items discussed were overtime and sick leave policies.

Commissioners requested that Management schedule meetings with employees to review the recommended items for the Commission to consider and report back at the January Commission meeting. Suggested parameters were given; not creating a liability and maintaining a neutral cost compared to previous years for sick leave.

Commissioner Zelinski and Technical Services Engineer departed at 9:00 a.m.

In the absence of Secretary Zelinski, Commission President Allwardt appointed Commissioner Merkes as acting secretary.

The motion by Comm. Merkes, seconded by Comm. Roush was unanimous to approve the Employee Handbook, as presented, not including the "Changes to the Employee Handbook for the Commission to Consider".

Wage Increases for 2014 – Commissioners discussed a base pay increase for 2014 and requested that Management work with employees to create a merit pay plan based on goals and performance.

The motion by Comm. Merkes, seconded by Comm. Allwardt was unanimous on roll call to approve a 1% base wage increase across the board.

Project Engineer Grenell departed at 9:37 a.m.

Process for General Manager's Evaluation – Commission President Allwardt stated the process of evaluation would be similar to last years with discussions being held with the management team in January.

2014 Commission Meeting Calendar – Commissioners discussed the proposed meeting schedule for next year. Commissioner Roush suggested changing the November meeting from November 26th to November 19th.

The motion made by Comm. Merkes, seconded by Comm. Roush was unanimous to approve the 2014 Commission Meeting Calendar with November's meeting changed to November 19th.

Item VIII. Strategic Reports, Monthly Strategic Initiative Update – The November report was discussed. Mrs. Krause added Menasha Utilities was recognized by the Wisconsin Clean Transportation program for leadership in the advancement of alternative fuels and technology in the state of Wisconsin.

November Financial and Project Status Reports – Electric consumption increased by 0.27% compared to budget with year-to-date coming in at budget; revenues are down due to the difference in budgeted PCAC, ECA and DCA rates; and the cost of power was lower than budget by 5.7%. The projected year end net cash balance is expected to meet the budgeted goal.

Water usage increased 17.15% compared to budget driven primarily by an industrial customers increase usage and overall consumption for the year is up 11.18%. Chemical costs are higher than budget by $2,500 for November with year-to-date total at 8% less than budgeted.

The router for the WiscNet internet connection was purchased for the Telecommunications Utility.

Costs have begun for the GE equipment removal on the Steam Utility Financials.

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

Project Reports, Water Plant Projects – The High Lift Water Main Replacement and the West Basin Repair Project are both complete.

Metering Practice & Plan – Work is scheduled to begin on the service manuals.

Steam Plant RFP – Details of the 5 proposals received are being reviewed by staff and will be presented to the Commission soon.

Item IX. No one from the Gallery was heard on any items discussed at this Meeting.

Item X. The motion by Comm. Allwardt, seconded by Comm. Roush, was unanimously approved on roll call to convene into Closed Session pursuant to Section 19.85 (1) (c) of the Wisconsin Statutes for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. RE: Performance Evaluation of General Manger.

By:	MARK L. ALLWARDT President	DAN ZELINSKI Secretary	DON MERKES ACTING SECREATRY

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

City of Menasha • Department of Parks, Recreation, Forestry and Cemeteries

Menasha

MEMORANDUM

To: Menasha Common Council

From: PRD Tungate BT

Date: January 30, 2014

RE: 2014 Wisconsin Urban Forestry Council Award

The City of Menasha has received a 2014 Wisconsin Urban Forestry Council Award for its "30 for 30 partnership project" with CN. The award was presented at last week's annual Wisconsin Arborists Association Conference in Green Bay. Plans are being made to have the award presented again at a future Common Council meeting.

140 Main Street • Menasha, Wisconsin 54952-3151 • Phone (920) 967-3640• Fax (920) 967-5272
www.cityofmenasha-wi.gov

2014 Wisconsin Urban Forestry Council Award Recipients

The Wisconsin Urban Forestry Council presents annual awards to outstanding individuals, organizations, communities and tribes that further urban forestry in Wisconsin. The awards are announced each year at the annual Wisconsin Urban Forestry Conference and presented to winners in their community. The categories of awards and selections for 2014 are:

Distinguished Service award recognizes an individual for their outstanding contributions to urban forestry in Wisconsin.

Laura DeGolier of Fond du Lac is this year's recipient in recognition of her volunteer work and leadership in maintaining the Greenway Arboretum, including its hundreds of trees, recruiting and coordinating volunteers and as a tireless advocate for natural resources including invasive species removal, water sampling, landscape and trail maintenance at two city parks, and spearheading the city's efforts to become a Bird City Wisconsin. And all of this as a volunteer.

Project Partnership award recognizes outstanding projects that utilize partnerships as a means of providing services or benefits to the urban forest. We have two recipients this year.

Sparta High School Earth Club, partnering with Century Foods International of Sparta, the City of Sparta, Polar Bears International and Milwaukee County Zoo for the "Trees For You and Me" project and "Tree Planting for Climate Change". These award winning projects combined recycling, grants, and old fashioned fundraising to benefit the City of Sparta's forestry program. The group's efforts resulted in a long term partnership project that has resulted in a healthier and more diverse urban forest. It has had tremendous impact on the community's trees to the tune of approximately $23,000 over 10 years.

Menasha and CN for "30 for 30 Partnership Project", while celebrating 30 years as a Tree City USA. The city, CN, and numerous volunteer groups teamed up to improve the long term health and diversity of the urban forest, provide education, and instill ownership in the community. As a result, 240 trees were planted. 30 in each of the City's aldermanic districts and over 100 volunteers participated. What a great way to celebrate 30 years.

Innovation: This award recognizes the creativity, commitment and success of urban forestry efforts. We have two recipients in this category as well this year.

Bob Wesp, Dwayne Sperber and City of Milwaukee for Urban Wood Utilization. Urban Wood Utilization is taking on a higher profile for several reasons. Promoting the best use of what has been called wood waste in the past is becoming more crucial with time and this team has been innovative and working hard at developing a market for urban wood resulting from necessary tree removals. It has resulted in less wood going into landfills, less cost to taxpayers, and a higher use of our urban resources.

Mequon Nature Preserve Reforestation Program. This program involves planting thousands of trees, invasive species removal, new walking trails, and an environmental science program. Goals include restoring forest canopy, contributing to research, addressing environmental concerns, and increasing biodiversity of an urban forest . The Mequon Nature Preserve serves over a million people who live throughout the metropolitan Milwaukee area.

Lifetime Achievement: This award recognizes outstanding contributions to urban forestry in Wisconsin demonstrated throughout a lifetime career.

Todd Ernster is this year's recipient. Todd is currently the City Forester for the City of Stevens Point where he has worked for the past 25 years. Todd worked his way up through the ranks from arborist after graduating from UWSP. He has continued a fine tradition of Tree City USA accomplishments. Responsible for authoring the city's specifications for protecting trees during construction activities, he has also developed brochures, signage on busses, website information, provided information to newspapers, the Park Board and the Common Council. Todd has been on the WAA program committee giving back to his profession. He shares his expertise by helping the WIDNR on the Community Tree Management Institute. And he mentors students every year while they perform seasonal duties for the city. Todd has given much to our industry and it's a pleasure to recognize him with this award.

MARY E KRUEGER
County Treasurer

DIANA HELLMANN
Deputy Treasurer

415 JACKSON ST., PO BOX 2808
OSHKOSH WI 54903-2808

(920) 236-4777
FAX (920) 303-3025
treasurer@co.winnebgo.wi.us

Winnebago County

Office of the County Treasurer

The Wave of the Future

January 22, 2014

DEBBIE GALEAZZI
CITY OF MENASHA CLERK
140 MAIN ST
MENASHA WI 54952

Re: Sale of Foreclosed Real Estate

Dear Debbie:

According to Wisconsin State Statute 75.69(4), tax delinquent real estate cannot be sold by the County unless notice of the sale is mailed to the municipal clerk at least 3 weeks prior to the time of the sale. Enclosed is a copy of the Notice of Sale, which includes real estate from your municipality.

Winnebago County will be advertising the attached listing of property in the Oshkosh Northwestern on January 27, February 3 & 10, 2014. Sealed bids will be accepted in the County Clerks Office until 4:00 p.m. on Monday, February 10, 2014. The bids will be opened at 4:05 p.m. on Monday, February 10, 2014 in the Treasurer's Office.

Please consider this your 3-week notice and if you have any questions regarding the sale of the real estate in your municipality, please do not hesitate to contact my office.

Sincerely,

Mary E. Krueger
Winnebago County Treasurer

Enclosure: as noted

RECEIVED
JAN 23 2014
CITY OF MENASHA
BY_____

LEGAL NOTICE

SALE OF TAX DEED PROPERTY BY WINNEBAGO COUNTY

Sealed bids will be accepted at the office of the Winnebago County Clerk, 415 Jackson St., Oshkosh, WI 54901 at any time up to and including 4:00 P.M., **February 10, 2014**, for the purchase of the parcels of property described below in accordance with Wisconsin Statute 75.69. Bids will be opened at 4:05 P.M., **February 10, 2014**, in the Winnebago County Treasurers Office.

Winnebago County acquired these properties by foreclosure per State Statutes, and will sell them by bid, providing such bid meets or exceeds the minimum bid amount. The County reserves the right to reject any and all bids, or accept the bid most advantageous to Winnebago County. A good faith deposit of 10% of the bid amount must accompany all bids, same to be refunded to all but the successful bidders. You must identify "SEALED TAX DEED BID" on the face of the envelope.

If no bid equals or exceeds the minimum bid amount, the property may be sold by the County Treasurer at any later date, without further notice for at least the minimum bid amount.

Winnebago County will transfer the property by quit claim deed upon closing. Closing to be held within 60 days of bid acceptance.

For additional information call the Winnebago County Treasurer's Office at (920) 236-4777.

<u>VACANT LAND</u>

TOWN OF MENASHA
Parcel No. 008-1245
2414 Gmeiner Rd, Appleton
Suggested Value $10,000.00

TOWN OF NEENAH
Parcel No. 010-0178 (1/2 interest)
Rickers Bay Rd, Neenah
Suggested Value $50.00

TOWN OF POYGAN
Parcel No. 020-0467-01-01
Eureka Rd, Omro WI
Suggested Value $4,000.00

TOWN OF RUSHFORD
Parcel No. 022-0702-02
River Rd, Berlin WI
Suggested Value $4,000.00

TOWN OF WINNECONNE
Parcel No. 030-3022
6743 Whitetail Dr, Winneconne
Suggested Value $12,000.00

TOWN OF WOLF RIVER
Parcel No. 032-0655
Archer Dr, Fremont
Suggested Value $100.00

CITY OF MENASHA
Parcel No. 701-0509
Formerly 428 Sixth St, Menasha
Suggested Value $15,000.00

CITY OF NEENAH
Parcel 802-1500
S Commercial St & Castle Oak, Neenah
Suggested Value $100.00

CITY OF OSHKOSH
Parcel No. 904-0347
E Parkway Ave, Oshkosh
Suggested Value $2,000.00

CITY OF OSHKOSH
Parcel No. 911-0314
Evans St, Oshkosh
Suggested Value $2,000.00

Debbie Galeazzi

From: Frantz, Thomas [thomas.frantz@uwc.edu]
Sent: Wednesday, January 29, 2014 3:20 PM
To: Ellen Totzke (ellen.totzke@appleton.org); James Godlewski (jgodlewski@ci.neenah.wi.us); Tim Plagenz (tplagenz@town-menasha.com); Debbie Galeazzi
Subject: Time Warner Rebroadcast Change

You may remember that Time Warner expressed a desire quite some time ago to cease having their personnel involved in getting the municipal meetings on the access channel. Initially their goal was to cease involvement at the end of 2013. They investigated options of having the programs broadcast from here.

You may also have heard that the City of Green Bay expressed interest in performing that function. For whatever reasons, Time Warner exercised the Green Bay option. Green Bay has since invested in the necessary equipment and has been conducting tests with Time Warner to make their that the equipment, transmission lines, and associated processes work.

I should point out that more local option remains a possibility, if the municipalities decided it was in their best interests at some future date.

For the last month or so, we've also been experimenting with the process to digitize and upload municipal meetings to Green Bay. My initial concerns were tied to finding a suitable process on our end, and also the associated time—paying particular attention to turnaround and meeting deadlines. We continued to deliver programs to Time Warner "the old fashioned way" so that the broadcasts to the public were not affected during the experimental period.

At this point we (UWFox and Green Bay) are reasonably confident we have a good process in place and have a good understanding of the time issues.

At this point I have not told Time Warner we will cease to deliver the programs to their office. I didn't plan on doing that until we had the bugs worked out on our end and I had a chance to bring you into the loop.

So all the above is good to know. How does it affect the municipalities? It really doesn't except that UWFox will spend more time on the render/uploading/ transmission time of the programs and we'll add those costs to each of the municipalities. Generally speaking the render/upload times add an additional half hour of production time for each hour of meeting time. Those things happen as separate processes. We sought the most economical method to accoplish this during our experimental phase. We'll use the same rate we use for shooting/editing functions $30/hr.

So if your meeting is 1 hour long, we'll bill 1 hour for shooting + 1 hour for editing/date time insertion and now an additional ½ hour for render/upload to Green Bay. So $30 (shooting) + $30 (editing) + $15 (render/upload) = $75

I will let you know when Green Bay begins to transmit our programs and Time Warner's involvement ends.

Let me know of your questions or concerns.

Thanks and stay warm.

Thomas Frantz
Director of IT
University of Wisconsin Fox Valley
1478 Midway Rd.
Menasha, WI 54952

DRAFT

CITY OF MENASHA
COMMON COUNCIL
Third Floor Council Chambers
140 Main Street, Menasha
Monday, January 20, 2014
MINUTES

A. CALL TO ORDER
Meeting called to order by Mayor Merkes at 6:00 p.m.

B. PLEDGE OF ALLEGIANCE
Moment of Silence was observed in honor of Dr. Martin Luther King, Jr. Day

C. ROLL CALL/EXCUSED ABSENCES
PRESENT: Aldermen Taylor, Sevenich, Keehan, Zelinski, Englebert, Benner, Nichols
EXCUSED: Alderman Langdon
ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, FC Auxier, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD Nett, 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)
No one spoke.

F. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
1. Clerk Galeazzi - the following minutes and communications have been received and placed on file:
Minutes to receive:
a. Administrative Committee, 1/6/14
b. Board of Health, 11/13/13
c. City Hall Safety Committee, 11/7/13
d. Committee on Aging, 11/14/13
e. Landmarks Commission, 1/8/14
f. Library Board, 12/19/13
g. NM Sewerage Commission, 12/17/13
h. Parks and Recreation Board, 1/13/14
i. Plan Commission, 1/7/14
j. Public Works/Parks Safety Committee, 10/22/13
Communications:
k. CA/HRD Captain to ASD Steeno, 1/3/14, Margaritaville Lounge LLC
l. PRD Tungate, 1/15/14, Request for Qualifications and Proposal Jefferson Park and Neighborhood Master Plan
m. CDD Keil, 1/16/14, Winnebago County Industrial Development Board Per Capita Funds
n. CDD Keil, 1/16/14, Pending Annexation
o. CA/HRD Captain, 1/16/14, Retirements Announced
Moved by Ald. Benner, seconded by Ald. Keehan to receive Minutes and Communications A-O.
General discussion ensued on Communications M and O.
Motion carried on voice vote.

DRAFT

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, 1/6/14

Administration Committee, 1/6/14 – Recommends the Approval of:

2. Grant Agreement between Winnebago County and City of Menasha for the term 1/1/14 – 12/31/14 for Menasha Senior Center.
3. Grant Agreement between Winnebago County and City of Menasha for the term 1/1/14 – 12/31/14 for 60 Plus Health and Wellness Program.
4. 2014 Agreement and Contract Among ADVOCAP, Inc and City of Menasha & Neenah-Menasha YMCA with Menasha Senior Center for the term 1/1/14-12/31/14.

Parks and Recreation Board, 1/13/14, Recommends the Approval of:

5. 2014 Parks and Recreation Fee Change.

Plan Commission, 1/7/14, Recommends the Approval of:

6. Relocation of Gilbert Site Trail Access and acceptance of the land donation for the Gilbert Site "Duck Pond" and the trail.

Ald. Taylor requested to remove from Consent Agenda item 5, 2014 Parks and Recreation Fee Changes.
Ald. Sevenich requested to remove from Consent Agenda item 6, Relocation of Gilbert Site Trail access and acceptance of the land donation of the Gilbert Site "Duck Pond" and the trail.

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

H. ITEMS REMOVED FROM CONSENT AGENDA

Moved by Ald. Benner, seconded by Ald. Keehan to approve Consent Agenda item 5, 2014 Parks and Recreation Fee Changes.
Moved by Ald. Taylor, seconded by Ald. Sevenich to amend to increase boat slip rental at Jefferson Park for residents from $100 to $105.
Motion to amend carried on voice vote.
Motion to approve 2014 Parks and Recreation Fee Changes as amended carried on roll call 7-0.

Moved by Ald. Benner, seconded by Ald. Keehan to approve Consent Agenda item 6, Relocation of Gilbert Site Trail Access and acceptance of the land donation of the Gilbert Site duck pond and the trail.
General discussion ensued on cost to maintain duck pond and relocate the trail; where the funds would come from; benefit to the City to accept land donation.
Jeff Mazanec from R.A. Smith National, was present to answer questions.
Moved by Ald. Benner, seconded by Ald. Englebert to amend motion to include "Staff pursues relocation of Gilbert Site Trail access and acceptance of the land donation of the Gilbert Site duck pond and the trail.
Motion to amend carried on roll call 5-2.
Ald. Nichols, Sevenich, Keehan, Englebert, Benner voted yes. Ald. Taylor and Zelinski voted no.
Motion to approve as amended carried on roll call 5-2.
Ald. Nichols, Sevenich, Keehan, Englebert, Benner voted yes. Ald. Taylor and Zelinski voted no.

I. ACTION ITEMS

1. Accounts payable and payroll for the term of 1/9/14 to 1/16/14 in the amount of $7,628,567.32.

Moved by Ald. Nichols, seconded by Ald. Keehan to approve accounts payable and payroll.
Ald. Taylor requested to separate check #44949 (McMahon). He will abstain from voting on the check.
Motion to approve accounts payable and payroll minus check #44949 carried on roll call 7-0.
Motion to approve check #44949 carried on roll call 6-0. Ald. Taylor abstained.

DRAFT

2. Beverage Operators License Applications for the 2013-2015 licensing period.
Moved by Ald. Nichols, seconded by Ald. Keehan to approve Beverage Operators License applications as submitted.
Motion carried on roll call 7-0.

Moved by Ald. Nichols, seconded by Ald. Keehan to deny Beverage Operator License application of Kashmir Gill as recommended by Police Department.
Motion carried on roll call 7-0.

J. ORDINANCES AND RESOLUTIONS

K. APPOINTMENTS
1. Mayor's reappointment of Christopher Evenson, 523 Broad Street, Menasha to the Board of Appeals for the term of February 1, 2014 - February 1, 2017.
2. Mayor's reappointment of James Koslowski, 729 9th Street, Menasha to the Board of Appeals for the term of February 1, 2014 - February 1, 2017.
3. Mayor's reappointment of John Ruck, 1108 Stardust Drive, Menasha to the Committee on Aging for the term of February 1, 2014 - February 1, 2017.
4. Mayor's reappointment of Thomas Stoffel, 1041 Garda Court, Menasha to the Committee on Aging for the term of February 1, 2014 - February 1, 2017.

Moved by Ald. Sevenich, seconded by Ald. Englebert to approve reappointments 1-4.
Motion carried on voice vote.

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)
No one spoke.

O. ADJOURNMENT
Moved by Ald. Benner, seconded by Ald. Englebert to adjourn at 7:01 p.m.
Motion carried on voice vote.

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

Menasha

Memorandum

DATE: January 29, 2014

TO: Menasha Common Council

FROM: Mark Radtke, Director of Public Works MR

RE: Revised Change Order No. 3; Roger Bowers Const.; Ninth Street Lift Station Improvements Project; Contract E145-13-01B; ***DEDUCT $3,689.52***

At the January 20, 2014 Board of Public Works meeting, Change Order No. 3 for the Roger Bowers Contract was presented to the Board for consideration. The Board recommended forwarding the change order to the Council for approval. Following the meeting, we discovered a portion of the change order excluded the reduction of some contract item final quantities.

The reduced contract quantities were reflected in the final payment request so there is no need to revise the final payment amount, but in order to satisfy WisDNR, the final change order must reflect the final contract amount. Change Order No. 3 for the Bowers contract should therefore be revised from an ADD of $3,978.33 to a DEDUCT of $3,689.52 resulting in a final contract amount of $185,582.83.

The corrected copy of Change Order No. 3 is enclosed and is the document which should be considered for approval by the Council at its February 3, 2014 meeting.

Enclosures

M:\word\CC memo re 9th-Melissa force main revised Change Order No. 3_1-29-14.docx

OWNER

CHANGE ORDER NO: CO-1451301B-03 DATE: December 20, 2013

KAEMPFER & ASSOCIATES, INC.
Consulting Engineers
650 East Jackson Street
Post Office Box 150
Oconto Falls, WI 54154

PROJECT: Ninth Street Sewage Lift Station Improvements

OWNER: City of Menasha
140 Main Street
Menasha, WI 54952

ENGINEER'S PROJECT NO.: E145-08.07
STATE/FEDERAL PROJECT NO.: S-2012-0470

OWNER'S PROJECT NO.: --
CWF LOAN NO.: 5101-06

CONTRACTOR: Roger Bowers Construction, Inc.

ADDRESS: W1486 Kelso Road
P.O. Box 346
Kaukauna, WI 54130

CONTRACT DATE: May 9, 2013
COMPLETION DATE: December 20, 2013
REVISED COMPLETION DATE: January 31, 2014

CONTRACT: E145-13-01B Sewage Force Main Replacement

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

NATURE OF CHANGE: The Contractor amount is revised to reflect final quantities.

Provide lip curb at 1025 Ninth Street, realignment of influent sewer from Waverly Sanitary District at new sewage force main discharge manhole, and adjustment of excavation and backfill for construction of sewage force main at depths different than shown on drawings.

ADDITIONAL NUMBER OF CONTRACT DAYS PROVIDED BY THIS CHANGE ORDER: 42 DAYS

Enclosures: Unit price spreadsheet dated June 10, 2013, and Cost Summary for CO-1451301B-03 with City of Menasha Construction Cut Sheet.

The changes result in the following adjustment of Contract Price:

Contract Price Prior to this Change Order	$ 189,272.35
Net (~~Increase~~ /Decrease) Resulting from this Change Order	$ (3,689.52)
Current Price, including this Change Order	$ 185,582.83

The above changes are approved:

FOR THE ENGINEER: By: _____ Date: _____
Taryn S. Nall, P.E.

FOR THE OWNER: By: _____ Date: _____
Mark Radtke, P.E.

The above changes are accepted:

FOR THE CONTRACTOR: Roger Bowers Construction, Inc.

By: _____ Date: _____
Roger Bowers, President

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Unit Price Contract
E145-13-01B Sewage Force Main Replacement
December 20, 2013

PROJECT: Ninth Street Sewage Lift Station Improvements
OWNER: City of Menasha
CONTRACTOR: Roger Bowers Construction Co., Inc.

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID QTY.	BID TOTAL	PREVIOUSLY REQUESTED		CURRENT REQUEST		REVISED * QUANTITY	TOTAL	ADD (+0) DEDUCT (-)
						QTY.	TOTAL	QTY.	TOTAL			
1B	Mobilization and demobilization for Contract E145-13-01B, including other general conditions	EA	$1,000.00	1	$1,000.00	0.75	$750.00	0.25	$250.00	1	$1,000.00	$0.00
2B	Traffic control for duration of the project	EA	$3,500.00	1	$3,500.00	0.75	$2,625.00	0.25	$875.00	1	$3,500.00	$0.00
3B	8-inch PVC SFM pipeline replacement with granular backfill	LF	$45.00	2152	$96,840.00	2014.50	$90,652.50	101.00	$4,545.00	2115.5	$95,197.50	-$1,642.50
4B	8-inch PVC SFM pipeline with aggregate slurry backfill	LF	$180.00	120	$21,600.00		$0.00		$0.00	0	$0.00	-$21,600.00
5B	8-inch PVC SFM pipeline replacement with engineered backfill	LF	$34.00	688	$23,392.00	664.50	$22,593.00	13.00	$442.00	677.5	$23,035.00	-$357.00
6B	Connection of 8-inch SFM to existing 6-inch SFM at Sewage Lift Station, including 8-inch x 6-inch reducer and 6-inch solid sleeve	EA	$900.00	1	$900.00	0.00	$0.00	1.00	$900.00	1	$900.00	$0.00
7B	8-inch 1/4 SFM bend	EA	$250.00	1	$250.00	0.00	$0.00	0.00	$0.00	0	$0.00	-$250.00
8B	8-inch 1/8 SFM bend	EA	$250.00	8	$2,000.00	8.00	$2,000.00	2.00	$500.00	10	$2,500.00	$500.00
9B	8-inch 1/32 SFM bend	EA	$200.00	1	$200.00	0.00	$0.00	0.00	$0.00	0	$0.00	-$200.00
10B	Tracer wire access riser	EA	$250.00	4	$1,000.00	2.00	$500.00	1.00	$250.00	3	$750.00	-$250.00
11B	2-inch frost protection rigid insulation	SF	$2.00	448	$896.00	608.00	$1,216.00	192.00	$384.00	800	$1,600.00	$704.00
12B	Emergency force main connection including bypass connection riser, three (3) resilient-seated gate valves, fittings, piping, and connection to Manhole No. 855, as shown on Drawing P4	EA	$7,500.00	1	$7,500.00	0.00	$0.00	1.00	$7,500.00	1	$7,500.00	$0.00
13B	Discharge manhole and appurtenances	EA	$4,247.00	1	$4,247.00	0.25	$1,061.75	0.75	$3,185.25	1	$4,247.00	$0.00
14B	Air release valve manhole and appurtenances, as shown on Drawing P3	EA	$6,500.00	1	$6,500.00	0.75	$4,875.00	0.25	$1,625.00	1	$6,500.00	$0.00
15B	Concrete pavement restoration	SF	$6.50	600	$3,900.00	0.00	$0.00	0.00	$0.00	0	$0.00	-$3,900.00
16B	E-1 19mm bituminous concrete pavement roadway and apron restoration	TN	$98.85	56	$5,535.60	0.00	$0.00	0.00	$0.00	0	$0.00	-$5,535.60
17B	E-1 12.5mm bituminous concrete pavement roadway and apron restoration	TN	$108.47	25	$2,711.75	0.00	$0.00	0.00	$0.00	0	$0.00	-$2,711.75
18B	Terrace and lawn restoration	EA	$2.50	1200	$3,000.00	0.00	$0.00	609.00	$1,522.50	609	$1,522.50	-$1,477.50
19B	Concrete driveway apron restoration	SF	$4.50	1,092	$4,914.00	800.00	$3,600.00	153.00	$688.50	953	$4,288.50	-$625.50
20B	Curb and gutter restoration	LF	$28.00	60	$1,680.00	15.00	$420.00	15.50	$434.00	30.5	$854.00	-$826.00
21B	Inlet protection	EA	$100.00	25	$2,500.00	13.00	$1,300.00	0.00	$0.00	13	$1,300.00	-$1,200.00
	TOTAL: Items 1B through 21B				**$194,066.35**		**$131,593.25**		**$23,101.25**		**$154,694.50**	**-$39,371.85**
	CHANGE ORDER #CO-1451301B-01											
4B	8-inch PVC SFM pipeline replacement with aggregate slurry backfill	LF	$180.00	-120	-$21,600.00		$0.00		$0.00		$0.00	$21,600.00
15B	Concrete pavement restoration	SF	$6.50	-600	-$3,900.00		$0.00		$0.00		$0.00	$3,900.00
16B	E-19mm bituminous concrete pavement roadway and apron restoration	TN	$98.85	-40	-$3,954.00		$0.00		$0.00		$0.00	$3,954.00
22B	8-inch PVC SFM pipeline directionally bored	LF	$180.00	137	$24,660.00	130.00	$23,400.00	19.50	$3,510.00	149.50	$26,910.00	$2,250.00
	TOTAL CHANGE ORDER #CO-1451301B-01				**-$4,794.00**		**$23,400.00**		**$3,510.00**		**$26,910.00**	**$31,704.00**
	TOTAL CONTRACT AFTER CO #1				**$189,272.35**		**$154,993.25**		**$26,611.25**		**$181,604.50**	**-$7,667.85**
	CHANGE ORDER #CO-1451301B-03											
23B	Provide lip curb at 1025 Ninth St, realignment of influent sewer from Waverly Sanitary District at new sewage force main discharge manhole, and adjustment of excavation and backfill for construction of sewage force main at depths different than shown on drawings.	LS	$3,978.33	1	$3,978.33	0.00	$0.00	1.00	$3,978.33	1.00	$3,978.33	$0.00
	FINAL QUANTITY CHANGES	LS	-$7,667.85	1	-$7,667.85	0.00	$0.00	1.00	-$7,667.85	1.00	-$7,667.85	$0.00
	TOTAL CHANGE ORDER #CO-1451301B-03				**-$3,689.52**		**$0.00**		**-$3,689.52**		**-$3,689.52**	**$0.00**
	TOTAL CONTRACT TODATE				**$185,582.83**		**$154,993.25**		**$30,589.58**		**$185,582.83**	**$0.00**

*This estimate based on ____ Estimated Quantity __X__ Field Measured Quantity

Cost Summary for Change Order No.: CO-1451301B-03

Item	Unit Price	Cost
1 each lip curb at 1025 Ninth Street	$120.00	$120.00
Realignment of influent sewer from Waverly Sanitary District to new sewage force main discharge manhole		
2 each 12-inch 22 1/2 degree bends	$142.26	$284.52
1 each 12-inch x 15-inch plastic concrete Fernco	$62.10	$62.10
Slurry backfill	--	$585.90
Adjustment of excavation and backfill depths for sewage force main construction (see attached sheet)	--	$2,925.81
TOTAL		$3,978.33

CITY OF MENASHA DEPT. OF ENGINEERING

NINTH AND MELISSA STREETS E145-08.04

SANITARY SEWER FORCEMAIN PROJECT

CONSTRUCTION CUT SHEETS

Station	Description	Proposed Invert Elevation	As-Built Invert Elevation	Lower than Proposed - Higher than Proposed +	STAKE ELEVATION	Length	Average Depth from Proposed	Price Adjust
3+50	CL FM	740.73	741.26	0.53	749.73	63	-0.14	-$54.42
3+90	CL FM	740.56		-740.56	749.64			$0.00
3+10	CL FM PVI	740.53	740.87	0.34	749.45	60	-0.44	-$382.89
3+50	CL FM	742.75	742.12	0.37	749.35	40	-0.36	-$86.85
3+84			744.17	744.17				$0.00
4+00	CL FM	743.21		-743.21	749.65			$0.00
4+10	CL FM PVI	743.57		-743.57	749.68			$0.00
4+50	CL FM	743.63	744.52	0.89	749.99	100	-0.63	-$388.71
5+00	CL FM	743.76	744.58	0.88	750.1	50	-0.38	-$171.46
5+50	CL FM	743.76	744.57	0.81	750.36	50	-0.85	-$162.23
6+00	CL FM	743.81	744.67	0.84	750.4	50	-0.82	-$251.97
6+50	CL FM	743.90	744.72	0.82	750.19	50	-0.83	-$256.06
7+00	CL FM	743.96	744.82	0.86	750.09	50	-0.85	-$262.23
7+50	CL FM	744.03	745.09	1.06	749.93	50	-0.96	-$296.16
8+00	CL FM	744.10	745.07	0.97	749.83	50	-1.1	-$333.35
8+50	CL FM	744.16	745.00	0.84	749.84	50	-0.91	-$283.74
9+00	CL FM	744.23	744.99	0.76	749.93	50	-0.8	-$248.80
9+50	CL FM	744.30	744.87	0.57	750.09	50	-0.67	-$206.70
10+00	CL FM	744.37	745.08	0.71	750.24	50	-0.64	-$197.44
10+50	CL FM	744.43	744.93	0.49	750.42	50	-0.6	-$185.10
11+00	CL FM	744.50	745.11	0.61	750.39	50	-0.55	-$169.68
11+30	CL FM MH	744.54		-744.54	750.38			$0.00
11+30	55° O/S MH	744.54		-744.54	750.15			$0.00
11+34	BEND CL FM	744.54		-744.54				$0.00
11+37.5	BEND CL FM	741.03	740.69	-0.34		37.5	-0.14	-$32.38
11+42.5	BEND CL FM	741.03	740.69	-0.34		5	0.34	$10.49
11+46	BEND CL FM	744.55	742.49	-2.06		3.5	1.2	$25.51
11+50	CL FM	744.56		-744.56	750.97			$0.00
12+00	CL FM	744.63	742.80	-1.83	750.89	51	1.95	$649.70
12+50	CL FM	744.69	743.58	-1.11	750.49	50	1.47	$453.30
13+00	CL FM	744.76	743.70	-1.06	750.59	50	1.09	$336.37
13+50	CL FM	744.82	743.70	-1.12	750.73	50	1.08	$336.37
14+00	CL FM	744.89	743.64	-1.25	750.96	50	1.19	$369.13
14+50	CL FM	744.96	743.66	-1.30	751.17	50	1.27	$391.89
15+00	CL FM	745.02	743.82	-1.20	751.23	50	1.25	$385.63
15+50	CL FM	745.09	743.85	-1.24	751.33	50	1.23	$379.46
16+00	CL FM	745.15	744.00	-1.15	751.42	50	1.19	$367.11
16+50	CL FM	745.22	743.92	-1.30	751.45	50	1.23	$379.46
17+00	CL FM	745.28	743.79	-1.49	751.39	50	1.39	$428.82
17+50	CL FM	745.35	744.08	-1.27	751.28	50	1.38	$425.75
18+00	CL FM	745.42	744.55	-0.87	751.51	50	1.07	$330.10
18+50	CL FM	745.48	744.55	-0.93	751.7	50	0.9	$277.65
19+00	CL FM	745.55	744.45	-1.10	751.74	50	1.01	$311.59
18+50	CL FM PVI	745.61	744.77	-0.84	751.63	50	0.97	$299.23
20+00	CL FM	745.88		-745.88	751.63			$0.00
20+08	BEND CL FM	746.02		-746.02	751.6			$0.00
20+06	15° O/S BEND	746.02		-746.02	751.45			$0.00
20+47	BEND CL FM	745.10	744.32	-1.56	751.44	97	1.21	$724.17
						TOTAL		$7,935.91

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS

JANUARY 1, 2014 THROUGH DECEMBER 31, 2014

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

CITY OF NEENAH, WISCONSIN
AND
CITY OF MENASHA, WISCONSIN

DATE: December 31, 2013

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Neenah – Menasha Fire Rescue serving the City of Neenah, Wisconsin and the City of Menasha, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 1 year commencing January 1, 2014 through December 31, 2014.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions
Exhibit B	Training Costs
Exhibit C	Certificate of Protection in Lieu of an Insurance Policy (as applicable)

State means the State of Wisconsin.
Department means the State of Wisconsin, Department of Military Affairs.
Division means the Division of Emergency Management.
Contractor means the Neenah – Menasha Fire Rescue serving the Cities of Neenah and Menasha, Wisconsin by which Statewide Structural Collapse Team members will be

provided under this Agreement. Under §323.721), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.
Local Agency has the meaning under §323.70(1)(b), Stats.
OJA means the State of Wisconsin, Office of Justice Assistance.
Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.
Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.
Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure.
Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.
Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential structural collapse.
WI Taskforce 1 means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI Taskforce 1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic structural collapse incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI Taskforce 1 shall establish safety perimeters at or near sites and vessels. WI

Taskforce 1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the structural collapse services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, structural collapse equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.

3.3 **Personnel:** Contractor shall provide ten (10) trained, medically monitored, and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of the Statewide Structural Collapse Team.

3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain structural collapse equipment and vehicles provided by grant funding through OJA for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a structural collapse incident.

3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with structural collapse vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.

3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Contractor may decline a request for a Statewide Structural

Collapse Team emergency response.

3.8 **Standard Operating Guidelines:** Contractor and Division agree that the Statewide Structural Collapse team operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend structural collapse training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The structural collapse and refresher training shall be a minimum of thirty-two (32) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance, with the exception of the first contract period. Any team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all structural collapse and refresher training records on each team member for training received at REACT.

4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an emergency requiring the team's response existed and that one of the following conditions applies:

(1) The person possessed or controlled a structure that was involved in the structural collapse.

(2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic structural collapse incident under this Agreement. Such Team response costs may include, but are not limited to:

(1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at $45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.

(3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.

(4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3 **Maximum Contract Payment for Training Costs:** This Agreement shall have a maximum contract payment of $14,400.00 per annum for training costs as described in "Exhibit B" to this Agreement. This calculation is based upon $45 per hour for the minimum of thirty-two (32) hours per team member per annum. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by $45 per hour. In addition to the maximum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as determined and approved in advance by the Division. The maximum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement. The Division's reimbursement(s) shall be full payment for services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services

authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the Statewide Structural Collapse Team response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. Contractor may deploy structural collapse team members directly to an ongoing catastrophic structural collapse event at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.

4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.70(4) of the Wisconsin Statutes.

4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve

Contractor of any duty with respect to any unpaid claims.

4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic structural collapse emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a structural collapse incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of the Statewide Structural Collapse Team, but does not include travel to and from the training.

5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.

5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in

carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.

6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than $5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.

7.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of

such person or persons and the Department of Military Affairs and the Division.

7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.

7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the

funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.

7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

assigns.

7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.

7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.

7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.

7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall

operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 19th day of December, 2013

Brian M. Satula, Division Administrator

On Behalf of the City of Neenah
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: George D. Scherck
Title: Mayor
Address: 211 Walnut Street
City/State: Neenah, WI Zip: 54956

On Behalf of the City of Neenah

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Patty A. Sturn
Title: City Clerk
Address: 211 Walnut Street
City/State: Neenah, WI Zip: 54946

On Behalf of the City of Menasha
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Donald Merkes
Title: Mayor
Address: City Hall, 140 Main Street
City/State: Menasha, WI Zip: 54952-3190

On Behalf of the City of Menasha

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Deborah A. Galeazzi
Title: City Clerk
Address: City Hall, 140 Main Street
City/State: Menasha, WI Zip: 54952-3190

On Behalf of the Neenah – Menasha Fire Rescue

Dated this ____ day of _____, 201__

Signature: _____
Printed Name: Al Auxier
Title: Fire Chief
Address: 1108 Province Terrace
City/State: Menasha, WI Zip: 54952

EXHIBIT A

Standard Terms And Conditions (Request For Bids / Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 **PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 **RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 **PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 **HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

EXHIBIT B

EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE TEAM MEMBERS

TRAINING COSTS

Calendar Year 2014

NAME OF CONTRACTOR: Cities of Neenah and Menasha, WI

NUMBER OF TEAM MEMBERS PROVIDED: 10

TRAINING COSTS CALCULATED AS:

Number of team members provided: 10

Required hours of training per annum: 32 hours

Hourly training cost: $45 per hour

10	X	32	X	$45.00	=	$14,400.00
(# members)		(Training hours)		(Hourly cost)		Total

ANNUAL TRAINING COSTS $14,400.00

Memorandum

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

FROM: **Fire Chief Al Auxier**

DATE: **January 29, 2014**

RE: **Replacement Vehicle for Command 32**

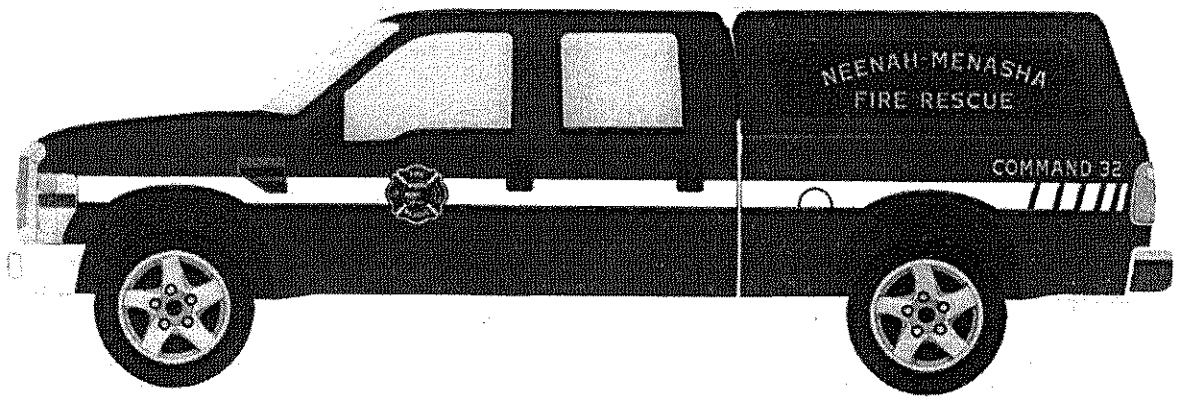
Enclosed is information on the vehicle replacement for Command 32. The purchase of a new command vehicle is included in the 2014 Capital Improvements Program Budget. Both Common Councils approved the purchase of the vehicle at an estimated cost of $50,000.00. As stated in many of the budget meetings, there will be a progression of moving vehicles down through NMFR's fleet until the 1992 two-wheel drive Chevy Suburban is taken out of service.

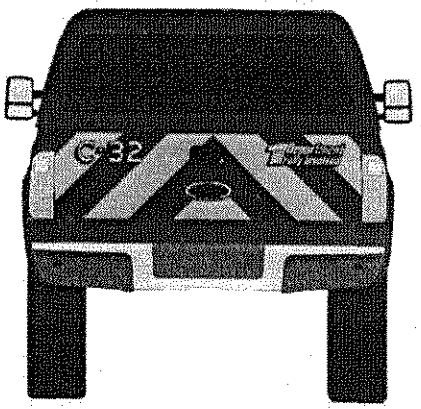
Shift Commander Dan Schultz and Driver/Engineer Amos Mikkelson, a member of NMFR's Truck Committee, researched and put together the price for the vehicle. After comparing the cost of another Suburban, or similar vehicle, to the cost of a truck, we decided to propose the purchase of a truck. The attached spreadsheet reflects the costs associated with the new vehicle. This includes the cost of the vehicle, options, lights & siren package, graphics, cabinets & storage and relocation of radio equipment. Careful consideration was given to each of the areas previously mentioned and the best possible choice for both cost and use were made.

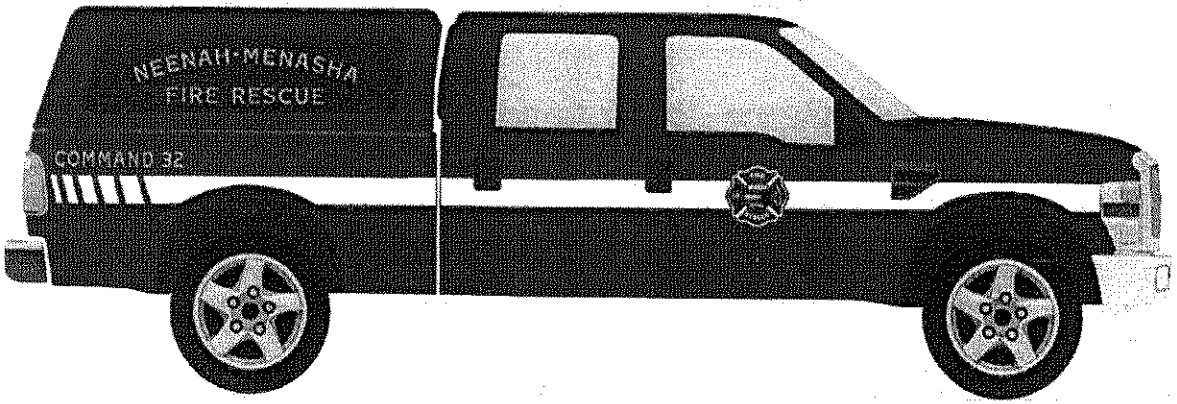
NMFR's Joint Finance & Personnel Committee reviewed this at their meeting on January 28, 2014 and supports the purchase of this vehicle. I am asking for your approval to purchase the 2014 Ford F250 4x4 Crew Cab for the state bid price of $30,160.00 along with accessories listed in the attached spreadsheet. The estimated total cost of the vehicle, and accessories, is $47,197.85. The total cost could vary due to changes in storage configured for the cabinets, as we do not have all of our new radio equipment yet, and we do not know the approximate size of equipment we are expecting delivery on.

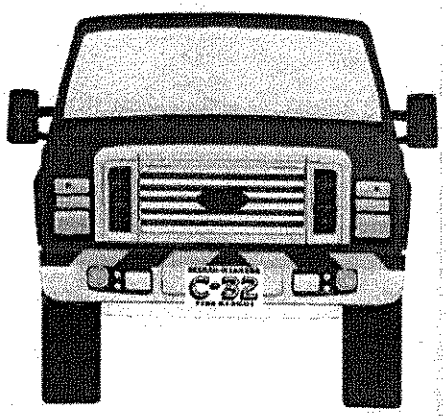
If you any questions, concerns or need additional information please feel free to contact me by either phone, 886-6203(o) and 209-9509(c) or aauxier@nmfire.org email.

Command 32	Best Price	Vendor Providing the Price	Comparison	Price	
2015 Ford F250 4x4 Crew Cab 6.75' box		State Bid Price - Ewald Ford	2014 Chevrolet 2500 HD Crew Cab		
Base Price w/ required equipment	$30,160.00	Includes Delivery Charge		$33,387.00	State Bid Price
Red					
Stainless Tube Steps					
Vinyl Floor					
Daytime Running Lams					
200 Amp Alternator					
Undercoated					
Back Up Camera					
Back Up Alarm					
Gas V8 Engine					
Towing Package					
2nd Battery	$300.00	Red Power Diesel Service		$300.00	
Topper - Ranch Fusion	$1,470.00	Toys for Trucks		$1,540.00	State Bid Price
Electronic Locks					
Sliding Side Windows					
Light & Siren Package	$3,853.00	Oshkosh Police & Fire		$4,500.00	Red Power Diesel Service
LED Duo color multi use light bar					
8 LED lights mounted around vehicle					
Programmable Control Unit					
Siren					
Installation	$3,650.00	Red Power Diesel Service		$3,650.00	
Graphics	$1,864.85	RJ Marx		$1,864.85	
Single White Stripe					
NFPA Required Chevrons Included					
Installation Labor Included					
Cabinets & Storage	$5,000.00	This is an allowance.		$5,000.00	
Relocate Radio	$900.00	Baycom		$900.00	
Total for Purchase	$47,197.85			$51,141.85	


NEENAH-MENASHA
FIRE RESCUE
COMMAND 32


C-32


NEENAH-MENASHA
FIRE RESCUE
COMMAND 32


C-32

City of Menasha Disbursements

Accounts Payable	1/17/14-1/30/14 Checks # 44980-45165	$ 712,633.58
Payroll	1/23/14	$ 159,731.74
	Total	$ 872,365.32

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

**A gap in check numbers is due to more invoices being paid than fit on the check stub.
The last check stub used is the check number that will appear on the check register.

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AMAZON	44980	1/17/2014	048010692591	100-0601-551.30-14	53.97	LIBRARY MATERIALS
		1/17/2014	075205928617	100-0601-551.30-14	214.15	LIBRARY MATERIALS
			Total for check: 44980		**268.12**	
AMAZON	44981	1/17/2014	048018214153	100-0601-551.30-14	(3.09)	CREDIT
		1/17/2014	075206260762	100-0601-551.30-14	(7.00)	CREDIT
		1/17/2014	097702616875	100-0601-551.30-14	136.34	LIBRARY MATERIALS
		1/17/2014	097703237435	100-0601-551.30-14	28.95	LIBRARY MATERIALS
		1/17/2014	097706309756	100-0601-551.30-14	14.96	LIBRARY MATERIALS
		1/17/2014	097708159833	100-0601-551.30-14	34.76	LIBRARY MATERIALS
		1/17/2014	227000115541	100-0601-551.30-14	(1.00)	CREDIT
		1/17/2014	227002605962	100-0601-551.30-14	(1.00)	CREDIT
		1/17/2014	227009210212	100-0601-551.30-14	269.85	LIBRARY MATERIALS
			Total for check: 44981		**472.77**	
BAKER & TAYLOR INC	44982	1/17/2014	2028828118	100-0601-551.30-14	126.50	LIBRARY MATERIALS
		1/17/2014	2028838154	100-0601-551.30-14	560.04	LIBRARY MATERIALS
		1/17/2014	2028842824	100-0601-551.30-14	820.74	LIBRARY MATERIALS
		1/17/2014	2028865261	100-0601-551.30-14	220.66	LIBRARY MATERIALS
		1/17/2014	2028865761	100-0601-551.30-14	31.66	LIBRARY MATERIALS
		1/17/2014	2028868459	100-0601-551.30-14	36.32	LIBRARY MATERIALS
		1/17/2014	2028892454	100-0601-551.30-14	280.61	LIBRARY MATERIALS
		1/17/2014	2028902803	100-0601-551.30-14	266.23	LIBRARY MATERIALS
		1/17/2014	2028922281	100-0601-551.30-14	195.85	LIBRARY MATERIALS
		1/17/2014	2028926950	100-0601-551.30-14	186.69	LIBRARY MATERIALS
		1/17/2014	2028956532	100-0601-551.30-14	32.93	LIBRARY MATERIALS
		1/17/2014	5012892080	100-0601-551.30-14	102.56	LIBRARY MATERIALS
		1/17/2014	5012914329	100-0601-551.30-14	34.12	LIBRARY MATERIALS
			Total for check: 44982		**2,894.91**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BATTERIES PLUS LLC	44983	1/17/2014	508-189824	100-0601-551.24-03	71.96	BLDG REPAIR & MAINTENANCE
			Total for check: 44983		**71.96**	
BLACKSTONE AUDIO INC	44984	1/17/2014	671737	100-0601-551.30-14	150.00	LIBRARY MATERIALS
		1/17/2014	689352	100-0601-551.30-14	50.00	LIBRARY MATERIALS
			Total for check: 44984		**200.00**	
JOE BONGERS	44985	1/17/2014	01152014	100-0601-551.34-03	13.55	MEAL REIMBURSEMENT
		1/17/2014	01162014	100-0601-551.34-01	70.00	MILEAGE REIMBURSEMENT
			Total for check: 44985		**83.55**	
CAVENDISH SQUARE	44986	1/17/2014	3003778	100-0601-551.30-14	193.91	LIBRARY MATERIALS
			Total for check: 44986		**193.91**	
EBSCO	44987	1/17/2014	0054216	100-0601-551.30-14	16.50	LIBRARY MATERIALS
			Total for check: 44987		**16.50**	
FINDAWAY WORLD LLC	44988	1/17/2014	114970	100-0601-551.30-14	603.02	LIBRARY MATERIALS
			Total for check: 44988		**603.02**	
GALE	44989	1/17/2014	50939013	100-0601-551.30-14	38.92	LIBRARY MATERIALS
			Total for check: 44989		**38.92**	
GAYLORD BROS INC	44990	1/17/2014	2233844	100-0601-551.30-10	127.94	OFFICE SUPPLIES
			Total for check: 44990		**127.94**	
GENERAL BINDING CORPORATION	44991	1/17/2014	2168900	100-0601-551.30-18	124.73	DEPARTMENT SUPPLIES
			Total for check: 44991		**124.73**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
PAUL GREENE	44992	1/17/2014	01162014	100-0601-551.30-14	40.00	LIBRARY MATERIALS
			Total for check: 44992		**40.00**	
KITZ & PFEIL INC	44993	1/17/2014	1204140094	100-0601-551.30-13	14.39	HOUSEKEEPING SUPPLIES
		1/17/2014	1217140018	100-0601-551.24-03	7.96	BLDG REPAIR & MAINTENANCE
			Total for check: 44993		**22.35**	
LAPPEN SECURITY PRODUCTS INC	44994	1/17/2014	LSPQ27083	100-0601-551.24-04	134.50	SPEC EQUIPMENT
			Total for check: 44994		**134.50**	
MADER NEWS AGENCY INC	44995	1/17/2014	19147	100-0601-551.30-14	87.52	LIBRARY MATERIALS
			Total for check: 44995		**87.52**	
MIDWEST SIGN & SCREEN PRINTING	44996	1/17/2014	2771571-00	100-0601-551.24-03	252.83	BLDG REPAIR & MAINTENANCE
		1/17/2014	2771571-02	100-0601-551.24-03	712.59	BLDG REPAIR & MAINTENANCE
			Total for check: 44996		**965.42**	
MIDWEST TAPE	44997	1/17/2014	91472214	100-0601-551.30-14	453.76	LIBRARY MATERIALS
		1/17/2014	91484695	100-0601-551.30-14	157.89	LIBRARY MATERIALS
		1/17/2014	91501649	100-0601-551.30-14	170.92	LIBRARY MATERIALS
		1/17/2014	91515525	100-0601-551.30-14	7.99	LIBRARY MATERIALS
			Total for check: 44997		**790.56**	
PIGGLY WIGGLY MIDWEST LLC	44998	1/17/2014	9480280	100-0601-551.30-16	51.14	PROGRAM SUPPLIES
			Total for check: 44998		**51.14**	
RHYME BUSINESS PRODUCTS	44999	1/17/2014	56609 1	100-0601-551.30-10	58.68	OFFICE SUPPLIES
			Total for check: 44999		**58.68**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ELIZABETH TUBMAN	45000	1/17/2014	01162014	100-0601-551.30-16	18.99	PROGRAM SUPPLIES
			Total for check: 45000		**18.99**	
UNIQUE BOOKS INC	45001	1/17/2014	361567.2	100-0601-551.30-14	47.21	LIBRARY MATERIALS
		1/17/2014	361568.2	100-0601-551.30-14	23.63	LIBRARY MATERIALS
			Total for check: 45001		**70.84**	
UNIQUE MANAGEMENT SERVICES INC	45002	1/17/2014	250637	100-0000-441.19-00	277.45	COLLECTION AGENCY FEE
			Total for check: 45002		**277.45**	
UPSTART	45003	1/17/2014	5168532	100-0601-551.30-16	33.87	PROGRAM SUPPLIES
			Total for check: 45003		**33.87**	
US POSTAL SERVICE	45004	1/17/2014	01162014	100-0601-551.30-11	300.00	POSTAGE
			Total for check: 45004		**300.00**	
USA FIRE PROTECTION INC	45005	1/17/2014	227047	100-0601-551.24-03	225.00	BLDG REPAIR & MAINTENANCE
			Total for check: 45005		**225.00**	
WINNEFOX LIBRARY SYSTEM	45006	1/17/2014	5110	100-0601-551.30-11	152.29	POSTAGE
			Total for check: 45006		**152.29**	
JENNIFER WUNROW-LEMKE	45007	1/17/2014	01162014	100-0601-551.30-14	27.00	LIBRARY MATERIALS
			Total for check: 45007		**27.00**	
B ALFORD	45008	1/17/2014	01162014	100-0601-551.20-05	100.00	PERFORMANCE CONTRACT
			Total for check: 45008		**100.00**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
KATHRYN BESON	45009	1/17/2014	01162014	100-0601-551.33-01	6.50	MILEAGE REIMBURSEMENT
			Total for check: 45009		**6.50**	
CATE BRANDT	45010	1/17/2014	01162014	100-0601-551.30-10	45.35	OFFICE SUPPLIES
			Total for check: 45010		**45.35**	
CENTER POINT LARGE PRINT	45011	1/17/2014	1145921	100-0601-551.30-14	133.02	LIBRARY MATERIALS
			Total for check: 45011		**133.02**	
THE COMPASS	45012	1/17/2014	01162014	100-0601-551.30-14	28.00	LIBRARY MATERIALS
			Total for check: 45012		**28.00**	
GENERAL BOOK COVERS	45013	1/17/2014	14006	100-0601-551.30-18	194.77	DEPARTMENT SUPPLIES
			Total for check: 45013		**194.77**	
ANNE KASUBOSKI	45014	1/17/2014	01162014	100-0601-551.20-05	50.00	PERFORMANCE CONTRACT
			Total for check: 45014		**50.00**	
KAY MARTIN	45015	1/17/2014	01162014	100-0601-551.20-05	300.00	PERFORMANCE CONTRACT
			Total for check: 45015		**300.00**	
MINITEX	45016	1/17/2014	84006	100-0601-551.30-18	4,498.00	DEPARTMENT SUPPLIES
			Total for check: 45016		**4,498.00**	
MARK MORAN	45017	1/17/2014	01162014	100-0601-551.20-05	400.00	PERFORMANCE CONTRACT
			Total for check: 45017		**400.00**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
NEOPOST USA INC	45018	1/17/2014	51242447	100-0601-551.30-11	323.40	POSTAGE METER RENTAL
			Total for check: 45018		**323.40**	
MARC SACKMAN	45019	1/17/2014	01162014	100-0601-551.20-05	250.00	PERFORMANCE CONTRACT
			Total for check: 45019		**250.00**	
SERVICEMASTER BUILDING MAINTENANCE	45020	1/17/2014	10955	100-0601-551.20-01	1,425.00	JANITORIAL SERVICES
			Total for check: 45020		**1,425.00**	
SHOWCASES	45021	1/17/2014	276816	100-0601-551.30-18	21.90	DEPARTMENT SUPPLIES
			Total for check: 45021		**21.90**	
TYCO INTEGRATED SECURITY LLC	45022	1/17/2014	20624632	100-0601-551.24-03	1,888.77	BLDG REPAIR & MAINTENANCE
			Total for check: 45022		**1,888.77**	
VALUE LINE PUBLISHING INC	45023	1/17/2014	01162014	100-0601-551.30-14	950.00	LIBRARY MATERIALS
			Total for check: 45023		**950.00**	
JULIE WING	45024	1/17/2014	01162014	100-0601-551.30-18	31.50	DEPARTMENT SUPPLIES
			Total for check: 45024		**31.50**	
WINNEFOX AUTOMATED LIBRARY SYSTEM	45025	1/17/2014	2284	100-0601-551.25-01	68,819.00	OTHER MUNICIPAL ENTITIES
			Total for check: 45025		**68,819.00**	
WINNEFOX COOPERATIVE TECH SERVICES	45026	1/17/2014	201401074	100-0601-551.30-14	246.50	LIBRARY MATERIALS
			Total for check: 45026		**246.50**	

AP Check Register
Check Date: 1/17/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WINNEFOX LIBRARY SYSTEM	45027	1/17/2014	5139	100-0601-551.30-14	7,282.07	LIBRARY MATERIALS
			Total for check: 45027		**7,282.07**	
JACK ZOLKOWSKI	45028	1/17/2014	01162014	100-0601-551.20-05	195.00	PERFORMANCE CONTRACT
			Total for check: 45028		**195.00**	
					95,540.72	

AP Check Register
Check Date: 1/23/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
ACC PLANNED SERVICE INC	45029	1/23/2014	11802	100-0601-551.24-03	1,550.00	Jan-Jun Service Agreement
				100-0920-531.24-03	350.00	Jan-Jun Service Agreement
				100-0703-553.24-03	420.00	Jan-Jun Service Agreement
				100-0801-521.20-04	1,008.00	Jan-Jun Service Agreement
				100-0501-522.24-03	672.00	Jan-Jun Service Agreement
				731-1022-541.20-04	1,540.00	Jan-Jun Service Agreement
				100-1001-514.20-04	1,036.87	Jan-Jun Service Agreement
			Total for check: 45029		**6,576.87**	
ACCENT BUSINESS SOLUTIONS INC	45030	1/23/2014	49450	743-0403-513.29-01	1,060.00	Maintenance Contract
				743-0403-513.29-01	1,040.39	Copies
			Total for check: 45030		**2,100.39**	
AIRGAS USA LLC	45031	1/23/2014	9023073470	731-1022-541.30-18	149.95	Acetylene
		1/23/2014	9915008442	731-1022-541.21-06	82.50	Lease Renewal 2/14-1/15
		1/23/2014	9915264110	731-1022-541.21-06	17.35	Cylinder Rental
		1/23/2014	9915264112	731-1022-541.21-06	176.18	Cylinder Rental
			Total for check: 45031		**425.98**	
APPLETON ELECTRONICS SUPPLY LLC	45032	1/23/2014	11636	100-0703-553.24-03	17.93	8 Ohm Volume Control
			Total for check: 45032		**17.93**	
ARK MEDIA GROUP	45033	1/23/2014	00002391	501-0304-562.21-10	480.00	Hosting Comm of Lake Park1/23/14 - 1/23/15
			Total for check: 45033		**480.00**	
ASSOCIATED APPRAISAL CONSULTANTS	45034	1/23/2014	16527	100-0402-513.21-09	4,991.63	Professional Services
				100-0402-513.30-11	8.28	Postage
		1/23/2014	16528	100-0402-513.21-04	59.76	Parcel Internet Posting
			Total for check: 45034		**5,059.67**	
AT&T	45035	1/23/2014	920R09453001	100-1001-514.22-01	113.90	Alarms

AP Check Register
Check Date: 1/23/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
AT&T...	45035...	1/23/2014...	920R09453001...	601-1020-543.22-01	292.50	Alarms
			Total for check: 45035		**406.40**	
BAYCOM INC	45036	1/23/2014	151973	100-0801-521.29-04	409.23	Repair/Maintain WWAN Card
		1/23/2014	83767	743-0403-513.24-04	39.90	Wave Ant/Spectrum Magnet
			Total for check: 45036		**449.13**	
BECK ELECTRIC INC	45037	1/23/2014	JA2014-COM-ED	100-1008-541.24-04	407.20	Oneida & Manitowoc RepairAccident 2013-27
		1/23/2014	JA2014-COM-ED1	100-1008-541.24-04	286.36	NW Corner 3rd & Racine Accident 2013-26
			Total for check: 45037		**693.56**	
KYLE BENZ	45038	1/23/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship
			Total for check: 45038		**250.00**	
KELSEY E BLOB	45039	1/23/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship
			Total for check: 45039		**250.00**	
BOBCAT PLUS	45040	1/23/2014	IA06552	731-1022-541.38-03	64.89	Filters
			Total for check: 45040		**64.89**	
BROWN, DAREN	45041	1/23/2014	DAREN BROWN	100-1006-541.30-18	50.00	Mailbox Damage
			Total for check: 45041		**50.00**	
SHAINA CARLSON	45042	1/23/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship
			Total for check: 45042		**250.00**	
CASPERS TRUCK EQUIPMENT INC	45043	1/23/2014	71787	731-1022-541.38-03	153.14	Air Bag Replacement
			Total for check: 45043		**153.14**	

AP Check Register
Check Date: 1/23/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
COMMUNITY FIRST CREDIT UNION	45044	1/23/2014	20140123	100-0000-202.05-00	10,774.00	PAYROLL SUMMARY
			Total for check: 45044		**10,774.00**	
COPLOGIC	45045	1/23/2014		100-0801-521.30-12	3,000.00	Automated Police BulletinSupport/Quote 13-01 (APB)
			Total for check: 45045		**3,000.00**	
D&M INTERIORS	45046	1/23/2014	CG302211	100-0801-521.24-03	714.20	Carpet Install/PD
			Total for check: 45046		**714.20**	
DAVIS & KUELTHAU	45047	1/23/2014	372159	100-0202-512.21-01	78.00	General Labor
			Total for check: 45047		**78.00**	
UNEMPLOYMENT INSURANCE	45048	1/23/2014	000005607222	100-0801-521.15-09	1,135.00	December, 2013
				100-0803-521.15-09	128.55	December, 2013
				100-0703-553.15-09	1,430.00	December, 2013
				100-1019-552.15-09	3,561.05	December, 2013
			Total for check: 45048		**6,254.60**	
FASTENAL COMPANY	45049	1/23/2014	WINEE90827	100-1008-541.30-18	21.98	Street Lights
			Total for check: 45049		**21.98**	
FOX CITIES CHAMBER OF COMMERCE &	45050	1/23/2014	41958	100-0304-562.34-02	30.00	Homan Registration
				100-0405-513.33-02	30.00	Ald. Nichols Registration
			Total for check: 45050		**60.00**	
FOX VALLEY HUMANE ASSOCIATION	45051	1/23/2014	WINEE90827	100-0806-532.25-01	1,463.84	November Transport Fees
			Total for check: 45051		**1,463.84**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
GALLS INC	45052	1/23/2014	3657032	100-0801-521.29-04	1,796.00	Police Department
			Total for check: 45052		**1,796.00**	
GANNETT WISCONSIN MEDIA	45053	1/23/2014	PC0076844	100-1001-514.32-02	198.83	2/1/14 - 1/31/15
			Total for check: 45053		**198.83**	
GAT SUPPLY INC	45054	1/23/2014	00024408	100-1016-543.30-15	249.75	Wonder Broom
			Total for check: 45054		**249.75**	
GRIFFIN BUILDERS	45055	1/23/2014	GRIFFIN BUILDER	100-0000-422.05-00	201.92	398 Willow Lane
			Total for check: 45055		**201.92**	
ALYSSA GUARD	45056	1/23/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship
			Total for check: 45056		**250.00**	
GUNDERSON INC	45057	1/23/2014	145791	100-0801-521.30-13	35.38	Towels/Mats
			Total for check: 45057		**35.38**	
GUNSLINGERS LLC	45058	1/23/2014	139	100-0801-521.30-15	500.00	Red Dot Sight
			Total for check: 45058		**500.00**	
GUSTMAN CHEVROLET SALES INC	45059	1/23/2014	30327	731-1022-541.38-03	4.89	Bolt
			Total for check: 45059		**4.89**	
HORST DISTRIBUTING INC	45060	1/23/2014	35202-000	100-0703-553.30-18	594.00	White Paint
			Total for check: 45060		**594.00**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
IGFOA	45061	1/23/2014		100-0401-513.32-01	50.00	Membership-Steeno/Sassman
			Total for check: 45061		**50.00**	
IMPERIAL SUPPLIES LLC	45062	1/23/2014	KQ8338	731-1022-541.30-18	156.31	Gloves
			Total for check: 45062		**156.31**	
JOHN'S SAW SERVICE	45063	1/23/2014	9552	100-0703-553.24-02	137.76	Chains & Sharpening
			Total for check: 45063		**137.76**	
IRENE JUAREZ	45064	1/23/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship
			Total for check: 45064		**250.00**	
KAEMPFER & ASSOCIATES INC	45065	1/23/2014	17267	601-1020-543.21-02	851.72	NMSC WWTP Sampling Project E145-01.10
		1/23/2014	17268	601-1020-543.21-02	977.35	9th Lift Station Const Project E145-08.17
		1/23/2014	17269	601-1020-543.21-02	591.09	9th Lift Station Manual Project E145-08.08
			Total for check: 45065		**2,420.16**	
KWIK TRIP INC	45066	1/23/2014		100-0801-521.38-01	251.72	Fuel
			Total for check: 45066		**251.72**	
MARJANOVIC, DRAGAN	45067	1/23/2014	MARJANOVIC	100-1006-541.30-18	50.00	Mailbox Damage 1/15/14 1096 Grassymeadow
			Total for check: 45067		**50.00**	
MCCLONE INSURANCE GROUP	45068	1/23/2014	241979	100-0801-521.32-01	30.00	Notary - Styka
			Total for check: 45068		**30.00**	
MEDICAL EXPENSE REIMBURSEMENT TRUST	45069	1/23/2014	20140123	100-0000-202.08-00	18,172.17	PAYROLL SUMMARY
			Total for check: 45069		**18,172.17**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENARDS-APPLETON EAST	45070	1/23/2014	37462	100-0703-553.30-18	1,343.58	Cedar Ultradeck
		1/23/2014	37499	100-0703-553.24-03	396.37	Underlay/Roofing Supplies
			Total for check: 45070		**1,739.95**	
MENASHA JOINT SCHOOL DISTRICT	45071	1/23/2014	DECMOBILEHOME	100-0000-412.00-00	6,005.22	Dec Mobile Home
		1/23/2014	NOVMOBILEHOME	100-0000-412.00-00	6,035.48	Nov Mobile Home
		1/23/2014	OCTMOBILEHOME	100-0000-412.00-00	6,080.20	Oct Mobile Home
		1/23/2014	SEPTMOBILEHOME	100-0000-412.00-00	6,094.00	Sept Mobile Home
			Total for check: 45071		**24,214.90**	
MENASHA NEENAH MUNICIPAL COURT	45072	1/23/2014	KUNSTMAN	100-0000-201.03-00	139.00	Bond/MEPD 13-370
		1/23/2014	MARTIN	100-0000-201.03-00	139.00	Bond/MEPD 13-374
			Total for check: 45072		**278.00**	
MENASHA TREASURER	45073	1/23/2014	PWF	266-1027-543.30-11	46.00	Postage
			Total for check: 45073		**46.00**	
MENASHA UTILITIES	45074	1/23/2014	004208	100-0401-513.29-01	350.00	Stuff Taxroll Bills
		1/23/2014	DEC ST LIGHTS	100-1012-541.22-03	19,604.51	December Street Lights
		1/23/2014	NOV ST LIGHTS	100-1012-541.22-03	18,347.08	November Street Lights
			Total for check: 45074		**38,301.59**	
TOWN OF NEENAH TREASURER	45075	1/23/2014	TAXES	100-0703-553.22-06	42.00	Tax Bill Cemetery
			Total for check: 45075		**42.00**	
NEENAH-MENASHA SEWERAGE COMMISSION	45076	1/23/2014	2013-186	601-1021-543.21-01	6,577.63	Legal Reimbursements Fox River Cleanup
			Total for check: 45076		**6,577.63**	
CITY OF NEENAH	45077	1/23/2014	34459	100-0501-522.30-15	418.79	GPS Modem/Antennas
		1/23/2014	34465	100-0501-522.30-15	1,184.70	FH Inspector for IPAD

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CITY OF NEENAH...	45077...	1/23/2014	34469	743-0403-513.24-04	10,206.00	2013 Tax System Support
			Total for check: 45077		**11,809.49**	
NETWORK HEALTH SYSTEM INC	45078	1/23/2014	311380	100-0202-512.21-06	42.00	Drug Screen
			Total for check: 45078		**42.00**	
NEWSC	45079	1/23/2014	937	625-1010-541.32-01	1,500.00	2014 Membership
			Total for check: 45079		**1,500.00**	
PJC GROUP LLC	45080	1/23/2014		489-0305-562.73-01	7,429.00	TIF #11 Payment
			Total for check: 45080		**7,429.00**	
PONTEM SOFTWARE BY RIA INC	45081	1/23/2014		743-0403-513.24-04	1,040.86	Mapping & Imaging Program
			Total for check: 45081		**1,040.86**	
ROLAND MACHINERY EXCHANGE	45082	1/23/2014	41011294	731-1022-541.38-03	56.70	Antenna
			Total for check: 45082		**56.70**	
SPORTS GRAPHICS	45083	1/23/2014	1213-210	100-0202-512.30-16	1,866.61	Wellness Incentive
			Total for check: 45083		**1,866.61**	
SUNGARD PUBLIC SECTOR INC	45084	1/23/2014	76332	743-0403-513.24-04	2,806.00	Feb 2014 Maintenance
			Total for check: 45084		**2,806.00**	
SYN-TECH SYSTEMS	45085	1/23/2014	91137	731-1022-541.24-06	52.40	Cable Assy
			Total for check: 45085		**52.40**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
TAPCO	45086	1/23/2014	I442491	100-1008-541.30-18	163.82	Traffic Signal Flashers
			Total for check: 45086		**163.82**	
TASER INTERNATIONAL	45087	1/23/2014	SI1343981	100-0801-521.30-15	1,843.34	Bodycam/Handle/Holster
			Total for check: 45087		**1,843.34**	
UNIFIRST CORPORATION	45088	1/23/2014	097 0154317	731-1022-541.20-01	112.65	Mat/Mop/Clothing Service
			Total for check: 45088		**112.65**	
UNITED WAY FOX CITIES	45089	1/23/2014	20140123	100-0000-202.09-00	31.75	PAYROLL SUMMARY
			Total for check: 45089		**31.75**	
UR WASHINSTUFF INC	45090	1/23/2014	10067	100-0801-521.29-04	74.23	December Car Washes/PD
			Total for check: 45090		**74.23**	
US PETROLEUM EQUIPMENT	45091	1/23/2014	206595	731-1022-541.24-06	84.39	Gas Pump Service
			Total for check: 45091		**84.39**	
WE ENERGIES	45092	1/23/2014		100-0903-531.22-04	86.11	316 Racine St
				100-0701-533.22-03	11.43	North Street Account 7097-295-547
				100-0701-533.22-03	11.43	North Street Account 0428-970-058
			Total for check: 45092		**108.97**	
WINNEBAGO COUNTY CLERK OF COURTS	45093	1/23/2014	DIETZEN	100-0000-201.03-00	200.00	Bond/MEPD 14-0046
		1/23/2014	DITTER	100-0000-201.03-00	150.00	Bond/MEPD 13-0091
		1/23/2014	SIERRA	100-0000-201.03-00	385.00	Bond/MEPD 14-140 Warrant 12JV49
				100-0000-201.03-00	385.00	Bond/MEPD 14-140 Warrant 11JV362
			Total for check: 45093		**1,120.00**	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WINNEBAGO COUNTY TREASURER	45094	1/23/2014	LF120477	266-1027-543.25-01	421.75	Tire Disposal
		1/23/2014	LF120542	266-1027-543.25-01	451.20	December Recycling
		1/23/2014	LF120543	100-1016-543.25-01	12,794.20	December Refuse
				100-1017-543.25-01	3,545.52	December Refuse
			Total for check: 45094		**17,212.67**	
WISCONSIN DEPT OF FINANCIAL	45095	1/23/2014		100-0801-521.32-01	20.00	Notary - Styka
			Total for check: 45095		**20.00**	
WISCONSIN DEPT OF JUSTICE	45096	1/23/2014	L7101T	100-0801-521.21-06	112.00	
			Total for check: 45096		**112.00**	
WISCONSIN SUPPORT COLLECTIONS	45097	1/23/2014	20140123	100-0000-202.03-00	955.49	PAYROLL SUMMARY
			Total for check: 45097		**955.49**	
YMCA OF THE FOX CITIES	45098	1/23/2014	CM1Q14	100-0920-531.21-06	22,275.00	1st Qtr 2014 Installment
			Total for check: 45098		**22,275.00**	
ZARNOTH BRUSH WORKS INC	45099	1/23/2014	0147376-IN	100-0703-553.30-15	452.00	Broom Refill
			Total for check: 45099		**452.00**	
					207,312.91	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
SCHULTZ, VICKI	45100	1/24/2014	SCHULTZ	100-0000-201.03-00	67.17	Payroll
			Total for check: 45100		**67.17**	
					67.17	

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description	
ACC PLANNED SERVICE INC	45101	1/30/2014	11829	100-1001-514.82-01	12,906.63	City Hall A/C Install	
			Total for check: 45101		**12,906.63**		
ACCURATE	45102	1/30/2014	1400019	731-1022-541.38-03	142.10	Goodyear Airspring	12/30/13 Backorder
		1/30/2014	1400182	731-1022-541.30-18	10.23	5/16" Nitro 135 Drill	
		1/30/2014	1400183	731-1022-541.30-18	68.94	Heat Shrink Conn/Tubes	
		1/30/2014	1400411	731-1022-541.30-18	39.66	Nylock Nuts/Washers	
		1/30/2014	1400416	731-1022-541.30-18	24.43	3/8-16 x 3-1/2 HHCS GR 5	
				731-1022-541.30-18	139.09	Spring Pins/Bushings/Pans	
			Total for check: 45102		**424.45**		
AIRGAS USA LLC	45103	1/30/2014	9023213122	731-1022-541.30-18	6.49	Lens Mag	
		1/30/2014	9023213123	731-1022-541.30-18	1.66	Mig Gun Wshr Shock	
			Total for check: 45103		**8.15**		
APPLETON STEEL INC	45104	1/30/2014	32748	100-0703-553.30-18	7.43	Flat Cut	
			Total for check: 45104		**7.43**		
BADGER LAB & ENGINEERING INC	45105	1/30/2014	INV000055862	601-1020-543.21-02	315.00	Utilities Wastewaters	Dec 17-24, 2013
			Total for check: 45105		**315.00**		
BAHCALL RUBBER CO INC	45106	1/30/2014	640712-001	731-1022-541.38-03	57.17		
			Total for check: 45106		**57.17**		
BERGSTROM FORD OF NEENAH	45107	1/30/2014	26849	731-1022-541.38-03	40.20	Sensor Kit	
			Total for check: 45107		**40.20**		

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
BRAZEE ACE HARDWARE	45108	1/30/2014	024871	100-0801-521.24-03	22.27	PD/Men's sink drain
			Total for check: 45108		**22.27**	
BUBRICK'S	45109	1/30/2014	843860	100-0801-521.30-10	85.50	Paper/PD
		1/30/2014	843864	100-0801-521.30-10	57.49	Chair Mat/PD
			Total for check: 45109		**142.99**	
CARDMEMBER SERVICE	45112	1/30/2014		100-0601-551.30-13	36.16	Coffee/Piggly Wiggly
				731-1022-541.24-03	56.33	PWF Door Strip
				100-0000-132.00-00	151.32	Hand Sanitizer
				100-0601-551.30-13	178.43	Library Bulbs
				100-0000-132.00-00	159.15	Clorox Wipes
				743-0403-513.30-15	224.91	Best Buy
				100-0801-521.34-02	505.00	Paypal
				100-0801-521.34-03	79.00	Kalahari Resorts
				100-0801-521.30-15	205.00	Intoximeters
				100-0801-521.34-03	88.08	Kalahari Resorts
				100-0801-521.30-18	39.90	Safariland
				100-0801-521.30-15	451.74	Amazon Mktplace Pmts
				100-0801-521.30-15	379.00	B&H Photo-Video
				100-0801-521.30-15	45.94	Amazon Mktplace Pmts
				100-0801-521.30-15	64.00	Amazon Mktplace Pmts
				100-0801-521.29-04	(4.40)	Sears.com/Return/CREDIT
				100-0801-521.29-04	(7.82)	Sears.com/Return/CREDIT
				100-0801-521.29-04	294.99	Amazon Mktplace Pmts
				100-0801-521.29-04	92.50	Sears.com
				100-0801-521.29-04	164.21	Sears.com
				100-0801-521.19-03	80.00	Unique Specialties
				100-0801-521.29-04	59.95	Amazon Mktplace Pmts
				100-0801-521.34-03	79.00	Kalahari Resorts
				100-0801-521.30-12	339.80	Amz*Buydig
				100-0801-521.30-15	309.00	Amazon Mktplace Pmts
				100-0801-521.30-15	309.00	Amazon Mktplace Pmts

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Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
CARDMEMBER SERVICE...	45112...	1/30/2014...	...	100-0801-521.30-15	217.04	Tactical Medical
				100-0401-513.32-01	82.00	DSPS EPAY
				100-0703-553.34-03	7.04	Culvers
				100-0703-553.30-15	650.00	Sports-O-Motive
				100-0202-512.32-01	175.00	Natl Public Employer
				100-0202-512.30-16	495.00	Wellness Co
				100-0202-512.32-02	199.00	Fredpryor Careertrack
				100-0202-512.30-16	181.67	Welcoa Online
				100-0202-512.30-16	627.60	Heartmath LLC
				501-0304-562.21-10	51.00	TUC SHOPCO-LIVELAKEPAR
				100-0304-562.21-06	67.82	GOVCNCTN
			Total for check: 45112		**7,133.36**	
CARGILL INCORPORATED	45113	1/30/2014	2901493180	100-1006-541.30-18	10,008.49	Salt
		1/30/2014	2901499302	100-1006-541.30-18	13,063.22	Salt
			Total for check: 45113		**23,071.71**	
CARTEGRAPH SYSTEMS INC	45114	1/30/2014	R-0911614	743-0403-513.24-04	2,680.00	GIS/CarteLite-GIS Renewal
			Total for check: 45114		**2,680.00**	
CAVANAUGH CARRIAGES	45115	1/30/2014		100-0702-552.30-18	300.00	Winter Gala
			Total for check: 45115		**300.00**	
CRANE ENGINEERING SALES INC	45116	1/30/2014	279098-00	601-1020-543.30-18	1,017.80	Maintenance
			Total for check: 45116		**1,017.80**	
DILIBERTI, GINA	45117	1/30/2014	DILIBERTI	100-0702-552.20-05	100.00	Winter Gala
			Total for check: 45117		**100.00**	

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DREWS, JOHN	45118	1/30/2014	DREWS	100-0702-552.20-05	100.00	Winter Gala
			Total for check: 45118		**100.00**	
DUMKE & ASSOCIATES &	45119	1/30/2014	316 RACINE ST	100-0903-531.29-06	2,077.50	316 Racine St
			Total for check: 45119		**2,077.50**	
DUNSMOOR, CHRISTY	45120	1/30/2014	DUNSMOOR	100-0702-552.20-05	175.00	Winter Gala
			Total for check: 45120		**175.00**	
FOX CITIES REGIONAL PARTNERSHIP	45121	1/30/2014	41909	100-0304-562.21-06	8,750.00	2014 Economic Dev Pledge
				471-0304-562.21-10	8,750.00	2014 Economic Dev Pledge
			Total for check: 45121		**17,500.00**	
FOX STAMP SIGN & SPECIALTY	45122	1/30/2014	OE-23390	100-0401-513.30-10	28.90	Ink Pads
			Total for check: 45122		**28.90**	
FOX VALLEY OVERHEAD DOOR INC	45123	1/30/2014	00045307	731-1022-541.24-03	342.80	New Gate Timer/Install
			Total for check: 45123		**342.80**	
GOLD STRIPE CONSULTING	45124	1/30/2014		100-0801-521.34-02	75.00	
			Total for check: 45124		**75.00**	
GRAINGER INC	45125	1/30/2014	9331635624	207-0707-552.24-03	26.56	Run Capacitor
			Total for check: 45125		**26.56**	
HARDER, ANNE MARIE	45126	1/30/2014	HARDER	100-0702-552.20-05	100.00	Winter Gala
			Total for check: 45126		**100.00**	

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TEAGAN JANNESS-JORDING	45127	1/30/2014	HATTIE MINOR	822-0413-554.30-16	250.00	Spring 2014 Scholarship	
			Total for check: 45127		**250.00**		
JX ENTERPRISES INC	45128	1/30/2014	G-233390006	731-1022-541.38-03	103.22	Clamp/Seal/Gasket	
			Total for check: 45128		**103.22**		
LEVENHAGEN CORPORATION	45129	1/30/2014	051837A-IN	100-0000-131.00-00	25,812.78	Fuel	
			Total for check: 45129		**25,812.78**		
MATTHEWS TIRE & SERVICE CENTER	45130	1/30/2014	49902	731-1022-541.38-02	(81.46)	Retread Adjust/CREDIT	
		1/30/2014	49904	731-1022-541.38-02	91.96	Flat Repair/Hardware	
		1/30/2014	49905	731-1022-541.38-02	641.36	Tire, Valve Stem/Hardware	
			Total for check: 45130		**651.86**		
MENARDS-APPLETON EAST	45131	1/30/2014	37625	731-1022-541.24-03	12.29	Door Bottom	
				100-0601-551.30-13	24.97	LED Lights	
			Total for check: 45131		**37.26**		
MENASHA JOINT SCHOOL DISTRICT	45132	1/30/2014	JANMOBILEHOME	100-0000-412.00-00	6,094.78	January Mobile Home	
			Total for check: 45132		**6,094.78**		
MENASHA NEENAH MUNICIPAL COURT	45133	1/30/2014	KNOKE	100-0000-201.03-00	139.00	Bond/MEPD 14-36	Q421647-2
				100-0000-201.03-00	139.00	Bond/MEPD 14-37	Q421648-3
		1/30/2014	KORTH	100-0000-201.03-00	344.00	Bond/MEPD 14-29	
		1/30/2014	PLANTE	100-0000-201.03-00	139.00	Bond/MEPD 14-7	
			Total for check: 45133		**761.00**		
MENASHA TREASURER	45134	1/30/2014		485-0304-562.80-02	818.63	2027 Manitowoc Rd/7-11-08	
				100-0000-441.14-00	5.00	1108 Province Ter/7-15-03	
				100-0000-441.14-00	5.00	1108 Province Ter/7-15-03	

AP Check Register
Check Date: 1/30/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MENASHA TREASURER...	45134...	1/30/2014...	...	100-0000-441.14-00	5.00	640 Keyes St/3-132
				100-0000-441.14-00	5.00	2967 Chrystella/7-1772-59
			Total for check: 45134		**838.63**	
MENASHA UTILITIES	45136	1/30/2014		100-1008-541.22-03	426.48	Electric
				100-0000-123.00-00	19.37	Electric
				100-1012-541.22-03	108.58	Electric
				100-0304-562.22-03	17.92	Electric
				625-0304-562.22-03	8.24	Electric
				100-1013-541.22-03	56.33	Electric
				100-1013-541.22-06	277.51	Storm
				207-0707-552.22-03	165.94	Electric
				207-0707-552.22-05	34.42	Water/Sewer
				207-0707-552.22-06	48.76	Storm
				100-0703-553.22-03	440.15	Electric
				100-0703-553.22-05	144.40	Water/Sewer
				100-0703-553.22-06	341.27	Storm
				100-1001-514.22-03	175.59	Electric
				100-0305-562.22-06	2.50	Storm
				100-1014-543.22-06	53.13	Storm
				267-0102-581.22-06	12.50	Storm
				601-1020-543.22-03	30.10	Electric
				267-0102-581.22-05	278.22	December Water
				267-0102-581.22-03	2,611.18	Electric/198 River St
				207-0707-552.22-03	268.13	Racine St Bridge
				207-0707-552.22-05	34.42	Racine St Bridge
				501-0304-562.22-03	34.98	3031 Whisper Falls Lane
				501-0304-562.22-06	89.85	3031 Whisper Falls Lane
				207-0707-552.22-05	48.00	Tayco St Bridge
				207-0707-552.22-03	100.00	
			Total for check: 45136		**5,827.97**	
MODERN BUSINESS MACHINES	45137	1/30/2014	26332698	743-0403-513.29-01	223.76	Oct 1 - Dec 31 Contract

AP Check Register
Check Date: 1/30/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
MODERN BUSINESS MACHINES...	45137...	1/30/2014...	26332698...	743-0403-513.29-01	38.90	Dec 1 - Dec 31 Contract
		1/30/2014	26333166	743-0403-513.29-01	243.10	Feb 1 - Feb 28 Contract
			Total for check: 45137		**505.76**	
MONOPRICE INC	45138	1/30/2014	9635102	743-0403-513.29-01	31.01	Toner
				743-0403-513.30-15	8.39	Power Cord/Cable
			Total for check: 45138		**39.40**	
MORPHOTRAK INC	45139	1/30/2014	118441	100-0801-521.30-15	1,700.00	Morphoident & Assessories
			Total for check: 45139		**1,700.00**	
CITY OF NEENAH	45140	1/30/2014		100-0501-522.25-01	259,083.00	Fire/Rescue Services
			Total for check: 45140		**259,083.00**	
RAY O'HERRON CO INC	45141	1/30/2014	1339920-IN	100-0801-521.19-03	156.66	Pants
			Total for check: 45141		**156.66**	
OLSON, JEFF	45142	1/30/2014	OLSON, JEFF	100-0702-552.20-05	400.00	Winter Gala
			Total for check: 45142		**400.00**	
REGISTRATION FEE TRUST TVRP	45143	1/30/2014	70ME	100-0000-454.00-00	500.00	Parking Ticket Processing
			Total for check: 45143		**500.00**	
RICK'S AUTO GLASS INC	45144	1/30/2014	I109053	731-1022-541.29-04	154.12	Windshield
			Total for check: 45144		**154.12**	
ROLAND MACHINERY EXCHANGE	45145	1/30/2014	41011487	731-1022-541.38-03	108.78	Antenna Attachment
			Total for check: 45145		**108.78**	

AP Check Register
Check Date: 1/30/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
DR TERESA RUDOLPH	45146	1/30/2014		100-0903-531.21-05	150.00	Monthly Medical Services
			Total for check: 45146		**150.00**	
R A SMITH NATIONAL INC	45147	1/30/2014	111938	100-0304-562.21-02	3,100.00	December Services
			Total for check: 45147		**3,100.00**	
SMT MANUFACTURING & SUPPLY	45148	1/30/2014	0025958-IN	207-0707-552.24-03	33.24	Seal & Set
		1/30/2014	0026002-IN	207-0707-552.24-03	65.76	Bearings
			Total for check: 45148		**99.00**	
SPEEDY CLEAN DRAIN & SEWER INC	45149	1/30/2014	56137	731-1022-541.21-06	388.50	Water Jet Main Line - PFW
			Total for check: 45149		**388.50**	
STAPLES ADVANTAGE	45150	1/30/2014	3218978260	100-1001-514.30-10	560.50	Copy Paper
				100-0401-513.30-10	51.99	Office Supplies
			Total for check: 45150		**612.49**	
STRZALKA, STEPHANIE	45151	1/30/2014	STRZALKA	100-1006-541.30-18	50.00	1225 Airport/Mailbox Dama
			Total for check: 45151		**50.00**	
SYN-TECH SYSTEMS	45152	1/30/2014	91261	731-1022-541.24-06	2,574.00	Cable Assys/Fill Rings
			Total for check: 45152		**2,574.00**	
TAPCO	45153	1/30/2014	I442949	100-1019-552.30-18	59.31	Signal Head Cover
				100-1008-541.30-18	59.30	Signal Head Cover
		1/30/2014	I442969	100-1008-541.30-18	260.85	Sheeting/Blanks PO#5902
		1/30/2014	I443160	100-1008-541.30-18	686.42	Stock - Traffic Signals
			Total for check: 45153		**1,065.88**	

AP Check Register
Check Date: 1/30/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
THEDACARE	45154	1/30/2014	9200856932	100-0801-521.21-05	58.90	Venipuncture
			Total for check: 45154		**58.90**	
UNIFIRST CORPORATION	45155	1/30/2014	097 0154805	731-1022-541.20-01	112.65	Uniform/Supply Service
			Total for check: 45155		**112.65**	
US VENTURE	45156	1/30/2014	L48716	731-1022-541.21-06	12.00	Sample
			Total for check: 45156		**12.00**	
UW-FOX VALLEY	45157	1/30/2014	14-22036	100-0405-513.21-08	1,380.00	4th Qtr Videotape Meeting
			Total for check: 45157		**1,380.00**	
VERIZON WIRELESS	45158	1/30/2014	9717692822	743-0403-513.30-15	153.25	Telephone
		1/30/2014	9717692823	100-0801-521.22-01	228.49	PD Cell Phones
				743-0403-513.30-15	440.19	Broadband Charges
			Total for check: 45158		**821.93**	
VISION INSURANCE PLAN OF AMERICA	45159	1/30/2014	140080	100-0000-204.10-00	1,112.00	February Insurance
		1/30/2014	141243	100-0000-204.10-00	1,103.00	January Insurance
			Total for check: 45159		**2,215.00**	
WAWP	45160	1/30/2014		100-0801-521.34-02	240.00	Registration
			Total for check: 45160		**240.00**	
WE ENERGIES	45161	1/30/2014		100-0703-553.22-04	21.07	2170 Plank Road
				100-0000-123.00-00	972.12	N-M Fire
				100-1001-514.22-04	1,622.39	City Hall
				100-0801-521.22-04	1,342.44	Police
				100-0920-531.22-04	429.85	Senior Center
				100-0601-551.22-04	3,594.96	Library

AP Check Register
Check Date: 1/30/2014

Vendor Name	Check Number	Check Date	Invoice Number	Account Number	Amount	Description
WE ENERGIES...	45161...	1/30/2014...	...	100-0703-553.22-04	1,165.86	Parks
				100-0704-552.22-04	361.03	Pool
				207-0707-552.22-04	76.44	Marina
				731-1022-541.22-04	5,622.15	Garage
			Total for check: 45161		**15,208.31**	
WENDLANDT, GARRETT	45162	1/30/2014	WENDLANDT	100-0702-552.20-05	100.00	Winter Gala
			Total for check: 45162		**100.00**	
WINNEBAGO COUNTY TREASURER	45163	1/30/2014	5200	743-0403-513.24-04	7,600.00	2014 LRMS Charges
		1/30/2014	5267	100-0805-521.25-01	102.92	December Inmate Housing
			Total for check: 45163		**7,702.92**	
WINNEBAGO COUNTY TREASURER	45164	1/30/2014		100-0000-201.03-00	2,109.56	Seized/Unclaimed Monies
			Total for check: 45164		**2,109.56**	
WISCONSIN FASTENER SUPPLY INC	45165	1/30/2014	145047	100-1008-541.30-18	33.50	Paint Strainer
			Total for check: 45165		**33.50**	
					409,712.78	

To: Menasha Common Council

From: Jenny Groeschel and Ginger Tralongo, Police Records

RE: Beverage Operator License (Bartender) Applicants

Date: **January 29, 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:

Tina VanHandel
Larissa Filz
Jeannette Sutherland

The following individual has applied for a bartender license to serve, dispense and/or sell alcohol at a licensed establishment in the City. They have not met the criteria under the "Guidelines for Operator Licenses" approved by the Common Council. Therefore, staff is recommending the following person be **DENIED** an Operator's License:

Melissa R. Stevenson

Cc: Chief Styka (via email)

Denial

1/21/14 entered GT

City of Menasha • Police Department

Menasha

1/21/14 mrsdcp@gmail.com emailed letter 1/21/14 G.T. *Claimed she did not receive original letter in mail. Ron said she could appear at next mtg. on 2/3/14. G.T.

January 2, 2014

Melissa R. Stevenson
60 Tayco St
Menasha, WI 54952

Re: City of Menasha Alcohol Operators License Application

Dear Ms. Stevenson,

Upon conducting a background investigation in relationship to your Alcohol Operators License Application, the following information was determined. On October 22, 2009 you were convicted of Operating a Motor Vehicle While Suspended through the Town of Menasha Municipal Court. On February 11, 2011 you were convicted of Operating a Motor Vehicle While Suspended in the Little Chute Municipal Court. On May 6, 2011 you were convicted of a forfeiture Resisting/Obstructing an Officer in Outagamie County. On July 26, 2011 you were convicted of Operating a Motor Vehicle While Suspended out of the Wisconsin Rapids Municipal Court. On September 14, 2011 you were convicted of Operating a Motor Vehicle While Suspended through the Town of Grand Chute Municipal Court. On April 25, 2012 you were convicted of Operating a Motor Vehicle after Revocation through the Neenah/Menasha Municipal Court. On June 6, 2012 you were convicted of Operating a Motor Vehicle after Revocation through the Neenah/Menasha Municipal Court. On July 11, 2012 you were convicted of Operating a Motor Vehicle after Revocation through the Neenah/Menasha Municipal Court. And on September 12, 2012 you were convicted of Operating a Motor Vehicle after Revocation in the Neenah/Menasha Municipal Court.

Based on your convictions that I have previously described, I will be recommending that the Common Council deny your request for an Alcohol Operators License in the City of Menasha, because under Guideline #3 you are considered a Habitual Law Offender.

Engaging in bartending involves the purchase and sale of a closely regulated substance/alcohol. Individuals granted an Alcohol Operators License must act in cooperation with Law Enforcement to enforce the Alcohol Beverage Laws, drunk driving laws and assist with minimizing disturbances of the peace and maintaining the safety of the community. The incidents that you have been convicted of substantially relate to the license for which you have applied and arose out of separate incidents which occurred within a period of time over the last five (5) years.

The City of Menasha Police Department is recommending to the Common council that they deny your application for an Alcohol Operators License within the City of Menasha. The recommendation will be given to the Common Council at its next meeting on ~~January 20~~, 2014 at 6:00 p.m. or shortly thereafter. Should you wish to provide

February 3rd, 2014

comment to the Common Council on your application, you may do so during the public participation portion of the meeting.

Sincerely,

Lt. Ron Bouchard
Investigative Services
City of Menasha Police Department

MEMORANDUM

To: City of Menasha Common Council

From: Peggy Steeno, Director of Administrative Services

Date: February 3, 2014

RE: RESOLUTION R-3-14 – Resolution Approving a Partial Property Tax Rescission (The Ponds of Menasha, LLC)

BACKGROUND

Per Wisconsin State Statutes, the removal of Property Taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission is appropriate and necessary. There are currently fifty (50) properties that, due to an error by the Assessor, were incorrectly charged for the 2013 tax year. Therefore, the taxes that were overcharged need to be rescinded.

ANALYSIS

Below are the details and reason that these properties are being presented for partial rescission. In addition, the specific condition as outlined by State Statutes is included:

50 Parcels / The Ponds of Menasha / Various - $29,811.00 – *(State Statute 74.33 (a) – A clerical error has been made in the description of the property or in the computation of the tax.)* – The Assessor inadvertently classified fifty lots, as detailed on ATTACHMENT A, as buildable, residential lots, when, if fact, all of the parcels are unbuildable at this time due to not being accessible by a public street. Therefore, our records were not correct. This error has been corrected by the Assessor.

FISCAL IMPACT

The impact of the above referenced rescission is dependent on the outcome of the Wisconsin Department of Revenue's (DOR) review of the City's chargeback request as submitted annually by October 1st. The best case for the City would be that it would recover $17,777.60 from the other taxing authorities as part of the chargeback process.

RECOMMENDATION

Staff recommends that Council authorize this resolution to rescind the above noted taxes as outlined.

RESOLUTION R-3-14

Resolution Approving a Partial Property Tax Rescission

Introduced by Mayor Merkes

Whereas, the property taxes detailed on ATTACHMENT A, and summarized below, were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), and partial rescission of the tax due is appropriate:

The Ponds of Menasha, LLC
Menasha, WI 54952
(ID #Various) $29,811.00

THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Menasha that the proper City Officials are herby authorized and directed to rescind the sum of $29,811.00.

BE IT FURTHER RESOLVED that the proper City Officials are authorized and directed to seek compensation from the other taxing entities, if applicable, per Wisconsin State Statutes 74.41.

Passed and approved this _____day of February, 2014

_____ _____
Donald Merkes, Mayor Deborah A. Galeazzi, City Clerk

ATTACHMENT A

City of Menasha

Ponds of Menasha Subdivision - 2013 Valuation & Tax Bill Change Report

TAXING JURISDICTIONS:	2013 Rate
State of Wisconsin	$0.1553
Calumet County	$4.2146
City of Menasha	$9.6268
Appleton School District	$8.6017
VOC. Technical College	$1.8063
Utility District	$0.6859
Mill Rate Prior to School Tax Credit:	$25.0906
Less: School Tax Credit	-$1.2416
Net Mill Rate:	**$23.8490**

PARCEL	LOT	2013 - Vacant Land Assessment	2013 Original Tax Bill		2013 Corrected Land Assessment	2013 Corrected Tax Bill
7-01772-05	LOT 6	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-06	LOT 7	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-07	LOT 8	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-08	LOT 9	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-09	LOT 10	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-10	LOT 11	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-11	LOT 12	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-12	LOT 13	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-13	LOT 14	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-14	LOT 15	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-15	LOT 16	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-16	LOT 17	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-17	LOT 18	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-18	LOT 19	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-19	LOT 20	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-20	LOT 21	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-21	LOT 22	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-22	LOT 23	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-23	LOT 24	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-24	LOT 25	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-25	LOT 26	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-26	LOT 27	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-27	LOT 28	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-28	LOT 29	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-29	LOT 30	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-30	LOT 31	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-31	LOT 32	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-32	LOT 33	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-33	LOT 34	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-34	LOT 35	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-62	LOT 63	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-63	LOT 64	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-64	LOT 65	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-65	LOT 66	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-66	LOT 67	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-67	LOT 68	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-68	LOT 69	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-69	LOT 70	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-70	LOT 71	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-71	LOT 72	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-72	LOT 73	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-73	LOT 74	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-74	LOT 75	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-75	LOT 76	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-76	LOT 77	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-77	LOT 78	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-78	LOT 79	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-79	LOT 80	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-80	LOT 81	$30,000.00	$715.47		$5,000.00	$119.25
7-01772-81	LOT 82	$30,000.00	$715.47		$5,000.00	$119.25
	TOTALS:	**$1,500,000.00**	**$35,773.50**		**$250,000.00**	**$5,962.50**

Amount to be Rescinded	***$29,811.00***

MEMORANDUM

To: City of Menasha Common Council

From: Peggy Steeno, Director of Administrative Services

Date: February 3, 2014

RE: RESOLUTION R-4-14 – Resolution Approving a Partial Property Tax Rescission / Refund (Randolph J. Laux and Emily Laux Revocable Trust)

BACKGROUND

Per Wisconsin State Statutes, the removal of Property Taxes needs to be authorized by the Common Council. Statutes enumerate specific conditions under which a rescission/refund is appropriate and necessary. There is currently one property that, due to an error in the legal description, has been incorrectly charged for the 2012 tax year. Therefore, the taxes that were overcharged need to be rescinded and refunded.

ANALYSIS

Below are the details and reason that this property is being presented for partial rescission and refund. In addition, the specific condition as outlined by State Statutes is included:

Parcel 5-00516-14 / Randolph J. Laux and Emily Laux Revocable Trust / 1829 Plank Road - $1,210.57 – *(State Statute 74.33 (a) – A clerical error has been made in the description of the property or in the computation of the tax.)* – The legal description of the parcels was incorrect, and it impacted the taxable lot size. As a result of the tax listing error in the description, the parcel was incorrectly assessed for excess acreage. Therefore, our records were not correct. This has been corrected by the Assessor.

FISCAL IMPACT

The impact of the above referenced rescission is dependent on the outcome of the Wisconsin Department of Revenue's (DOR) review of the City's chargeback request as submitted annually by October 1st. The best case for the City would be that it would recover $738.24 from the other taxing authorities as part of the chargeback process.

RECOMMENDATION

Staff recommends that Council authorize this resolution to rescind and refund the above noted taxes as outlined.

RESOLUTION R-4-14

Resolution Approving a Partial Property Tax Rescission

Introduced by Mayor Merkes

Whereas, the property taxes were assessed improperly, per Wisconsin State Statutes 74.33 (1) (a), and partial rescission and refund of the tax due is appropriate:

Randolph J. Laux and Emily Laux Revocable Trust
1829 Plank Road
Menasha, WI 54952
(ID #5-00516-14) $1,210.57

THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Menasha that the proper City Officials are herby authorized and directed to rescind and refund the sum of $1,210.57.

BE IT FURTHER RESOLVED that the proper City Officials are authorized and directed to seek compensation from the other taxing entities, if applicable, per Wisconsin State Statutes 74.41.

Passed and approved this _____day of February, 2014

_____ _____
Donald Merkes, Mayor Deborah A. Galeazzi, City Clerk