

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  
IT STEERING COMMITTEE  
Third Floor, Council Chambers  
140 Main Street, Menasha**

**January 28, 2009**

**8:15 AM**

**AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
  - 1. [January 21, 2009](#)
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THIS AGENDA.  
(five (5) minute time limit for each person)
- E. ACTION ITEMS
  - 1. [Committee discussion and recommendation on entering into an agreement with Menasha Utilities for increased bandwidth \(agreement to be distributed as soon as available\)](#)
- F. ADJOURNMENT

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

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**CITY OF MENASHA  
IT STEERING COMMITTEE  
Gegan Room, Menasha Public Library  
440 First Street, Menasha**

**January 21, 2009**

**8:15 AM**

**MINUTES**

**A. CALL TO ORDER**

Meeting called to order at 8:16 AM by CHAIRMAN Wisneski.

**B. ROLL CALL/EXCUSED ABSENCES**

Present: CHAIRMAN Wisneski, COMP Stoffel, HR Specialist Taubel, ITMgr Lacey and PC Stanke

Excused: AP Beckendorf

Also Present: CC Galeazzi, ITSupv James, PL Brunn, Mr. Larry Schmitz of Common Sense Solutions LLC and Mr. Tom Prosser and Mr. Tim Scheffield (by telephone) of One Communications

**C. MINUTES TO APPROVE**

1. [December 17, 2008](#)

Motion by ITMgr Lacey, seconded by HR Specialist Taubel to approve the minutes of the December 17, 2008 IT Steering Committee meeting. Motion carried

**D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THIS AGENDA.**

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

NONE

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## E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

### 1. Committee monthly update on status of projects/operations/costs

ITMgr Lacey distributed and reviewed the IT Department report for the month of December, 2008. All departments were able to remove their NOVUS archived documents from the NOVUS server as requested by year end. ITMgr Lacey did note that MAYOR Merkes was very helpful in reminding departments to stay on task with this project. CHAIRMAN Wisneski made note that the video streaming of Council meetings is going very well.

## F. ACTION ITEMS

### 1. Committee discussion on telephone outage in November (Tom Prosser, One Communications)

Mr. Prosser and Mr. Scheffield reviewed with the Committee the one hour and twenty minute (10:05 – 11:25 AM) outage of telephone service on November 18<sup>th</sup>, 2008. The outage was state-wide, including Milwaukee, Madison and Green Bay and was caused by a software bug discovered during a changeover to newer software. Mr. Scheffield explained that all software updates are tested in a lab environment before being applied to the telephone network. This bug was not uncovered during that testing process much to the surprise of the vendor, "Performance Technologies". There was a very high call volume on that particular day which led to the problem. Mr. Schmitz and ITMgr Lacey raised many questions with Mr. Scheffield as to why this was not discovered in the testing phase and what was being done to prevent it from happening in the future. The City has been assured that "One Communications" is doing all it can to prevent a repeat of this incident. CHAIRMAN Wisneski reminded Mr. Prosser that about six months ago when the City experienced a similar outage, similar comments about this not happening again were made. Mr. Prosser left the meeting at 8:55 AM

### 2. [Committee discussion and recommendation on entering into an agreement with Menasha Utilities for increased bandwidth](#)

Mr. Schmitz and ITMgr Lacey briefed the Committee on the agreement proposed by Menasha Utilities to provide increased bandwidth to the City and suggested changes. There were several areas in the agreement that were not satisfactory to the City. ITMgr Lacey would like to get the agreement in place as soon as possible to alleviate current problems with the City's limited bandwidth. The Committee requested that Mr. Schmitz and ITMgr Lacey meet with Mr. John Teale of Menasha Utilities and see if some changes to the agreement can be made. A special meeting of the IT Steering Committee is set for Wednesday, January 28<sup>th</sup> to review the updated agreement so it could be included on the Common Council agenda of February 2<sup>nd</sup> if recommended by the Committee. City Attorney Brandt will be invited to that meeting to discuss the revised agreement. Mr. Schmitz left the meeting at 9:20 AM.

### 3. Committee discussion on developing a more secure archiving process for all committee minutes

ITSupv reviewed with the Committee a flowchart he had prepared showing how he sees future archiving of agendas and minutes will be accomplished. Documents will be stored on a **Storage Area Network** with restricted access to prevent alteration of documents. Only the **Minutes** and

**Agenda Coordinators** in each department will be able to archive documents on the SAN. Once filed, only by written requests will a MAC be able to retrieve a document. This is the same process in use by the Police Department for the storage of all media used as evidence in a legal matter. This item was only to inform the Committee of the process, and with no objections being raised by the Committee members present, the process will be put into action.

4. Committee discussion on next IT Steering Committee Meeting Date – February 18<sup>th</sup>, third Wednesday

After discussion, by consensus of the Committee members present, the next regular Information Technology Steering Committee meeting will be held on Wednesday, February 18<sup>th</sup>, at 8:15 AM in the Gegan Room of the Menasha Public Library

#### G. ADJOURNMENT

Motion by ITMgr Lacey, seconded by PC Stanke to adjourn. Motion carried. Meeting adjourned at 9:58 AM.

Respectfully submitted,

Thomas Stoffel  
Committee Secretary



MENASHA UTILITIES
INTERNET ACCESS SERVICE AGREEMENT

For MU office use only

Customer Name: City of Menasha

Service Address: 140 Main Street

Billing Address: 140 Main Street

Phone: 967.3637

Requested Service: Dedicated 10 Meg Fiber Internet Connection

Comments:

Installation Date:

By:

Work Order No.

Account No.

Billing Entered:

By:

This Agreement is between Menasha Utilities ("MU") and Customer for the purpose of establishing the terms and conditions under which MU will provide Internet Access Service to Customer.

1. Service Description. MU shall provide Internet Access Services ("Service") to Customer's site and provide maintenance for this Service. MU shall provide Customer any electronic equipment required to interface with Customer's Ethernet network. Customer will, at its own expense, be responsible for all site preparation activities necessary for installation of the Service.

2. Applicable Fees.

a. \$1400.00 per month from installation date to December 4, 2013.

3. Term. This Agreement shall commence on the Installation Date and shall remain in effect until December 4, 2013. At the end of the Initial Contract Term, this Agreement shall automatically renew for successive 30-day periods at a rate to be established, unless terminated by either party on giving 60 days' prior written notice.

4. Billing/Payments. Customer's usage billing period begins on the 1st day of each month and ends on the last day of the month. MU will furnish Customer a bill for such usage on a monthly basis. Payments are due within 45 days of the date of the bill. Customer's account will be subject to termination if payment is not received within this 45-day period. Customer will be notified 2 days before Service is disconnected.

5. Late Fee. A 1.5% per month late payment fee will be assessed on all past due amounts.

6. Termination.

a. In the event Customer terminates Service during the Contract Term, the customer shall notify MU in writing sixty (60) days prior to the termination date and customer shall owe two (2) monthly payments on the termination date to MU.

7. **Limitations.** MU is not responsible or liable for: (a) installing hardware and/or software in a different computer after initial installation; (b) re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer; or (c) damage to equipment or property as a result of lightning, wind, or other acts of nature.

8. **Damages.** Under no circumstances shall MU be liable for any indirect, incidental, special, punitive, or consequential damages that result from Customer's use of or inability to access any part of the Internet or Customer's reliance on or use of information, services, or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, loss, theft, deletion of files, errors and defects, unless caused by the conduct of MU.

9. **Use of Internet.** Customer hereby acknowledges that the Internet is not owned, operated, or managed by MU and that it is a separate network of computers independent of MU. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable federal, state, and local laws and regulations.

10. **Lawful Uses.** Customer agrees to use MU's network only for lawful purposes. The transmission of any material in violation of any federal, state, or local laws or regulations is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, material protected by trade secret.

11. **No Warranties.** MU makes no warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. MU specifically disclaims any responsibility for the accuracy of quality of information obtained through use of its Service.

12. **Interruption of Service.** Routine maintenance and periodic system repairs, upgrades and reconfigurations public emergency or necessity, force majeure, restrictions imposed by law, acts of nature, labor

disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Service. Such interruption shall not exceed six (6) hours. MU shall provide notice to customer when service will be interrupted.

13. **Additional Terms.**

a. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law provisions.

b. This Agreement shall not be assignable by Customer.

c. If any one of the paragraphs in the Agreement is found to be unenforceable or invalid, Customer's and MU's agreement on all other paragraphs is not affected.

d. This Agreement contains the entire agreement of the parties with respect to the matters covered under this Agreement.

**The undersigned Customer hereby requests MU to install the Service and agrees to the terms and conditions stated in this Agreement.**

Customer Signature:

\_\_\_\_\_  
Date:  
Mayor

\_\_\_\_\_  
Date:  
Clerk

MU Signature:

\_\_\_\_\_  
Date: