

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
Gegan Room, Menasha Public Library
140 Main Street, Menasha**

January 21, 2009

8:15 AM

AGENDA

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [December 17, 2008](#)
- D. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THIS AGENDA.
(five (5) minute time limit for each person)
- E. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS
 - 1. Committee monthly update on status of projects/operations/costs
- F. ACTION ITEMS
 - 1. [Committee discussion and recommendation on entering into an agreement with Menasha Utilities for increased bandwidth](#)
 - 2. Committee discussion on developing a more secure archiving process for all committee minutes
 - 3. Committee discussion on telephone outage in November (Tom Prosser, One Communications)
 - 4. Committee discussion on next IT Steering Committee Meeting Date – February 18th, third Wednesday
- G. 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."

**City of Menasha
Information Technology Steering Committee
Gegan Room
Menasha Public Library
Wednesday December 17, 2008
8:15 A.M.
Minutes**

I. Call to Order

Meeting called to order at 8:20 AM by CHAIRMAN Wisneski.

II. Roll Call/Excused Absences

Present:: CHAIRMAN Wisneski, AP Beckendorf (8:35), COMP Stoffel, HR Specialist Taubel, ITMgr Lacey, PL Brunn and PWS Jacobson

Excused:

Also Present: ITSupv James and Mr. Larry Schmitz of Common Sense Solutions LLC.

III. Minutes to Approve – Minutes and Communications to Receive – Approval of Minutes of October 15, 2008 IT Steering Committee meeting.

Motion by ITMgr Lacey, seconded CHAIRMAN Wisneski by to approve the minutes of the October 15, 2008 IT Steering Committee meeting. Motion carried.

IV. Public Comments on any matter of concern to this agenda – Five (5) minute time limit for each person

NONE

V. Report of Department Heads/Staff/Consultants – Committee monthly update on status of projects/operations/costs

ITMgr Lacey explained to the Committee that the department is at the saturation level and he is concerned that he can no longer effectively manage the City network. The City recently encountered a virus which took many man hours to contain and correct. This may have been avoided if department staff had more time to complete the “Sneaker net” project that was on the schedule. Also other City staff are not responding to requests to convert NOVUS documents to the new format. This is causing the delay in shutting down the server which houses

the NOVUS files, cleaning that server and reusing that server for bringing the City's website in-house. Mr. Schmitz commented that when you done "critical task scheduling" everyone must do their part or the process will fall behind on the timeline. ITMgr Lacey gave a brief history of how far the City has come in technology since he first became associated with Menasha. He is very concerned that systems will fail and that staff do not understand what is expected and who is responsible for getting tasks done in a timely manner.

ITMgr Lacey then went on to explain the virus started at 10:00 PM Sunday, 12/14 and how the virus attacked the City network, that 45 computers were affected and that the virus moved alphabetically. It took until 12/17 to bring it under control and the cleaning of the computers is still ongoing.

ITMgr Lacey also updated the Committee on the status of the SUNGARD HTE and fuel tracking software.

VI. ACTION ITEMS – Committee discussion and recommendation on entering into an agreement with Common Sense Solutions LLC for consulting services for 2009

ITMgr Lacey explained his relationship with Mr. Schmitz and Common Sense Solutions, LLC. The company does not provide technical services but rather gives direction on planning for future IT changes and improvements. Motion by ITMgr Lacey, seconded by PWS Jacobson to recommend to the Common council to enter into an agreement with Common Sense Solutions, LLC for consulting services for 2009 and authorize signatures. Both AP Beckendorf and HR Specialist Taubel made positive comments on retaining Common Sense Solutions, LLC because they are very helpful and staff are comfortable with them. They tell the City what it needs to hear, not what it wants to hear. Motion carried.

ACTION ITEMS – Committee discussion on developing an employee Intranet site on the webpage

HR Specialist Taubel had requested this agenda item and explained that other cities have this service in use for their employees. There is a lot of general employee information and employee forms which could be placed on the website and with the purchase of additional software, information specific to a single employee could also be provided. HR Specialist Taubel offered to do the research and legwork on this item. Mr. Schmitz and ITMgr Lacey both thought this was a good idea. The question then arose as to who would be in charge of keeping the information current. Because it will be operated for employee use, HR Specialist Taubel thought that task should be done by the Human Resources Department. Over the next two months HR Specialist Taubel, ITMgr Lacey and

ITSupv James will look at what other cities have done and schedule a meeting with the city of Neenah who already has this intranet up and running. This item will next show up on the February IT Steering Committee agenda.

ACTION ITEMS – Committee discussion and recommendation on contracting to have City Website Management/Hosting moved in-house

ITMgr Lacey distributed a proposal from AVASTONE TECHNOLOGIES, LLC to bring the City's website in-house. Currently the City's website is hosted by Heartland and to have changes made to the website requires us to contact them. The request may not be acted upon immediately due to the host's work schedule. Also, the City has experienced problems with Heartland moving our website to a different server and discovering that not all the links continue to work as they have in the past. Although there is no direct cost for getting this fixed, there is an indirect cost of our IT Department having to work with Heartland to get the website back to where it originally was. This last incident took between 20 and 30 hours of ITMgr Lacey time.

Bringing the website in-house will eliminate those two concerns and also give us unlimited space as opposed to having to incrementally increase space and cost when needed. Currently the City has to pull off older videos to make space for current videos. Mr. Schmitz spoke in favor of making this change. Motion by PWS Jacobson, seconded by HR Specialist Taubel to recommend to the Common Council to accept the proposal from AVASTONE TECHNOLOGIES, LLC to provide website transfer and modifications and authorize signatures. AP Beckendorf questioned if the IT Department had the time to manage the City's website in-house. Staff spends time working on these problems now and the service is out sourced so this really does not add to management hours. Motion carried. This will also provide a better vehicle for an employee intranet site if it is moved in-house.

ACTION ITEMS – Committee discussion on next IT Steering Committee meeting date – January 21st, third Wednesday

After discussion, by consensus of the Committee members present, the next Information Technology Steering Committee meeting will be held on Wednesday, January 21st, at 8:15 AM in the Gegan Room of the Menasha Public Library.

VII. ADJOURNMENT

Motion by HR Specialist Taubel, seconded by ITMgr Lacey to adjourn. Motion carried. Meeting adjourned at 10:10 AM.

Respectfully submitted,

Thomas Stoffel
Committee Secretary

DRAFT



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:
1 to 10 Computers - \$85.34/mo.
11 to 25 Computers - \$164.76/mo.
>25 Computers - \$335.50/mo.

Comments: 10Meg Connection - \$1400.00/month (5-year contract)

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. Customer shall pay the following fees in addition to the monthly service fee listed above:

Other services: \$ /mo.

Extension fee: \$

Customer shall pay any additional costs for extensions of greater than 1,500 feet prior to Service connection.

b. MU may increase the monthly fees for Service on giving Customer 30-days' prior written notice.

3. Term. This Agreement shall commence on the Installation Date stated above. Customer agrees to an initial contract term of 60 months ("Initial Contract Term") at the rates and in accordance with the rules on file with the Menasha Utilities Commission applicable to this Service. At the end of the Initial Contract Term, this Agreement shall automatically renew for successive 30-day periods at MU's then current monthly rates, unless terminated by either party on giving 15 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 Initial Contract Term, the remainder of the regularly scheduled payments is due to MU immediately.

b. MU shall have the right to terminate this Agreement in the event it determines that Customer is in violation of any term of the Agreement.

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, defects, delays in operation or transmission, or any failure of performance.

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, or material that is otherwise deemed by MU to be inappropriate or improper, such as bulk e-mail messages.

11. **No Warranties.** MU makes no warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, miss-deliveries or interruptions of Internet Access Service however caused. 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.

13. **Indemnification.** Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of taking Service, Customer agrees to indemnify and hold harmless the City of Menasha, its council members, elected officials, commission members, and employees from any and all liability, loss, claims, costs, damages, fines, forfeitures, penalties, expenses (including reasonable attorneys fees), or lawsuits arising in any way from Customer's use of the Service or Customer's breach of any provision of this Agreement.

14. **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: _____