

It is expected that a Quorum of the Personnel Committee, Board of Public Works, and Common Council will be attending this meeting: (although it is not expected that any official action of any of those bodies will be taken)

**CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
October 7, 2013
6:30 PM
or immediately following Common Council
AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL/EXCUSED ABSENCES
- C. MINUTES TO APPROVE
 - 1. [Administration Committee, 9/3/13](#)
- D. DISCUSSION/ACTION ITEMS
 - 1. [Fox Valley Mutual Aid Agreement](#)
 - 2. [Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2013 - Nov. 30, 2014.](#)
- E. ADJOURNMENT

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

CITY OF MENASHA
ADMINISTRATION COMMITTEE
Third Floor Council Chambers
140 Main Street, Menasha
September 3, 2013
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 7:44 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

EXCUSED: Alderman Langdon

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, CDD Keil, PHD Nett,
Dpty Treasurer Sassman, Engineering Supervisor Montour, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 8/19/13](#)

Moved by Ald. Englebert, seconded by Ald. Keehan to approve minutes.

Motion carried on voice vote.

D. COMMUNICATIONS

1. [CVMIC, 8/16/13; 2014 Premium Estimate Report](#)

E. DISCUSSION/ACTION ITEMS

1. [First Amendment to Ground Site Lease Agreement dated March 30, 2001 between City of Menasha and TeleCorp Realty, LLC \(New Cingular Wireless PCS, LLC predecessor in interest\)](#)

CA/HRD Captain explained New Cingular Wireless PCS, LC (AT&T), submitted a request to make equipment changes on the cell tower at the Public Works Facility. A new Exhibit C-1, a list of the equipment, will be provided at the Council meeting.

General discussion ensued on the amendments and availability of the cell tower.

Moved by Ald. Sevenich, seconded by Ald. Keehan to recommend to Common Council First Amendment to Ground Site Lease Agreement dated March 30, 2001 between City of Menasha and TeleCorp Realty, LLC (New Cingular Wireless PCS, LLC predecessor in interest) with list of amendments.

Motion carried on roll call 7-0.

2. [Third Amendment to the Lease Agreement dated March 17, 2008 between City of Menasha and Morton Martin 1 LLC and Dumke and Associates, LLC.](#)

PHD Nett explained the amendment is to the Health Department lease on 316 Racine Street. The term runs January 1, 2014 to December 31, 2015 with no increase in the monthly rent.

General discussion ensued on the lease and required notice to vacate property.

Moved by Ald. Benner, seconded by Ald. Keehan to recommend to Common Council Third Amendment to the Lease Agreement dated March 17, 2008 between City of Menasha and Morton Martin 1 LLC and Dumke and Associates, LLC

Motion carried on roll call 7-0.

3. [O-4-13 An Ordinance Amending Section 11-1-1 of the Code of Ordinances \(Unlawful Use of Telephone and Computer\) \(Introduced by Mayor Merkes and Ald. Keehan\)](#)

PC Styka explained this ordinance addresses bullying. Electron communications is the most common form of bullying. Winnebago Crime Stoppers have been working primarily with schools to implement programs to prevent bullying. This ordinance will give police officers another tool to address the issue of bullying.

Marie Reuter, member of Winnebago Countywide Crime Stoppers, addressed the Committee on the goals of local and state Crime Stoppers organizations.

Moved by Ald. Keehan, seconded by Ald. Zelinski to recommend to Common Council O-4-13 An Ordinance Amending Section 11-1-1 of the Code of Ordinances (Unlawful Use Of Telephone and Computer).

Motion carried on roll call 7-0.

F. ADJOURNMENT

Moved by Ald. Benner, seconded by Ald. Keehan to adjourn at 8:25 p.m.

Motion carried on voice vote.

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



To: Members of the Administration Committee

From: Chief Tim Styka

Date: September 24, 2013

RE: Fox Valley Mutual Aid Agreement

For the past several months, the police chiefs from the communities of Menasha, the Town of Menasha, Neenah, Grand Chute, Appleton, Kaukauna, Little Chute, Kimberly and Combined Locks have been meeting to discuss ways in which we could improve the procedure by which our agencies offer assistance to one another. We identified the issue of emergency situations which an officer may need immediate assistance as being an opportunity for improvement. Based upon the contiguousness of the Valley an officer from a neighboring municipality may be in the best position to provide assistance. In addition, time can be of the essence during an emergency and a streamlined process can provide for a safe and timely response. Currently officers are precluded from providing such assistance without a formal request for mutual aid.

The proposed agreement allows for automatic assistance or ability to intervene in the event an officer is in danger and requires immediate assistance, a serious crime is in progress or a serious threat to life or property exists. It also provides for assistance in any situation in which an officer requires a backup officer and an officer from a participating jurisdiction is in a better position to provide such assistance.

The most likely benefit of this agreement would be the immediate aid we could provide and receive from the agencies we share a common border with. However, it is important to enter into this agreement with all of the valley agencies. We often times have officers traveling throughout the Fox Valley in an official capacity and regularly have officers from other jurisdictions traveling into Menasha. Under the terms of this agreement, each of those officers would have the necessary authority to take action in an emergency.

The agreement has been reviewed by the legal counsel in each of the participating communities and our insurance carrier. Currently, this agreement is in the process of being presented to the elected bodies of each of the participating communities.

It is the recommendation of the Police Department that the Fox Valley Mutual Aid Agreement be approved and sent onto the Common Council.

FOX VALLEY MUTUAL AID AGREEMENT

CITIES OF APPLETON, KAUKAUNA, MENASHA AND NEENAH TOWNS OF GRAND CHUTE AND MENASHA VILLAGES OF COMBINED LOCKS, KIMBERLY AND LITTLE CHUTE

The purpose of this agreement is to provide for law enforcement assistance in the participating municipalities when deemed necessary under the circumstances described herein. It is understood that departments have entered into this agreement in order to secure for themselves and the citizens of their respective jurisdictions the advantages of mutual aid under the terms of this agreement. Reliance on mutual aid under this agreement is not intended to be a substitute for adequate staffing in the participating municipalities.

The agreement is entered into by and between the Cities of Appleton, Menasha, Neenah and Kaukauna, the Towns of Grand Chute and Menasha and the Villages of Kimberly, Combined Locks and Little Chute, Wisconsin, and shall be mutually binding upon all of the parties. Said agreement is entered into pursuant to the authority granted under Wisconsin State Statutes § 66.0301, providing for intergovernmental cooperation. This agreement becomes effective on the date that an executed copy is filed in the Clerk's office of each respective party.

Operation: Each municipality hereby authorizes its Chief of Police, or designee, to request and afford mutual aid when deemed necessary and in conformance with the terms and conditions contained in this agreement. The designee(s) of the Chiefs of Police shall include any supervisory police officer on duty at the time of the request.

The justification for mutual aid assistance may include, but is not limited to, major crimes or incidents where normally assigned resources are inadequate or during periods when unforeseen demands for service cannot be met by the requesting agency.

In addition, each municipality hereby authorizes any law enforcement officers on duty to provide mutual aid without the approval of the Chief of Police or designee under the following circumstances:

- An emergency call in which an officer is down or in danger.
- A serious crime which is in progress, a medical emergency or a situation representing a serious threat to life or property.
- A situation in which an officer requires a backup officer and the assisting officer is closer than an officer of the originating jurisdiction.

Officers who respond under the three aforementioned circumstances shall confer with the primary agency's officer(s), either en route or on arrival, to determine if the primary agency needs the assistance of the responding agency. The responding agency's officer(s) shall assist as necessary until the primary agency determines their assistance is no longer required or they are directed to return to their jurisdiction by a supervisory member of their department.

The responding officer shall inform his or her Chief of Police or designee that he/she is responding outside the agency's jurisdiction. Each Chief of Police or a designee shall have the authority to override any request or response for mutual aid.

Requests for assistance shall be afforded a high priority, but nothing in this agreement shall be construed to require participating agencies to provide aid in a manner which will materially impair the delivery of law enforcement services in their respective municipalities.

For purposes of this agreement, the responding police officers are assumed to have all the authority of the police officers of the requesting agency.

The Chief of Police, designee or any law enforcement officer, who is receiving assistance shall assume command of all operations within his/her jurisdiction. The responding agency, however, shall maintain immediate supervision over and responsibility for all responding agency personnel, equipment and supplies used in rendering assistance.

Liability: In accordance with Wisconsin State Statutes § 66.0313, for purposes of Wisconsin State Statutes §§ 895.35 and 895.46, law enforcement personnel, while acting in response to a request for assistance, shall be deemed employees of the requesting agency.

In accordance with Wisconsin State Statutes § 66.0513, if a member of a responding police department is injured or killed while responding to, acting at, or returning from an incident covered under this agreement, the department of which they are a member, or the municipality by which they are employed shall grant them the same compensation and insurance benefits that it would provide if the incident occurred in the department's jurisdiction. All wage and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense shall be paid by the municipality regularly employing the employee. Upon making such payment, the municipality shall be reimbursed by the municipality whose officer or agent commanded the services out of which the claims resulting in payments arose except to the extent any such payments were made by an insurance company and this exception is not prohibited by law.

For all other purposes, each municipality shall be legally responsible for their own law enforcement personnel.

All parties shall procure their own respective commercial insurance policies satisfactory to insure for liability of the actions of their own employees that may arise as a result of a mutual aid response.

Severability: In the event that any part, term or provision of this agreement is found to be illegal or invalid in whole or in part, it shall be stricken from the agreement and the agreement interpreted as if that clause did not exist.

Terms of Agreement: This agreement shall supercede any previous mutual aid agreements entered into by the parties. This agreement shall remain in full force and effect for (30) days after the filing of a cancellation notice approved by the governing body of the withdrawing municipality. The cancellation notice shall be filed with the Clerks of each municipality.

BE IT RESOLVED:

1. That this mutual agreement is hereby approved subject to the terms, conditions and limitations set forth in said agreement.
2. The Chiefs of Police of each municipality are hereby authorized to abide to the terms, conditions and limitations set forth in this agreement.

Dated this _____ day of _____, 2013.

Mayor of Appleton

Police Chief of Appleton

Mayor of Kaukauna

Police Chief of Kaukauna

Mayor of Menasha

Police Chief of Menasha

Mayor of Neenah

Police Chief of Neenah

Chairman of the Town of Grand Chute

Police Chief of the Town of Grand Chute

Chairman of the Town of Menasha

Police Chief of the Town of Menasha

Village President of Combined Locks

Police Chief of Fox Valley Metro

Village President of Kimberly

Village President of Little Chute

**JOINT POWERS AGREEMENT
WINNEBAGO COUNTY 911 EMERGENCY SYSTEM**

WHEREAS, Winnebago County and the municipalities located within the boundaries of Winnebago County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including fire fighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9), Wis. Stats. "Joint Powers Agreement", requires that in implementing a 911 system as has been done in Winnebago County, municipalities shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Winnebago County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE, in consideration of the mutual promises, agreements, and conditions contained herein, it is hereby jointly agreed between Winnebago County and the City of Menasha, municipality", as follows:

1. That effective December 1, 2013, this Agreement shall, thereafter, be applicable on a daily basis from said date through November 30, 2014.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Winnebago County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a Winnebago County Communications and Information System Advisory Committee shall be established to develop and recommend policy and procedures for emergency services communications and public safety records management issues in Winnebago County. A User's Guide that was developed in 1994 has been updated as necessary, and includes directives and guidelines for the proper use of E911 communication devices (which may include, but not be limited to, radios, computers, mobile data devices and pagers). Violation of User Guide directives could result in disciplinary action being imposed by the employing agency. The committee will be charged to effectively recommend equipment/software purchases and resource allocation with the authority to develop sub-committees as needed to accomplish that task. The committee may develop special ad-hoc, advisory task forces to research regional communication

network(s) with neighboring public safety departments or other County E911 Systems. The Advisory Committee will report to the County Executive and service that position in an advisory nature. Membership on the Advisory Committee shall consist of 9 representatives (appointed by the County Executive) from the following:

4 – Police Agency (separate departments) Representatives (normally the Police Chief or his/her designee).

4 – Fire Agency (separate departments) Representatives (normally the Fire Chief or his/her designee).

1 – Emergency Government Representative.

The Advisory Committee shall elect one Chair and Vice-Chair each year commencing in January.

4. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Sec. 146.70 (9)(c), Wis. Stats.

WINNEBAGO COUNTY

By: Mark L. Harris
Winnebago County Executive
Mark L. Harris

Date: 9/26/13

By: Susan T. Ertmer
County Clerk
Susan T. Ertmer

Date: 9/26/13

CITY OF MENASHA

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____