

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  
December 3, 2012  
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, 11/19/12](#)

D. DISCUSSION/ACTION ITEMS

1. [Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department, Special Weapons and Tactics Team, beginning January 1, 2013, and authorized signature](#)
2. [Memorandum of Understanding between Winnebago County Sheriff's Office and Menasha Police Department, Dive/Rescue Team, beginning January 1, 2013, and authorized signature](#)
3. [Local Government Property Insurance Fund \(LGPIF\) \(Renewal\)](#)
4. [Underground Storage Tanks \(UST\) Insurance Renewal](#)
5. [O-18-12 An Ordinance Amending Title 11, Chapter 2 of the Code Of Ordinances \(Habitual Truancy Prohibited\) \(Introduced by Ald. Klein\)](#)
6. [O-19-12 An Ordinance Amending Title 11, Chapter 1 of the Code Of Ordinances \(Theft from Service Providers\) \(Introduced by Ald. Klein\)](#)

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  
November 19, 2012  
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Klein at 7:20 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Klein, Taylor, Sevenich, Langdon, Krueger, Zelinski

EXCUSED: Alderman Englebert

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, C/T Stoffel, Clerk Galeazzi and the Press.

C. MINUTES TO APPROVE

1. [Administration Committee, 11/5/12](#)

Moved by Ald. Langdon, seconded by Ald. Krueger to approve minutes.

Motion carried on voice vote.

D. DISCUSSION/ACTION ITEMS

1. [R-36-12 Resolution for Restoration of Shared Revenue Funding \(held 11/5/12\)](#)

Alderman Taylor read into the record part of an article from *The Municipality* on shared revenue.

Mayor Merkes explained the history of Wisconsin's shared revenue program and the League of Wisconsin Municipalities' request to restore shared revenue funding to 2002 levels.

Chairman Klein voiced his concerns on restoring shared revenue to the 2002 level.

Moved by Ald. Taylor, seconded by Ald. Benner to recommend to Common Council R-36-12 Resolution for Restoration of Shared Revenue Funding.

Motion failed on roll call 3-4.

Ald. Taylor, Sevenich, Benner – yes; Ald. Klein, Langdon, Krueger, Zelinski – no

2. [R-42-12 Resolution for Preservation of Municipal Utility PILOTs](#)

Mayor Merkes explained the Public Service Commission has looked into changes on how utility PILOTs are calculated. Any changes to the current way PILOTs are calculated could cause variables in the amount the City of Menasha receives. The City uses the PILOT to pay Steam Utility debt.

Moved by Ald. Krueger, seconded by Ald. Zelinski to recommend to Common Council R-42-12 Resolution for Preservation of Municipal Utility PILOTs

Motion carried on roll call 7-0.

E. ADJOURNMENT

Moved by Ald. Krueger, seconded by Ald. Langdon to adjourn at 7:30 p.m.

Motion carried on voice vote.

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



To: Members of the Administrative Committee

From: Chief Tim Styka

Date: November 28, 2012

RE: MOUs with Winnebago County for SWAT & Dive Teams

Attached are copies of Memorandum of Understandings between the City and Winnebago County that I am recommending approval by the Committee.

The first MOU allows for the placement of Menasha officers on the Winnebago County SWAT Team. There have been discussions at all levels of government to become more efficient. Moving to the concept of a regional or county-wide SWAT Team models other cooperative efforts between government agencies. Fortunately a SWAT team is something which is used on a limited basis in this area, yet it is an essential service to provide. Therefore, from a cost benefit perspective maintaining individual teams does not provide an adequate return for the costs. Therefore, it makes sense to spread the expense over multiple agencies. There are 2-3 agencies in the County who have placed personnel on the team or are considering it.

In addition, partnering with Winnebago County is wise choice because Winnebago County has been designated as one of the regional teams in the State. Therefore, the WISO Team has received training and equipment which is far beyond the reach of any local team. Finally, best practices now recommend training for part-time SWAT services be 16 hours per month. Maintaining a team locally with this amount of training would be difficult from both a schedule and financial perspective.

The Dive Team Agreement is virtually the same as the SWAT, however the reasons and costs behind it are a quite different. The Police Department has not provided water services in many years and is not intending to do so. However, Captain Brett Halderson is an accomplished diver and instructor. Brett has done all of his training and obtained his equipment all on his own time and at his own expense. As a way of giving back he has offered to share his knowledge and experiences with both Winnebago County and Neenah/Menasha Fire Rescue as a volunteer. The agreement for the Winnebago Dive Team is the document which allows Brett to participate with the group. Because Brett is salaried and not eligible for overtime, his participation will not cost the City anything as he will attend trainings and any call outs in addition to this normal work hours. When

Brett chooses to no longer help out with the group I have no intention of replacing his spot with another person.

The MOUs have some features to point out. The City would be responsible for the wages and benefits for the officers participating and the County would provide all equipment and training. If a Menasha officer was participating in an incident outside the City, the City would pay for the officer. In return for an incident within the City, there would be no cost for the entire team to resolve the situation. The MOUs also provide for an exit from this agreement on an annual basis should either party determine this arrangement is not in the best interest of their community.

These types of teams and arrangements have been in place for years in other parts of the State and Country. I believe this is a good step forward to providing the highest level of service for the community while being mindful of costs.

# MEMORANDUM OF UNDERSTANDING

between the  
**Winnebago County Sheriff's Office**  
and the  
**Menasha Police Department**

**PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) between the aforementioned parties is to establish a formal framework for joint actions involving the parties as it relates to the participation of officers from the Menasha Police Department with the Winnebago County Sheriff's Office Special Weapons and Tactics Team (S.W.A.T.)

1. The Winnebago County Sheriff's Office and the Menasha Police Department recognize the requirement and duty to provide citizens with proficient, well-equipped, and professional law enforcement services.
2. The ability to respond to extremely volatile and dangerous emergency situations is a component of those law enforcement services.
3. The Winnebago County Sheriff's Office has a group of sworn law enforcement officers that serve as members of a specially trained group referred to as the Special Weapons and Tactics Team (S.W.A.T.).
4. Menasha officers shall be full members of the Winnebago County Sheriff's Office S.W.A.T. When possible, Menasha officers will respond to all S.W.A.T call-outs. On days when Menasha officers are working they will only respond once they have been received approval from a shift commander and are relieved of their current duties. While responding in an official police vehicle, Menasha officers will fall under the privileges and rules of the Mutual Aid statute.
5. Menasha officers, while working as a Winnebago County Sheriff's Office S.W.A.T members, shall remain a Menasha Police Department employees at all times as will Winnebago County Sheriff's Deputies. All wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Menasha Officers will be those approved by the Menasha Common Council and applicable labor agreements. Likewise all wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Winnebago Deputies will be those approved by the Winnebago County Board and applicable labor agreements. Except as provided for in this agreement, the City of Menasha and Winnebago County waive their right to pursue claims against each other under State Statute 66.0513. Nothing within the agreement

precludes either party from pursuing claims against a jurisdiction or municipality which is not a party to this agreement or member of the joint SWAT team.

6. The Winnebago County Sheriff's Office shall be responsible for the tuition for the basic SWAT training course and any other requested courses. The City of Menasha Police Department will remain responsible for all wages and benefits.
7. Menasha officers will attend the scheduled training sessions when practical. Failure to meet this requirement shall result in their removal from S.W.A.T. Menasha officers can be excused from this training requirement upon approval of the Sheriff, and/or S.W.A.T Commander.
8. Menasha officers, while working as a Winnebago County Sheriff's Office S.W.A.T members, shall be allowed to use all weapons, equipment, and vehicles issued by the Menasha Police Department and The Winnebago County Sheriff's Office.
9. The Winnebago County Sheriff's Office will supply Menasha officers with any and all equipment, clothes and protective gear necessary to fulfill their duties as a S.W.A.T member, which is over and above normal issue as a Menasha Police Department Officer.
10. The Command Structure for an incident in the jurisdiction of Menasha Police Department will include at least one representative from the Winnebago County Sheriff's Office as well as at least one representative from the Menasha Police Dept. in the command post. Representatives from the Winnebago County Sheriff's Office will assume incident command for incidents that occur outside of the jurisdiction of Menasha Police Department.
11. The SWAT Team will be activated in accordance with Winnebago County Sheriff's Office policy PN701. For events in the city of Menasha, that require the use of the SWAT Team, the Menasha Police Department shift supervisor will coordinate the authorization by contacting the Winnebago County Sheriff's Office shift supervisor. The Winnebago County Sheriff's Office shift supervisor will follow PN701 for the SWAT Team activation.
12. This agreement shall be in effect on January 1, 2013 and will automatically renew on an annual basis unless either party provides written notice to the other a minimum of 60 days prior to the end of the calendar year.

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John F. Matz, Sheriff  
Winnebago County Sheriff's Office

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Date

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Darin Rice, S.W.A.T Commander  
Winnebago County Sheriff's Office

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Date

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Tim Styka, Chief  
Menasha Police Department

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Date

# MEMORANDUM OF UNDERSTANDING

between the  
**Winnebago County Sheriff's Office**  
and the  
**Menasha Police Department**

**PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) between the aforementioned parties is to establish a formal framework for joint actions involving the parties as it relates to the participation of officers from the Menasha Police Department with the Winnebago County Sheriff's Office Dive/Rescue Team.

1. The Winnebago County Sheriff's Office and the Menasha Police Department recognize the requirement and duty to provide citizens with proficient, well-equipped, and professional law enforcement services.
2. The ability to respond to emergencies on the area waterways is a component of those law enforcement services as well as a statutory requirement of the Sheriff.
3. The Winnebago County Sheriff's Office has a group of sworn law enforcement officers that serve as members of a specially trained group referred to as the Dive/Rescue Team.
4. Menasha officers shall be full members of the Winnebago County Sheriff's Office Dive/Rescue Team. When possible, Menasha officers will respond to all Dive/Rescue call-outs. On days when Menasha officers are working they will only respond once they have been received approval from a shift commander and are relieved of their current duties. While responding in an official police vehicle, Menasha officers will fall under the privileges and rules of the Mutual Aid statute.
5. Menasha officers, while working as a Winnebago County Sheriff's Office Dive/Rescue member, shall remain a Menasha Police Department employees at all times as will Winnebago County Sheriff's Deputies. All wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Menasha Officers will be those approved by the Menasha Common Council and applicable labor agreements. Likewise all wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Winnebago Deputies will be those approved by the Winnebago County Board and applicable labor agreements. Except as provided for in this agreement, the City of Menasha and Winnebago County waive their right to pursue claims against each other under State Statute 66.0513. Nothing within the

agreement precludes either party from pursuing claims against a jurisdiction or municipality which is not a party to this agreement or member of the joint Dive/Rescue team.

6. The Winnebago County Sheriff's Office shall be responsible for the tuition for the basic Dive/Rescue training course and any other requested courses. The City of Menasha Police Department will remain responsible for all wages and benefits.
7. Menasha officers will attend the scheduled training sessions when practical. Failure to meet this requirement shall result in their removal from the Dive/Rescue Team. Menasha officers can be excused from this training requirement upon approval of the Sheriff, and/or Team Leader.
8. Menasha officers, while working as a Winnebago County Sheriff's Office Dive/Rescue Team members, shall be allowed to use all equipment, and vehicles issued by the Menasha Police Department and The Winnebago County Sheriff's Office necessary for a Dive/Rescue Team operation.
9. The Winnebago County Sheriff's Office will supply Menasha officers with any and all equipment, clothes and protective gear necessary to fulfill their duties as a Dive/Rescue Team member, which is over and above normal issue as a Menasha Police Department Officer.
10. The Command Structure for an incident in the jurisdiction of Menasha Police Department will include at least one representative from the Winnebago County Sheriff's Office as well as at least one representative from the Menasha Police Dept. in the command post. Representatives from the Winnebago County Sheriff's Office will assume incident command for incidents that originate on any waterway within Winnebago County.
11. The Dive/Rescue Team will be activated in accordance with Winnebago County Sheriff's Office policy SOP 701-S05. For events in the city of Menasha, that require the use of the Dive/Rescue Team, the Menasha Police Department shift supervisor will coordinate the authorization by contacting the Winnebago County Sheriff's Office shift supervisor. The Winnebago County Sheriff's Office shift supervisor will follow SOP 701-S05 for the Dive/Rescue Team activation.
12. This agreement shall be in effect on January 1, 2013 and will automatically renew on an annual basis unless either party provides written notice to the other a minimum of 60 days prior to the end of the calendar year.

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John F. Matz, Sheriff  
Winnebago County Sheriff's Office

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Date

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Darin Rice, S.W.A.T Commander  
Winnebago County Sheriff's Office

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Date

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Tim Styka, Chief  
Menasha Police Department

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Date



## MEMORANDUM

Date: November 29, 2012

To: Administration Committee

From: Pamela A. <sup>PAE</sup> Captain, City Attorney

RE: Local Government Property Insurance Fund (LGPIF) (RENEWAL)

Attached for your review is the 2013 policy renewal declarations page for the City's property insurance through LGPIF. For comparison purposes, the 2012 policy renewal declarations page is also attached. There were considerable changes made to the statement of values as a result of a thorough review and update by city staff led by Mike Brunn, Human Resources Specialist. Additionally, in anticipation of the dissolution of the steam utility staff included the steam plant on the list of assets. After discussion with the Mayor, Comptroller Stoffel and Community Development Director Keil a value of \$5 million, \$10,000 deductible, was included for the steam plant resulting in a premium quote of \$1,750.00. We will move forward with the renewal and specific limit endorsement for the steam plant unless the administration committee desires different coverage limits.

Upon the transfer of any other steam utility assets onto the city's financial statements we will automatically update the statement of values with LGPIF with a small expectant increase in premium anticipated.

The proposed 2013 LGPIF premium is \$21,842.00.

**Policy Number** 140411  
**Term** 12:01 a.m. 1/01/2013 to 12:01 a.m. 1/01/2014

**Named Insured** City of Menasha  
 Pamela Captain  
 140 Main Street  
 Menasha WI 54952

**Phone #** (920) 967-3602

**County** Winnebago

**Valuation Policy**

Form		Deductible	Coverage	Rate	Premium
41-080 R 07/12	Buildings, Personal Property, Inland Marine Floater & Property in the Open	5,000	40,613,128	0.04100	16,652.00
41-078 R 03/08	Specific Limit Endorsement	10,000	5,000,000	0.03500	1,750.00
				Schedule Attached	
41-070 R 03/08	Non-Aggregate Deductible Option - Section II (B) aggregate stop loss does not apply B/C/PIO/SL Contractors Equipment (Replacement Cost)	500	2,394,945	0.17930	4,294.00
41-060 R 03/2012	Monies & Securities (Coverage A & B)	500	37,000	0.82900	307.00
				Schedule Attached	
41-907 R 01/12	Special Use Animal Coverage	500	15,000	0.62000	93.00
				Schedule Attached	
	Alarm Credit 5%			(0.00200)	(15.00)
				Schedule Attached	
	Alarm Credit 15%			(0.00600)	(1,239.00)
				Schedule Attached	

4.40% Dispersion Credit applied to Building rate

**Additional forms and endorsements made part of this policy at time of issue**

41-075 (R 07/11) - Statement Of Values  
 41-077 (R 07/11) - Contractor's Equipment Schedule  
 IL 09 85 (R 01/08) - Disclosure Pursuant To Terrorism Risk In:  
 41-078 (R 07/11) - Property In The Open Detail  
 41-002 (R 05/87) - Joint Loss Agreement Endorsement  
 41-923 (R 03/2012) - Cap On Losses From Certified Acts Of T

**Total Annual Premium** \$21,842.00 Billed to Insured

**Policy Number** 140411  
**Term** 12:01 a.m. 1/01/2013 to 1/01/2014

**Named Insured** City of Menasha  
 Pamela Captain  
 140 Main Street  
 Menasha WI 54952

**Specific Limit Endorsement**

Description	Coverage	Description	Coverage
Former site: 042/002 & 042/003 Steam Plant	5,000,000		
<b>Total</b>	<b>5,000,000</b>		

**Monies & Securities (Coverage A & B)**

Description	Coverage	Description	Coverage
Site 008/001 - City Hall	25,000	Site 002/032 - Police Department	2,000
Site 004/016 - Smith Park Memorial Bldg	3,000	Site 010/001 - Library	2,000
Site 001/024 - Jefferson Park Swimming Pool-Admissions/Concessions	5,000		
<b>Total</b>	<b>37,000</b>		

**Special Use Animal Coverage**

Description	Coverage	Description	Coverage
"Gommez" - German Shepherd	15,000		
<b>Total</b>	<b>15,000</b>		

**Alarm Credit 5%**

Description	Coverage	Description	Coverage
Applies to sites: 013/011, 024/1	755,064		
<b>Total</b>	<b>755,064</b>		

**Alarm Credit 15%**

Description	Coverage	Description	Coverage
Applies to sites: 002/032, 010/001, 028/001, 028/002, 028/003, 028/004, 029/001	20,649,672		
<b>Total</b>	<b>20,649,672</b>		

**Policy Number** 140411  
**Term** 12:01 a.m. 1/01/2012 to 12:01 a.m. 1/01/2013

**Named Insured** City of Menasha  
 Brenda Taubel  
 140 Main Street  
 Menasha WI 54952

**Phone #** (920) 967-3604

**County** Winnebago

**Valuation Policy**

Form		Deductible	Coverage	Rate	Premium
41-080 R 01/11	Buildings, Personal Property, Inland Marine Floater & Property in the Open Aggregate Deductible Option - Section II (B) aggregate stop loss applies on B/C/PITO	5,000	39,351,142	0.03300	12,986.00
41-070 R 03/08	Contractors Equipment (Replacement Cost)	500	2,319,296	0.23900	5,543.00
41-060 R 07/11	Monies & Securities (Coverage A & B)	500	37,000	0.82900	307.00
				Schedule Attached	
41-907 R 01/12	Special Use Animal Coverage	500	15,000	0.62000	93.00
				Schedule Attached	
	Alarm Credit 5%			(0.00200)	(15.00)
				Schedule Attached	
	Alarm Credit 15%			(0.00500)	(1,001.00)
				Schedule Attached	
	5.20% Dispersion Credit applied to Building rate				

**Additional forms and endorsements made part of this policy at time of issue**

41-075 (R 07/11) - Statement Of Values	41-076 (R 07/11) - Property In The Open Detail
41-077 (R 07/11) - Contractor's Equipment Schedule	41-911 (R 1/11) - Fungus,Wet Rot,Dry Rot And Bacteria Endo
IL 09 85 (R 01/08) - Disclosure Pursuant To Terrorism Risk In:	41-923 (R 1/10) - Cap On Losses From Certified Acts Of Terr

**Total Annual Premium** \$17,913.00 Billed to Insured

**Policy Number** 140411  
**Term** 12:01 a.m. 1/01/2012 to 1/01/2013

**Named Insured** City of Menasha  
 Brenda Taubel  
 140 Main Street  
 Menasha WI 54952

**Monies & Securities (Coverage A & B)**

Description	Coverage	Description	Coverage
Site 008/001 - City Hall	25,000	Site 002/032 - Police Department	2,000
Site 004/016 - Smith Park Memorial Bldg	3,000	Site 010/001 - Library	2,000
Site 001/024 - Jefferson Park Swimming Pool-Admissions/Concessions	5,000		
<b>Total</b>	<b>37,000</b>		

**Special Use Animal Coverage**

Description	Coverage	Description	Coverage
"Gommez" - German Shepherd	15,000		
<b>Total</b>	<b>15,000</b>		

**Alarm Credit 5%**

Description	Coverage	Description	Coverage
Applies to sites: 013/011, 024/1	732,682		
<b>Total</b>	<b>732,682</b>		

**Alarm Credit 15%**

Description	Coverage	Description	Coverage
Applies to sites: 002/032, 010/001, 028/001, 028/002, 028/003, 028/004, 029/001	20,017,988		
<b>Total</b>	<b>20,017,988</b>		



## MEMORANDUM

Date: November 29, 2012

To: Administration Committee  
From: Pamela A. Captain, City Attorney

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

For your consideration attached are summaries of quotations for UST insurance coverage. You may recall that according to federal regulations cities must demonstrate financial ability in the case of a leak. In the past the City of Menasha relied on its bond rating to demonstrate financial ability. While our financial condition has improved we are still not able to rely upon our bond rating.

We are looking for approval to renew the City's UST insurance coverage. We requested our insurance broker, through CVMIC, to seek quotations. If anyone is interested in reviewing the complete proposal it is available in the City's clerk office. We have two company quotations from which to choose.

As an aside, we are informed by our insurance broker that while we have good options this year as tanks age certain carriers will not insure them.

### SAMPLE MOTIONS:

1. To approve the renewal of the UST insurance coverage accepting the quotation of **Liberty Surplus Ins. Corp.** for 1 year for the term 1/1/2013 to 12/31/2013 in the amount of \$4,166.35 with optional TRIA of \$125.66. This policy with TRIA will cost \$4,292.01.
2. To approve the UST insurance coverage accepting the quotation of **ACE American Ins. Co.** for 1 year for the term 1/1/2013 to 12/31/2013 in the amount of \$3,633.84 which includes TRIA.

## Premium Summary

EXPIRING PROGRAM		RENEWAL PROGRAM	
CARRIER	ACTUAL COST	ESTIMATED COST	
Liberty SLIC	\$3,117.00 \$93.51 <b>\$3,210.51</b>	Premium Taxes Total \$4,045.00 \$121.35 <b>\$4,166.35</b>	+5.5%  <b>+\$214</b>
NOTE: Term covered was 297 days -- Renewal is 365 Days	Annualized: \$3,831.00 \$114.93 <b>\$3,945.93</b>		
Liberty SLIC	\$94.00 \$2.82 <b>\$96.82</b>	Premium Taxes Total \$122.00 \$3.66 <b>\$125.66</b>	+5.1%  <b>+\$6</b>
NOTE: Term covered was 297 days -- Renewal is 365 Days	Annualized: \$116.00 \$3.48 <b>\$119.48</b>		
<b>Total Storage Tank and TRIA - ANNUAL Storage Tank Liability</b>	<b>\$4,065.41</b>	<b>\$4,292.01</b>	+5.5%  <b>+\$226.60</b>
	n/a	Premium Taxes Total \$3,528.00 \$105.84 <b>\$3,633.84</b>	-8.0%  <b>(\$303)</b>
TRIA Coverage on Storage Tank Liability	n/a	<b>Included</b> (no additional)	

Quote from Liberty Surplus Ins Co is valid until 12/31/2012.  
Quote from ACE American Ins Co is valid until 12/31/2012.

Premium for the above policies are due and payable as billing as full or as insurance company installments. Premiums may be financed subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Gallagher is responsible for the placement of the following lines of coverage:  
**Underground Storage Tank Liability**

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



To: Members of the Administrative Committee

From: Chief Tim Styka

Date: November 28, 2012

RE: Proposed Ordinance Changes: Truancy & Theft from Service Providers

The Police Department is recommending two changes to the Municipal Code.

The first change is to 11-2-13, Truancy. Currently our ordinance only allows for an officer to issue a summons to a child who is truant from school. The change we are recommending would allow for the parent or guardian who is allowing the child to be truant to be issued a summons. The only recourse in these situations right now would be to refer the parent to court on a State charge. While we do not anticipate issuing many summonses for this violation, having this tool available to the PSLOs to help gain compliance will be very beneficial. It should be noted that other communities such as Appleton and Green Bay have successfully been using this ordinance for a number of years.

The second change would add State Statute 943.21 to our list of other adopted State Statutes contained under 11-1-1. This statute allows for a summons to be issued if a person intentionally absconds after receiving goods or services from businesses such as restaurants, taxi cabs and gas stations.

ORDINANCE O-18-12

AN ORDINANCE AMENDING TITLE 11, CHAPTER 2 OF THE CODE OF ORDINANCES  
(Habitual Truancy Prohibited)

Introduced by Alderman Klein

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 11, Chapter 2, of the Code of Ordinances of the City of Menasha, Wisconsin by creating SEC.11-2-13 (d) as follows:

**Title 11 – Offense and Nuisances**

**CHAPTER 2**

Offenses Against Public Safety and Peace

**SEC. 11-2-13 HABITUAL TRUANCY PROHIBITED.**

...

(d) Contributing to Truancy

- (1) No person 17 years of age or older, by any act or omission, shall knowingly encourage or contribute to truancy, as defined under section 11-2-13 (a) of a person 17 years of age or under.
- (2) Subsection (1) does not apply to a person who has under his or her control a child who has been sanctioned under s. 49.26 (1) (h) Wisconsin Statutes.
- (3) An act or omission contributes to the truancy of a child, whether or not the child is adjudged to be in need of protection or services, if the natural and probable consequences of that act or omission would be to cause the child to be truant.

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this                    day of                    , 2012.

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

ATTEST:

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

ORDINANCE O-19-12

AN ORDINANCE AMENDING TITLE 11, CHAPTER 1 OF THE CODE OF ORDINANCES  
(Theft from Service Providers)

Introduced by Alderman Klein

The Common Council of the City of Menasha does hereby ordain as follows:

SECTION 1: Amend Title 11, Chapter 1, SEC.11-1-1 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 11 – Offense and Nuisances

**CHAPTER 1**

State Statutes Adopted

**SEC. 11-1-1 OFFENSES AGAINST STATE LAWS SUBJECT TO FORFEITURE.**

The following statutes defining offenses against the peace and good order of the State are adopted by reference to define offenses against the peace and good order of the City provided the penalty for commission of such offenses hereunder shall be limited to a forfeiture imposed under the general penalty provisions of this Code of Ordinances. Any future amendments, revisions or modifications of the Statutes incorporated herein by reference are intended to be made part of this Code.

...

943.21      Fraud on hotel or restaurant keeper, recreational attraction, taxicab operator or gas station

SECTION 2: This amending Ordinance shall take effect upon passage and publication as provided by law.

Passed and approved this            day of            , 2012.

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

ATTEST:

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