

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
February 16, 2015
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, 1/19/15](#)
- D. COMMUNICATIONS
 - 1. [Wisconsin Office of the Commissioner of Insurance, 2/12/15](#)
- E. DISCUSSION/ACTION ITEMS
 - 1. [2015 Agreement and Contract Among ADVOCAP, Inc and City of Menasha & Neenah-Menasha YMCA with Menasha Senior Center for the term 1/1/15-12/31/15.](#)
 - 2. [Renewal - Inland Marine - Electronic Data Processing Insurance.](#)
- 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 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
January 19, 2015
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Nichols at 6:55 p.m.

B. ROLL CALL/EXCUSED ABSENCES

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

ALSO PRESENT: Mayor Merkes, CA/HRD Captain, PC Styka, DPW Radtke, CDD Keil, ASD Steeno, PRD Tungate, PHD McKenney, Clerk Galeazzi

C. MINUTES TO APPROVE

1. [Administration Committee, 12/1/14](#)

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

Motion carried on voice vote.

D. COMMUNICATIONS

1. [2015 Projected Premiums](#)

No discussion or action.

E. DISCUSSION/ACTION ITEMS

1. [Agreement for Engineering Services for Province Terrace Trail.](#)

CDD Keil explained that an RFQ for engineering services was solicited and the consulting firm Corre, Inc. had been selected by staff to do the design work for the Province Terrace Trail. Prior to the contract being presented to the Common Council for approval, WisDOT notified the city that its TE Grant for the trail had been terminated due to statutory changes to the program. Staff is now requesting that the Administration Committee recommend approval of the engineering design contract with Corre, Inc. to proceed with the trail development as a locally funded project.

General discussion ensued on the design and construction of the trail, TIF #9 being a source of funding, staff providing oversight of project. Staff is to provide information to the Common Council regarding the cost differential between the TE Grant funded project and a locally funded project.

Moved by Ald. Benner seconded by Ald. Englebert to recommend to Common Council Agreement with Corre, Inc. for Engineering Services for Province Terrace Trail.

Motion carried on roll call 8-0.

F. ADJOURNMENT

Moved by Ald. Keehan seconded by Ald. Langdon to adjourn at 7:20 p.m.

Motion carried on voice vote.

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



State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

Scott Walker, Governor
Theodore K. Nickel, Commissioner

Wisconsin.gov

Local Government Property Insurance Fund
125 South Webster Street • P.O. Box 7873
Madison, Wisconsin 53707-7873
Phone: (608) 264-8118 • Fax: (608) 264-6220
E-Mail: Brynn.BruijnHansen@wisconsin.gov
Web Address: oci.wi.gov

To all LGPIF Policyholders:

As some of you may already be aware that within the Governor's proposed budget is a provision to discontinue the LGPIF. Please be aware that this is a proposed budget which still needs to go through the Legislative approval process. During this process the Fund will continue to provide coverage, and handle claims, as usual.

Thanks,

Brynn Bruijn-Hansen
LGPIF Fund Manager
Office of the Commissioner of Insurance
Phone: 608-264-8118

RECEIVED

FEB 12 2015

CITY OF MENASHA
BY _____

2015 AGREEMENT AND CONTRACT
Among
ADVOCAP, INC.
And
CITY OF MENASHA
MENASHA COMMITTEE ON AGING
And
NEENAH-MENASHA YMCA
With
MENASHA SENIOR CENTER

PURPOSE:

The Winnebago County Nutrition Program funded through the Older Americans Act is administered by ADVOCAP, Inc. through a contract with the Winnebago County Department of Human Services. In consideration of the mutual agreements, ADVOCAP, INC., hereinafter referred to as "Program," having a corporate office at 19 W. 1st Street, P. O. Box 1108, Fond du Lac WI 54936-1108 and a local office at 181 E. North Water Street, Suite, 210, Neenah WI 54956, and the CITY OF MENASHA and the NEENAH-MENASHA YMCA which operates the MENASHA SENIOR CENTER located at 116 Main Street, Menasha WI 54952 (permanent address) with a temporary address from January 1-February 29, 2015, at 312 Racine Street, Menasha WI 54952, hereinafter referred to as "Facility," agree as follows:

FACILITY SHALL PROVIDE:

1. Use of the Main Activity Room and kitchen area at the Menasha Senior Center facility for meal service Monday through Friday from 9:00 AM to 1:00 PM at no charge to the Program.
2. Storage space in basement, storage closets in the Main Activity Room and use of cupboard and drawer space in and adjacent to the kitchen.
3. Refrigerator (shared use between Program and Facility), utility carts, coffee servers, silverware, coffee makers, built-in dishwashing machine, and miscellaneous utensils.
4. Payment of all facility utility charges and garbage removal.
5. General janitorial services and maintenance.
6. Facility will not charge the Program rent for the use of the facility.
7. Facility will observe any and all applicable Federal and State laws and regulations pertaining to civil rights/discrimination in the provision of services and/or in employment practices.

PROGRAM SHALL PROVIDE:

1. Meal site management including recruiting, training and scheduling of volunteers who shall be responsible for hosting, serving, cleanup, record keeping, etc. and shall follow health and sanitation procedures. The Meal Site Manager is responsible for all meal site operations. All comments, concerns, and problems regarding the meal site should be directly referred to the Meal Site Manager or the Program Director.
2. Meals that meet the most current Dietary Guidelines for Americans, and provide at least one-third of the current DRI's (RDA's/AI's), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science. Meals served shall also meet the nutrient standards required for Nutrition Program meals as stated in A Manual of Policies, Procedures, & Technical Assistance for the Wisconsin Aging Network, Last Revised June 30, 2011.

3. Upon mutual agreement, the Meal Site Manager and the YMCA Active Older Adult Director will coordinate such events that shall be beneficial for program participants. This may include, but are not limited to social and recreational activities, special events for meal site participants throughout the year, i.e. holiday parties.
4. Additional consumables such as disposable plates, cups, bowls and silverware, napkins, salt, pepper, sugar, non-dairy creamer, ketchup, sanitizer, dish detergent, and dishwasher machine detergent.
5. Equipment for meal service including steam table, serving and meal trays, cups, sugar and creamer dispensers, coffee maker, four coffee servers (white swirl), serving utensils, three dish pans, dish rack and drain board, towels, dishcloths, a desk, file cabinet and chair.
6. Replacement of small facility equipment (such as coffee makers, salt and pepper shakers, etc.) that becomes damaged during regular use by the Program and maintenance on the built-in dishwashing machine.
7. Laundering of dishcloths and towels used by the program.
8. Daily cleanup of dining room and kitchen so that the areas are left in a neat and orderly manner.
9. A cellular telephone with cost of the phone and monthly fees paid for by the Program.

FACILITY AND PROGRAM SHALL AGREE AS FOLLOWS:

1. Individuals who are eligible to receive congregate meals are:
 - a) Aged 60 or older.
 - b) Any spouse who attends the dining center with their spouse who is aged 60 or older.
 - c) A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provide.
 - d) A disabled individual who resides at home with an eligible older individual participating in the program.
2. Individuals who are eligible to receive home delivered meals (HDMs) are:
 - a) A person aged 60 or older who is frail and essentially home bound by reason of illness, disability, or isolation, for which an assessment concludes that participation is in the individual's best interest.
 - b) A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the home bound older individual.
 - c) A disabled individual who resides at home with an eligible older individual participating in the program.
3. Other individuals who are permitted to receive either congregate or home delivered meals are:
 - a) Individuals granted a Non-Elderly Waiver by Greater Wisconsin Agency on Aging Resources.
 - b) Volunteers of the Nutrition Program.
 - c) Staff of the Nutrition Program.
 - d) Informal caregivers of persons who are eligible to receive either congregate or home delivered meals
 - e) Individuals whose meals are paid for in full by community-based, long-term care programs operated by Winnebago County Department of Human Services, Lakeland Care District, Community Care, other managed care organizations or IRIS.
 - f) Guests who do not meet any of the program eligibility criteria and who pay the full cost of a meal.

4. No meals will be served on-site on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day before Christmas and Christmas Day. If any of these holidays fall on a Saturday, the meal site is closed on Friday. If the holiday falls on Sunday, the meal site will typically be closed on Monday.
5. Supply each other with the job description of the YMCA Active Older Adult Director and the Menasha Meal Site Manager.
6. Conduct an annual inventory of mutual supplies used in connection with the meal site program.
7. Conduct regular meetings with Program and Facility staff to review meal site operation.
8. The YMCA Active Older Adult Director is responsible for planning all programs and activities within the Facility with exception of the special events so designated under the **PROGRAM SHALL PROVIDE** section, Item 3, that are to be carried out jointly.
9. The modified storage space and shelving shall remain in the Facility, when and if, the Nutrition Program discontinues its service at the Facility.
10. Comprehensive general liability insurance will be maintained by all parties with certificate of insurance coverage being furnished mutually by each party. If changes should occur, a new certificate of insurance should be submitted immediately.

**CITY OF MENASHA & NEENAH-MENASHA YMCA
MENASHA SENIOR CENTER
2015 AGREEMENT AND CONTRACT**

This Contract represents the Agreement in effect between the Facility and the Program. This Agreement is in effect from January 1, 2015, through December 31, 2015. However, any party may, at any time during the life of the Agreement, terminate this Agreement by giving thirty (30) days notice in writing to the other party of the intention to do so.

IN WITNESS OF THIS AGREEMENT, the duly authorized agents sign APPROVED this day:

(Date)

**CITY OF MENASHA
MENASHA SENIOR CENTER**

ADVOCAP, INCORPORATED

BY: _____

BY: _____

DONALD MERKES
Mayor, City of Menasha

MICHAEL BONERTZ
Executive Director

BY:  _____

NANCY MCKENNEY
Menasha Public Health Director

**YMCA OF THE FOX CITIES
(NEENAH-MENASHA YMCA)
MENASHA SENIOR CENTER**

BY: _____

JEAN WOLLERMAN
Active Older Adult Director



MEMORANDUM

Date: February 11, 2015

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

RE: Inland Marine – Electronic Data Processing Insurance (RENEWAL)
Allianz Global Corporate & Specialty Marine Insurance Company (AGCS)

Attached for your review is the 2015 policy renewal declarations page for the City's electronic data processing insurance through Allianz Global Corporate & Specialty. This coverage is provided through association with CVMIC which partners with Arthur J. Gallagher Risk Management Services, Inc. The premium quote includes TRIA¹ coverage which costs \$207.

SAMPLE MOTION: To approve the renewal of the electronic data processing insurance coverage with AGCS for 1 year in the amount of \$4,342.00.

¹ Terrorism Risk Insurance Act – Certified Acts Coverage



**Allianz Global Corporate & Specialty®
INLAND MARINE - GENERAL DECLARATIONS**

The Company issuing this policy is indicated by the Company Code
(first letter or number) in the POLICY NUMBER, as follows:
A STOCK COMPANY

Policy Number
MZI93012358

**Renewal of Policy Number/Previous
Policy Number**
MZI93012358

054 - AGCS Marine Insurance Company

**AGCS Marine Insurance Company
225 W. Washington St., Suite 1800
Chicago, IL 60606**

Producer Code:
S-00035339
Producer or Agent Name
ARTHUR J GALLAGHER INS BRK CA
Address:
**1255 BATTERY STREET, SUITE 450
SAN FRANCISCO, CA 94111**

Named Insured: CITY OF MENASHA
**Mailing Address: 140 MAIN STREET
MENASHA, WI 54952**

**Policy Period: From: 03/01/2015 To: 03/01/2016 at 12:01 A.M. Standard Time at
your mailing address shown above.**

The Named Insured is a(n) CORPORATION
Business or Operations of the Named Insured: MUNICIPALITY

**In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide the
insurance as stated in the policy.**

INLAND MARINE COVERAGES:

COVERAGE FORMS AND CORRESPONDING ENDORSEMENTS ATTACHED AT INCEPTION:
IM 8013 06 10, EDP 6210 05 11, NIM 1050 01 10, IL 00 17 11 98, EDP 6200DEC 05 11, IM 1000DEC 07 14, IM 8002 01
10, IL 02 83 09 07, WI 8622 01 10, TER 9021PHN 01 10, TER 9006 01 10, TER 9005 01 10, TER 9010PHN 01 10, COR
2038 01 10, COR 2036 01 10

PREMIUM SUMMARY:
Estimated Annual Premium \$ 4,342 Including TRIA
Premium Due at Inception \$ 4,342 Including TRIA

The premium may be subject to adjustment.

- Terrorism Risk Insurance Act - Certified Acts Coverage - Covered \$ 207**
- Terrorism Risk Insurance Act - Certified Acts Coverage - Not Covered**



Allianz Global Corporate & Specialty®

Electronic Data Processing Declarations

Commercial Inland Marine

Insured CITY OF MENASHA Policy Number MZI93012358
Producer ARTHUR J GALLAGHER INS BRK CA Effective Date 03/01/2015

Schedule

Insurance is provided only for those coverages for which a Limit of Insurance is shown in these Schedules.

Locations of Property Covered

Loc. See Attached Schedule
Loc.
Loc.

Table with columns: Type of Coverage, Loc. #, Location and Limit of Insurance (Loc. #, Loc. #), and Limit of Insurance. Rows include EDP Equipment and Software, EDP Equipment, EDP Software, EDP Extra Expense, Measure of Recovery, EDP Business Income, Covered Property while in transit, and Limit of Insurance in any one loss.

Total Premium: \$Included



Allianz Global Corporate & Specialty®

AGCS Marine Insurance Company

IMPORTANT NOTICE REGARDING TERRORISM COVERAGE –
TER 9010PHN 01 10

Insured:	CITY OF MENASHA	Policy Number:	MZI93012358
Producer:	ARTHUR J GALLAGHER INS BRK CA	Effective Date:	03/01/2015

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act have a right to purchase insurance coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of The Act: The term certified act of terrorism means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

This quotation includes an offer of coverage for losses due to **certified acts of terrorism**, as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. The quoted premium for this terrorism coverage is \$ 207.

In order to accept or reject this offer of terrorism coverage for the premiums stated above please do one of the following:

To Reject this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing AGCS Marine Insurance Company; and
- (2) Mark the "Reject" option below, sign and date below, and return the original signed document to your agent or broker representing AGCS Marine Insurance Company.

To Accept this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing AGCS Marine Insurance Company; and
- (2) Pay the premium by the due date shown on your premium billing.

Please note that any coverage mandated by applicable Standard Fire Policy laws will not be affected by your rejection below of terrorism coverage.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the AGCS Marine Insurance Company.

TERRORISM COVERAGE ELECTION:

I REJECT COVERAGE FOR LOSSES DUE TO TERRORIST ACTS, AS DEFINED IN THE ACT.

Applicant

Applicant's Signature

Title

Date

Insurance Company 54 - AGCS MARINE INSURANCE COMPANY

Please return to your agent or broker representing AGCS Marine Insurance Company.