

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
First Floor Conference Room
100 Main Street, Menasha
November 6, 2017
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, 10/16/17
- D. ACTION/DISCUSSION ITEMS
 - 1. 2018 Health, Dental, and Vision Insurances.
 - 2. 2018 Municipal Property Insurance Company (MPIC) Renewal.
 - 3. Service Contract between the City of Menasha and the Fox Valley Humane Association, LTD.
 - 4. O-13-17 An Ordinance Repealing and Recreating Title 7, Chapter 1, Sections 7-1-1 & 7-1-16 of the Code of Ordinances (Dogs and Cats) (Introduced by Ald. Nichols)
- 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
First Floor Conference Room
100 Main Street, Menasha
October 16, 2017
MINUTES

DRAFT

A. CALL TO ORDER

Meeting called to order by Chairman Krueger at 6:30 p.m.

B. ROLL CALL/EXCUSED ABSENCES

PRESENT: Aldermen Benner, Nichols, Taylor, Sevenich, Collier, Krueger, Zelinski, Grade.

ALSO PRESENT: Mayor Merkes, CA Captain, ASD Jacobs, CDD Buck, DPW Radomski,
FC Kloehn, PC Styka, PHD McKenney, PRD Tungate, Clerk Galeazzi.

C. MINUTES TO APPROVE

1. Administration Committee, 10/2/17
2. Special Administration Committee, 10/2/17
3. Special Administration Committee, 10/11/17

Moved by Ald. Sevenich seconded by Ald. Zelinski to approve minutes 1-3.

Motion carried on roll call 8-0.

D. ACTION/DISCUSSION ITEMS

1. Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2017 -
Nov. 30, 2018.

PC Styka explained the agreement is for providing emergency services to people in
Winnebago County. The terms are the same as previous years.

Moved by Ald. Zelinski seconded by Ald. Collier to recommend to Common Council the
Joint Powers Agreement Winnebago County Emergency 911 System, Dec. 1, 2017 –
Nov. 30, 2018.

Motion carried on roll call 8-0.

E. ADJOURNMENT

Moved by Ald. Sevenich seconded by Ald. Collier to adjourn at 6:33 p.m.

Motion carried on voice vote.

Deborah A. Galeazzi, WCMC
City Clerk



MEMORANDUM

To: Administration Committee
From: John Jacobs, Administrative Services Director
Date: Thursday, November 2, 2017
RE: 2018 Health Insurance Renewal

Background

In November of 2014, the City of Menasha contracted with Wisconsin Counties Association/Group Health Trust (WCA/GHT) to be the City's medical insurance carrier for the calendar years 2015 and 2016. By selecting this plan, the City saved approximately \$138,000 in comparison to the renewal offered by the City's previous provider Wisconsin Education Association Insurance Trust (WEA), for the same benefits.

WCA/GHT has delivered on all of the commitments made to the City as part of this agreement. While there are always things that can be improved upon, the overall experience with WCA/GHT has been positive. In regard to the issues that have arisen, in the areas of coverage and customer service, I am pleased to report that all issues have been resolved. In addition, according to recent survey completed by employees with regard to City benefits, the results showed that employees are satisfied with the WCA/GHT.

There were a few small plan design changes approved by the Council and implemented for the 2016 plan year that enabled the City to hold the increase, for the 2016 plan year, to 2.5% over the 2015 rates.

In regard to 2017 and 2018, the City had received a proposal, for the same plan benefits, with a 3% increase in 2017 and a maximum not to exceed 8% in 2018.

After reviewing several options with our insurance broker for 2018, we decided that we could find a more affordable option than the maximum not to exceed 8% in 2018, which would have cost an increase of \$81,949 for the City's employer portion of the health insurance premiums.

Therefore, City staff is recommending on maintaining the same plan coverage and prescription drug program in 2018, but with utilizing an HRA (health reimbursement

account) plan, and increasing the deductible rates from \$1,500 Single/\$3,000 Family to \$3,000 Single/\$6,000 Family.

The employees would see NO CHANGE in their health insurance benefits from the employee's standpoint in 2018, by utilizing an HRA program. After the employee's deductible level of \$1,500 Single/\$3,000 Family have been met, then the City would provide funding for an ADDITIONAL \$1,500 Single/\$3,000 Family deductible, if at all needed.

City staff and the City's insurance broker are proposing on funding at a 35% usage level for the HRA in the 2018 budget. National averages for HRA funding are in the 15%-30% range. Therefore, the City would like to remain somewhat conservative in the funding level, if needed, and fund the 2018 budget across all departments at the 35% usage level.

With the utilization of the HRA program in 2018, this would decrease our health insurance premiums by 1.827%. The health insurance premiums for both 2017 and 2018 (proposed) are as follows:

2017 Rates

Single Plan -	\$517.32	per month
Employee/Child Plan -	\$960.73	per month
Employee Spouse Plan -	\$1,092.70	per month
Family Plan -	\$1,682.86	per month

2018 Rates (if choose the 8% premium increase)

Single Plan -	\$558.71	per month
Employee/Child Plan -	\$1,037.59	per month
Employee Spouse Plan -	\$1,180.12	per month
Family Plan -	\$1,817.49	per month

2018 Rates (if choose the HRA plan, and the 1.827% premium DECREASE)

Single Plan -	\$507.87	per month
Employee/Child Plan -	\$943.17	per month
Employee Spouse Plan -	\$1,072.73	per month
Family Plan -	\$1,652.10	per month

We have requested an optional extension for 2019 and a guaranteed to increase not more than ____% at the time of writing this memo. However, we have not yet received that information, but should have the information available in time for the Monday night meeting.

ANALYSIS & FISCAL IMPACT

You will recall that the employer share of the premium will DECREASE from 95% to 92.5% for the 2018 budget. This means that the employee's share of the premium will then INCREASE from 5% to 7.5% for the 2018 budget. This health insurance funding provision is already included in the Police Officer's Union contract for 2018, but has not yet been recommended to the Common Council for all other non-represented employees for 2018. This 2018 health insurance funding recommendation will be presented to the Council as a recommendation before the end of 2017.

Per the attached analysis, if the City were to remain with the same identical program and same deductible amounts (\$1,500/\$3,000), then the premiums would increase 8%, and the fiscal impact of the employer share of the health insurance premiums would increase by \$81,949 based on the current number of employees taking the City's health insurance program.

However, if the City would offer an HRA program in 2018 with the increased deductible level amounts (\$3,000/\$6,000), then the premiums would decrease by 1.827%. Then, an HRA administration level would be provided to review and process the insurance claims for the City, while we would estimate to fund that HRA program at the 35% level for 2018. Any HRA unused funds would be retained by the City, and could be applied towards future years of HRA funding, as needed. Offering the HRA program as described here in 2018 would increase the health insurance premium cost for the City's 2018 budget by \$41,597, instead of \$81,949 at the 8% increase level.

RECOMMENDATION

Staff is requesting approval of maintaining the same insurance program and level of benefits to employees in 2018, with the additional of the HRA component and increase in the deductible levels to \$3,000 Single and \$6,000 Family with WCA/GHT, to provide health insurance at the rates and terms listed above.

CITY OF MENASHA
Comparing 2018 Health Insurance Increase Options (including 35% HRA Funding)

		MONTHLY			ANNUAL			Original 2017 Plan	2018 Plan with 8% increase	2018 Plan with HRA				
		Total Premium	EE Share	ER Share	Total Premium	EE Share	ER Share							
<u>SINGLE</u>		30												
2017 Premium		\$ 517.32	5.0% \$ 25.87	95.0% \$ 491.45	\$ 6,207.84	5.0% \$ 310.39	95.0% \$ 5,897.45	x	30	=	\$ 176,923.50			
2018 Premium	8% increase	\$ 558.71	7.5% \$ 41.90	92.5% \$ 516.81	\$ 6,704.52	7.5% \$ 502.84	92.5% \$ 6,201.68	x	30	=	\$ 186,050.40			
2018 Premium	-1.827% increase	\$ 507.87	7.5% \$ 38.09	92.5% \$ 469.78	\$ 6,094.44	7.5% \$ 457.08	92.5% \$ 5,637.36							
			HRA Admin. --->	\$ 3.25			100.0% \$ 39.00							
			HRA 35% Funding --->	\$ 43.75			100.0% \$ 525.00							
							\$ 6,201.36	x	30	=	\$ 186,040.80			
<u>EMPLOYEE/CHILDREN</u>		10												
2017 Premium		\$ 960.73	5.0% \$ 48.04	95.0% \$ 912.69	\$ 11,528.76	5.0% \$ 576.44	95.0% \$ 10,952.32	x	10	=	\$ 109,523.20			
2018 Premium	8% increase	\$ 1,037.59	7.5% \$ 77.82	92.5% \$ 959.77	\$ 12,451.08	7.5% \$ 933.83	92.5% \$ 11,517.25	x	10	=	\$ 115,172.50			
2018 Premium	-1.827% increase	\$ 943.17	7.5% \$ 70.74	92.5% \$ 872.43	\$ 11,318.04	7.5% \$ 848.85	92.5% \$ 10,469.30							
			HRA Admin. --->	\$ 3.25			100.0% \$ 39.00							
			HRA 35% Funding --->	\$ 87.50			100.0% \$ 1,050.00							
							\$ 11,558.30	x	10	=	\$ 115,583.00			
<u>EMPLOYEE/SPOUSE</u>		26												
2017 Premium		\$ 1,092.70	5.0% \$ 54.64	95.0% \$ 1,038.07	\$ 13,112.40	5.0% \$ 655.62	95.0% \$ 12,456.78	x	26	=	\$ 323,876.28			
2018 Premium	8% increase	\$ 1,180.12	7.5% \$ 88.51	92.5% \$ 1,091.61	\$ 14,161.44	7.5% \$ 1,062.11	92.5% \$ 13,099.33	x	26	=	\$ 340,582.58			
2018 Premium	-1.827% increase	\$ 1,072.73	7.5% \$ 80.45	92.5% \$ 992.28	\$ 12,872.76	7.5% \$ 965.46	92.5% \$ 11,907.41							
			HRA Admin. --->	\$ 3.25			100.0% \$ 39.00							
			HRA 35% Funding --->	\$ 87.50			100.0% \$ 1,050.00							
							\$ 12,996.41	x	26	=	\$ 337,906.66			
<u>FAMILY</u>		51												
2017 Premium		\$ 1,682.86	5.0% \$ 84.14	95.0% \$ 1,598.72	\$ 20,194.32	5.0% \$ 1,009.72	95.0% \$ 19,184.60	x	51	=	\$ 978,414.60			
2018 Premium	8% increase	\$ 1,817.49	7.5% \$ 136.31	92.5% \$ 1,681.18	\$ 21,809.88	7.5% \$ 1,635.74	92.5% \$ 20,174.14	x	51	=	\$ 1,028,881.14			
2018 Premium	-1.827% increase	\$ 1,652.10	7.5% \$ 123.91	92.5% \$ 1,528.19	\$ 19,825.20	7.5% \$ 1,486.89	92.5% \$ 18,338.53							
			HRA Admin. --->	\$ 3.25			100.0% \$ 39.00							
			HRA 35% Funding --->	\$ 87.50			100.0% \$ 1,050.00							
							\$ 19,427.53	x	51	=	\$ 990,804.03			
								TOTALS				\$ 1,588,738	\$ 1,670,687	\$ 1,630,334
											Change from 2017 Original Plan		\$ 81,949	\$ 41,597

City of Menasha

Group Medical
Effective Date: January 1, 2018

General Plan Information	WCA Group Health Trust Embedded - Continued		WCA Group Health Trust HRA Plan Alternates	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Network	Choice Plus		Choice Plus	
Deductible	\$1,500 Single \$3,000 Family	\$3,000 Single \$6,000 Family	\$3,000 Single \$6,000 Family	\$6,000 Single \$12,000 Family
Coinsurance	100%	80%	100%	80%
Out-of-Pocket Maximum (Including Deductible and Copays except RX)	\$1,500 Single \$3,000 Family	\$4,250 Single \$8,500 Family	\$3,000 Single \$6,000 Family	\$5,750 Single \$10,500 Family
Physician Services				
Office Visits	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Preventive Care	100%	80% after deductible	100%	80% after deductible
Diagnostic X-Ray & Lab	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Chiropractic Care	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Hospital Services				
Inpatient	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Outpatient	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Emergency and Urgent Care				
Emergency Room	100% after deductible		100% after deductible	
Urgent Care/Walk-in Clinic	100% after deductible	80% after deductible	100% after deductible	80% after deductible
Retail - Change to Caremark	\$0/\$10/\$25/\$50 - Retail (30 days) \$0/\$20/\$50/\$100 - Retail (31-90 days) \$0/\$20/\$50/\$100 - Mail Order (90 days) Specialty Drugs Limited to 30 day supply		\$0/\$10/\$25/\$50 - Retail (30 days) \$0/\$20/\$50/\$100 - Retail (31-90 days) \$0/\$20/\$50/\$100 - Mail Order (90 days) Specialty Drugs Limited to 30 day supply	
Out-of-Pocket Maximum (Pharmacy Only)	\$4,850 Single \$6,700 Family		\$4,850 Single \$6,700 Family	
Premium Information				
		<i>Current</i>	<i>Renewal</i>	
Single (30)	30	\$517.32	\$558.71	\$507.67
Employee + Spouse (25)	25	\$1,092.70	\$1,180.12	\$1,072.73
Employee + Child(ren) (10)	10	\$960.73	\$1,037.59	\$943.17
Family (51)	51	\$1,882.86	\$1,817.49	\$1,652.10
Total Monthly Premium		\$139,363	\$150,512	\$136,816
Total Annual Premium		\$1,672,356	\$1,806,148	\$1,641,791

8%

-2%

We have endeavored to provide you with an accurate proposal based on the information given to us. Although upon actual enrollment and underwriting and must be approved by the Insurance Carrier. We assume no liability for rate differences and advise you not to cancel proposal as a summary of plan benefits; for complete

Health Reimbursement Cost Savings Comparison

Renewing with Current UMR Plan (\$1,500/\$3,000 Deductible)			
	Count	Monthly Premium	Annual Medical Premium
City of Menasha			
Single (30)	30	\$558.71	\$201,136
Employee + Spouse (26)	26	\$1,180.12	\$368,197
Employee + Child(ren) (10)	10	\$1,037.59	\$124,511
Family (51)	51	\$1,817.49	\$1,112,304
Total			\$1,806,148

Renewing with UMR on Alternate Plan \$3,000 Deductible (HRA funds back \$1,500)						
	Count	Monthly Premium	Annual Medical Premium	HRA Funding	Per	If all units reach deductible
City of Menasha						
Single (30)	30	\$507.87	\$182,833	\$1,500	Member	\$45,000
Employee + Spouse (26)	26	\$1,072.73	\$334,692	\$3,000	Family	\$78,000
Employee + Child(ren) (10)	10	\$943.17	\$113,180	\$3,000	Family	\$30,000
Family (51)	51	\$1,652.10	\$1,011,085	\$3,000	Family	\$153,000
Total			\$1,641,791			\$306,000

HRA Administration Fees (TBD)						
Set- Up	N/A	\$0.00				
Per Employee Per Month		\$3.25				\$4,563
Maximum Total Combined Costs						\$1,952,354

Potential Savings			
HRA Utilization:	0%	=	\$164,357
	15%	=	\$118,457
	30%	=	\$72,557
	50%	=	\$11,357
	75%	=	(\$65,143)
	100%	=	(\$141,643)

HRA Illustration – How it Works

	Single	EE / SP, CH or Family
Total In-Plan Deductible	\$3,000	\$6,000
Employee's Responsibility The "front end" portion of the medical plan deductible.	\$0 - \$1,500	\$0 - \$3,000
Health Reimbursement Arrangement (HRA) (City's Responsibility) The "back end" portion of the medical plan deductible.	\$1,501 - \$3,000	\$3,001 - \$6,000

City of Menasha HRA COBRA Premiums

	Reimbursable			HRA COBRA
	Amount	35.00%	÷12	Premium
Single	\$1,500.00	\$525.00	\$43.75	\$43.75
Employee + Child	\$3,000.00	\$1,050.00	\$87.50	\$87.50
Employee + Spouse	\$3,000.00	\$1,050.00	\$87.50	\$87.50
Family	\$3,000.00	\$1,050.00	\$87.50	\$87.50

	Reimbursable			HRA COBRA
	Amount	33.00%	÷12	Premium
Single	\$1,500.00	\$495.00	\$41.25	\$41.25
Employee + Child	\$3,000.00	\$990.00	\$82.50	\$82.50
Employee + Spouse	\$3,000.00	\$990.00	\$82.50	\$82.50
Family	\$3,000.00	\$990.00	\$82.50	\$82.50

	Reimbursable			HRA COBRA
	Amount	30.00%	÷12	Premium
Single	\$1,500.00	\$450.00	\$37.50	\$37.50
Employee + Child	\$3,000.00	\$900.00	\$75.00	\$75.00
Employee + Spouse	\$3,000.00	\$900.00	\$75.00	\$75.00
Family	\$3,000.00	\$900.00	\$75.00	\$75.00

CITY OF MENASHA
2016-2018 Estimates/Budget Amounts for HEALTH INSURANCE

	<u>Monthly Premium</u>	<u>Employee 2.5%</u>	<u>Employer 97.5%</u>				<u>ANNUAL EMPLOYER COST</u>	
<u>2016 Budget - SINGLE</u>								
Jan. - Dec.	\$ 502.25	\$ 12.56	\$ 489.69	x	12	=	\$ 5,876.28	
							\$ 5,876.28	\$ 5,876
<u>2016 Budget - EMPLOYEE/CHILDREN</u>								
Jan. - Dec.	\$ 932.75	\$ 23.32	\$ 909.43	x	12	=	\$ 10,913.16	
							\$ 10,913.16	\$ 10,913
<u>2016 Budget - EMPLOYEE/SPOUSE</u>								
Jan. - Dec.	\$ 1,060.88	\$ 26.52	\$ 1,034.36	x	12	=	\$ 12,412.32	
							\$ 12,412.32	\$ 12,412
<u>2016 Budget - FAMILY</u>								
Jan. - Dec.	\$ 1,633.85	\$ 40.85	\$ 1,593.00	x	12	=	\$ 19,116.00	
							\$ 19,116.00	\$ 19,116

	<u>Monthly Premium</u>	<u>Employee 5.0%</u>	<u>Employer 95.0%</u>				<u>ANNUAL EMPLOYER COST</u>	
<u>2017 Budget - SINGLE</u>								
Jan. - Dec.	3.000% \$ 517.32	\$ 25.87	\$ 491.45	x	12	=	\$ 5,897.40	
							\$ 5,897.40	\$ 5,897
<u>2017 Budget - EMPLOYEE/CHILDREN</u>								
Jan. - Dec.	3.000% \$ 960.73	\$ 48.04	\$ 912.69	x	12	=	\$ 10,952.28	
							\$ 10,952.28	\$ 10,952
<u>2017 Budget - EMPLOYEE/SPOUSE</u>								
Jan. - Dec.	3.000% \$ 1,092.70	\$ 54.64	\$ 1,038.07	x	12	=	\$ 12,456.84	
							\$ 12,456.84	\$ 12,457
<u>2017 Budget - FAMILY</u>								
Jan. - Dec.	3.000% \$ 1,682.86	\$ 84.14	\$ 1,598.72	x	12	=	\$ 19,184.64	
							\$ 19,184.64	\$ 19,185

	<u>Monthly Premium</u>	<u>Employee 7.5%</u>	<u>Employer 92.5%</u>				<u>ANNUAL EMPLOYER COST</u>	
<u>2018 Budget - SINGLE</u>								
Jan. - Dec.	-1.827% \$ 507.87	\$ 38.09	\$ 469.78	x	12	=	\$ 5,637.36	
		HRA Admin. ---->	\$ 3.25	x	12	=	\$ 39.00	
		HRA 35% Funding ---->	\$ 43.75	x	12	=	\$ 525.00	
			<u>\$ 516.78</u>				\$ 6,201.36	\$ 6,201
<u>2018 Budget - EMPLOYEE/CHILDREN</u>								
Jan. - Dec.	-1.827% \$ 943.17	\$ 70.74	\$ 872.43	x	12	=	\$ 10,469.30	
		HRA Admin. ---->	\$ 3.25	x	12	=	\$ 39.00	
		HRA 35% Funding ---->	\$ 87.50	x	12	=	\$ 1,050.00	
			<u>\$ 963.18</u>				\$ 11,558.30	\$ 11,558
<u>2018 Budget - EMPLOYEE/SPOUSE</u>								
Jan. - Dec.	-1.827% \$ 1,072.73	\$ 80.45	\$ 992.28	x	12	=	\$ 11,907.41	
		HRA Admin. ---->	\$ 3.25	x	12	=	\$ 39.00	
		HRA 35% Funding ---->	\$ 87.50	x	12	=	\$ 1,050.00	
			<u>\$ 1,083.03</u>				\$ 12,996.41	\$ 12,996
<u>2018 Budget - FAMILY</u>								
Jan. - Dec.	-1.827% \$ 1,652.10	\$ 123.91	\$ 1,528.19	x	12	=	\$ 18,338.53	
		HRA Admin. ---->	\$ 3.25	x	12	=	\$ 39.00	
		HRA 35% Funding ---->	\$ 87.50	x	12	=	\$ 1,050.00	
			<u>\$ 1,618.94</u>				\$ 19,427.53	\$ 19,428

CITY OF MENASHA
2016-2018 Estimates/Budget Amounts for DENTAL INSURANCE

	<u>Monthly Premium/ Admin.</u>	<u>Employee 10.0%</u>	<u>Employer 90.0%</u>			<u>ANNUAL EMPLOYER COST</u>	
<u>2016 Budget - SINGLE</u>							
Jan. - Dec.	\$ 43.05	\$ 4.30	\$ 38.75	x	12	= \$ 465.00	
						\$ 465.00	\$ 465

<u>2016 Budget - FAMILY</u>							
Jan. - Dec.	\$ 114.67	\$ 11.47	\$ 103.20	x	12	= \$ 1,238.40	
						\$ 1,238.40	\$ 1,238

	<u>Monthly Premium/ Admin.</u>	<u>Employee 10.0%</u>	<u>Employer 90.0%</u>			<u>ANNUAL EMPLOYER COST</u>	
<u>2017 Budget - SINGLE</u>							
Jan. - Dec. 0.000%	\$ 43.05	\$ 4.30	\$ 38.75	x	12	= \$ 465.00	
						\$ 465.00	\$ 465

<u>2017 Budget - FAMILY</u>							
Jan. - Dec. 0.000%	\$ 114.67	\$ 11.47	\$ 103.20	x	12	= \$ 1,238.40	
						\$ 1,238.40	\$ 1,238

	<u>Monthly Premium/ Admin.</u>	<u>Employee 10.0%</u>	<u>Employer 90.0%</u>			<u>ANNUAL EMPLOYER COST</u>	
<u>2018 Budget - SINGLE</u>							
Jan. - Dec. 0.000%	\$ 43.05	\$ 4.30	\$ 38.75	x	12	= \$ 465.00	
						\$ 465.00	\$ 465

<u>2018 Budget - FAMILY</u>							
Jan. - Dec. 0.000%	\$ 114.67	\$ 11.47	\$ 103.20	x	12	= \$ 1,238.40	
						\$ 1,238.40	\$ 1,238

CITY OF MENASHA
2016-2018 Estimates/Budget Amounts for VISION INSURANCE

	Monthly Premium/ Admin.	Employee 10.0%	Employer 90.0%				ANNUAL EMPLOYER COST	
<u>2016 Budget - SINGLE</u>								
Jan. - Dec.	\$ 4.83	\$ 0.49	\$ 4.35	x	12	=	\$ 52.20	\$ 52
							\$ 52.20	\$ 52
<u>2016 Budget - LIMITED FAMILY</u>								
Jan. - Dec.	\$ 9.68	\$ 0.97	\$ 8.71	x	12	=	\$ 104.52	\$ 105
							\$ 104.52	\$ 105
<u>2016 Budget - FAMILY</u>								
Jan. - Dec.	\$ 12.77	\$ 1.28	\$ 11.49	x	12	=	\$ 137.88	\$ 138
							\$ 137.88	\$ 138

	Monthly Premium/ Admin.	Employee 10.0%	Employer 90.0%				ANNUAL EMPLOYER COST	
<u>2017 Budget - SINGLE</u>								
Jan. - Dec.	4.060% \$ 5.03	\$ 0.50	\$ 4.53	x	12	=	\$ 54.36	\$ 54
							\$ 54.36	\$ 54
<u>2017 Budget - LIMITED FAMILY</u>								
Jan. - Dec.	4.060% \$ 10.07	\$ 1.01	\$ 9.06	x	12	=	\$ 108.72	\$ 109
							\$ 108.72	\$ 109
<u>2017 Budget - FAMILY</u>								
Jan. - Dec.	4.060% \$ 13.28	\$ 1.33	\$ 11.95	x	12	=	\$ 143.40	\$ 143
							\$ 143.40	\$ 143

	Monthly Premium/ Admin.	Employee 10.0%	Employer 90.0%				ANNUAL EMPLOYER COST	
<u>2018 Budget - SINGLE</u>								
Jan. - Dec.	0.000% \$ 5.03	\$ 0.50	\$ 4.53	x	12	=	\$ 54.36	\$ 54
							\$ 54.36	\$ 54
<u>2018 Budget - LIMITED FAMILY</u>								
Jan. - Dec.	0.000% \$ 10.07	\$ 1.01	\$ 9.06	x	12	=	\$ 108.72	\$ 109
							\$ 108.72	\$ 109
<u>2018 Budget - FAMILY</u>								
Jan. - Dec.	0.000% \$ 13.28	\$ 1.33	\$ 11.95	x	12	=	\$ 143.40	\$ 143
							\$ 143.40	\$ 143



MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

RENEWAL POLICY QUOTE

Policy # 5000103_Q-1

Agent Pallin Allen

Named Insured and Principal Address:

City of Menasha
140 Main Street
Menasha, WI 54952

Contact:

Pamela Captain
920-967-3602

Policy Period: 12:01 am 01/01/2018 to 01/01/2019

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	48,781,043	0.059	28,783
Contractors Equipment	1,000	1,957,010	0.192	3,757
Monies & Securities	1,000	37,000	0.50	185
Total Annual Premium				\$32,725

Comments

This quote is your estimated renewal policy premium amount with coverages and coverage amounts as shown.

This quote becomes null and void within 30 days of transaction effective date.



MUNICIPAL PROPERTY INSURANCE COMPANY
 9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

DECLARATIONS

Policy # 5000103_Q-1
 Replaces Policy # 240063
 Agent Pallin Allen

Item I. Named Insured and Principal Address: Contact:
 City of Menasha Pamela Captain
 140 Main Street 920-967-3602
 Menasha, WI 54952

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 01/01/2018, and expires at 12:01 A.M., 01/01/2019.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Deductible	TIV	Rate	Annual Premium
Buildings, Personal Property & Property in the Open	5,000	48,781,043	0.059	28,783
Contractors Equipment	1,000	1,957,010	0.192	3,757
Monies & Securities	1,000	37,000	0.50	185
Schedule Attached				
Total Annual Premium	\$32,725	Billed to Insured		

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form	Edition Date	Description
MPIC-001	09-2017	Municipal Property Insurance Company Policy
MPIC-004	06-2016	Statement of Values
MPIC-004 CE	06-2016	Contractor's Equipment
MPIC-004 PITO	06-2016	Property in the Open
MPIC-201	06-2016	Monies & Securities Endorsement
MPIC-300	06-2016	Contractor's Equipment Endorsement
MPIC-500	06-2016	Joint Loss Agreement Endorsement
MPIC-502	06-2016	Cap on Losses From Certified Acts of Terrorism
MPIC-506	06-2016	Coverage of Computer-Related Losses Endorsement


Item V. Loss Payees:

Item VI. Variable Coverage Schedules:

Monies & Securities

City Hall	25,000
Police Department	2,000
Smith Park Memorial Bldg	3,000
Library	2,000
Jefferson park Swimming Pool-Admissions/Concessions	5,000
	37,000



To: Members of the Administration Committee
From: Tim Styka, Chief of Police 
Date: October 31, 2017
RE: Contract with Fox Valley Humane Association

BACKGROUND

The City of Menasha has contracted with the Fox Valley Humane Association for the care of stray animals located in the City for at least 25 years. From time to time the contract with FVHA has been updated and brought before the Administration Committee and Common Council for approval. The last contract was approved by both parties in 2009.

ANALYSIS

The language in the proposed contract is almost identical as the last approved contract in 2009. The substantive change has to deal with the billing process. In the past contracts there was language under #4 "Payment" which described a process by which the number of animals in the last full year would be multiplied by the animal rate and then 1/12th of that total amount would be paid each month of the subsequent year. If this sounds a bit odd or confusing, it has been, especially for the bookkeepers at the FVHA. I have been told that all of the other clients of the FVHA pay on a per usage basis every month. This is what the FVHA is proposing.

FISCAL IMPACT

I am not anticipating any change on the overall costs to the City. The old method did provide the opportunity to plan if the usage substantially increased or decreased in a given year. However, the money that has been budgeted over the past few years has been adequate to cover the animal costs.

RECOMMENDATION

In an effort to simplify the system, I will support the change to the contract with the FVHA. Therefore, I am requesting approval of the 2018 contract with the Fox Valley Humane Association.

SERVICE CONTRACT BETWEEN THE CITY OF MENASHA AND THE FOX VALLEY HUMANE ASSOCIATION, LTD.

Whereas City of Menasha has designated the Fox Valley Humane Association, Ltd., as the City Pound under Chapter 174 of Wisconsin State Statutes, and the City of Menasha has agreed to use the services of the Fox Valley Humane Association, Ltd.:

This contract, made this 20th day of November by and between the City of Menasha hereinafter called the Contracting Municipality, and the Fox Valley Humane Association, Ltd., hereinafter called the Association, is as follows:

1. **Definitions:** In this contract when the terms “animal” or “stray animal” are used the terms shall include dogs, cats and domestic animals such as rabbits, birds, ferrets, small caged animals etc. unless otherwise specified on a case by case basis and agreed by both parties. This agreement shall not include wildlife.
2. **Term:** This contract shall begin on January 1, 2018 and have a term of one year. This contract shall be automatically renewed for subsequent one-year periods unless either party notifies the other of its intent to terminate. Said notice shall be in writing at least 30 days prior to the beginning of the automatic renewal date.
3. **Services:** The Association shall provide the following:
 - a. The Association will accept and maintain all stray animals found in the Contracting Municipality which are delivered to the Association by the agents of the Contracting Municipality that the Association is asked by the Contracting Municipality to pick up or that are delivered to the Association by individuals who may bring them in. If an individual brings an animal to the Association’s place of operations which is identified by that individual as a stray, the Association will ascertain the location that the animal was found at and determine whether that location is within the Contracting Municipality. The Association will obtain a signed statement from the individual that the animal was found at that location with the name, address and telephone number of the individual and will provide a copy of that statement to the Contracting Municipality. No charges will be made to the Contracting Municipality for any animal for which there is no signed statement or which is surrendered to the Association by its owner.
 - b. Each month, the Association shall provide the Contracting Municipality with a detailed statement of the charges and applied credits, to include the disposition, for each animal. Within thirty (30) days of receiving the statement, the Contracting Municipality will make payment to the Association or if the Contracting Municipality disputes any charges, the Contracting Municipality will provide written notice to the Association.
 - c. The Association shall maintain complete records of all stray animals that are received from agents of the Contracting Municipality, individuals or picked up by the Association. Copies of the records relating to animals from the Contracting Municipality shall be provided to the Contracting Municipality on a monthly basis. Said reports shall be maintained for a period of one year. The Association shall maintain all records at the

Association's office and shall provide them to the Contracting Municipality upon request by the Contracting Municipality. The Contracting Municipality's original records including but not limited to impoundment transportation forms shall be returned to the Contracting Municipality upon disposition of the animal. Failure to provide/return the municipality's original record within 30 days of a request will result in non-payment of associated contractual charges for the animal involved.

d. The Association shall cooperate with the Contracting Municipality's Humane Officer by following procedures required with respect to stray or surrendered animals that have bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Wisconsin State Statutes Section 95.21(5)(b). The Contracting Municipality shall pay the Association a total fee of \$302.41 per animal to include all services required for the ten day period to include three veterinarian examinations and the euthanasia fee.

e. If the Contracting Municipality delivers an injured or ill animal to the Association or authorizes the Association to pick it up, the Contracting Municipality will pay up to \$207.64 for services required for that animal. Any additional services or treatment which are authorized by the Association shall be the Association's financial responsibility.

f. The Association shall provide assistance at the scene of capture including assisting the Contracting Municipality in capturing vicious or dangerous animals that have been running at large. The Association will charge its actual expense for employee time at the rate it is required to pay those employees for this service. The Association shall provide a phone to be used as the preferred contact method. **The Phone number is 920-XXX-XXXX and is not to be given out to the general public. The number is for on duty police officers and emergency medical personnel only.**

g. In the event that the owner claims an animal from the Association, the Association shall be entitled to collect from the owner its admittance fee plus per day boarding fees and any other costs it has incurred for the animal prior to release of the animal. The Contracting Municipality will not be billed either the contract fee, transport fees or any other charges for claimed animals. The Association shall require the owner to obtain a dog or cat license as appropriate for the animal and proof that the animal is currently immunized against rabies or presentation of pre-paid receipt for immunization from a veterinary clinic before release of the animal.

h. The Association shall be available when a Court order for the destruction of an animal is required. An on-site fee of \$41.53 and a euthanasia fee will be charged.

4. **Payment:** The Association's fees for animals shall be as follows:

a. \$111.55 per animal regardless of the time held by the Association.

b. Kitten and puppy litters will be billed at a special rate. A litter will include one mother and her babies who were born together and are no more than six months of age. The charge for a litter will be \$111.55 for the mother and \$5.00 for each newborn.

- c. \$53.77 for transportation of one animal per trip picked up by the Association. The cost to transport additional animals will be \$10.00 each for the second through eighth animal per trip. If there are more than eight animals for a trip a new transportation charge will be made for each eight additional animals or portion thereof if another vehicle or another staff person is needed to transport them. The Association will have personnel available for pick ups between the hours of 9:00 am and 9:00 pm and will provide the Contracting Municipality with a key to the building should it wish to transport an animal when no one is available.
- d. Animals that are seized by law enforcement authorities and turned over to the Association for care and holding pending resolution of a court case will be billed at a special rate. The rate will be the standard per animal charge for the first seven days and an additional \$7.00 per day per animal thereafter plus the cost of any veterinary care or medication required.
- e. The fees for the renewal of the contract shall increase by three percent (3%) per year unless the Association's costs increase more than that amount. In the event that the Association wishes to increase the amount due for any contract charges by more than 3% for any year after the first renewal year of the contract it shall prepare financial supporting information for the increase and submit it to a designated representative of the Contracting Municipality to confirm the accuracy of the increase at least 60 days before the beginning of the new contract year. The new fee will not take effect until the new contract year and will be held in suspension for a reasonable period of time for a review of the Association's information to take place if requested. Increases will be based upon increases in costs from the base year of 2018.
5. **Traps:** The Contracting Municipality shall be responsible for the purchase, maintenance and use of live traps and other equipment used for animal control purposes.
6. **Insurance:** The Association shall provide the insurance specified in the enclosed certification of insurance. Proof of insurance shall name the Contracting Municipality, its officers and employees, as additional insureds and shall be filed with the clerk of the Contracting Municipality.
7. **Indemnification Clause:** In consideration of the terms and conditions herein, the Association agrees to indemnify, defend and hold harmless the Contracting Municipality, its employees, elected and appointed officials, agents and volunteers from and against all claims, suits, damages, costs, losses and expenses including attorneys fees in any manner resulting from, arising out of, or connected with the impoundment of stray animals by the Association. Said indemnification applies to any and all actions of the employees, agents or representatives of the Association. The Association agrees to defend any and all actions wherein the Contracting Municipality is named a party defendant.

IN WITNESS WHEREOF the Contracting Municipality and the Association

FOX VALLEY HUMANE ASSOCIATION, LTD

By: _____

Date: _____

CITY OF MENASHA

By: _____

Date: _____



ORDINANCE O-13-17

AN ORDINANCE REPEALING AND RECREATING TITLE 7, CHAPTER 1, SECTIONS 7-1-1
& 7-1-6 OF THE CODE OF ORDINANCES
(Dogs and Cats)

INTRODUCED BY ALDERMAN NICHOLS

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

SECTION 1: Repeal and Recreate Title 7, Chapter 1, SEC 7-1-1 and SEC 7-1-6 of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

SEC 7-1-1 DOG, CAT, OR FERRET LICENSE REQUIRED; DEFINITIONS

- (A) License Required. It shall be unlawful for any person in the City of Menasha to own, harbor, or keep any dog or cat that is more than five (5) months of age after July 1 of the license year without complying with the provisions of this Chapter related to the listing, licensing, and tagging of the same, unless otherwise licensed in another municipality.
- (B) Definitions. In this Chapter, unless the context or subject matter otherwise require:
- (1) "Owner" or "Responsible party" includes any person owning, harboring, or keeping a dog or cat.
 - (2) "At large" means to be off the premises of the owner or responsible party and not under the control of some person either by leash or otherwise; but a dog or cat within an automobile of its owner, or in an automobile of any other person with the consent of the owner of said dog or cat, shall be deemed to be upon the owner's premises.
 - (3) "Dog" shall mean any domesticated member of the *canis familiaris* commonly domesticated in the United States, regardless of age or sex.
 - (4) "Cat" shall mean any domesticated member of the *felis domestica* commonly domesticated in the United States, regardless of age or sex.
 - (5) "Neutered" as used herein as describing a dog or cat shall mean a dog or cat having nonfunctional reproductive organs.
 - (6) "Animal" means mammals, reptiles, and birds.
 - (7) "Domesticated animal" means any bird or animal of any species which usually lives in or about the habitation of humans as a pet or animal companion. The term does not include a dangerous animal, a prohibited dangerous animal, or a feral cat.
 - (8) "Cruel" means causing unnecessary and excessive pain or suffering or unjustifiable injury or death.
 - (9) "Law Enforcement Officer" has that meaning which appears in Wis. Stats. §967-02(5) and includes a humane officer under Wis. Stats. §58.07, but does not include a conservation warden appointed under Wis. Stats. §23.10.
 - (10) "Farm animal" means any warm-blooded animal normally raised on farms in the United States and used for food or fiber.

- (11) “Pet” means a domestic or tamed animal kept and used for human companionship.
- (12) “Dwelling Unit” is a building, or portion thereof, designed or used exclusively for residential purposes.
- (13) “Supervisor of Building Inspection Services” is the designated enforcement official.
- (14) “Licensed Kennel” shall be an establishment when or whereupon five (5) or more dogs and/or cats are kept, owned, boarded, groomed, sheltered, protected, bred, or offered for sale or any other merchandising.
Before a kennel license may be applied for, the applicant must apply for a special use permit through the Community Development department and unless such permit is granted such kennel license will not be granted.
- (15) “Bite” shall mean to seize, pierce, or cut with the teeth or with parts of the jaw or to create a wound, usually superficial, inflicted by nails or claws pulled across the skin.
- (16) “Potentially Dangerous” means any animal that when unprovoked:
- a. Bites a human or domestic animal either on public or private property without causing great or substantial bodily harm;
 - b. Chases or approaches a person upon the streets, sidewalks, or public grounds in a menacing fashion or apparent attitude of attack, or any animal with the known propensity, tendency, or disposition to attack unprovoked or cause injury or otherwise to threaten the safety of human beings or domestic animals.
- (17) “Dangerous Animal” means any animal that:
- a. Inflicts substantial bodily harm on a human being or domestic animal without provocation on public or private property;
 - b. Engages in, or is found to have been trained to engage in, exhibitions of fighting; or
 - c. Has been previously found, within the last 36 months, to be a potentially dangerous animal, the owner having received notice of such and the animal again aggressively bites, attacks, or endangers the safety of human beings or domestic animals.
 - d. An animal shall not be deemed a dangerous animal if it bites, attacks, or menaces any person or animal to:
 - i. Defend its owner, caretaker, or another person from an attack by a person or animal;
 - ii. Protect its young or another animal
 - iii. Defend itself against any person or animal which has tormented, assaulted, or abused it; or
 - iv. Defend its owner’s or caretaker’s property against trespassers.
- (18) “Prohibited Dangerous Animal” means any animal that:
- a. Without provocation has killed a human being or domestic animal;
 - b. Without provocation inflicts great bodily harm on a human being or domestic animal;
 - c. Has on two or more reported occasions bitten or attacked a human being or domestic animal, without provocation, on either public or private property, at a level of aggression that meets the definition for dangerous animal;
 - d. No person may bring into or keep in the City an animal that a Wisconsin City, Village, Town, or County has described as dangerous or vicious, has banished from said City, Village, Town, or County, or has been ordered to be destroyed.

The Chief of Police may declare such an animal to be a prohibited dangerous animal in the City of Menasha upon receipt of an official written declaration from the other City, Village, Town, or County setting forth the grounds for the declaration, the name of the animal, if known, and the description of the animal.

SEC 7-1-6 RESTRICTIONS ON KEEPING DOGS, CATS, FOWL, AND OTHER ANIMALS

(A) Restrictions. It shall be unlawful for any person within the City of Menasha to own, harbor, or keep any dog or cat which:

- (1) Is at large within the limits of the City;
- (2) Habitually barks, cries, or howls to the annoyance of any person or persons (see Sec. 7-1-12);
- (3) Is known by such person to be infected with rabies or to have been bitten by an animal known to have been infected with rabies; or
- (4) In the case of a dog, is unlicensed.

(B) Dangerous animals

- (1) Chief of Police's authority. The Police Chief or the Chief's designee may, in accordance with the definitions of Section 7-1-1, determine an animal to be a potentially dangerous animal, dangerous animal, or prohibited dangerous animal.
- (2) Keeping a potentially dangerous animal. The Chief of Police or the Chief's designee may issue a written order declaring an animal to be a potentially dangerous animal. The written order shall put the owner on notice that the animal has engaged in behavior that has resulted in the Chief's declaration and that any future similar actions by the animal may result in the animal being declared a dangerous animal or prohibited dangerous animal. The written order shall also require the animal to pass the Canine Good Citizen Test within six (6) months of receipt of declaration and may include suggestions for preventing aggressive behavior by the animal. The written order shall be delivered in person or sent with certified delivery.
- (3) Keeping a dangerous animal prohibited; exception. No person shall own, possess, harbor, keep, or maintain a dangerous animal except under the following terms and conditions:
 - a. Written Order. The Chief of Police or the Chief's designee shall issue a written order declaring the animal to be a dangerous animal.
 - b. Additional License Requirements. In addition to the license requirement found at Section 7-1-3 of this Code, a dangerous animal license issued by the Finance Department shall be obtained before any person owns, possesses, harbors, or maintains a dangerous animal. Prohibited dangerous animals shall not be allowed in the City.
 - c. Fee and Term. The license term shall be from January 1 through December 31. The license fee, which is not pro-ratable, shall be established by the Common Council.
- (4) Conditions for license issuance. A dangerous animal license may only be granted and issued subject to the owner or responsible party providing proof of the following:
 - a. Current vaccination for rabies;
 - b. Current City License;
 - c. Neuter or spay records of the dangerous animal;

- d. The pet animal's age, weight, coloring, breed, and any special identifying characteristics;
 - e. Two four-inch by six-inch (4x6) color photographs of the dangerous animal;
 - f. Within thirty (30) days after a dog has been designated dangerous, the owner or responsible party must provide written proof from a licensed veterinarian that a microchip has been placed in the dog so the dog may be easily identified. The microchip must be numbered and the number must be provided to the Chief of Police or the Chief's designee.
 - g. The owner or responsible party of a dangerous animal shall present to the Chief of Police or the Chief's designee a certificate of insurance that shows that the owner or responsible party has procured liability insurance in an amount not less than \$1,000,000.00 for any personal injuries inflicted by the dangerous animal. Whenever such policy is cancelled or not renewed, the insurer and animal's owner or responsible party shall notify the Chief of Police or the Chief's designee of such cancellation or nonrenewal in writing by certified mail. Notification in writing shall be within five (5) days of the cancellation or nonrenewal.
- (5) Conditions for license maintenance. A license granted and issued hereunder is conditioned upon the following;
- a. Compliance with subsections (2) and (3) above.
 - b. The dangerous animal, while off premises will be kept muzzled and restrained by a fluorescent yellow collar with harness and sturdy, non-retractable lead of unfrayed material not exceeding four (4) feet in length and under the direct control and supervision of a competent person at least fifteen (15) years of age. The muzzle must be a basket-type muzzle and made in a manner that will not cause injury to the animal or interfere with its vision or respiration, but must be able to prevent it from biting any human being or domestic animal. The collar must be a bright fluorescent yellow visible at fifty (50) feet in normal daylight.
 - c. Dangerous animals are not permitted in dog exercise parks and shall not be transported in a vehicle that might allow the animal to escape or gain access to any person or animal outside the vehicle.
 - d. The license issued to the owner or responsible party shall be worn by the dangerous animal at all times as proof of registration, except when being groomed.
 - e. While indoors, the dangerous animal shall be securely confined. No dangerous animal may be kept on a porch, patio, or in any part of a house or structure on the premises of the owner or responsible party that would allow the animal to exit the building of its own volition. No dangerous animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the animal from exiting the structure.
 - f. Except when leashed and muzzled, all dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel that is located on the premises of the owner or responsible party and constructed in a manner that does not allow the animal to exit the pen or kennel of its own volition. No dangerous animal may be kept in an outdoor yard, including a yard

controlled by an electric pet barrier. The animal may not be leashed to inanimate objects such as trees, posts, and buildings on either public or private property.

- g. The pen or kennel shall, at a minimum, be constructed to conform to the requirements of this paragraph. The pen or kennel shall be child-proof from the outside and animal-proof from the inside. A strong metal double fence with adequate space between fences (at least two (2) feet) shall be provided so that a child cannot reach into the animal enclosure. The pen or kennel shall have secure sides and a secure top attached to all sides. The pen or kennel used to confine a dangerous animal shall be locked with a key or combination lock. The pen or kennel shall either have a secure bottom or floor attached to the sides of the pen or kennel or the sides of the pen or kennel shall be imbedded in the ground no less than two feet. All pens and kennels erected to house dangerous animals shall comply with all city zoning and building regulations. All pens and kennels shall be adequately lighted, ventilated, and kept in a clean and sanitary condition.
- (6) Non-canine dangerous animals. If the dangerous animal is not a dog, said animal must be confined at all times within the premises of the owner or responsible party of said animal.
- (7) Notice of dangerous animal. The owner or responsible party shall have posted a conspicuous and clearly legible sign made of metal or plastic and fluorescent in color at each possible entrance to the premises on which the animal will be held and on the pen or kennel where the dangerous animal is kept. Such sign must be at least eight and one-half inches by eleven inches (8.5x11) in rectangular dimensions and shall contain only the words "Dangerous Animal" in bold faced lettering not less than 120 point type (one and one-half inches in height).
- (8) Seizing a dangerous animal. An animal declared dangerous that is in violation of this section and is not subject to a current appeal, may be seized by the City pursuant to Wis. Stats. §173.13(1)
- (9) Declaring a dangerous animal as a prohibited dangerous animal. Any animal declared dangerous by this Chapter that subsequently has a second or more reported unprovoked incidents in which the animal has bitten, inflicted injury, attacked, or otherwise unreasonably endangered with aggressive or threatening behavior the safety of a human being or domestic animal on either public or private property shall be declared a prohibited dangerous animal by the Chief of Police.
- (10) Order to kill a dog. Any dog that has caused serious injury to a person, persons, or a domestic animal on two separate occasions off the owner's or responsible party's premises, without provocation, may be destroyed as a result of judgement rendered by a court of competent jurisdiction, as specified under Wis. Stats. §174.02(3).
- (11) Euthanization of dangerous animals. If the owner or responsible party of an animal that has been designated a dangerous animal is unwilling or unable to comply with the regulations for keeping the dangerous animal in accordance with this section, they may have the dangerous animal humanly euthanized by a licensed veterinarian, an animal shelter, or the humane society.
- (12) Notification.
 - a. The owner or responsible party of an animal declared dangerous shall notify the Police Department immediately if the animal is at large.
 - b. The owner or responsible party of an animal declared dangerous shall notify the

Police Department within 24 hours if the dangerous animal is unconfined or has bitten or inflicts injury to a human being or domestic animal.

- c. No owner or responsible party may sell or transfer possession of a dangerous animal to another individual within the City of Menasha without first notifying the individual to whom the dangerous animal is being sold or transferred of the fact that said animal has been determined to be a dangerous animal and that all of the requirements imposed upon the former owner or responsible party of said animal by this Chapter will be imposed upon the new owner or responsible party.
- d. No owner or responsible party may sell or transfer possession of a dangerous animal to another individual without first notifying the Chief of Police or the Chief's designee thereof in writing to be received at least five (5) business days in advance of the sale or transfer of possession.
- e. If a dangerous animal is euthanized, the owner or responsible party thereof shall provide the Chief of Police or the Chief's designee a certificate or other written proof of euthanasia from a licensed veterinarian within five (5) business days of the date of death of the animal.
- f. If a dangerous animal is killed, destroyed, or dies from any other cause or means, the owner or responsible party shall provide the Police Chief or the Chief's designee written notice within five (5) business days of the date of death of the animal to.

(13) Prohibited dangerous animal.

- a. The Chief of Police or the Chief's designee may determine an animal to be a prohibited dangerous animal whenever the Chief of Police or the Chief's designee finds that an animal meets the definition as provided for under Section 7-1-1.
- b. The Chief of Police or the Chief's designee shall issue a written order by certified delivery, which declares the animal to be a prohibited dangerous animal and requires the owner or responsible party to remove the animal from the City within five (5) business days or have the animal humanely euthanized.
- c. No owner or responsible party may sell or transfer possession of a prohibited dangerous animal to another individual within the City of Menasha.
- d. An animal declared to be a prohibited dangerous animal that is not removed from the City within five (5) business days of it being declared a prohibited dangerous animal and is not subject to a current appeal, may be seized by the City pursuant to Wis. Stats. §173.13(1).
- e. The owner or responsible party shall provide the Chief of Police or the Chief's designee within five (5) business days of the animal being declared a prohibited dangerous animal the name, address, and phone number of the individual that will be in possession of the prohibited animal or a certification from a license veterinarian that the prohibited dangerous animal was humanely euthanized.

(14) Appeal process for dangerous and prohibited dangerous animals.

- a. The owner or responsible party aggrieved by the decision of the Chief of Police or the Chief's designee to declare an animal dangerous or prohibited dangerous under Subsections (9) or (13) may appeal such decision by filing a written notice of appeal with the City Clerk within five (5) business days of the

certified delivery of the written order from the Chief of Police or the Chief's designee. Appeals shall be heard by the Board of Health, which shall make a final decision to uphold, deny, or modify the Chief's determination. Because a determination under Subsection (3) that an animal is potentially dangerous does not impose any restrictions or requirements on the animal or animal's owner or responsible party, such determination is not appealable under this section.

- b. The animal shall be securely confined in a humane manner either on the premises of the owner or responsible party or with a licensed veterinarian, but not destroyed, until the time of the appeal is expired or until any timely appeal has been heard and a written decision rendered. All costs incurred shall be the responsibility of the owner or responsible party of the animal.
 - c. If the owner or responsible party further contests the final decision of the Board of Health, they may, within five (5) business days of the certified delivery of the written decision, seek review of the decision by the Circuit Court.
- (15) Removal of animal from dangerous animal status. Upon the written petition of the owner or responsible party of an animal that has been previously determined to be dangerous, the Chief of Police or the Chief's designee may remove the animal from the list of dangerous animals if:
- a. The owner or responsible party demonstrates that changes in circumstances or measures taken by the owner or responsible party have mitigated the risk to public safety.
 - b. The owner or responsible party demonstrates there have been no additional reported instances anywhere of the behavior that constitutes a potentially dangerous animal or dangerous animal as defined in Section 7-1-1, within a 36 month period from the date of the order determining the animal to be dangerous; and
 - c. The owner or responsible party provides documentation from an accredited dog training specialist of the dog attending and passing an animal socialization program offered through the American Kennel Club Canine Good Citizen Program.
 - d. The Chief of Police or the Chief of Police's designee concludes from all the evidence presented that the animal no longer presents a risk to public safety.

(C) Animals Running at Large

- (1) No person having in his possession or ownership any animal shall allow the same to run at large within the City. The owner or responsible party of any animal, whether licensed or unlicensed, shall keep the animal tied or enclosed in a proper enclosure so as to not allow said animal to interfere with the passing public or neighbors. Any animal running at large, unlicensed and required by State Law or City Ordinance to be licensed shall be seized and impounded by a humane or law enforcement officer.
- (2) A dog or cat shall not be considered to be running at large if it is on a leash and under control of a person physically able to control it.

(D) Owner's Liability for Damage Caused by Dogs; Penalties. Wis. Stats. §174.02 and §174.12 are adopted by reference.

(E) Limitations on number of dogs and cats. The total combination number of dogs and cats per dwelling unit shall be limited to four (4). A dwelling unit that has obtained a previous exemption under this paragraph allowing more than four (4) but no more than twelve (12)

dogs and cats shall retain its exemption for only the listed dogs and cats named on the original petition for the life of the animal or until applicant's ownership ceases, whichever occurs first

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

Passed and approved this ____ day of _____, 2017.

Recommended by: _____
Motion/Second: _____
Vote: _____
Pass/Fail: _____
Requires: __ Majority Vote __ 2/3 Vote

Donald Merkes, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk