A Quorum of the Administration Committee, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.

ADMINISTRATION COMMITTEE MEETING AGENDA

Monday, July 21, 2025 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

or immediately following the Common Council meeting

A. Call to Order

B. Roll Call

C. Minutes to Approve

1. Administration Committee, 7/7/25

D. Discussion / Action Items

1. Cities and Villages Mutual Insurance Company's (CVMIC) Special Event Coverage for Menasha Night Out Event, August 6, 2025

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."

Menasha

ADMINISTRATION COMMITTEE MINUTES

Monday, July 7, 2025 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER
Meeting called to order by District 2 Alderperson Eisenach at 8:14 pm.

B. ROLL CALL
Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella
Also Present: FD Sassman, DDMO Brown, PRD Sackett, DDE Gordon, CA Struve, Mayor Hammond, Clerk Snyder, DC Janet

C. MINUTES TO APPROVE

1. Administration Committee, 5/19/25
   Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Review & Accept the 2024 City of Menasha Financial Audit (CliftonLarsonAllen LLP)
   Leah Lasecki, CPA discussed the audit CliftonLarsonAllen LLP performed for the City of Menasha based on Menasha's 2024 finances. CPA Lasecki described that Menasha received a clean audit opinion; this is the best category of audit opinion a municipality can receive, and this opinion is made in terms of materiality. CPA Lasecki more specifically discussed the City of Menasha's financial trends, governmental fund balances, budgeted expenditures, and TIDs.

   Motion by District 2 Alderperson Eisenach seconded by District 4 Alderperson Perkins to approve. Motion carried 8-0 on roll call.

E. ADJOURNMENT
Motion by District 3 Alderperson Hale seconded by District 6 Alderperson Marshall to adjourn at 8:48 pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.

MEMORANDUM

DATE July 15, 2025

TO Administration Committee

FROM Margaret Struve, City Attorney MAS
Nick Thorn, Police Chief

RE Cities and Villages Mutual Insurance Company's (CVMIC) Special Event Coverage for Menasha Night Out Event (Coverage for 8/6/2025)

Since the anticipated Menasha Night Out Event, anticipated to occur on August 6, 2025, is a city-sponsored event, I researched the option of securing separate Special Event Coverage. CVMIC's broker, Alliant, provided the attached Proposal and Request to Bind Coverage by the carrier, Evanston Insurance Company.

This special event coverage would be a cost-effective way to transfer risk away from our CVMIC liability policy and its $25,000 self-insured retention (SIR) to this separate Special Event Coverage. The cost for this separate premium, as indicated on the attached proposal, would be $329, funded by the Police Department's budget. The coverage would be sought for 8/6/2025, consistent with the anticipated event needs. The coverage would have no deductible. There may be exclusions for anticipated vendor services, however, for those vendor services, the City would require that vendor to add the City of Menasha as an Additional Insured on their policy and provide us with a Certificate of Insurance evidencing the same.

RECOMMENDATION: Staff recommends acceptance of the proposal and premium quote for Special Event Coverage from Evanston Insurance Company for Special Event coverage for the Celebrate Menasha 150th Event as reflected in the proposal.

CITY OF MENASHA
MENASHA NIGHT OUT
SPECIAL EVENTS PROPOSAL

EVENT DATE: August 6, 2025

EVENT LOCATION: Barker Farms Park, 2170 Plank Rd, Menasha, WI 54952

COMMERCIAL GENERAL LIABILITY

INSURANCE COMPANY: Evanston Insurance Company

A.M. BEST GUIDE RATING:* A(Excellent); Financial Size Category XV ($2 Billion or greater) *as of October 27, 2023*

STANDARD AND POOR'S RATING: A (Strong) *pulled on November 20, 2024*

CALIFORNIA STATUS: Non-Admitted

GENERAL LIABILITY LIMITS:

$2,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate (Food Products, Beverages, Clothing Apparel, Records, Tapes, CDs, Photos, Stickers, Crafts, Painting, Posters, Badges, Artwork, Jewelry, Toys and Books ONLY)
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence
$ 100,000	Damage to Premises Rented to You Limit (Fire Damage)
$ 5,000	Medical Payments

All Aggregates apply separately

COVERAGE: Combined Single Limit of Liability for Bodily Injury and Property Damage Per Occurrence and Aggregate as shown above. Coverage Includes:

- Event Holder as Named Insured
- Venue Owner as Additional Insured (If Declared)
- Liquor Liability (With prior approval and payment of additional premium) Included in occurrence and general aggregate limit

DEDUCTIBLE: None

MAJOR EXCLUSIONS:
(Including but not limited to)

- Automobile Liability
- Aircraft / Unmanned Aircraft (Drones) / Watercraft Liability
- Property Damage to Entity Premises
- Property of Others in the Care, Custody and Control of the Insured
- Workers' Compensation
- Collapse of Tents and Concert Limitations
- Attendance Limitation Exclusion
- Outdoor Concerts Limitation Exclusion
- Seating, Glass & Fixtures Exclusion
- Fireworks, Pyrotechnics, Explosives and Flashbox Exclusion
- Exclude Specific Performances (without prior company approval)

*See last page for additional information

CITY OF MENASHA
MENASHA NIGHT OUT
SPECIAL EVENTS PROPOSAL

MAJOR EXCLUSIONS: (Including but not limited to) CONT:

- Bodily Injury, Property Damage, Personal and Advertising Injury to any entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured as a result of participating in a demonstration, show, competition and contest. Damage to property or equipment belonging to entertainer, stage hand, crew, independent contractor, audience member, patron or customer of the insured.
- Assault and Battery
- Terrorism
- Punitive Damages
- Employment-Related Practices Exclusion
- Marijuana Exclusion
- Organic Pathogen and Legionellae Exclusion
- Communicable Disease
- Cyber Exclusion

EXCLUDED EVENTS:

- Circus and Carnivals including Rides
- Mechanical Amusement Devices
- Motorized Sporting Events
- Tractor/Truck Pulls
- Boxing, Wrestling, Hockey, Contact Karate Events (including practice)
- Rodeos and Roping Events (including practice)
- Aircraft, Hot Air Balloon Rides, Demonstrations and Shows
- Professional Sporting Events
- Pyrotechnical Uses / Fireworks Shows (does not apply to spectators)
- Heavy Metal, Alternative Music, Hip-Hop and Rap Concerts (without prior underwriter approval)
- Moonbounces, Trampolines and Inflatable Amusement Devices
- Obstacle Course Races and Mud Runs
- Veterinary Legal Liability (NO animals)

PARTICIPANTS:

- Not covered unless specifically approved by the carrier
- Not approved for this event

ENDORSEMENT & EXCLUSIONS: (Including but not limited to) Please see the policy for the full description of each exclusion

- Suicide or any attempt at suicide or intentionally self-inflicted injury…
- Sickness, disease, mental incapacity…
- Insured's commission of or attempt to commit a crime
- Infections of any kind regardless of how contracted…
- Declared or undeclared war…
- Participation in any team sport or any other athletic activity, except participation in a Covered Activity
- Full-time active duty in the armed forces…
- Travel or flight in or on…

CITY OF MENASHA
MENASHA NIGHT OUT
SPECIAL EVENTS PROPOSAL

ENDORSEMENT & EXCLUSIONS: **(Including but not limited to)** **Please see the policy for the full description of each exclusion** **(COND)**	▪ Medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss result directly or indirectly from the treatment ▪ Stroke or cerebrovascular accident or event… ▪ Workers' Compensation Act or similar law… ▪ Insured riding in or driving any type of motor vehicle as part of a speed contest, scheduled race… ▪ Any loss incurred while outside the US, its Territories or Canada ▪ Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance • Two or More Policies Coverage Forms or Policies

PREMIUMS:

ATTENDANCE PREMIUM:	500	$329.00
GL ADDITIONAL INSUREDS:	None	
GL EXHIBITORS INCLUDED:	None	
GL CONCESSIONAIRES INCLUDED:	None	
GL LIQUOR COVERAGE INCLUDED:	No	
PROPERTY DAMAGE:	No	
TOTAL EVENT PREMIUM: (Includes Taxes and Fees)	$329.00	
MINIMUM RETAINED PREMIUM:	Event Premium is Fully Earned	
QUOTE VALID UNITL:	August 4, 2025	

CITY OF MENASHA
MENASHA NIGHT OUT
SPECIAL EVENTS PROPOSAL

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc. by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc. or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

Other Disclosures / Disclaimers

FATCA:

The Foreign Account Tax Compliance Act (FATCA) requires the notification of certain financial accounts to the United States Internal Revenue Service. Alliant does not provide tax advice so please contact your tax consultant for your obligation regarding FATCA.

Claims Reporting:

Your policy will come with specific claim reporting requirements. Please make sure you understand these obligations. Contact your Alliant Service Team with any questions.

Claims Made Policy:

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Other Disclosures / Disclaimers - Continued

Claims Made Policy (D&O/EPL)

(Applicable to any coverage that is identified as claims made)

This claims-made policy contains a requirement stating that this policy applies only to any claim first made against the Insured and reported to the insurer during the policy period or applicable extended reporting period. Claims must be submitted to the insurer during the policy period, or applicable extended reporting period, as required pursuant to the Claims/Loss Notification Clause within the policy in order for coverage to apply. Late reporting or failure to report pursuant to the policy's requirements could result in a disclaimer of coverage by the insurer.

Any Employment Practices Liability (EPL) or Directors & Officers (D&O) with EPL coverage must give notice to the insurer of any charges / complaints brought by any state / federal agency (i.e. EEOC and similar proceedings) involving an employee. To preserve your rights under the policy, it is important that timely notice be given to the insurer, whether or not a right to sue letter has been issued.

NRRA:

(Applicable if the insurance company is non-admitted)

The Non-Admitted and Reinsurance Reform Act (NRRA) went into effect on July 21, 2011. Accordingly, surplus lines tax rates and regulations are subject to change which could result in an increase or decrease of the total surplus lines taxes and/or fees owed on this placement. If a change is required, we will promptly notify you. Any additional taxes and/or fees must be promptly remitted to Alliant Insurance Services, Inc.

Changes and Developments

It is important that we be advised of any changes in your operations, which may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

- Changes in any operations such as expansion to another states, new products, or new applications of existing products.
- Travel to any state not previously disclosed.
- Mergers and/or acquisition of new companies and any change in business ownership, including percentages.
- Any newly assumed contractual liability, granting of indemnities or hold harmless agreements.
- Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises either purchased, constructed or occupied
- Circumstances which may require an increased liability insurance limit.
- Any changes in fire or theft protection such as the installation of or disconnection of sprinkler systems, burglar alarms, etc. This includes any alterations to the system.
- Immediate notification of any changes to a scheduled of equipment, property, vehicles, electronic data processing, etc.
- Property of yours that is in transit, unless previously discussed and/or currently insured.

CITY OF MENASHA
MENASHA NIGHT OUT
SPECIAL EVENTS PROPOSAL

Other Disclosures / Disclaimers - Continued

Certificates / Evidence of Insurance

- A certificate is issued as a matter of information only and confers no rights upon the certificate holder. The certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by a policy. Nor does it constitute a contract between the issuing insurer(s), authorized representative, producer or certificate holder.
-
- You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others (Indemnification, Hold Harmless) and some of the obligations that are not covered by insurance. We recommend that you and your legal counsel review these documents.

  In addition to providing a certificate of insurance, you may be required to name your client or customer on your policy as an additional insured. This is only possible with permission of the insurance company, added by endorsement and, in some cases, an additional premium.

  By naming the certificate holder as additional insured, there are consequences to your risks and insurance policy including:

- Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
- Your policy may provide higher limits than required by contract; your full limits can be exposed to the additional insured.
- There may be conflicts in defense when your insurer has to defend both you and the additional insured.

Shown above are the disclosures / disclaimers that are attached to all Property & Casualty insurance proposals. Please acknowledge receipt and review.

Signature	**Date**
Title	
Printed / Typed Name	