



# Neenah-Menasha Fire Rescue

## AGENDA

**Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee**  
**June 23, 2020**  
**Room #132 – City of Menasha**  
**5:30 p.m.**

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah and/or Menasha Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision making responsibility. This constitutes a meeting of the Neenah Common Council or Menasha Common Council Members and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Attendance
- II. Election of Chair (City of Neenah Representative)
- III. Election of Vice-Chair (City of Menasha Representative)
- IV. Public Forum
- V. Approval of Minutes:
  - a. January 28, 2020 (attached)
- VI. Activity & Automatic/Mutual Aid Reports (attached)
  - a. May 2020
- VII. Budget report (attached)
  - a. May 2020
- VIII. Consideration and Action Memorandum of Understanding for Mutual Aid and Fire Suppression with the State of Wisconsin DNR (attached)

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **Tara Ellis 886-6200**, [tellis@nmfire.org](mailto:tellis@nmfire.org) or the **City's ADA Coordinator at (920) 886-6106** or e-mail [jgodlewski@ci.neenah.wi.us](mailto:jgodlewski@ci.neenah.wi.us) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**NMFR Joint Finance & Personnel Committee Meeting Minutes**  
**January 28, 2020 – 5:30 p.m.**  
**2<sup>nd</sup> Floor Conference Room – City of Neenah**

Present: Ald. Sevenich, Stevenson, Boyette, Grade and Ropella

Excused: Ald. Kunz

Also Present: Chief Kloehn, Director Easker and MA Ellis

Public: No members of the public were present

Ald. Sevenich called the meeting to order at 5:30 p.m.

Minutes: The Committee reviewed the meeting minutes from January 6, 2020. **MSC Boyette/Stevenson to approve the January 6, 2020 meeting minutes and place on file, all voting aye.**

Activities: The Committee reviewed the December 2019 and 2019 year-to-date activity and automatic/mutual aid reports. Ald. Ropella noted the department is responding to more medical calls versus fire calls. Ald. Stevenson noted there were a lot calls we responded to that prevented larger fires (i.e. smoke in a building, fatalities, etc.). Chief Kloehn noted that he doesn't feel that either City wants an excessive amount of fires in their Cities. We do a lot of prevention within the schools and the communities and our numbers show our prevention education is working along with our response times preventing small things to become large fires. In 2019, we had 2,936 total calls. Of these calls, 1,787 and the rest were fire related calls. **MSC Stevenson/Grade to approve the December 2019 and 2019 year-to-date activity and automatic aid/mutual aid reports and place on file, all voting aye.**

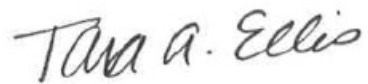
Fire Rescue Responses on Interstate 41: The Committee reviewed the information from Chief Kloehn and the Memorandum of Understanding for Fire Rescue Response on Interstate 41. This change came as a result of the major accident that occurred on February 24, 2018. This agreement would be reviewed by all participating departments in a year to see if this is still working and/or if any changes need to be made. **MSC Stevenson/Grade recommends the City of Neenah and City of Menasha Common Councils approve the Memorandum of Understanding for the Fire Response on Interstate 41 with Neenah-Menasha Fire Rescue, Town of Vinland Fire Department and Town of Neenah Fire Department, all voting aye.**

Combined Recruit Class: The Committee reviewed the information from Chief Kloehn and the Memorandum of Understanding with Oshkosh Fire Department for a combined recruit class. The agreement will be reviewed after a year to see if any changes need to be made. Both Departments will split the costs associated with the combined recruit class. Ald. Ropella noted the department already does a lot of training and asked if there is such a thing as too much training. Chief Kloehn said there is no such thing as too much training. We have to be prepared for every situation and we have to repeat things so we don't forget anything when the time is needed to perform that task. Ald Stevenson asked if a reference to potential capital equipment items be considered for any future agreements. Chief Kloehn

said he will look at that with Oshkosh once the agreement is reviewed again. **MSC Stevenson/Grade recommends the City of Neenah and City of Menasha Common Councils approve the Combined Recruit Class Memorandum of Understanding between Neenah-Menasha Fire Rescue and Oshkosh Fire Department, all voting aye.**

**MSC Stevenson/Boyette to adjourn at 6:05 p.m., all voting aye.**

Respectfully Submitted,

A handwritten signature in cursive script that reads "Tara A. Ellis".

Tara Ellis  
Management Assistant

**Neenah - Menasha Fire Rescue**

**Incident Type Period Comparisons**

**Alarm Date Between {05/01/2020} and {05/31/2020}**

Incident Type	05/01/2020	05/01/2019	05/01/2018	05/01/2017
	to	to	to	to
	05/31/2020	05/31/2019	05/31/2018	05/31/2017
111 Building fire	3	1	4	4
113 Cooking fire, confined to container	0	1	4	3
131 Passenger vehicle fire	0	0	0	2
142 Brush or brush-and-grass mixture fire	1	0	0	0
151 Outside rubbish, trash or waste fire	0	0	0	1
154 Dumpster or other outside trash receptacle	4	0	0	1
251 Excessive heat, scorch burns with no ignition	0	1	0	0
300 Rescue, EMS incident, other	1	1	1	1
311 Medical assist, assist EMS crew	116	150	162	162
311A Medical assist, assist EMS crew, Advanced	12	16	10	7
320 Emergency medical service, other	5	1	1	0
321 EMS call, excluding vehicle accident with	1	0	0	0
322 Motor vehicle accident with injuries	1	2	2	1
323 Motor vehicle/pedestrian accident (MV Ped)	0	0	0	1
324 Motor Vehicle Accident with no injuries	0	1	1	0
331 Lock-in (if lock out , use 511 )	0	3	0	0
352 Extrication of victim(s) from vehicle	0	0	1	0
353 Removal of victim(s) from stalled elevator	0	0	0	1
360A Water & ice-related rescue, no rescue	2	2	2	0
365 Watercraft rescue	0	0	1	2
410 Combustible/flammable gas/liquid condition,	1	0	0	0
411 Gasoline or other flammable liquid spill	1	0	0	0
412 Gas leak (natural gas or LPG)	0	1	5	1
413 Oil or other combustible liquid spill	1	1	1	0
423 Refrigeration leak	0	0	0	1
424 Carbon monoxide incident	0	5	0	0
440 Electrical wiring/equipment problem, Other	0	0	1	0
441 Heat from short circuit (wiring),	0	1	0	0
442 Overheated motor	1	0	0	0
444 Power line down	1	1	1	1
463 Vehicle accident, general cleanup	2	1	2	0
510 Person in distress, Other	0	1	0	0
511 Lock-out	4	5	3	2
520 Water problem, Other	1	0	0	0
531 Smoke or odor removal	0	0	0	1
5311 Smoke or odor investigation	7	5	7	6
542 Animal rescue	0	0	1	1
551 Assist police or other governmental agency	2	2	1	2
553 Public service	0	0	1	0
561 Unauthorized burning	1	0	1	2
571 Cover assignment, standby, moveup	1	1	0	0

**Neenah - Menasha Fire Rescue**

**Incident Type Period Comparisons**

**Alarm Date Between {05/01/2020} and {05/31/2020}**

Incident Type	05/01/2020	05/01/2019	05/01/2018	05/01/2017
	to	to	to	to
	05/31/2020	05/31/2019	05/31/2018	05/31/2017
600 Good intent call, Other	0	1	1	0
611 Dispatched & cancelled en route	7	1	2	2
622 No Incident found on arrival at dispatch	0	2	2	2
651 Smoke scare, odor of smoke	0	1	0	2
652 Steam, vapor, fog or dust thought to be smoke	0	0	0	1
700 False alarm or false call, Other	2	2	1	0
711 Municipal alarm system, malicious false alarm	0	1	0	0
730 System malfunction, Other	1	0	0	0
730MSystem Malfunction Due to Mechanical Damage	0	0	1	0
731 Sprinkler activation due to malfunction	0	2	1	0
733 Smoke detector activation due to malfunction	2	2	1	0
734 Heat detector activation due to malfunction	0	1	0	1
735 Alarm system sounded due to malfunction	2	2	3	3
736 CO detector activation due to malfunction	1	0	0	0
740 Unintentional transmission of alarm, Other	1	0	0	3
740ASystem damage due to tow motor	0	1	1	0
741 Sprinkler activation, no fire - unintentional	1	1	0	1
742 Extinguishing system activation	0	0	1	0
743 Smoke detector activation, no fire -	0	5	2	3
744 Detector activation, no fire - unintentional	2	3	1	1
745 Alarm system activation, no fire -	2	9	6	1
746 Carbon monoxide detector activation, no CO	6	5	1	4
911 Citizen complaint	0	0	1	0
911ACitizen complaint unauthorized burning.	1	1	1	1
911BCitizen complaint unauthorized burning no	2	3	2	3
911CAuthorized Recreational Burning	2	0	0	0
<b>Totals</b>	<u>201</u>	<u>246</u>	<u>241</u>	<u>231</u>

Neenah - Menasha Fire Rescue

Aid Responses by Department

Alarm Date Between {05/01/2020} And {05/31/2020}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other	
<b>08100 Harrison Fire Rescue FDID 08100</b>								
20-0000931	05/04/2020	1 Mutual aid received	#Personnel	0	0	0	0	
		Response Time: 00:05:25	#Appartus	0	0	0	0	
<b>Subtotal Responses:</b>		<b>1</b>	<b>Average Response Time for Dept:</b>					<b>00:05:25</b>

<b>44020 City of Appleton FDID 44020</b>								
20-0000931	05/04/2020	1 Mutual aid received	#Personnel	0	0	0	0	
		Response Time: 00:05:25	#Appartus	0	0	0	0	
<b>Subtotal Responses:</b>		<b>1</b>	<b>Average Response Time for Dept:</b>					<b>00:05:25</b>

<b>70020 Village of Fox Crossing FDID 70020</b>								
20-0000931	05/04/2020	1 Mutual aid received	#Personnel	0	0	0	0	
		Response Time: 00:05:25	#Appartus	0	0	0	0	
<b>Subtotal Responses:</b>		<b>1</b>	<b>Average Response Time for Dept:</b>					<b>00:05:25</b>

<b>70110 Town of Neenah FDID 70110</b>								
20-0000931	05/04/2020	1 Mutual aid received	#Personnel	0	0	0	0	
		Response Time: 00:05:25	#Appartus	0	0	0	0	
<b>Subtotal Responses:</b>		<b>1</b>	<b>Average Response Time for Dept:</b>					<b>00:05:25</b>

Response time calculated from time notified to arrival.

PREPARED 06/16/20, 09:03:13  
 PROGRAM Q1601L  
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE RESCUE  
 MONTH END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
Fire Department							
180-2301-712-01-01	Salaries	2,095,957	401,923	2,137,031	5,532,190	3,395,159	39
180-2301-712-01-04	Overtime Vldges	39,179	14,865	53,291	126,000	72,709	42
180-2301-712-01-05	Reimbursement / Overtime	1,955-	326-	1,123-	0	1,123	0
180-2301-712-01-06	FLSA Overtime Vldges	26,629	4,791	21,553	50,000	28,447	43
180-2301-712-01-10	Health Insurance	367,427	77,466	385,736	885,110	499,374	44
180-2301-712-01-11	Fringes	502,391	91,963	482,960	1,226,750	743,790	39
180-2301-712-01-15	Schools/Seminars/Training	13,899	0	5,316	21,000	15,684	25
180-2301-712-01-16	Test/Certification for Eq	5,509	50	5,788	10,000	4,212	58
180-2301-712-01-17	Outfitting Allowance	31,699	81	30,090	34,000	3,910	89
180-2301-712-01-18	License Renewal	0	0	856	3,000	2,144	29
180-2301-712-01-25	Employee School Reimbo	0	167	167	0	167-	0
180-2301-712-01-28	Enpl Recognition Awards	300	0	0	1,550	1,550	0
180-2301-712-02-02	Outside Printing	0	0	98	930	832	11
180-2301-712-02-03	Postage	112	1	198	700	502	28
180-2301-712-02-04	Conferences & Meetings	327	0	47	2,060	2,013	2
180-2301-712-02-06	Advertising & Publication	0	0	0	200	200	0
180-2301-712-02-07	Dues & Memberships	650	0	770	1,250	480	62
180-2301-712-02-09	Maintenance of FFESCBAs	1,185	59	881	3,200	2,319	28

180-2301-712 02-10	Maint of Computer Hardware	0	0	0	500	500	0
180-2301-712 02-11	Maint of Other Equipment	318	0	390	3,710	3,320	11
180-2301-712 02-13	Maint of Motor Vehicles	21,384	10,147	17,098	45,000	27,902	38
180-2301-712 02-14	Maint of Buildings	2,861	0	986	6,800	5,814	15
180-2301-712 02-15	Maint of Radio Equipment	5,681	22	5,862	6,700	838	87



PREPARED 06/16/20, 09:03:13  
 PROGRAM 04601L  
 REPORT NAME BS FIRE

NEENAH MENASHA FIRE RESOLE  
 MONTH END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019	CURRENT	2020	2020	2020	BLD %
		Y-T-D ACTUAL	MONTH EXPEND	Y-T-D ACTUAL	ADJUSTED BUDGET	REMAINING BALANCE	
180-2301-712-02-16	Maint of Operating Equip	703	0	759	3,200	2,441	24
180-2301-712-02-18	Maint of Software	8,555	0	30,464	12,870	17,594	237
180-2301-712-02-21	Telephone	6,031	343	6,033	9,000	2,967	67
180-2301-712-02-22	Electricity	15,022	4,291	14,217	50,350	36,133	28
180-2301-712-02-23	Natural Gas	10,234	1,293	7,460	23,050	15,590	32
180-2301-712-02-24	Water & Sewer	3,959	693	2,591	12,770	10,179	20
180-2301-712-02-26	Stormwater	1,160	189	866	3,100	2,234	28
180-2301-712-02-27	Cellular Telephone	2,050	634	3,171	5,900	2,729	54
180-2301-712-02-32	Auditing Services	0	0	0	2,050	2,050	0
180-2301-712-02-36	Outside Services	4,658	1,139	4,701	13,020	8,319	36
180-2301-712-02-37	Pest Control	14	0	18	600	582	3
180-2301-712-02-38	Professional Services	6,820	144	22,558	35,000	12,442	64
180-2301-712-02-41	Tree Planting & Landscape	173	80	80	700	620	11
180-2301-712-02-42	Permits	0	0	0	0	0	0
180-2301-712-02-46	Liability Insurance	34,104	0	34,266	35,000	734	98
180-2301-712-02-47	Aut of Physical Damage Ins	18,419	0	16,360	15,000	1,360	109
180-2301-712-02-50	Maint of Training Tower	27	220	0	1,650	1,650	0
180-2301-712-02-52	Rental of Equipment	101	52	375	390	15	96

180-2301-712 02-54 Printer / Copies	794	0	705	3,240	2,535	22
180-2301-712 02-55 Neenah City I/S Services	60,079	11,432	59,578	151,700	92,122	39
180-2301-712 02-56 Neenah City Finance Ser.	10,167	2,092	10,458	25,100	14,642	42
180-2301-712 02-57 Neenah City HR Services	21,458	4,717	23,583	56,600	33,017	42
180-2301-712 02-62 Public Relations/ Services	463	0	2,400	8,000	5,600	30

PREPARED 06/16/20, 09:03:13  
 PROGRAM 04601L  
 REPORT NAME BS-FIRE

NEENAH MENA SHA FIRE RESCUE  
 MONTH END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
180-2301-712-02-93	Maint of Motor Veh/Fest	0	0	0	100	100	0
180-2301-712-02-94	Oil and Fluids/Fest	0	0	0	100	100	0
180-2301-712-02-96	Maint of Equipment/Fest	0	0	0	100	100	0
180-2301-712-03-01	Office Supplies	646	288	611	2,120	1,509	29
180-2301-712-03-06	Cleaning/Janitor Supplies	4,816	1,583	5,023	15,000	9,977	33
180-2301-712-03-08	Books and Periodicals	0	0	1,361	500	861-	272
180-2301-712-03-10	Gasoline & Oil	13,081	988	7,795	30,870	23,075	25
180-2301-712-03-19	Safety Supplies	784	3,132	5,520	6,700	1,180	82
180-2301-712-03-20	Small Tools	453	0	27	1,060	1,033	3
180-2301-712-03-25	Consumable supplies	2,736	430	591	3,000	2,409	20
180-2301-712-03-26	Photography Supplies	36	0	74	500	426	15
180-2301-712-03-33	All Other Supplies	1,010	325	924	3,710	2,786	25
180-2301-712-03-44	Small Equipment	5,536	0	3,416	8,800	5,384	39
180-2301-712-03-47	Small Computer Hardware	166	218	345	620	275	56
180-2301-712-03-48	Protective Equipment	3,255	778	5,169	55,000	49,831	9
180-2301-712-03-50	Training Supplies	68	554	390	3,600	3,990	11
180-2301-712-08-00	Mayor's Executive Adj	0	0	0	0	0	0
180-2301-712-81-08	Office Furniture & Equip	616	0	20	2,500	2,480	1
180-2301-712-81-13	Communication Equipment	1,280	0	960	3,900	2,940	25

180-2301-712 81-14 Computer Software Outlay	2,280	0	0	1,000	1,000	0
180-2301-712 81-15 Computer Hardware Outlay	1,528	0	0	9,520	9,520	0
180-2301-712 81-33 All Other Equipment	2,007	0	1,129	20,000	18,871	6
180-2301-712 81-49 Household Purchases	3,193	106	1,550	9,000	7,450	17

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PREPARED 06/16/20, 09:03:13  
 PROGRAM/GRANT  
 REPORT NAME BS FIRE

NEENAH MENASHA FIRE RESCUE  
 MONTH-END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BLD % USED
* Fire		3,362,035	634,155	3,422,764	8,606,640	5,183,876	40

PREPARED 06/16/20, 09:03:13  
 PROGRAM 04601L  
 REPORT NAME ES-FIRE

NEENAH MENASHA FIRE RESCUE  
 MONTH-END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
Reg Spec Oper Resp Team							
180-2314-712-01-04	Overtime Wages	3,588	0	0	18,000	18,000	0
180-2314-712-01-05	Reimbursement / Overtime	0	0	0	4,000-	4,000-	0
180-2314-712-01-11	Fringes	794	0	0	4,120	4,120	0
180-2314-712-02-16	Maint of Operating Equip	340	0	0	900	900	0
180-2314-712-03-20	Small Tools	0	0	0	500	500	0
180-2314-712-03-48	Protective Equipment	0	0	0	6,990	6,990	0
180-2314-712-03-50	Training Supplies	0	0	0	500	500	0
180-2314-712-81-33	All Other Equipment	72	0	0	1,400	1,400	0
* Reg Spec Oper Resp Team		4,795	0	0	28,410	28,410	0

PREPARED 06/16/20, 09:03:13  
 PROGRAM/GA601L  
 REPORT NAME BS FIRE

NEENAH MENASHA FIRE RESCUE  
 MONTH END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
Joint Fire Commission							
180-2320-712-02-03	Post age	0	0	0	500	500	0
180-2320-712-02-06	Advertising & Publication	0	0	0	1,000	1,000	0
180-2320-712-02-36	Outside Services	0	0	663	2,500	1,837	27
180-2320-712-02-61	Misc Expenditures	0	0	0	500	500	0
* Joint Fire Commission		0	0	663	4,500	3,837	15

PREPARED 06/16/20, 09:03:13  
 PROGRAM/GA601L  
 REPORT NAME BS FIRE

NEENAH MENASHA FIRE RESOLE  
 MONTH END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
	Special Reserves & Escrow	0	0	0	0	0	0
180-2326-712-01-01	Salaries	0	0	0	50,000	50,000	0
180-2326-712-01-10	Health Insurance	0	0	0	0	0	0
180-2326-712-01-11	Fringes	0	0	0	0	0	0
-----		0	0	0	50,000	50,000	0
* Special Reserves & Escrow		3,366,830	634,155	3,423,427	8,689,550	5,266,123	39
** Fire Department							



PREPARED 06/16/20, 09:03:13  
 PROGRAM/QUARTER  
 REPORT NAME ES-FIRE

NEENAH MENASHA FIRE RESCUE  
 MONTH-END DEPARTMENT BUDGET REPORT  
 5/31/20 42% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2019 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2020 Y-T-D ACTUAL	2020 ADJUSTED BUDGET	2020 REMAINING BALANCE	BUD % USED
	Other						
	Veter Rescue Services						
180-2479-712-01-04	Overtime Wages	0	0	0	0	0	0
180-2479-712-01-05	Reimbursement / Overtime	0	0	0	0	0	0
180-2479-712-01-11	Fringes	34	0	0	0	0	0
180-2479-712-01-15	Schools/Seminars/Training	0	0	0	0	0	0
180-2479-712-01-18	Licenses Renewal	0	0	0	0	0	0
180-2479-712-02-07	Dues & Memberships	0	0	0	0	0	0
180-2479-712-02-09	Maintenance of PPE/SCBA	0	0	0	0	0	0
180-2479-712-02-15	Maint of Radio Equipment	0	0	0	0	0	0
180-2479-712-02-16	Maint of Operating Equip	0	0	0	0	0	0
180-2479-712-02-61	Misc Expenditures	0	0	0	0	0	0
180-2479-712-03-33	AI Other Supplies	0	0	0	0	0	0
180-2479-712-03-44	Small Equipment	0	0	0	0	0	0
180-2479-712-03-48	Protective Equipment	0	0	0	0	0	0
180-2479-712-81-13	Communication Equipment	0	0	0	0	0	0
180-2479-712-81-33	AI Other Equipment	0	0	0	0	0	0

\* Veter Rescue Services 34 0 0 0 0  
 \*\* Other 34 0 0 0 0  
 \*\*\* Neenah Menasha Fire 3,366,796 634,155 3,423,427 8,689,550 5,266,123 39



## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee

**FROM:** Chief Kevin Kloehn

**DATE:** June 16, 2020

**RE:** Memorandum of Understanding with State of Wisconsin DNR

I've attached an MOU forest fire suppression with the DNR. The Cities of Neenah and Menasha have wildland properties within their areas of justification. These include Heckrodt Nature Preserve, Bill Mahler Park and the Carpenter Preserve. This MOU gives us the ability to bill for engines and UTV's that are used to suppress a fire within these areas. In addition, we will be able to call for more mutual aid to help with extinguishment and will be eligible to apply for DNR grants for replacement of equipment.

This agreement has not been updated within the last 8 years and the State is now requesting everyone to re-sign a new agreement. I am asking for consideration and action to recommend the City of Neenah and City of Menasha Common Councils approve the Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the State of Wisconsin DNR.

If you have any questions, please feel free to call me at 886-6203. Thank you for your consideration.

Enclosure

KK/te



June 11, 2020

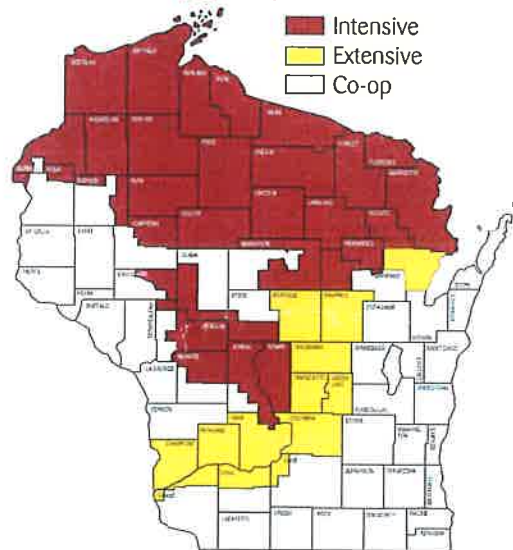
Dear Chief,

This letter is in reference to the forest fire suppression agreements in place between the Department of Natural Resources (DNR) and Fire Departments (FDs) across Wisconsin. The DNR would like to update all of these agreements at this time. The reason for this action is threefold:

- The state legislature approved increased reimbursement rates for FD suppression efforts on forest fires. Updating the agreements applies these rates equally for all FDs.
- The Department has authorized compensation of FD resources for assisting with prescribed burns on DNR lands with permission of the DNR Burn Boss and Fire Chief.
- The forest fire suppression agreements in place were 8 years old. Updating all of the agreements at one time sets a standard timetable for updates in the future.

Enclosed is the new agreement; **Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services**. This agreement will apply to all FD forest fire suppression efforts in DNR fire protection areas, extensive or intensive (see map). This agreement applies also to FD forest fire suppression efforts only on DNR owned lands in the Cooperative fire protection areas (see map).

### Forest Fire Protection



There are three questions that each FD must answer on the new agreement. The questions pertain to billing the DNR for fire suppression services on initial/extended attack fires; and assistance with prescribed burning on DNR lands. Initial attack fires are defined as the first hour of forest fire suppression. Extended attack fires are defined as those fires that additional resources are necessary to control the forest fire and is generally when suppression efforts exceed one hour.

To bill or not to bill, that is the question. Choosing not to bill the DNR for initial attack has several advantages:

- An extra 10 points scoring on the Forest Fire Protection Grant. These extra points are used in the funding category where the grant funds run out, usually in the communications category. That is, the higher scoring grant applications get all of their communications requests funded first before lower scoring applications.
- The DNR does not pass on a FD suppression bill to the citizen involved with the fire. Fire Departments will still have the ability to pass on suppression costs through the billing system they may have in place.
- There is less paperwork involved with a fire call.

The old fire suppression agreements between DNR and FDs will remain in effect until a new agreement is signed. The new agreements will be in effect as soon as signatures are obtained. Fire departments will be eligible for the new reimbursements rates after the new agreement is in effect. Recall that a signed fire suppression agreement is a requirement of eligibility for the Forest Fire Protection Grant program.

Please review the new agreement and obtain the authorized signatures as soon as possible. Thank you for your time and effort in partnering with the DNR-Division of Forestry in the important endeavor of protecting Wisconsin's citizens, property, and resources from the ravages of forest fires.

For additional information or questions, please feel free to contact me at (715) 258-4780 or [timothy.banaszak@wisconsin.gov](mailto:timothy.banaszak@wisconsin.gov).

Please return a signed copy of the agreement to me by July 27, 2020:

Tim Banaszak  
Waupaca Forestry Office  
N2480 Hartman Creek Road  
Waupaca, WI. 54981  
Or  
[timothy.banaszak@wisconsin.gov](mailto:timothy.banaszak@wisconsin.gov)

Sincerely,

Tim Banaszak  
Forestry Technician

**Notice:** Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name			Check one <input type="checkbox"/> In DNR Fire Protection Area <input type="checkbox"/> In Cooperative Area
Address			Phone Number (include area code)
City	State	ZIP Code	Tax ID #

**Agreement**

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

**1. DEFINITIONS**

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
  - i. Burning activity that does not spread from predetermined limits.
  - ii. Fires that cannot be located.
  - iii. False alarms.
  - iv. Structural fires.
  - v. Vehicular or equipment fires.
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
- i. "Reportable Fires" are all other fires not listed in section. 1. g.

**Fire Department / DNR Memorandum  
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- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. Vehicles cannot meet the federal motor vehicle safety standards.

**2. RESPECTIVE RESPONSIBILITIES**

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

**3. REPORTING FIRES**

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

**4. COMMAND AT FIRES**

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

**5. OUTSIDE ASSISTANCE**

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

**6. EQUIPMENT AND PERSONNEL REQUIREMENTS**

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

**7. FIRE SUPPRESSION SERVICES AND COMPENSATION**

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

**8. COMPENSATION**

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR.

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

- Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

- Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

- Option 1.** No payment for proving prescribed burn assistance on prescribed burns on DNR managed lands.
- Option 2.** Receive payment for proving prescribed burn assistance on prescribed burns on DNR managed lands.

**9. BILLING PROCEDURE**

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.
  - i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
    - Burning activity covered by a legal burning permit.
    - Burning activity not covered by a legal burning permit but has not escaped control.
    - Cannot be located.
    - False alarms.
    - Structural fires.
    - Vehicle fires.
    - Cooking or warming fires.
  - ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

#### 10. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
  - 1 4x4 brush rig (ICS Type 5-7 Engine);
  - 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
  - 6 forest fire trained firefighters
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

#### 11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

#### 12. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
  - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour.**
  - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour.**
  - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$12.25/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

#### 13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims



Board and approved in accordance with statutes.

**14. COORDINATION**

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

**15. TERMINATION**

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

**16. NONDISCRIMINATION**

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**17. ASSIGNMENT**

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

**18. PARTIES**

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

**19. AMENDMENT**

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

**20. AUTHORIZATION**

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL  
RESOURCES For the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department	Date Signed
Signature of Other Authorized Representative		Date Signed

