



Neenah-Menasha Fire Rescue

AGENDA

**Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee
July 23, 2019
Hauser Room – City of Neenah
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. Public Forum
- III. Approval of Minutes:
 - a. May 28, 2019 (attached)
- IV. Activity & Automatic/Mutual Aid Reports (attached)
 - a. June 2019
 - b. 2nd Quarter 2019
- V. 2nd Quarter Budget Summary (attached)
- VI. Consideration and action of City of Neenah Ordinance 2019-5 Amending portions of Chapter 7, Article II, Fire Prevention Codes (attached)
- VII. Consideration and action of City of Menasha Ordinance O-xx-19 Amend Title 5, Chapter 2, SEC 5-2(b) of the Code of Ordinance of the City of Menasha (attached)
- VIII. Consideration and action of City of Menasha Ordinance O-xx-19 Amend Title 5, Chapter 3 of the Code of Ordinances of the City of Menasha (attached)
- IX. Automatic Aid Update with Appleton Fire Department
- X. Automatic Aid between NMFR and Village of Fox Crossing Fire Department
 - a. Consideration and action of the Memorandum of Understanding between Neenah-Menasha Fire Rescue and the Village of Fox Crossing (attached)
 - b. Consideration and action of the Agreement for Automatic Assistance between Neenah-Menasha Fire Rescue and Village of Fox Crossing (attached)
- XI. Cost Distribution Budget Formula Review
 - a. Consideration and action of the proposed 2020 Budget formula (attached)
 - b. Discussion of future year formulas

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not be discriminated 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 or the **City's ADA Coordinator at (920) 886-6106** or e-mail 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
May 28, 2019 – 5:30 p.m.
Hauser Room – City of Neenah

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

Excused: Ald. Kunz

Also Present: DC Voss, Director Easker, Director Jacobs and MA Ellis

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

Election of Chair: **MSC Ropella/Grade elect Ald. Sevenich as Chair of the Joint Finance & Personnel Committee, all voting aye.**

Election of Vice-Chair: **MSC Sevenich/Grade elect Ald. Stevenson as Vice-Chair of the Joint Finance & Personnel Committee, all voting aye.**

Public Forum: No members of the public were present.

Minutes: The Committee reviewed the March 26, 2019 meeting minutes. **MSC Stevenson/Grade to approve the March 26, 2019 meeting minutes and place on file, all voting aye.**

5:35 p.m. Director Jacobs entered the meeting.

Activity & Automatic Aid/Mutual Reports: The Committee reviewed the April 2019 activity and automatic/mutual aid reports. **MSC Stevenson/Boyette to approve the April 2019 activity and automatic/mutual aid reports and place on file, all voting aye.**


1st Quarter Budget Report: The Committee reviewed the 1st quarter budget report. **MSC Stevenson/Grade to approve the 1st quarter budget report and place on file, all voting aye.**

Automatic Aid Update: DC Voss said the two counties have to work out the two different CAD Systems to communicate with each other. The new vendor with Outagamie County is the one who is trying to figure out why their system is not communicating with Winnebago County's system. Winnebago County has been trying to work on it from their end but they have not can't force Outagamie's County's vendor to work faster. Ald. Stevenson asked about the operational ramifications by not having automatic aid. DC Voss explained instead of us being dispatched by closest unit to the address the engine from the district of where the incident is located is dispatched which means a longer response time. Ald. Ropella asked if there were any incidents impacted by this. DC Voss said there is nothing that he can identify at this time and it comes down to longer response times for calls in specific areas. The Committee directed Chief Kloehn DC Voss to have Chief Kloehn to send this out a letter to both County Executive Boards, all three Mayors and the Appleton Alderman that this affects with a copy this committee of requesting this issue be made a priority.

Budget Formula Review Update: Director Jacobs said he has reached out to the Manager of Bayside (one of the seven communities that is part of the Northshore Fire Department agreement) for information in writing so he and Director Easker can review this. He has not received this information. He found on their website information that the agreement has been around since the 1990's and they are on their 8th amendment of the formula change for budget years 2016-2020. The Weston area is covered by Wausau Fire Department and reviews this on a more regular basis. This partnership was based upon who wanted to participate and at what level of participation. He said the goal of the formula is to have the factors not change but numbers may fluctuate at times. Ald. Sevenich said formulas can change if the communities change. He has noticed a change in Menasha and wants to make sure this is fair and equitable for both Cities, especially the City of Menasha. He doesn't want Neenah to be a mecca area and have Menasha pay for it. Director Jacobs said if any changes are suggested it has to go through this committee and both Councils for review. Ald Stevenson noted the merger agreement states changes to the formula have to be completed on, or before, September 1st. Which means it would need to go to Joint Finance & Personnel's July meeting so it can be forwarded to both Councils for review in August. Ald. Sevenich requested monthly updated on this item.

MSC Stevenson/Boyette to adjourn at 6:00 p.m., all voting aye.

Respectfully Submitted,



Tara Ellis

Management Assistant

Neenah Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {06/01/2019} and {06/30/2019}

Incident Type	06/01/2019	06/01/2018	06/01/2017	06/01/2016
	to	to	to	to
	06/30/2019	06/30/2018	06/30/2017	06/30/2016
111 Building fire	1	4	4	2
112 Fires in structure other than in a building	0	1	0	0
113 Cooking fire, confined to container	1	1	1	2
118 Trash or rubbish fire, contained	0	0	2	0
1181Materials on stove top	1	1	1	0
131 Passenger vehicle fire	0	0	2	0
140 Natural vegetation fire, Other	0	0	1	0
143 Grass fire	0	2	0	0
151 Outside rubbish, trash or waste fire	0	0	1	0
154 Dumpster or other outside trash receptacle fire	0	0	2	0
160 Special outside fire, Other	1	0	0	0
300 Rescue, EMS incident, other	3	1	2	1
311 Medical assist, assist EMS crew	128	136	144	134
311AMedical assist, assist EMS crew, Advanced Skills	15	22	1	12
320 Emergency medical service, other	1	1	0	0
322 Motor vehicle accident with injuries	2	2	2	0
323 Motor vehicle/pedestrian accident (MV Ped)	0	1	0	2
324 Motor Vehicle Accident with no injuries	0	1	0	1
331 Lock-in (if lock out , use 511)	1	1	1	0
340 Search for lost person, other	2	0	0	0
352 Extrication of victim(s) from vehicle	0	0	0	1
353 Removal of victim(s) from stalled elevator	0	0	1	1
360AWater & ice-related rescue, no rescue	0	0	1	2
361 Swimming/recreational water areas rescue	0	2	0	0
363 Swift water rescue	0	1	1	0
365 Watercraft rescue	0	1	0	1
410 Combustible/flammable gas/liquid condition,	0	1	0	0
411 Gasoline or other flammable liquid spill	2	2	1	1
412 Gas leak (natural gas or LPG)	0	5	4	1
413 Oil or other combustible liquid spill	1	3	2	1
424 Carbon monoxide incident	1	0	2	1
440 Electrical wiring/equipment problem, Other	1	1	0	0
444 Power line down	8	0	5	7
445 Arcing, shorted electrical equipment	3	1	1	0
463 Vehicle accident, general cleanup	2	1	1	2
500 Service Call, other	2	0	1	2
510 Person in distress, Other	1	1	1	0
511 Lock-out	5	4	3	4
522 Water or steam leak	1	0	0	0
531 Smoke or odor removal	2	1	1	0
5311Smoke or odor investigation	4	7	4	3

Neenah Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {06/01/2019} and {06/30/2019}

Incident Type	06/01/2019	06/01/2018	06/01/2017	06/01/2016
	to 06/30/2019	to 06/30/2018	to 06/30/2017	to 06/30/2016
541 Animal problem	1	0	0	0
542 Animal rescue	0	3	3	1
550 Public service assistance, Other	1	0	0	0
551 Assist police or other governmental agency	2	6	2	4
561 Unauthorized burning	0	1	2	0
571 Cover assignment, standby, moveup	0	0	0	1
600 Good intent call, Other	0	0	1	1
611 Dispatched & cancelled en route	2	2	4	8
621 Wrong location	0	1	0	0
622 No Incident found on arrival at dispatch address	2	1	2	2
651 Smoke scare, odor of smoke	0	1	0	0
653 Smoke from barbecue, tar kettle	1	0	0	0
700 False alarm or false call, Other	2	0	2	4
714 Central station, malicious false alarm	0	0	0	1
715 Local alarm system, malicious false alarm	1	0	0	0
730 System malfunction, Other	0	0	1	0
730M System Malfunction Due to Mechanical Damage	1	0	0	0
732 Extinguishing system activation due to	0	0	0	1
733 Smoke detector activation due to malfunction	2	3	3	2
734 Heat detector activation due to malfunction	0	1	0	0
735 Alarm system sounded due to malfunction	2	3	7	1
736 CO detector activation due to malfunction	1	2	0	1
740 Unintentional transmission of alarm, Other	0	1	0	1
740A System damage due to tow motor	1	1	1	0
741 Sprinkler activation, no fire - unintentional	0	0	0	2
742 Extinguishing system activation	0	1	0	0
743 Smoke detector activation, no fire -	2	1	4	1
744 Detector activation, no fire - unintentional	3	3	5	6
745 Alarm system activation, no fire - unintentional	3	4	9	10
746 Carbon monoxide detector activation, no CO	2	3	3	3
800 Severe weather or natural disaster, Other	2	0	0	0
814 Lightning strike (no fire)	1	0	0	0
900 Special type of incident, Other	0	0	0	1
911 Citizen complaint	1	0	1	0
911A Citizen complaint unauthorized burning.	3	1	1	2
911B Citizen complaint unauthorized burning no permit	2	2	2	0
911C Authorized Recreational Burning	0	1	0	3
Totals	227	247	246	237

Neenah Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {06/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 06/30/2019	to 06/30/2018	to 06/30/2017	to 06/30/2016
111 Building fire	18	19	14	13
112 Fires in structure other than in a building	0	2	0	0
113 Cooking fire, confined to container	3	11	7	5
114 Chimney or flue fire, confined to chimney or	1	1	2	0
115 Incinerator overload or malfunction, fire	0	1	0	0
117 Commercial Compactor fire, confined to rubbish	0	0	0	1
118 Trash or rubbish fire, contained	0	1	2	1
1181Materials on stove top	3	2	1	0
130 Mobile property (vehicle) fire, Other	1	0	1	1
131 Passenger vehicle fire	5	2	4	5
132 Road freight or transport vehicle fire	1	0	0	0
138 Off-road vehicle or heavy equipment fire	0	1	0	1
140 Natural vegetation fire, Other	0	0	2	1
143 Grass fire	0	2	0	0
151 Outside rubbish, trash or waste fire	1	0	2	1
154 Dumpster or other outside trash receptacle fire	0	0	6	1
160 Special outside fire, Other	1	2	0	0
162 Outside equipment fire	0	0	0	2
200 Overpressure rupture, explosion, overheat other	0	1	0	0
221 Overpressure rupture of air or gas pipe/pipeline	0	0	1	2
251 Excessive heat, scorch burns with no ignition	1	0	0	1
300 Rescue, EMS incident, other	5	5	7	5
311 Medical assist, assist EMS crew	824	862	893	750
311AMedical assist, assist EMS crew, Advanced Skills	105	78	46	50
320 Emergency medical service, other	6	5	2	3
321 EMS call, excluding vehicle accident with injury	1	0	0	1
322 Motor vehicle accident with injuries	9	10	8	5
323 Motor vehicle/pedestrian accident (MV Ped)	1	2	1	3
324 Motor Vehicle Accident with no injuries	4	4	1	2
-331 Lock-in (if lock out , use 511)	5	3	6	2
340 Search for lost person, other	2	0	0	0
342 Search for person in water	1	0	0	1
351 Extrication of victim(s) from building/structure	1	0	1	0
352 Extrication of victim(s) from vehicle	3	1	1	1
353 Removal of victim(s) from stalled elevator	0	0	2	3
360 Water & ice-related rescue, other	0	1	0	0
360AWater & ice-related rescue, no rescue	2	8	6	4
361 Swimming/recreational water areas rescue	0	2	0	0
362 Ice rescue	2	2	3	2
363 Swift water rescue	0	1	1	1
365 Watercraft rescue	0	2	2	2

Neenah Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {06/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 06/30/2019	to 06/30/2018	to 06/30/2017	to 06/30/2016
381 Rescue or EMS standby	1	0	0	0
410 Combustible/flammable gas/liquid condition,	0	2	0	0
411 Gasoline or other flammable liquid spill	5	4	2	5
412 Gas leak (natural gas or LPG)	5	13	11	4
413 Oil or other combustible liquid spill	5	4	3	5
422 Chemical spill or leak	0	1	2	2
423 Refrigeration leak	0	0	2	0
424 Carbon monoxide incident	17	9	14	9
440 Electrical wiring/equipment problem, Other	2	3	2	2
441 Heat from short circuit (wiring), defective/worn	2	1	0	0
442 Overheated motor	1	0	0	1
444 Power line down	13	5	8	10
445 Arcing, shorted electrical equipment	7	3	6	2
460 Accident, potential accident, Other	0	0	0	1
463 Vehicle accident, general cleanup	6	7	5	11
500 Service Call, other	3	4	3	2
510 Person in distress, Other	3	1	1	3
511 Lock-out	19	18	18	18
512 Ring or jewelry removal	1	0	0	0
520 Water problem, Other	2	1	3	2
522 Water or steam leak	5	1	0	3
531 Smoke or odor removal	4	1	3	4
5311Smoke or odor investigation	53	51	37	45
540 Animal problem, Other	0	1	0	0
541 Animal problem	1	0	0	0
542 Animal rescue	1	6	6	8
550 Public service assistance, Other	2	1	0	0
551 Assist police or other governmental agency	4	11	11	10
552 Police matter	0	0	0	1
553 Public service	1	1	1	1
554 Assist invalid	0	0	2	0
555 Defective elevator, no occupants	0	1	0	0
561 Unauthorized burning	8	4	8	3
571 Cover assignment, standby, moveup	1	2	1	1
600 Good intent call, Other	5	5	2	5
611 Dispatched & cancelled en route	11	15	17	19
621 Wrong location	0	1	0	0
622 No Incident found on arrival at dispatch address	9	4	7	8
650 Steam, Other gas mistaken for smoke, Other	0	2	0	0
651 Smoke scare, odor of smoke	3	1	5	0
652 Steam, vapor, fog or dust thought to be smoke	1	2	2	3

Neenah Menasha Fire Rescue

Incident Type Period Comparisons

Alarm Date Between {01/01/2019} and {06/30/2019}

Incident Type	01/01/2019	01/01/2018	01/01/2017	01/01/2016
	to 06/30/2019	to 06/30/2018	to 06/30/2017	to 06/30/2016
653 Smoke from barbecue, tar kettle	1	0	0	1
671 HazMat release investigation w/no HazMat	1	0	0	0
700 False alarm or false call, Other	11	14	12	16
710 Malicious, mischievous false call, Other	2	1	0	1
711 Municipal alarm system, malicious false alarm	1	0	0	0
712 Direct tie to FD, malicious false alarm	0	0	1	0
714 Central station, malicious false alarm	2	0	1	2
715 Local alarm system, malicious false alarm	1	2	0	1
730 System malfunction, Other	0	2	1	3
730MSystem Malfunction Due to Mechanical Damage	2	2	0	1
731 Sprinkler activation due to malfunction	6	2	2	1
732 Extinguishing system activation due to	0	1	0	1
733 Smoke detector activation due to malfunction	16	8	5	9
734 Heat detector activation due to malfunction	2	2	2	0
735 Alarm system sounded due to malfunction	11	16	17	18
736 CO detector activation due to malfunction	5	2	5	4
740 Unintentional transmission of alarm, Other	3	3	7	5
740ASystem damage due to tow motor	7	2	3	5
741 Sprinkler activation, no fire - unintentional	6	5	7	5
742 Extinguishing system activation	0	2	0	0
743 Smoke detector activation, no fire -	18	8	17	16
744 Detector activation, no fire - unintentional	13	13	12	12
745 Alarm system activation, no fire - unintentional	29	26	21	32
746 Carbon monoxide detector activation, no CO	37	20	20	19
800 Severe weather or natural disaster, Other	2	0	0	0
814 Lightning strike (no fire)	1	0	0	0
900 Special type of incident, Other	0	0	1	1
911 Citizen complaint	1	2	1	1
911ACitizen complaint unauthorized burning.	5	2	3	3
911BCitizen complaint unauthorized burning no permit	7	9	12	5
911CAuthorized Recreational Burning	0	1	0	4
Totals	1397	1362	1354	1224

Neenah Menasha Fire Rescue

Aid Responses by Department Report

Alarm Date Between {1/1/2019} And {6/30/2019}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
08100 Harrison Fire Rescue FDID 08100							
19-0000242	02/02/2019	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:05:49	#Appartus	0	0	0	0
Subtotal Responses: 1		Average Response Time for Dept:				00:05:49	
44020 City of Appleton FDID 44020							
19-0000265	02/05/2019	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	265	Response Time: 00:06:40	#Appartus	0	0	0	0
19-0000396	02/23/2019	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	396	Response Time: 00:06:09	#Appartus	0	0	0	0
19-0000398	02/23/2019	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	398	Response Time: 00:04:30	#Appartus	0	0	0	0
19-0000432	02/26/2019	1 Mutual aid received	#Personnel	0	0	0	0
		Response Time: 00:04:53	#Appartus	0	0	0	0
19-0000702	04/03/2019	1 Mutual aid received	#Personnel	3	0	0	0
Their Inci	999	Response Time: 00:04:08	#Appartus	1	0	0	0
Subtotal Responses: 5		Average Response Time for Dept:				00:05:16	
70020 Village of Fox Crossing FDID 70020							
19-0000089	01/13/2019	3 Mutual aid given	#Personnel	0	0	3	0
Their Inci	999	Response Time: 00:12:48	#Appartus	0	0	1	0
Subtotal Responses: 1		Average Response Time for Dept:				00:12:48	
70030 City of Oshkosh FDID 70030							
19-0000242	02/02/2019	2 Automatic aid received	#Personnel	0	0	0	0
		Response Time: 00:05:49	#Appartus	0	0	0	0
19-0000244	02/03/2019	4 Automatic aid given	#Personnel	0	0	3	0
		Response Time: 00:23:00	#Appartus	0	0	1	0
19-0000612	03/23/2019	1 Mutual aid received	#Personnel	0	0	0	0
		Response Time: 00:04:08	#Appartus	0	0	0	0
19-0000988	05/07/2019	3 Mutual aid given	#Personnel	4	0	0	0
Their Inci	00000000	Response Time: 00:17:39	#Appartus	1	0	0	0

Response time calculated from time notified to arrival.

Neenah Menasha Fire Rescue

Aid Responses by Department Report

Alarm Date Between {1/1/2019} And {6/30/2019}

Incident	Notified	Type of Aid	Fire	EMS	Resc	Other
70030 City of Oshkosh FDID 70030						
Subtotal Responses:		4	Average Response Time for Dept:			00:12:39
70110 Town of Neenah FDID 70110						
19-0000405	02/24/2019	3 Mutual aid given	#Personnel	0	0	0
Their Inci	405	Response Time: 00:13:07	#Appartus	0	0	0
19-0000702	04/03/2019	1 Mutual aid received	#Personnel	4	0	0
Their Inci	999	Response Time: 00:04:08	#Appartus	1	0	0
Subtotal Responses:		2	Average Response Time for Dept:			00:08:38

Response time calculated from time notified to arrival.



Memorandum

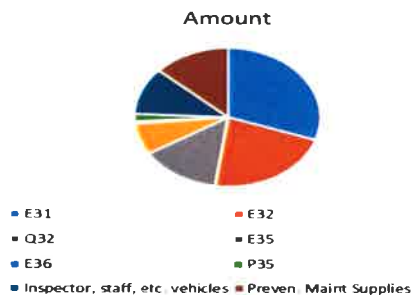
TO: NMFR Joint Finance & Personnel Committee Members

FROM: Chief Kevin Kloehn

DATE: July 15, 2019

RE: Maintenance of Motor Vehicle Budget

I wanted to give everyone an update on our Maintenance of Motor Vehicle Budget line item. As of the end of June we have used up our entire \$35,000 budgeted amount. Here is a break out of usage:



\$16,000 of this budget was performed by outside vendors and the remaining budget of \$19,000 of repairs was performed by our Shift Mechanic/Firefighters.

Here's an overview of budget request and approvals for the last few budget cycles:

Year	NMFR Request	Approved	Actual Usage
2019	\$40,000	\$35,000	
2018	\$35,000	\$32,500	\$43,325
2017	\$35,000	\$35,000	\$39,763
2016	\$40,000	\$40,000	\$37,773

At this time, it is my estimate that we will exceed this budget by \$5,000.

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

KK/te

PREPARED 07/15/19, 13:30:21
 PROGRAM 6601L
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE-RESCUE
 MONTH-END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BUD % USED
Fire Department							
Fire							
180-2301-712.01-01	Salaries	2,509,226	485,720	2,581,677	5,395,850	2,814,173	48
180-2301-712.01-04	Overtime Wages	32,001	24,822	64,000	130,000	66,000	49
180-2301-712.01-05	Reimbursement / Overtime	0	492	2,447	0	2,447	0
180-2301-712.01-06	FLSA Overtime Wages	22,825	2,787	29,416	47,000	17,584	63
180-2301-712.01-10	Health Insurance	416,601	73,868	441,295	826,120	384,825	53
180-2301-712.01-11	Fringes	631,652	121,300	623,692	1,304,010	680,318	48
180-2301-712.01-15	Schools/Seminars/Training	6,723	81	13,980	16,000	2,020	87
180-2301-712.01-16	Test/Certification for Eq	2,329	0	5,509	10,000	4,491	55
180-2301-712.01-17	Q of hng Allowance	32,380	58	31,757	32,000	243	99
180-2301-712.01-18	License Renewal	5,494	0	0	100	100	0
180-2301-712.01-23	Auto Allowance	0	0	0	0	0	0
180-2301-712.01-28	Empl Recognition Awards	200	0	300	600	300	50
180-2301-712.02-02	Outside Printing	58	0	0	880	880	0
180-2301-712.02-03	Postage	91	73	185	660	475	28
180-2301-712.02-04	Conferences & Meetings	71	0	327	2,000	1,673	16
180-2301-712.02-06	Advertising & Publication	175	0	0	200	200	0
180-2301-712.02-07	Dues & Memberships	705	0	650	1,030	380	63
180-2301-712.02-09	Maintenance of PPE/SCBA	2,261	164	1,349	3,170	1,821	43

180-2301-712.02-10	Maint of Computer Hardware	0	16	16	500	484	3
180-2301-712.02-11	Maint of Other Equipment	46	573	890	3,600	2,710	25
180-2301-712.02-12	Maint of Office Equipment	0	0	0	0	0	0
180-2301-712.02-13	Maint of Motor Vehicles	24,184	7,800	29,184	35,000	5,816	83
180-2301-712.02-14	Maint of Buildings	322	6-	2,855	6,000	3,145	48

PREPARED 07/15/19, 13:30:21
 PROGRAM 060101L
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE RESCUE
 MONTH-END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BUD % USED
180-2301-712.02-15	Maint of Radio Equipment	6,522	0	5,681	6,500	819	87
180-2301-712.02-16	Maint of Operating Equip	221	14	717	3,100	2,383	23
180-2301-712.02-18	Maint of Software	2,852	204	8,759	12,000	3,241	73
180-2301-712.02-21	Telephone	6,378	343	6,375	9,000	2,625	71
180-2301-712.02-22	Electricity	17,993	3,061	18,083	49,360	31,277	37
180-2301-712.02-23	Natural Gas	11,578	912	11,145	25,050	13,905	44
180-2301-712.02-24	Water & Sewer	3,913	133	4,092	12,160	8,068	34
180-2301-712.02-25	Commercial Dumpster	0	0	0	0	0	0
180-2301-712.02-26	Stormwater	1,224	66	1,226	3,100	1,874	40
180-2301-712.02-27	Cellular Telephone	1,892	465	2,515	4,560	2,045	55
180-2301-712.02-32	Auditing Services	0	0	0	1,860	1,860	0
180-2301-712.02-36	Outside Services	5,583	1,120	5,778	13,020	7,242	44
180-2301-712.02-37	Pest Control	435	0	14	600	586	2
180-2301-712.02-38	Professional Services	11,946	0	6,820	22,000	15,180	31
180-2301-712.02-41	Tree Planting & Landscape	257	0	173	1,200	1,027	14
180-2301-712.02-42	Permits	0	0	0	30	30	0
180-2301-712.02-46	Liability Insurance	32,611	0	34,104	35,000	896	97
180-2301-712.02-47	Aut of Physical Damage Ins	13,967	0	18,419	15,000	3,419	123

180-2301-712 02-50	Maint of Training Tower	175	0	27	1,600	1,573	2
180-2301-712 02-52	Rental of Equipment	128	27	128	320	192	40
180-2301-712 02-54	Printer / Copies	1,500	717	1,510	3,250	1,740	46
180-2301-712 02-55	Neenah Qty I/S Services	64,220	12,016	72,095	144,190	72,095	50
180-2301-712 02-56	Neenah Qty Finance Ser.	11,900	2,033	12,200	24,400	12,200	50

PREPARED 07/15/19, 13:30:21
 PROGRAM 0601L
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE-RESOLVE
 MONTH END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	ADJUSTED BUDGET	2019 REMAINING BALANCE	BLD % USED
180-2301-712-02-57	Neenah City HR Services	23,500	4,292	25,750	51,500	25,750	50
180-2301-712-02-62	Public Relations/ Services	1,959	0	463	7,500	7,037	6
180-2301-712-02-92	FVTC Reimbursements	0	0	0	0	0	0
180-2301-712-02-93	Maint of Mt or Veh/ Fleet	0	0	0	100	100	0
180-2301-712-02-94	Oil and Fluids/ Fleet	0	0	0	100	100	0
180-2301-712-02-96	Maint of Equipment/ Fleet	0	0	0	100	100	0
180-2301-712-03-01	Office Supplies	984	10	656	2,060	1,404	32
180-2301-712-03-06	Cleaning/ Janitor Supplies	6,408	562	5,377	14,000	8,623	38
180-2301-712-03-08	Books and Periodicals	10	0	0	500	500	0
180-2301-712-03-10	Gasoline & Oil	10,608	1,853	14,934	27,000	12,066	55
180-2301-712-03-19	Safety Supplies	2,150	0	784	6,500	5,716	12
180-2301-712-03-20	Small Tools	125	0	453	1,030	577	44
180-2301-712-03-25	Consumable supplies	303	168	2,568	2,060	508	125
180-2301-712-03-26	Photography Supplies	186	0	36	500	464	7
180-2301-712-03-33	All Other Supplies	831	7	1,017	3,600	2,583	28
180-2301-712-03-43	Small Program Packages	0	0	0	0	0	0
180-2301-712-03-44	Small Equipment	1,396	0	5,536	7,800	2,264	71
180-2301-712-03-47	Small Computer Hardware	262	0	166	620	454	27
180-2301-712-03-48	Protective Equipment	4,802	936	4,191	45,000	40,809	9

180-2301-712 03-50 Training Supplies	656	0	68	2,500	2,432	3
180-2301-712 08-00 Mayor's Executive Adj	0	0	0	0	0	0
180-2301-712 81-08 Office Furniture & Equip	602	0	616	2,500	1,884	25
180-2301-712 81-13 Communication Equipment	1,600	320	1,600	3,000	1,400	53
180-2301-712 81-14 Computer Software Outlay	112	0	2,280	1,000	1,280	228

PREPARED 07/15/19, 13:30:21
 PROGRAM 0601L
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE-RESCUE
 MONTH END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BUD % USED
180-2301-712.81-15	Computer Hardware Outlay	1,535	0	1,528	9,520	7,992	16
180-2301-712.81-33	All Other Equipment	1,939	0	2,007	20,600	18,593	10
180-2301-712.81-49	Household Purchases	7,536	3	3,196	9,000	5,804	36
* Fire		3,950,141	745,690	4,107,725	8,420,110	4,312,385	49

PREPARED 07/15/19, 13:30:21
 PROGRAM 06071L
 REPORT NAME BS-FIRE

NEENAH MEYASHA FIRE-RESCUE
 MONTH END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BLD % USED
180-2314-712-01-04	Reg Spec Oper Resp Team Overtime Wages	7,291	0	3,588	22,000	18,412	16
180-2314-712-01-05	Reimbursement / Overtime	7,133	0	0	21,060	21,060	0
180-2314-712-01-11	Fringes	1,687	0	794	4,870	4,076	16
180-2314-712-02-16	Maint of Operating Equip	0	0	340	900	560	38
180-2314-712-03-20	Small Tools	49	16	16	500	484	3
180-2314-712-03-48	Protective Equipment	964	0	0	5,000	5,000	0
180-2314-712-03-50	Training Supplies	0	0	0	500	500	0
180-2314-712-81-33	All Other Equipment	0	0	72	500	428	14
* Reg Spec Oper Resp Team		2,859	16	4,811	13,210	8,399	36

PREPARED 07/15/19, 13:30:21
 PROGRAM 0601L
 REPORT NAME BS-FIRE

NEENAH MENASHA FIRE RESCUE
 MONTH END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BLD % USED
180-2320-712-02-03	Joint Fire Commission Postage	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	1,782	0	0	2,500	2,500	0
180-2320-712-02-61	Misc Expenditures	87	0	0	500	500	0
* Joint Fire Commission		1,869	0	0	4,500	4,500	0

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BLD % USED
180-2326-712.01-01	Special Reserves & Escrow Salaries	0	0	0	0	0	0
180-2326-712.01-10	Health Insurance	0	0	0	50,000	50,000	0
180-2326-712.01-11	Fringes	0	0	0	0	0	0
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*	Special Reserves & Escrow	0	0	0	50,000	50,000	0
**	Fire Department	3,954,868	745,706	4,112,536	8,487,820	4,375,284	48

PREPARED 07/15/19, 13:30:21
 PROGRAM 0601L
 REPORT NAME BS FIRE

NEENAH MANASHA FIRE-RESOLVE
 MONTH END DEPARTMENT BUDGET REPORT
 6/30/19 50% OF YEAR ELAPSED

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2018 Y-T-D ACTUAL	CURRENT MONTH EXPEND	2019 Y-T-D ACTUAL	2019 ADJUSTED BUDGET	2019 REMAINING BALANCE	BLD % USED
Other							
Water Rescue Services							
180-2479-712.01-04	Overtime Wages	198	0	0	0	0	0
180-2479-712.01-05	Reimbursement / Overtime	0	0	0	0	0	0
180-2479-712.01-11	Fringes	46	0	34	0	34	0
180-2479-712.01-15	School s/ Seminars/ Training	103	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	18	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	41	0	0	0	0	0
180-2479-712.02-61	Misc Expenditures	0	0	0	0	0	0
180-2479-712.03-33	All Other Supplies	0	0	0	0	0	0
180-2479-712.03-44	Small Equipment	172	0	0	0	0	0
180-2479-712.03-48	Protective Equipment	73	0	0	0	0	0
180-2479-712.81-13	Communication Equipment	0	0	0	0	0	0
180-2479-712.81-33	All Other Equipment	175	0	0	0	0	0

* Water Rescue Services 826 0 34 0 34 0
 ** Other 826 0 34 0 34 0
 *** Neenah Manasha Fire 3,955,695 745,706 4,112,502 8,487,820 4,375,318 48



Memorandum

TO: NMFR Joint Finance and Personnel Committee

FROM: Vernon A. Green, NMFR Assistant Chief / Fire Marshal

DATE: July 17, 2019

RE: Municipal Code Updates

I respectfully request your support with the update of the Neenah and Menasha municipal codes as proposed.

I have made changes to the municipal codes that will allow for adoption of the most appropriate codes and standards as adopted and/or referenced by the State of Wisconsin. These changes allow for more consistency and less confusion with the understanding and enforcement of codes at the local level. I have removed redundancies and verbiage that are not necessary in the local municipal code to convey and enforce codes and standards.

Changes have also been proposed throughout the documents that more appropriately designate individual rights and responsibilities based on rank and position within the department structure. These changes allow for the proper handling of incidents, inspections, investigations, and other actions, as necessary to insure appropriate documentation of each situation, and also provide for the highest level of safety and security for everyone involved.

My proposed changes have been reviewed by the appropriate City Attorneys and have been approved to be presented to the NMFR Joint Finance and Personnel committee for review and consideration. I very respectfully request a motion to move these through to the appropriate city councils for final approval in accordance with the provided language from Neenah City Attorney Jim Godlewski and Menasha City Attorney Pam Captain.

Respectfully,

Vernon A. Green
Assistant Chief / Fire Marshal



AN ORDINANCE: By Joint Fire Finance & Personnel Committee
Re: Amending portions of Chapter 7, Article II, Fire Prevention Code

ORDINANCE NO. 2019-5

Introduced: _____

Committee/Commission Action: _____

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. Section 7-20 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

Sec. 7-20. - Other standards adopted.

- (a) Wis. Stat. §35.93 and The the State eWisconsin Administrative Codes listed in this section are SPS 301 to SPS 399 Safety, Buildings, and Environment, and ATCP 93. Flammable and combustible Liquids are hereby adopted by reference and made a part of this ~~section~~Article. The Fire Department may note any violations of such codes and to report those violations to the appropriate ~~community service inspectors~~building or code enforcement officer. ~~In addition, The the~~ Fire Inspectors shall have the authority to cite such violations when discovered on fire inspections or reported to the Fire Marshal.

- ~~(1) Fire Prevention, Wis. Admin. Code SPS ch. 314.~~
- ~~(2) Existing Buildings, Wis. Admin. Code SPS chs. 375 to 379.~~
- ~~(3) Wis. Admin. Code SPS ch. 316, Wisconsin State Electrical Code.~~
- ~~(4) Wis. Admin. Code, Wisconsin Commercial Building Code, SPS chs. 361—365 and Appendices A and B.~~
- ~~(5) Elevators Code, Wis. Admin. Code SPS ch. 318.~~
- ~~(6) Flammable and Combustible Liquids, Wis. Admin. Code ATCP ch. 93.~~

Overall enforcement responsibility for the provisions of Subsections (a)(3) through (a)(5) of this section will be equally shared by the building inspector,

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[code enforcement officer](#) and the fire inspector. The building inspector has the primary responsibility during construction of the building while the fire inspector has primary responsibility after the building is completed. Primary responsibility for particular sections of the above provisions shall be as indicated in the Wisconsin Administrative Code.

- (b) The International Fire Code, [2009-2015](#) Edition, (hereinafter "IFC") is hereby adopted as the local use and maintenance fire prevention code as though fully set forth herein, with the following exception: Section 105 (Permits) of Chapter 1, "Administration," of the IFC is not included as part of the adoption of the IFC.
- (c) National Fire Protection Association ("NFPA") Codes and Standards as the same exist on January 1, [2011](#)~~2019~~, (unless stated otherwise), are hereby adopted by reference as part of the City Fire Prevention Code with the same force and effect as though set forth herein in full, unless otherwise found to be in conflict with superseding state or local codes and/or standards.
- (d) Any fire prevention concern not herein addressed by code or adopted standards will be addressed on the basis of the current adopted International Fire Code.

Section 2. Section 7-21 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

Sec. 7-21. - Fire Prevention Inspector.

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- (a) *Designated.* The Fire Chief shall be the Fire Prevention Inspector and shall have the power to appoint a Deputy Fire Prevention Inspector ([Fire Marshal](#)), who shall perform the same duties and have the same power as the Fire Prevention Inspector.
- (b) *Inspections and reports.* The Fire Prevention Inspector, Deputy Fire Prevention Inspector ([Fire Marshal](#)) or officers of the Fire Department ~~together comprise the Fire Prevention Bureau which~~ shall make the inspections required in Wis. Stats. § 101.14 and shall comply with the provisions thereof. The Fire ~~Prevention Inspector-Marshal~~ shall maintain records of each inspection ~~made by him~~[completed by the department](#), including the date, location of buildings and premises examined and defects caused to be corrected. The Fire Prevention Inspector ~~or designee~~ shall make an annual report to the Common Council and shall state in such report the number of buildings and premises examined by ~~him~~[department staff](#) and the number of defects caused to be corrected.

Section 3. Section 7-22(c) & (d)(2) of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

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Sec. 7-22. - Correction of hazardous conditions.

(c) Orders.

- (1) *Service.* Any orders under this section shall be served in writing upon the occupant and owner of the premises. If such owner or occupant cannot be found, such written order shall be affixed in a conspicuous place on the entrance door to such building or structure or on the premises. Thereafter a copy of such order shall be mailed and/or emailed to the owner and occupant, addressed to their last known post office addressesaddress, and/or email address. No person shall remove such affixed notice without the written consent of the Fire Chief or Fire Marshal.
- (2) *Compliance.* Any such order shall forthwith be complied with by the owner and occupant of such building, structure or premises. The owner or occupant may with 24 hours appeal to the Fire Chief or Fire Marshal for a review of such order, who shall thereafter as soon as possible file his decision, along with the reasons for such decision. Unless such order is revoked or modified by the Fire Chief or Fire Marshal, it shall remain in full force and be complied with within the time fixed in such order.

(d) Exceptions.

- (2) If any building or structure, whether above exempted or not, is especially liable to fire and is so situated as to endanger other buildings or property or contains any combustible or explosive material dangerous to the safety of any building or premises or the occupants thereof, or endanger or hinder firemen-firefighters in case of fire, such building or structure shall be subject to this section so far as may be necessary to protect adjoining or other buildings and their occupants and firemenfirefighters.

Section 4. Section 7-23 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

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Sec. 7-23 – Fire Safety Permits

No person shall occupy or change the class of occupancy or the ownership of a building or structure located in the City until such building or structure has been inspected and approved by the Fire Prevention Inspector~~Marshal~~ and he has issued a fire safety permit for such change in occupancy or ownership.

Section 5. Section 7-24 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

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Sec. 7-24. - Right of entry.

The Fire Chief, Fire Marshal or any Fire Inspector may at all reasonable hours enter any building, premises or public thoroughfare, except only the interiors of private dwellings, to ascertain and cause to be corrected any condition liable to cause fire or any violation of any law or order relating to fire hazards or prevention of fires. The owner, agent or occupant of any such premises who refuses to permit, or prevents or interferes with any entry into or upon the premises by any such Inspector, or who interferes with any such inspection, shall be in violation of this chapter.

Section 6. Section 7-25 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

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Sec. 7-25. - Investigation of fires.

(a) *Required.* The Fire Department shall investigate the cause, origin and circumstances of fires occurring in the City by which property has been destroyed or damaged and, so far as possible, shall determine whether such fire was the result of carelessness or design. Such investigation shall begin immediately upon the occurrence of such a fire; and if it appears to the officer making such investigation that such fire is of suspicious origin, the Fire Chief and Fire Marshal shall be immediately notified of the facts. The Fire Chief and/or Fire Marshal shall determine if physical evidence is to be collected and the appropriate manner in which to collect and secure such evidence. If the fire is thought to be incendiary or criminal in nature, department staff ~~He should thereupon take charge immediately of the physical evidence.~~ shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. A written report shall be filed with the Fire Department by the senior officer responsible for the fire suppression efforts for every fire to which the department is dispatched. The report shall be filed within 24 hours of the conclusion of the fire suppression efforts, unless the Fire Chief or Fire Marshal approves an extension, of every fire by the senior officer in charge of such fire. Such report shall be in the form prescribed by the Fire Chief and shall contain a statement of all facts relating to the cause, origin and circumstances of such fire and other information as may be required.

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(b) *Assistance.* Upon request of the Fire Department, the City Attorney and other departments of the City shall assist in the investigation of any fire which, in the Department's opinion, is potentially incendiary or of suspicious origin.

Section 7. Section 7-27 of the Code of Ordinances of the City of Neenah is amended by adding the highlighted language and deleting the stricken language to read as follows:

Sec. 7-27. - Closing and vacation of buildings.

- (a) The Fire Chief or Fire Marshal may order compliance with this article and all other laws and lawful orders relating to fire prevention and fire protection in all existing buildings and structures.
- (b) The Fire Chief or Fire Marshal ~~shall~~ may close any building and order it vacated wherein any violation of this article is found and not corrected within the time stipulated by the Fire Chief or Fire Marshal.
- (c) Where the public is exposed to immediate danger to life, property or safety, the Fire Chief or Fire Department representative shall have the authority to order the immediate closing and vacation of the any building at once.

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Section 8. Section 7-28 of the Code of Ordinances of the City of Neenah is repealed and recreated to read as follows:

Sec. 7-28. - Open burning.

- (a) *Open burning prohibited.* No person, firm or corporation shall build any outdoor fire within the corporate limits of the City of Neenah except as set forth in Subsection (b) of this section.
- (b) *Exceptions.*
 - (1) Outdoor cooking over a fire contained in a device or structure designed for such use.
 - a. Material used to make a cooking fire cannot include construction materials, trash or rubbish.
 - b. All cooking devices must be in good working condition to prevent the possible spread of fire.
 - c. For all multifamily dwellings more than one story in height, the use and/or storage of any open or closed outdoor cooking device, any portable fireplace device, or any open flame device, is strictly prohibited above the first floor occupancy.
 - d. For all multifamily dwellings more than one story in height, the use of any open or closed outdoor cooking device, any portable fireplace device, or any open flame device is prohibited within ten feet of the structure on the ground floor or any combustible material on the ground floor.
 - (2) Recreational fires and permits.
 - a. Intent. It is the intent of the City that citizens shall have the opportunity to have recreational fires at single-family and two-family dwellings provided that such fires are in strict compliance with restrictions relating to recreational fires. It is further the intent of the City that the Police Department and Neenah Menasha Fire Rescue shall strictly enforce these restrictions so as to insure that such fires do not compromise safety. Such enforcement shall require an investigation into any complaint and an independent determination by either the Police Department or the Neenah-Menasha Fire Rescue as to whether a particular recreational fire is in compliance with these regulations.
 - b. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - In-ground fire pit* is defined as a fire pit surrounded on the outside by a non-combustible material such as concrete block or rocks.

Portable fire pit is a structure or device intended to contain and control outdoor wood fires. This shall include a structure which although not portable, is designed to contain and control outdoor wood fires.

Recreational fire is a campfire for the purpose of recreation and personal enjoyment.

- c. No recreational fire may be started or allowed to continue burning unless such recreational fire is contained in a portable fire pit or an in-ground fire pit.
- d. No recreational fire or portable fire pit or an in-ground fire pit shall be closer than ten feet from any building, structure, shed, garage, fence, or any combustible material.
- e. All recreational fires shall have a diameter no larger than 30 inches nor may the fire extend more than two feet above the pit.
- f. Portable fire pits, such as devices commercially designed and intended to control and contain outdoor wood fires, may be used in accordance with the manufacturer's specifications, and these regulations, and must be based upon a noncombustible surface.
- g. No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other combustible materials, nor any time when the wind speed exceeds seven miles per hour. Smoke from any recreational fire shall not create a nuisance for neighboring property owners. The fire shall be completely extinguished based upon the findings of the required investigation conducted by either the Police Department or Neenah Menasha Fire Rescue. The Police Department and the Fire Rescue Department shall strictly enforce this section so as to comply with the intent of Subsection (b)(2)(a).
- h. Material for recreational fires or portable fire pit shall not include rubbish, garbage, recyclable items, trash, or any material made of petroleum-based materials, and shall not contain any flammable or combustible liquids, except for devices which are designed to burn LP gas. Such LP gas devices shall only be used per the manufacturers' listing instructions.
- i. Adequate fire suppression equipment shall be immediately available to control or extinguish the recreational fire. Adequate fire suppression shall consist of, but not limited to, a connected or charged garden hose or a large bucket of water within two feet of the fire.
- j. All recreational fires or portable fire pits shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.
- k. The property owner and/or person who has started any recreational fire shall hold the City harmless from any and all damages caused by a recreational fire.
- l. Any party who has started or maintains a recreational fire as defined shall pay any and all costs incurred by Neenah-Menasha Fire Rescue for any service related call as a result of a recreational fire not in compliance with these requirements, if deemed necessary by the Fire Chief.
- m. Any person who wishes to have a recreational fire in a portable fire pit or in-ground fire pit must obtain a permit from the City Clerk. The permit shall contain the name of the owner/occupant of the property and address of the location where the portable fire pit is to be used. Such permit is not transferable to any other person nor any other location. Such a permit shall issue upon a showing that there will be compliance with all applicable laws and ordinances.
- n. The permit specified in Subsection (b)(2)m of this section shall require an annual fee as established by the Common Council by resolution from time to time to be paid to and collected by the Finance Department. A copy of Section 7-28 shall be provided to the permittee along with the permit.
- o. No recreational fire shall be started or allowed to continue unless the permit and the copy of the ordinance can be produced and shown to anyone who requests to see the permit.

- p. No recreational fire may be started or allowed to continue between 12:00 a.m. and 4:00 p.m. Any such fire is presumed unreasonable and must be extinguished upon demand.
 - q. Any recreational fire or portable fire pit or in-ground fire pit not in compliance with all the terms of this section may, in addition to any other penalties, result in the permanent revocation of the permit.
 - r. The City Clerk's office shall send to any permittee upon request a copy of any subsequent amendments to this section. Any such amendments may be sent by First Class mail to any permittee.
- (3) Controlled burning of grass or similar vegetation for environmental management purposes, is allowed with the prior written approval of the Fire Chief or Fire Marshal.
 - (4) Ceremonial campfire or bonfires, with prior written approval of the Fire Chief or Fire Marshal.
 - (5) Other occasions of desirable outdoor burning not specified by this subsection, but not as an alternative to refuse removal or disposal of which other methods are available, may be granted single occasion approval as in Subsections (b)(2) and (b)(3) of this section.
 - (6) Whenever approval and special permit are granted by the Fire Chief or Fire Marshal under Subsections (b)(3), (b)(4) and (b)(5) of this section, the permit may specify and be conditioned on observance of safety restrictions and insurance requirements set forth therein. Such permits shall be issued upon a showing that public safety will not be endangered and a further showing that there will be compliance with all applicable laws and ordinances.
- (c) *Chief may regulate and prohibit.* The Fire Chief or Fire Marshal is permitted to regulate and or prohibit any or all vegetation fires, recreational fires, and other permitted outdoor fires, when atmospheric conditions or local circumstances make such fires hazardous.
 - (d) *Burning on streets.* No materials may be burned upon any street, curb, gutter or sidewalk.
 - (e) *Liability.* Persons utilizing and maintaining outdoor fires shall be responsible for any liability resulting from damage caused by his fire.

Section 9. Sections 7-30, Fire Extinguishers, and 7-33. Installation, removal and inspection of flammable and combustible liquid storage tanks of the Code of Ordinances of the City of Neenah are repealed.

Section 10. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 11. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Published: _____

Moved by: _____

Adopted: _____

Approved: _____

Approved:

Attest:

Dean R. Kaufert, Mayor

Patricia A. Sturn, City Clerk

THIS INSTRUMENT WAS DRAFTED BY:
City Attorney James G. Godlewski
211 Walnut Street
Neenah, WI 54956
State Bar No. 1005210



ORDINANCE O—xx-19

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3 OF THE CODE OF ORDINANCES
(Fire Prevention Code: Hazardous Materials)

INTRODUCED BY _____.

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

SECTION 1: Amend Title 5, Chapter 3 of the Code of Ordinances of the City of Menasha,
Wisconsin as follows:

Title 5
(Public Safety)
Chapter 3
(Fire Prevention Code: Hazardous Materials)

...

SEC. 5-3-1 ADOPTION OF STATE CODES.

- (a) Wis. Stats. §35.93 and Wisconsin Administrative Codes SPS 301 to SPS 399 Safety, Buildings, and Environment and ATCP 93, Flammable and combustible Liquids The state codes listed in this section are hereby adopted by reference and made a part of the City Fire Prevention Code. For the purposes of this section, these provisions are adopted to enable the Fire Department to note any violations of such codes and to report those violations to the appropriate community service inspectors. The fire inspectors shall have the authority to cite such violations on fire inspections.

- (1) ~~Flammable, Combustible and Hazardous Liquids, Wisconsin Administrative Code, Chapter COMM 10;~~
- (2) ~~Fire Prevention, Wisconsin Administrative Code, Chapter COMM 14;~~
- (3) ~~Electrical, Wisconsin Administrative Code, Chapter COMM 16;~~
- (4) ~~Elevators, Escalators and Lift Devices, Wisconsin Administrative Code, Chapter COMM 18;~~
- (5) ~~Wisconsin Commercial Building Code, Wisconsin Administrative Code, Chapter COMM 61—66 and Appendices A and B;~~
- (6) ~~Buildings Constructed Prior to 1914, Wisconsin Administrative Code, Chapter COMM 75—79;~~

Overall enforcement responsibility for the provisions of ~~subsections (3) through (6) above~~ this section will be equally shared by the building inspector and the fire inspector. The building inspector has the primary responsibility during construction of the building while the fire inspector has primary responsibility after the building is completed. Primary responsibility for particular sections of the above provisions shall be as indicated in the Wisconsin Administrative Code.

- (b) The International Fire Code ~~2009~~ currently adopted by the State Edition, hereinafter “IFC” is hereby adopted as though fully set forth herein, with the following exceptions:
 (1) Section 105 “permits” of Chapter 1, “Administration.”
- (c) NFPA (National Fire Protection Association) codes and standards currently adopted by the State ~~as exist on January 1, 2011~~ are hereby adopted by reference and made a part of the City Fire Prevention Code with the same force and effect as though set forth herein in full, unless otherwise found to be in conflict with superseding state or local codes and/or standards.
- (d) Any fire prevention concern not herein addressed by code or adopted standards will be addressed on the basis of current adopted International Fire Code and/or the aforementioned National Fire Protection Association Standards.

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

Passed and approved this ____ day of _____, 2019.

Recommended by:	_____
Motion/Second:	_____
Vote:	_____
Pass/Fail:	_____
Requires:	<input type="checkbox"/> Majority Vote <input type="checkbox"/> 2/3 Vote

 Donald Merkes, Mayor

ATTEST:

 Deborah A. Galeazzi, City Clerk



ORDINANCE O-xx-19

AN ORDINANCE AMENDING TITLE 5, CHAPTER 2 OF THE CODE OF ORDINANCES
(Fire Prevention)

INTRODUCED BY _____.

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

SECTION 1: Amend Title 5, Chapter 2, SEC 5-2-2(b) of the Code of Ordinances of the City of Menasha, Wisconsin as follows:

Title 5
(Public Safety)
Chapter 2
(Fire Prevention)

...

(b) FIRE INSPECTION DUTIES.

- (1) The Fire Chief shall be the Fire Inspector (Fire Marshal) of the City of Menasha and shall have the power to appoint one or more Deputy Fire Inspectors (Fire Marshals) and shall perform all duties required of the Fire Inspectors by the laws of the State and rules of the Wisconsin Department of Commerce, particularly Section 101.14, Wis. Stats
- (2) ~~While acting as Fire Inspector pursuant to Sec. 101.14(2), Wis. Stats., the~~ The Fire Chief, Fire Marshal, or any officer Fire Inspector of the Neenah-Menasha Fire Rescue Department designated by the Fire Chief, shall have the right and authority to enter any building or upon any premises in the City of Menasha at all reasonable hours for the purpose of making inspections or investigations which, under the provisions of this Code of Ordinances, he may deem necessary. Should the Fire Inspector ~~or Fire~~ find ~~Marshal find~~ that any provisions of this Code relating to fire hazards and prevention of fires are being violated, or that a fire hazard exists which should be eliminated, it shall be his duty to give such directions for the abatement of such conditions as he shall deem necessary and, if such directions be not complied with, to report such noncompliance to the City Attorney for further action.
- (3) ~~The Fire Inspector, Deputy Fire Inspectors, or officers of the Neenah Menasha Fire Rescue together compromise the Fire Prevention Bureau which~~ The Fire Chief of the Neenah-Menasha Fire Rescue Department or an officer designated by him shall inspect all building premises, except the interior of private dwellings, for the purpose of correcting any violations of any law or ordinance relating to the fire hazard or the prevention of fires. Such inspections shall follow the time frames set up in Comm 14.01 in all territory served by the Department.
- (4) The Fire Marshal shall maintain records of each inspection completed by the department, including date, location of buildings, and premises examined and

defects caused to be corrected. The Fire Marshal shall make an annual report to the Common Council and shall state in such report the number of buildings and premises examined by department staff and the number of defects caused to be corrected. Written reports of inspections shall be made and kept on file in the office of the Fire Chief of the Neenah-Menasha Fire Rescue Department in the manner and form required by the Wisconsin Department of Commerce. A copy of such reports shall be filed with the City Clerk.

...

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

Passed and approved this ____ day of _____, 2019.

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

Donald Merkes, Mayor
ATTEST:

Deborah A. Galeazzi, City Clerk



Neenah-Menasha Fire Rescue

Office of Chief Kevin Kloehn

TO: Members of the Neenah-Menasha Joint Finance Committee

FROM: Fire Chief Kevin Kloehn

DATE: July 15, 2019

RE: MOU for Auto-Aid assistance with Fox Crossing Fire Department and Agreement for Automatic Aid with Fox Crossing Fire Department

BACKGROUND:

April of 2019, we had a meeting with the officials from Neenah, Menasha, Grand Chute, and Fox Crossing. This included the Fire Chiefs and Deputy Fire Chiefs of each department, as well as the municipal leaders of each community. The purpose of the meeting was to discuss what we could do in the future as one department and to see where monies could be saved as each department grows and faces different challenges. The atmosphere in the Wisconsin State Fire Chiefs Association is to support Fire District legislation to help communities accomplish solving these challenges. There was a consensus at the end of the meeting to have the Fire Chiefs identify what can be done to move forward.

CURRENT STATUS:

Currently Grand Chute and Fox Crossing Fire Department operate an automatic aid agreement for structure fires in each jurisdiction. After discussion with the Fire Chiefs, we were in agreement to see how a fire district would function; we would first need to look at how crews, equipment, and fire department operations would/could function together. This would give each department a look at getting to know each other and also form relationships as we move forward to a possible fire district.

Over the past year, other Fox Valley agencies have begun to use MABAS as a means of calling other departments for assistance. Appleton has called and worked with Fox Crossing for a couple of larger structure fires, Oshkosh has also called and worked with Fox Crossing at a large downtown structure fire, and Grand Chute and Fox Crossing are already working together automatically. The benefit of auto-aid is having additional staffing and equipment when they are needed the most. Other benefits of this agreement would be that it would help with our ISO rating by providing additional equipment we do not have. The first minutes of an emergency are critical to the success of the crews working at the scene. Additional staffing and equipment is critical in the early stages of every emergency scene. Structure fires are labor intensive and require us to think and act quickly, save lives, and save property.

In many cases, automatic aid is not needed and units will be cancelled or cleared early. We plan and respond for the worst case scenario and once the first arriving officer determines what is needed, additional units may continue to respond or be cancelled. Automatic aid or mutual aid are not intended to replace existing staffing, the intent is to support existing staffing when it is needed most. Our current automatic aid with the City of Appleton has been very successful. We have addressed longer response times by not having to add more staff or stations. Appleton Fire Department can also say the same thing; automatic aid is a more efficient model to address spikes in staffing demands when lives and property matter during a structure fire.

I've attached two documents for your review. I'm asking for consideration and action to recommend the City of Neenah and City of Menasha Common councils approve the Memorandum of Understanding Agreement for Automatic Assistance between Neenah-Menasha Fire Rescue and the Village of Fox Crossing Fire Department.

I'm also requesting consideration and action to recommend the City of Neenah and City of Menasha Common councils approve the Agreement for Automatic Assistance between Neenah-Menasha Fire Rescue and Village of Fox Crossing.

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

Thank you

Enclosures

MEMORANDUM OF UNDERSTANDING AGREEMENT FOR AUTOMATIC ASSISTANCE BETWEEN NEENAH-MENASHA FIRE RESCUE AND THE VILLAGE OF FOX CROSSING FIRE DEPARTMENT

This Memorandum of Understanding is authorized by the Elected Representatives for the Cities of Neenah-Menasha and the Village of Fox Crossing in an agreement dated _____.

The purpose of this Memorandum of Understanding is to outline the procedures for implementing an Automatic Assistance response between Neenah-Menasha Fire Rescue, hereinafter referred to as "Neenah-Menasha" and the Village of Fox Crossing Fire Department, hereinafter referred to as "Fox Crossing". This Memorandum is a supplement for to the Agreement for Automatic Assistance. In the event this Memorandum of Agreement conflicts with the Agreement for Automatic Assistance, the "Agreement for Automatic Assistance shall be controlling."

Terms

The terms and conditions of this Memorandum of Agreement terminate automatically upon the termination of the Agreement for Automatic Assistance.

Amount and Time of Assistance

This Memorandum of Understanding for Automatic Assistance is for the exchange of fire and/or EMS service in specified response areas. Fire apparatus will respond on first alarm structural fire incidents and emergency incidents as assigned per CAD designation.

Companies required in addition to first alarm assignment must be requested in accordance with procedures established in the Agreement for Mutual Aid and Disaster Assistance.

Response Areas:

Structure Fire Response

A. Neenah-Menasha will provide the following to Fox Crossing:

- (1) One (1) Engine staffed with a minimum of three (3) qualified firefighters – Area of coverage includes all Fox Crossing jurisdictions on the East side of Little Lake Butte des Morts (Beat areas WA03,05,08,& WA10)

B. Fox Crossing will provide the following to Neenah-Menasha:

- (1) One (1) Ladder (40) staffed with a minimum of three (3) qualified firefighters – Area of coverage includes all of Neenah-Menasha.

Limitations

If the agreed upon response from either department is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station that is part of this Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

Training

Joint training exercises are to be conducted, at a minimum, semiannually. The training exercises will be coordinated and observed by the respective department training officers, for the purpose of maintaining coordination in firefighting procedures, dispatching and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Fire Companies
- Equipment/Minor Tools Carried
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Tactics
- Staging/accountability systems
- Department Policies

Communications

Communications will be via the Winnebago County Communication Center for each respective department's for the initial dispatch of incidents. Communications from the Communication Center to mobile units and fire ground personnel utilizing portable radios will be on the radio frequencies designated and utilized by the Department in whose jurisdiction in which the emergency incident occurs.

Communications procedures and documents will be provided at the initial training session and updated as needed thereafter. Maintenance and replacement of radios will be the responsibility of the Department that owns the radios.

Dispatch to Emergencies

Upon receipt of an alarm in any of the designated response areas, the Communications Center will dispatch the proper assignment. Should the agreed upon assistance not be available, the requesting department will be so notified.

Incident Command

The officer on the first arriving company will establish command of the incident until relieved by the appropriate authority. The fire department, in the Municipality at which the incident occurs, shall upon arrival at the scene, communicate with the initial Incident Commander for a situational update, and then assume Command of the incident thereafter.

Fire Incident Reporting

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Units assisting in the incident shall cooperate with the agency in charge to provide any necessary information.

Revisions

This Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chief of Neenah-Menasha Fire Rescue and the Fire Chief of the Village of Fox Crossing.

Kevin Kloehn, Fire Chief – Neenah-Menasha Fire Rescue

Date _____

Brian Harbison, Fire Chief – Fox Crossing Fire Department.

Date _____

AGREEMENT FOR AUTOMATIC ASSISTANCE

NEENAH-MENASHA FIRE RESCUE AND VILLAGE OF FOX CROSSING

THIS AGREEMENT entered into this _____ day of _____ by and between the Neenah-Menasha Fire Rescue and Village of Fox Crossing hereinafter referred to as "Neenah-Menasha" and "Fox Crossing" (respectively), both of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WITNESSETH:

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of fire fighting equipment and/or emergency medical equipment or personnel of both parties shall be dispatched, to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purpose of this agreement, "emergency condition" shall include any condition requiring fire protection or emergency medical services, or both.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of Neenah-Menasha Fire Rescue and the Chief of the Fox Crossing Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. However, this waiver shall not apply to those cases in which the claim results from the failure of either party to accept responsibility for any civil liability for which a requesting party is responsible.

4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.
5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages then the other party may intervene in such cause of action to protect its interests.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that both parties have heretofore entered into an "Agreement for Automatic Aid", effective upon completion of document signatures. However, as to any mutual assistance between the parties arising out of the occurrence of an emergency condition in the areas described in the Memorandum of Understanding, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of all other agreements.

10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition occurred.
11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the City's of Neenah and Menasha and the Village of Fox Crossing, each respective governmental entity acting by and through its Town Administrator or other duly authorized official in the manner required by each respective Municipal's Charter, or otherwise as required by law, on the date hereinbelow specified.

Executed this ____ day of _____.

City of Neenah

Village of Fox Crossing

City Neenah Mayor

Village President

City of Menasha

Village of Fox Crossing

City of Menasha Mayor

Village of Fox Crossing Administrator

Neenah-Menasha Fire Rescue

Village of Fox Crossing

Fire Chief

Fire Chief

**Neenah-Menasha Fire Rescue
Cost Distribution Formula
As of 12/31/18**

Item No.	Formula Item	Total	Proportionate Share	25% Weighted Factor	Weighted Share Neenah	Weighted Share Menasha
1.	* Population-Neenah	26,137	59.61%	0.25	0.1490	0.1010
	* Population-Menasha	17,713	40.39%	0.25		
	Population as of 1/1/18	43,850	100.00%			
2.	* Equalized Value (w/TIF)-Neenah	2,209,662,100	64.47%	0.25	0.1612	0.0888
	* Equalized Value (w/TIF)-Menasha	1,217,592,424	35.53%	0.25		
	Equalized Value as of 1/1/18	3,427,254,524	100.00%			
3.	* Service Calls-Neenah	1,633	57.81%	0.25	0.1445	0.1055
	* Service Calls-Menasha	1,192	42.19%	0.25		
	Service Calls during 2018	2,825	100.00%			
4.	* Square Miles-Neenah	9.60	55.30%	0.25	0.1383	0.1117
	* Square Miles-Menasha	7.76	44.70%	0.25		
	Square Miles as of 12/31/18	17.36	100.00%			
Total Weighted Factors					0.5930	0.4070
Total Proposed Cost Distribution Formula - 2018 Factor for 2020 Budget					59.30%	40.70%
Previous Year Cost Distribution Formula					59.53%	40.47%
Increase (decrease) from previous year					-0.23%	0.23%

a Menasha - Equalized Value

Equalized Value	1,177,560,800
UW-Fox Valley (from Dept. of Admin.)	40,031,624
	<u>1,217,592,424</u>

b Menasha service calls include 50 automatic aid calls by NMFR into the City of Appleton. The City of Appleton made 58 calls into the City of Menasha.

c Sq. Ft. of All Buildings has been removed as a factor effective the 2014 Factor for the 2016 Budget.

* Updated for 2018.