



# Neenah-Menasha Fire Rescue

## AGENDA

**Neenah-Menasha Fire Rescue Joint Finance & Personnel Committee  
June 27, 2023 – 5:30 p.m.  
City of Menasha – Room #132**

- I. Attendance
- II. Public Forum
- III. Approval of Minutes:
  - a. May 23, 2023 (attached)
- IV. Review of Calls (attached)
  - a. May 2023
  - b. May 2022 comparison
- V. Consideration and action of the proposed Cost Distribution Budget Formula for 2024 (attached)
- VI. Consideration and action of Share Equipment Contract (attached)
- VII. Consideration and action of Fire Chief's replacement (attached)
- VIII. Consideration and action of 2024 Retirements and Replacements (attached)

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah and Menasha 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) 967-3608** at least 48 hours prior to the scheduled meeting or event to request an accommodation.



**NMFR Joint Finance & Personnel Committee**  
**May 23, 2023 – 5:30 p.m.**  
**Hauser Room – City of Neenah**

Present: Ald. Sevenich , Grade, Boyette, Borchardt and Lewis

Excused: Ald. Stevenson

Also Present: Chief Kloehn, Deputy Director Kahl and Management Assistant 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 April 25, 2023. **MSC Borchardt/Grade to approve the April 25, 2023, meeting minutes and place on file, all voting aye.**

Review of Calls: The Committee reviewed the April 2023 and April 2022 calls. Ald. Boyette asked if there are calls response differences. Chief Kloehn said each call has a different type of severity and the least severe one, basic non-emergent, we do not respond to. Ald. Grade asks who determines the severity of the call. Chief Kloehn explained the questions prompts that they ask to help them determine the severity of the call. **MSC Grade/Boyette to approve the April 2023 and April 2022 calls and place on file, all voting aye.**

Budget: The Committee reviewed the budget through April 2023. Overtime was discussed. Chief Kloehn noted most of this was for open positions for the first part of the year and FMLA. Both Finance Directors are looking to see if there is a way to fix this budget issue. Ald. Boyette asked about the Maintenance of Software budget. It was explained this is the annual software charges. She asked if this was in addition to the annual IS Department budget and asked why we are paying this in addition to the software line item? It was confirmed this was in addition and that the City of Neenah IS Department charges us back for their services. **MSC Borchardt, Grade to approve the April 2023 budget report and place on file, all voting aye.**

Maintenance of Motor Vehicles: The Committee reviewed the memo from DC Krueger regarding the current situation with this budget line item. No action is required as this is informational only.

2% Dues Audit: Chief Kloehn reviewed the 2% dues audit. One thing we had to change is the accounting for the money that each City receives each year. Previous years it was put into the City's general operating fund. The State has requirements that this be used for specific things such as salaries, turn out gear, public education, etc. and it cannot go into a general fund. In the end, the money is being used this way with our overall budget. However, the State requires that these funds are separated out and shows that each City is using this only for the specific items. The end result is there is a small change in the accounting, and this will meet the State requirements that it's in a non-lapsing account and shows the expenditures.

NMFR's Budget Deficit: The Committee reviewed the memo from Director Rasmussen regarding the deficit over the past three years. Most of this deficit is from overtime and maintenance of motor vehicles. Deputy Director Kahl reviewed this information and noted Menasha has paid their portion of the 2020 and 2021 overage and will be figuring out how to fund the 2022 budget. Deputy Director Kahl and Director Rasmussen and Director Sassman have been talking about the issue, how to fund this and looking for solutions on how to fix this issue. Ald. Grade asked if this must be paid in 2023 and if there would be any "penalties" for paying this off early. Deputy Director didn't know. Ald. Borchardt said he spoke to Director Rasmussen and asked how this happened. Deputy Director Kahl said when they see an issue it needs to be

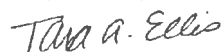


addressed sooner. It can't wait until the audit. Chief Kloehn was bringing this issue up throughout the year, each year, but it wasn't acted upon. Ald. Grade asked if the auditor brought this up and why it wasn't communicated to the Department and both Cities? Ald. Boyette said it was brought forth to the committee by the department, but nothing was acted upon to work on funding overages. We knew about the overages but no motion and/or direction was given to the Finance Directors to reconcile the account. Ald. Grade noted that budget reports were only given every few months. MA Ellis asked if the Committee wanted to see budget reports month versus quarterly. The Committee agreed that quarterly budget reports were fine. Ald. Sevenich said he didn't like the overages but, in the end, we cannot stop people taking FMLA and paying the wages to maintain staffing.

Ald. Borchardt asked about the process that is in place to make sure this is funded and/or fixed. Deputy Director Kahl noted the budget process is most important and getting those numbers as accurate as possible because mid-year there is nothing that can be done to fund overages. The budgets are so tight, and the Cities do not have extra funds to cover this. The ARPA Funds was a gift this year for the City of Neenah to use to cover their overage. Ald. Borchardt asks how the department's overage is funded. Deputy Director Kahl said it's out of the general fund. An overall discussion was held on how to fix the problem for the future and suggestions were made. Ald. Borchardt asked if there is data to review for overtime on when we have a younger department versus older. If we can ask retirees to come back and fill shifts when there is overtime. Chief Kloehn said if they do this, it will stop their retirement. This is a WRS rule. Chief Kloehn said some departments are starting to hire a floating firefighter to cover long term FMLA's and once there is an opening on a shift, due to retirement they get a permanent assignment. However, Deputy Director Kahl did look at the cost for this and its-around \$90,000 to hire a new firefighter for wages, benefits, etc.

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

Respectfully submitted,



Tara Ellis

Management Assistant





# Neenah-Menasha Fire Rescue

## Detailed Selected Statistics and Management Activity

By Incident Type

Report Period: 05/01/23 - 05/31/23 23:59:59

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS.	AVG # EMS PERS.	AVG # OTHER PERS.	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
		1	0.32%	0	0	0	0	0	0.00	0	0.18		6.70
111	Building fire	5	1.62%	1	0.8	0	18.6	0.2	0.00	7.4	28.65	93.816661	5.40
131	Passenger vehicle fire	2	0.65%	0	2	0	12	0.5	0.00	4	7.70	9.216665	5.33
140	Natural vegetation fire, other	1	0.32%	0	0	0	11	0	0.00	4	5.32	4.183333	1.62
150	Outside rubbish fire, other	1	0.32%	0	0	0	4	0	0.00	1	0.73	.733333	4.53
151	Outside rubbish, trash or waste fire	1	0.32%	0	0	0	4	0	0.00	1	1.67	1.666666	5.17
251	Excessive heat, scorch burns with no ignition	1	0.32%	0	3	0	7	1	0.00	3	11.00	9.100000	6.30
300	Rescue, EMS incident, other	9	2.92%	0	0	0	4.44	0	0.00	1.89	1.67	11.949995	4.71
311	Medical assist, assist EMS crew	177	57.47%	0	0.15	0.02	4.28	0.04	0.01	1.89	1.26	182.216554	4.64
320	Emergency medical service incident, other	1	0.32%	0	0	0	5	0	0.00	2	2.00	1.650000	4.75
321	EMS call, excluding vehicle accident with injury	2	0.65%	0	4	0	1	1	0.00	1	0.92	1.566665	5.25
323	Motor vehicle/pedestrian accident (MV Ped)	1	0.32%	0	0	0	7	0	0.00	3	2.22	1.616665	4.50
324	Motor vehicle accident with no injuries.	1	0.32%	0	0	0	5	0	0.00	2	0.67	.566666	5.37
331	Lock-in (if lock out , use 511 )	1	0.32%	0	0	0	4	0	0.00	1	0.87	.866666	0.00

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS	AVG # EMS PERS	AVG # OTHER PERS	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
365	Watercraft rescue	1	0.32%	0	0	0	1	0	0.00	1	0.63	.633333	0.00
411	Gasoline or other flammable liquid spill	1	0.32%	0	4	0	0	1	0.00	0	0.87	.866666	4.78
424	Carbon monoxide incident	1	0.32%	0	0	0	3	0	0.00	1	0.85	.850000	7.08
442	Overheated motor	2	0.65%	0	0	0	10.5	0	0.00	4.5	4.72	7.299998	4.16
444	Power line down	1	0.32%	0	4	0	0	1	0.00	0	1.07	1.066666	5.85
445	Arcing, shorted electrical equipment	1	0.32%	0	0	0	15	0	0.00	6	8.00	6.549999	4.65
480	Attempted burning, illegal action, other	1	0.32%	0	3	0	1	1	0.00	1	0.20	.333333	0.50
500	Service Call, other	1	0.32%	0	3	0	5	1	0.00	3	3.07	2.366666	4.87
511	Lock-out	7	2.27%	0	0	0	3.86	0	0.00	1.14	0.78	5.199998	4.22
520	Water problem, other	1	0.32%	0	0	0	7	0	0.00	2	1.87	.833333	6.65
531	Smoke or odor removal	3	0.97%	0	0.33	0	5.33	0.33	0.00	2	1.76	5.516666	6.85
542	Animal rescue	1	0.32%	0	0	0	3	0	0.00	1	0.55	.550000	3.73
550	Public service assistance, other	3	0.97%	0	0	0	4.33	0	0.00	1	1.78	5.249999	4.16
553	Public service	3	0.97%	0	1.33	0	3	0.33	0.00	1.33	3.30	9.116665	1.03
554	Assist invalid	2	0.65%	0	0	0	3	0	0.00	2	0.97	1.083332	7.42
561	Unauthorized burning	5	1.62%	0	0.8	0	5.2	0.2	0.00	2	2.70	11.416665	5.85
611	Dispatched & canceled en route	4	1.30%	0	1	0	3.25	0.25	0.00	1.75	0.39	1.116662	0.00
622	No incident found on arrival at dispatch address	2	0.65%	0	0	0	3	0	0.00	2	0.42	.483332	4.29
651	Smoke scare, odor of smoke	3	0.97%	0	2.67	0	7.33	0.67	0.00	3	5.61	11.283330	3.85



CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS	AVG # EMS PERS	AVG # OTHER PERS	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
652	Steam, vapor, fog or dust thought to be smoke	1	0.32%	0	0	0	11	0	0.00	3	4.95	3.816666	6.25
653	Smoke from barbecue, tar kettle	1	0.32%	0	0	0	15	0	0.00	5	2.75	2.033332	4.97
672	Biological hazard investigation, none found	1	0.32%	0	0	0	3	0	0.00	1	1.30	1.300000	7.77
700	False alarm or false call, other	12	3.90%	0	0.33	0	9.5	0.08	0.00	3.92	2.17	18.199992	5.22
711	Municipal alarm system, malicious false alarm	1	0.32%	0	0	0	11	0	0.00	4	2.75	1.550000	5.18
712	Direct tie to FD, malicious false alarm	1	0.32%	0	0	0	12	0	0.00	5	3.60	2.783333	8.15
715	Local alarm system, malicious false alarm	1	0.32%	0	4	0	9	1	0.00	4	3.90	2.216665	2.73
733	Smoke detector activation due to malfunction	1	0.32%	0	0	0	3	0	0.00	1	0.85	.850000	0.00
735	Alarm system sounded due to malfunction	6	1.95%	0	1.33	0	10.67	0.33	0.00	4.33	5.23	17.983330	5.86
740	Unintentional transmission of alarm, other	1	0.32%	0	0	0	12	0	0.00	6	0.20	.183332	1.02
741	Sprinkler activation, no fire - unintentional	2	0.65%	0	0	0	12.5	0	0.00	5	4.27	7.016663	3.26
742	Extinguishing system activation	1	0.32%	0	0	0	12	0	0.00	4	2.60	1.833332	4.13
743	Smoke detector activation, no fire - unintentional	1	0.32%	0	4	0	9	1	0.00	4	1.95	1.299999	3.15
744	Detector activation, no fire - unintentional	1	0.32%	0	0	0	13	0	0.00	5	4.55	2.016665	3.25
745	Alarm system activation, no fire - unintentional	26	8.44%	0	0.62	0	11.19	0.15	0.00	4.5	3.53	50.516640	4.21
746	Carbon monoxide detector activation, no CO	2	0.65%	0	0	0	4	0	0.00	1.5	0.87	1.616666	3.67
911	Citizen complaint	2	0.65%	0	2	0	1.5	0.5	0.00	0.5	0.88	1.750000	3.41
<b>Totals</b>		<b>308</b>	<b>100%</b>	<b>1</b>	<b>0.39</b>	<b>0.01</b>	<b>5.75</b>	<b>0.10</b>	<b>0.01</b>	<b>2.40</b>	<b>2.28</b>	<b>507.93</b>	<b>4.55</b>
<b>Mutual Aid Given Incidents</b>		<b>0</b>											





# Neenah-Menasha Fire Rescue

## Detailed Selected Statistics and Management Activity By Incident Type

Report Period: 05/01/22 - 05/31/22

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS.	AVG # EMS PERS.	AVG # OTHER PERS.	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
111	Building fire	3	1.12%	0	17	0	0	5.33	0.00	0	19.27	43.899998	4.07
113	Cooking fire, confined to container	2	0.75%	0	7	0	5.5	2.5	0.00	2	5.00	6.483332	5.92
118	Trash or rubbish fire, contained	1	0.37%	0	15	0	0	5	0.00	0	9.75	6.433333	2.98
142	Brush or brush-and-grass mixture fire	1	0.37%	0	5	0	13	2	0.00	3	10.20	3.799999	2.73
154	Dumpster or other outside trash receptacle fire	1	0.37%	0	3	0	0	1	0.00	0	0.85	.850000	4.77
300	Rescue, EMS incident, other	1	0.37%	0	0	4	0	0	1.00	0	2.53	2.533333	5.37
311	Medical assist, assist EMS crew	166	62.17%	0	0	4	0.04	0	1.07	0.01	26,123.38	212.249961	4.71
320	Emergency medical service incident, other	10	3.75%	0	0	3.9	0	0	1.10	0	0.75	6.966664	4.17
321	EMS call, excluding vehicle accident with injury	1	0.37%	0	0	4	0	0	1.00	0	0.73	.733333	5.47
322	Motor vehicle accident with injuries	2	0.75%	0	0	5.5	0	0	1.50	0	2.11	2.366666	2.67
324	Motor vehicle accident with no injuries.	2	0.75%	0	0	0	6	0	0.00	1.5	3.15	7.333332	3.87
331	Lock-in (if lock out , use 511 )	1	0.37%	0	0	0	5	0	0.00	1	5,363,961.25	.000000	0.00
412	Gas leak (natural gas or LPG)	5	1.87%	0	0	0	6.4	0	0.00	2.2	6.89	28.766664	4.67

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS	AVG # EMS PERS	AVG # OTHER PERS	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
422	Chemical spill or leak	1	0.37%	0	0	0	15	0	0.00	5	17.75	13.883332	2.27
445	Arcing, shorted electrical equipment	3	1.12%	0	11.67	0	0	3.67	0.00	0	5.77	8.499997	4.35
463	Vehicle accident, general cleanup	3	1.12%	0	0	0	3.33	0	0.00	1	0.98	2.950000	5.29
500	Service Call, other	3	1.12%	0	0	0	4	0	0.00	1	1,430,515.00	3.416666	2.83
511	Lock-out	4	1.50%	0	0	0	3.5	0	0.00	1	0.86	3.350000	4.90
522	Water or steam leak	1	0.37%	0	0	0	4	0	0.00	1	2.60	2.600000	6.72
531	Smoke or odor removal	8	3.00%	0	0	0	4.38	0	0.00	1.25	1,173,263.56	14.049998	3.31
542	Animal rescue	1	0.37%	0	0	0	3	0	0.00	1	1.75	1.750000	7.28
553	Public service	2	0.75%	0	0	0	3.5	0	0.00	1	0.67	1.200000	2.03
561	Unauthorized burning	4	1.50%	0	2	0	1.5	0.5	0.00	0.5	0.74	3.016666	4.53
611	Dispatched & canceled en route	6	2.25%	0	0	3	0.67	0	0.83	0.17	0.25	1.533332	0.00
700	False alarm or false call, other	12	4.49%	0	4.92	0	5.83	1.67	0.00	1.92	3.70	26.599989	5.47
710	Malicious, mischievous false call, other	1	0.37%	0	0	0	14	0	0.00	5	4.20	1.433333	1.85
715	Local alarm system, malicious false alarm	1	0.37%	0	0	0	4	0	0.00	1	4,291,563.87	.000000	0.00
733	Smoke detector activation due to malfunction	3	1.12%	0	10	0	4.33	2.67	0.00	1.33	4.62	7.199996	4.17
735	Alarm system sounded due to malfunction	1	0.37%	0	0	0	13	0	0.00	4	4.12	2.249998	7.47
741	Sprinkler activation, no fire - unintentional	1	0.37%	0	13	0	0	4	0.00	0	9.75	2.749999	6.18
743	Smoke detector activation, no fire - unintentional	3	1.12%	0	3.67	0	9	1.33	0.00	2.67	2.11	3.949997	4.65
744	Detector activation, no fire - unintentional	3	1.12%	0	0	0	11.67	0	0.00	4	3.11	5.649999	3.79

CODE	DESCRIPTOR	FREQUENCY	FREQ. PERCENT	EXPS	AVG # SUPPR. PERS	AVG # EMS PERS	AVG # OTHER PERS	AVG # SUPPR. APPR.	AVG # EMS APPR.	AVG # OTHER APPR.	AVERAGE # MAN HOURS	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
745	Alarm system activation, no fire - unintentional	4	1.50%	0	9	0	3.25	3	0.00	1	2.30	5.299995	4.06
746	Carbon monoxide detector activation, no CO	2	0.75%	0	0	0	3.5	0	0.00	1	1.14	2.383333	1.52
911	Citizen complaint	4	1.50%	0	0	0	3.5	0	0.00	1	0.87	3.416666	5.09
<b>Totals</b>		<b>267</b>	<b>100%</b>	<b>0</b>	<b>1.05</b>	<b>2.77</b>	<b>1.50</b>	<b>0.34</b>	<b>0.74</b>	<b>0.46</b>	<b>103,632.8</b> <b>2</b>	<b>439.60</b>	<b>4.44</b>
<b>Mutual Aid Given Incidents</b>		<b>1</b>											





## **Memorandum**

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

**FROM:** Chief Kevin Kloehn

**DATE:** June 13, 2023

**RE:** NMFR's 2024 Budget Formula

I've attached the proposed cost distribution formula for our 2024 budget for your review. I am requesting consideration and action to recommend the Cities of Neenah and Menasha Common Council's approved the proposed 2024 cost distribution formular with the City of Neenah's share at 60.34% and the City of Menasha's share at 39.66%.

If you have any questions, please feel free to contact me at 886-6201.

Thank you.

KK/te

Attachment





**Neenah-Menasha Fire Rescue  
Cost Distribution Formula for Budget Year 2024  
Factors as of 12/31/22**

Formula Item	Total	Proportionate Share	25% Weighted Factor	Weighted Share Neenah	Weighted Share Menasha
1. Population Estimate - Neenah	27,361	60.47%	0.25	0.1512	
Population Estimate - Menasha	17,889	39.53%	0.25		0.0988
<b>Population Estimate as of 7/1/22 (a)</b>	<b>45,250</b>	<b>100.00%</b>			
2. Equalized Value (w/TIF) - Neenah (b)	\$ 2,733,410,000	64.50%	0.25	0.1612	
Equalized Value (w/TIF) - Menasha ©	1,504,477,700	35.50%	0.25		0.0888
<b>Equalized Value as of 1/1/22</b>	<b>\$ 4,237,887,700</b>	<b>100.00%</b>			
3. Service Calls - Neenah	1,945	60.52%	0.25	0.1513	
Service Calls - Menasha	1,269	39.48%	0.25		0.0987
<b>Service Calls during 2022</b>	<b>3,214</b>	<b>100.00%</b>			
4. Square Miles - Neenah	9,880	56.01%	0.25	0.1400	
Square Miles - Menasha	7,760	43.99%	0.25		0.1100
<b>Square Miles as of 12/31/22</b>	<b>17,640</b>	<b>100.00%</b>			
<b>Total Weighted Factors</b>				<b>0.6037</b>	<b>0.3963</b>
<b>Total Proposed Cost Distribution Formula - 2022 Factor for 2024 Budget</b>				<b>60.37%</b>	<b>39.63%</b>
Previous Year Cost Distribution Formula				60.34%	39.66%
<b>Increase (Decrease) from Previous Year</b>				<b>0.03%</b>	<b>-0.03%</b>

a. Population estimates per the United States Census Bureau

b. Neenah - Equalized Value

Equalized Value (Per Wisconsin Dept of Revenue)	\$ 2,731,410,000
Alliant Energy (Per WI Dept. of Administration)	2,000,000
	<u>\$ 2,733,410,000</u>

c. Menasha - Equalized Value

Equalized Value (Per Wisconsin Dept of Revenue)	1,463,645,400
UW-Fox Valley (Per WI Dept. of Administration)	40,832,300
	<u>\$ 1,504,477,700</u>





## **Memorandum**

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

**FROM:** Chief Kloehn

**DATE:** June 19, 2023

**RE:** Shared Equipment Agreement

As you all know, the challenges of replacing equipment is beyond frustrating due to the lead times of replacements. The area Fire Chief's have been meeting recently and came up with an idea of sharing equipment, when needed, for short term needs. The intent of this agreement is to not have each department supplement each other by using things long-term. It's meant to help a department out that has a short-term need. Therefore, the following agreement is attached for your review. This has been reviewed by the City Attorneys. We are asking for consideration and action to recommend both Councils approve this agreement.

If you have any questions, please call me at 886-6201.

Thank you.

KK/te

Attachment



## **EQUIPMENT SHARING AGREEMENT BETWEEN AREA FIRE DEPARTMENTS**

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes. The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations. The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

### **PURPOSE**

The purpose of this Agreement is to create a system for the occasional and temporary sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations. The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

### **TERM**

The term of this Agreement shall be from August 1, 2023 through December 31, 2024. This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the authorized representative(s) of the municipality, as applicable.



## **EQUIPMENT USAGE**

### **a. Availability of Equipment:**

Each Department shall make a list of available equipment, which lists shall collectively be attachment "A" to this Agreement.

Requests shall be responded to promptly. Each party, at their discretion, may deny a request for Equipment. Generally, parties agree to make reasonable effort to provide requested equipment unless it places a burden on the Provider, or if resources are inadequate, unavailable, or already in use.

The Provider may request the immediate return of equipment from the Borrower to prevent inadequate resources being available for the provision of emergency services to the Provider's community. Upon a request for immediate return under this paragraph, the Borrower shall work with the Provider to return the equipment as soon as possible.

The Provider may request the return of equipment by a future date. Upon request Borrower shall return equipment on the date requested or if no date is specified as soon as practicable and without unreasonable delay.

### **b. Contact Person.**

Each Party agrees to appoint a person or persons to act as liaison(s) for each request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated on attachment "B" to this Agreement.

### **c. Fees for Equipment.**

Provider shall not charge Borrower for use of equipment unless Provider and Borrower mutually agree in advance or reimbursement is available from a third party, in which case fees shall be charged according to Provider's current fee schedule or the FEMA rate for the specific equipment or reasonably comparable equipment if Provider has not established a separate fee schedule.

### **d. Delivery/Pickup.**

Borrower shall contact Provider as well in advance as reasonably possible of the need for equipment and Borrower and Provider shall mutually agree upon a time and location for pick-up and delivery of Equipment.

Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements.





Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Condition of Equipment.

Provider shall ensure that any Equipment being shared has been or is serviced consistent with recognized industry standards prior to Borrower's pick-up.

NO WARRANTY --Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

f. Inventory and Inspections.

Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inventoried and inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned and shall be documented on an inventory and inspection form, attachment "C" to this Agreement. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are in good working condition at the time Borrower picks up the Equipment, and which must have adequate tread depth and inflation pressure to ensure safe and legal operation. The parties shall assure that digital photographs of the equipment are taken at the time of pickup and shared with each party to ensure that any existing damage is documented appropriately.

g. Operations and Safety Manuals.

At the request of the Borrower the Provider shall make a copy of Equipment operation and safety manuals available to Borrower at the time of Equipment pickup.

h. Short-Term Sharing:

The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.



i. Operator Qualifications.

The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator(s).

j. Usage Requirements.

Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

k. Borrower Responsible for Charges and Fees.

Borrower is responsible for securing any permits required prior to use of Equipment and is responsible for any forfeitures, fines or other penalties or liens that might be incurred arising from or in connection with Borrower's use, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with Borrower's use of shared Equipment.

l. Fuel and Operating Fluids.

Borrower shall be responsible for supplying all fuel and other operating fluids used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) and other fluid reservoirs are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) and other fluid reservoirs are full when it returns the Equipment to Provider.

m. Maintenance and Repair of Equipment / Responsibility for Damage.

Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct



levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation due to no fault of the Borrower, and
2. Equipment, is being used as intended by the manufacturer, and
3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, and/ or
2. Operating Equipment in a manner not intended by the manufacturer, and/ or
3. Operating Equipment without performing required maintenance, and/or
4. The cost of repairing Equipment damage is due to accidents caused by equipment defects or malfunction.
5. When Borrower is otherwise at fault resulting in the need for the repair or replacement.

Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation.

In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, for actual cash value for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower may seek reimbursement from the third party's insurance carrier and Provider shall cooperate with Borrower as necessary to provide any necessary documentation related to such claim.



## **INSURANCE**

During the term of this agreement, each Party will keep in force, at its own expense, liability, property insurance and comprehensive in such amount as is determined by their respective municipality. Information as to insurance coverage shall be provided to other parties as necessary and upon request.

## **EMPLOYMENT STATUS & LIABILITY**

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third-party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement.

Each party hereto agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Subject to any limitations contained in Sec. 893.80 and any similar statute, of the Wisconsin Statutes, each party further agrees to hold all other parties to this Agreement harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the indemnifying party while acting within the scope of their employment.

The parties hereto intend by this indemnification, that each party will be responsible for the acts and omissions of its own officers, employees, agents, contractors, subcontractor and invitees to the extent not caused by, aggravated by, or enhanced by any other party's officers, employees, agents, contractors, subcontractor and invitees.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees.





No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

#### **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

#### **TERMINATION**

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all Equipment shall be returned to Provider(s) and the provisions of this Agreement pertaining to responsibility for fees and charges, repair and replacement of equipment, no warranty, and liability and insurance shall remain applicable for any incidents, suits, claims or potential claims relating to this agreement.

#### **ENTIRE AGREEMENT & AMENDMENT**

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

#### **SIGNATURES**

The Municipality/Department signatory certifies that this Equipment Sharing Agreement has been approved by the Municipality and that the signatory is authorized to sign on behalf of the Municipality/Department so that this Agreement is binding upon the Municipality/Department.

[Signatures will be on separate pages]



## Attachment A – Departmental Lists of Equipment

- Fire Apparatus
- Ambulances
- Specialized Vehicles
- Special Operations Equipment (Technical Rescue, Hazardous Materials, Dive Rescue)
- Durable Medical Goods (Heart Monitors, Suction Units, Mechanical Chest Compression Units)
- Self-Contained Breathing Apparatus (SCBA's) or other Respiratory Protection Components
- Training Props, Simulators, Manikins, and associated equipment
- Communications Equipment and Components
- Vehicle Extrication Equipment
- Testing and Calibration Equipment
- Other miscellaneous equipment to be mutually agreed upon

## Attachment B – Department Liaisons

*Jeremy Hansen  
Fire Chief  
Appleton Fire Department  
700 North Drew St.  
Appleton, WI 54911*

*Erick Gerritsen  
Fire Chief  
Fond du Lac Fire Rescue  
815 S. Main St.  
Fond du Lac, WI 54935*

*Todd Sweeney  
Fire Chief  
Fox Crossing Fire Department  
1326 Cold Spring Road  
Neenah, WI 54956*



*Steve Denzien  
Fire Chief  
Grand Chute Fire Department  
2250 Grand Chute Blvd.  
Grand Chute, WI 54913*

*Matthew Knott  
Fire Chief  
Green Bay Metro Fire Department  
501 S. Washington St  
Green Bay, WI 54301*

*Jake Carrel  
Fire Chief  
Kaukauna Fire Department  
201 Reaume Ave  
Kaukauna, WI 54130*

*Kevin Kloehn  
Fire Chief  
Neenah-Menasha Fire Rescue  
125 Columbian Ave.  
Neenah, WI 54956*

*Mike Stanley  
Fire Chief  
Oshkosh Fire Department  
101 Court St.  
Oshkosh, WI 54901*

Attachment C – Inventory and Inspection Form



Attachment C – Inventory and Inspection Form

Description of Item(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Safety Condition:      Excellent:     Good:       Fair:       Poor:

Note: \_\_\_\_\_  
\_\_\_\_\_

Problem or Repairs Needed:

Note: \_\_\_\_\_  
\_\_\_\_\_

Other:

Note: \_\_\_\_\_  
\_\_\_\_\_

Pictures of Equipment Taken:    Yes:       No:       NA:

Inventory Completed:            Yes:       No:       NA:

Inspector Name: \_\_\_\_\_      Inspector Dept: \_\_\_\_\_

Receivers Name: \_\_\_\_\_      Receiver's Dept: \_\_\_\_\_

Anticipated Return Date: \_\_\_\_\_

Today's Date: \_\_\_\_\_







## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee Members  
Director Sassman  
Director Rasmussen

**FROM:** Chief Kevin Kloehn

**DATE:** June 14, 2023

**RE:** Fire Chief Replacement

My official retirement date from Neenah-Menasha Fire Rescue will be January 12, 2024. A meeting was held with our Joint Fire Commission to come up with a hiring timeline for my replacement. During this discussion, Director Fairchild noted she would ideally like a one month overlap for me to work with and train our new Fire Chief. The hope was to have someone start on December 1, 2023. If we have someone begin on 12/1/23, this will increase salaries and benefits by \$12,000 and this is not budgeted in our 2023 budget. I am looking for direction on exceeding the budget to bring on a replacement with a one month overlap or to have the person start in the beginning of January.

If you have any questions, please contact me at 886-6201.

KK/te





## **Memorandum**

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**TO:** NMFR Joint Finance & Personnel Committee Members  
Director Sassman  
Director Rasmussen

**FROM:** Chief Kevin Kloehn

**DATE:** June 14, 2023

**RE:** 2024 Retirements and Replacements

Our current hiring practice has been to hold positions open and hire all replacements in early Spring. They complete a five-week recruit academy and begin 24-hour shifts after that time. We would backfill positions as needed with overtime as staffing levels dropped and/or have overlap for no more than one month until the person they were replacing retired. In the past, this has worked well as we would budget at the higher salary, to cover any needed overtime for the open position, and then the replacement comes in at a lower salary. However, the last few years, Finance has begun budgeting the retiree's position only until the end of the month of their anticipated retirement date and nothing for that position until the new person started. For example, if someone retires in January they budget at the higher wage rate until January 31<sup>st</sup> and their replacement begins recruit school March 1<sup>st</sup>. There are no wages and/or extra budgeted overtime dollars to cover any backfill that may be needed for this position from February 1<sup>st</sup> until April 15<sup>th</sup> to maintain minimum staffing levels. There are budgeted funds to cover the replacement while they are in recruit school.

To add complication to our hiring, we have area departments who have started holding Spring and Fall recruit schools and/or hiring large amounts of firefighters (20+) at one time, which wipes out our hiring list before we can make offers. In addition, some departments are lowering their hiring requirements to be able to get people and are paying for their wages and class costs to obtain certifications that we require upon hiring.

We have been looking at how we can try to balance our overtime budget and how we can also hire our top people on our list. One idea we have is to look at how many retirements we will have in an upcoming year. If there are four, or more, we will look at when the retirements will be and hold a Fall recruit school to have people trained and ready to fill positions for the early retirements and hold a Spring hiring to hire the rest of the replacements. In 2024, we anticipate two retirements in January, one in February, one in June and one in December.



We would like to discuss the idea of hiring two replacements around October 1, 2023 and have them complete their 5 weeks of recruit school and will be ready to fill the two retiree positions in January. We would hire the remaining two around the beginning of March for the January and June retirements. It's tough to run a recruit school before the beginning of March due to weather conditions and it's also difficult when there is only a one-person recruit school. We would have overlap of one position from mid-April through mid-June. However, per the Labor Agreement, we can have them bounce between shifts for the first 60 days to cover any shifts of overtime.

The additional cost for wage and benefits to hire two extra people in October is estimated at \$40,000. We have not discussed with either Finance Director if there is a possibility of covering these additional funds especially with situation of our current budget deficit. We are bringing this forward as a discussion item to see your thoughts on the direction or the future.

If you have any questions, please feel free to call me at 886-6201.

KK/te

