

Village of Mukwonago
Notice of Meeting and Agenda

JOINT VILLAGE & TOWN BOARD MEETING
Wednesday, June 19, 2024

Time: **5:30 pm**

Place: **Mukwonago Village Hall, 440 River Crest Ct., Mukwonago, WI 53149**

1. Call to Order

2. Roll Call

3. New Business

- 3.1 Discussion and possible action on capital expenditure of engine replacement and prepayment option.

[FD CIP Engine Replacement AIRF 06-07-2024.docx](#)

[Mukwonago Stainless Engine Proposal 053024.pdf](#)

[Reliant - Pierce Mukwonago Customer Contract 5.22.2024 50% Prepayment Terms.pdf](#)

[Engine Manufacturer Comparison Chart 05-2024.pdf](#)

- 3.2 Discussion and possible action regarding MOU Of Joint Amended Joint Agreement, Section V Part "E" regarding use of annual settlement excess revenues.

[Amended Joint Fire Town and Village Fire EMS Dept agreement Signed 11-08-2023.pdf](#)

- 3.3 Discussion and possible action on Barkow Residency Variance Request.

[Barkow Residency Variance Cover Report](#)

[Barkow Residency Variance Request Letter 05-28-2024.pdf](#)

[Union Contract Residency 2020-2025.pdf](#)

4. Adjourn

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Municipal Clerk's Office, (262) 363-6420.



Agenda Cover Report

Date: 06-06-2024	Committee/Board: Joint Town and Village Board
Submitted by: Chief Jeffrey Stien	Department: Fire
Date of Committee Action: NA	Date of Village Board Action: 06/19/2024

Subject: Capital Improvement Plan- Fire Department Engine Replacement
Executive Summary: <p>Engine 32 has been in the CIP for replacement in 2026. This one apparatus will replace the two engines. One engine was sold in 2023 to accommodate decreasing bay space available. Due to staffing challenges and modifying the fleet size and capability for current and future firefighting this engine will be on a 25–30-year replacement schedule. By committing at this time will ensure pricing at the time of delivery. Possibility to apply down payment to offset cost. Sale of E32 will be applied to offset replacement. Manufacture times vary from 24-48 months. Staff recommendation is Pierce Manufacturing for their reliability, quality, service provided, Wisconsin based, and height.</p>
Fiscal Impact: <p>Has been in CIP for several years. Some saving with pre-payment. 50/50 \$1,300,000.00 financial split in 2026 or 2028 dependent on manufacturer chosen. This is for the apparatus only.</p>
Executive Recommendation/Action: <p>Recommendation to sign contract with Pierce for Fire Department Engine Replacement FY2028.</p>

Attachments Included:

- Reliant - Pierce Mukwonago Customer Contract 5.22.2024 50% Prepayment Terms
- Mukwonago Stainless Engine Proposal 053024
- Engine Manufacturer Comparison Chart 05-2024

May 30th, 2024

Mukwonago Fire Department
1111 Fox St.
Mukwonago, WI 53149

Dear Mukwonago Fire Department:

We are pleased to present our proposal for purchasing (1) E-One Stainless E-Max Rescue Pumper as detailed in the enclosed specifications 134156 dated 5/30/2024. This unit has a projected delivery within 35 months of the order. Final delivery will depend on add-ons and equipment additions. Payment for the truck is due on delivery to the Fire Service Inc. facility before add-ons or modifications. This proposal is valid until 7/31/2024 with the following conditions. Price increase is possible on July 1, 2024, if price increase is enacted, pricing protection will be applied for at that time which is good for 30 days (7/31/2024).

- Delivery to Mukwonago, WI
- Pre-build trip to Ocala, FL, for 3 department members
- Final inspection trip to Hamburg, NY, for 3 department members
- Pre-delivery inspection by Fire Service Inc.
- Up to three days of training at your facility
- Various extended warranties & Financing options upon request.
- 2027 X15 Cummins Pricing Included

The price for this unit, as specified at delivery and acceptance, is:

\$1,253,883

There is one Pre-Payment Rebate Available. 50% Prepayment (\$629,383) will receive \$68.97 per day for the number of days money is held at E-One. (Includes \$5015.53 Performance Bond)

The price for this unit, as specified with a 50% Prepayment Rebate (1065 Days), would be approximately:

\$1,187,379

Thank you for your interest in Fire Service, Inc., and E-One for this purchase consideration.
Sincerely,

Trevor Huppert

Southeast WI Sales Rep. - Fire Service Inc.

Fire Service, Inc. Locations:

9545 N. Industrial Dr.
St. John, IN 46373

1719 S. Franklin Rd.
Indianapolis, IN 46239

105 S. Industrial Drive
Lake Mills, WI 53551

1743 Quincy Avenue
Naperville, IL 60540

1805 High Grove Ln.
Naperville, IL 60540



This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between Reliant Fire Apparatus, Inc., a Wisconsin corporation (“Reliant”), and the Mukwonago Fire Department, Wisconsin (“Customer”), is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Reliant pursuant to the Specifications.
- b. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Reliant Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“Reliant Proposal”** means the proposal provided by Reliant attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date Reliant is prepared to make physical possession of the Product available to the Customer.
- e. **“Acceptance”** The Customer shall have the opportunity, as described in Section 9(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Reliant receives a Notice of Defect within the time frame described in Section 9(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Reliant’s sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Reliant (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,195,723.00 (“Purchase Price”). Prices are in U.S. funds. Accepted forms of payment include cash, check, money order, wire transfer, or ACH payment. Credit card or purchase card (P-Card) payments are not accepted.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Reliant will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Reliant incorporate a change to the Products or the Specifications for the Products by delivering a change order to Reliant; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Reliant to evaluate the feasibility of such change (“Change Order”). Within [ten (10) business days] of receipt of a Change Order, Reliant will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Reliant shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Reliant’s authorized representative. Manufacturer and/or supplier cost increases or surcharges imposed after the time of contract execution, beyond the control of Reliant, that have not been calculated into the contract amount will be documented and itemized as increases for the Customer on the Change Order.

7. Persistent Inflationary Environment Changes. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compound annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. The seller will document any such updated price for the customer’s approval before proceeding and provide an option to cancel the order.

8. Cancellation/Termination. In the event this Agreement is cancelled or terminated before completion, Reliant may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Reliant; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Reliant endeavors to mitigate any such costs through the sale of such

Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Reliant upon sale of the Product to another purchaser, plus any costs incurred by Reliant to conduct any such sale.

9. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within approximately 45.5 – 48.5 months of the Effective Date of this Agreement, F.O.B. Mukwonago Fire Department, Wisconsin, Risk of loss shall pass to Customer upon Delivery. Any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available during process, and a final firm delivery will be provided when committed. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Reliant with written notice sufficient to permit Reliant to evaluate such non-conformance (“Notice of Defect”). Any Product not in substantial conformance to material Specifications shall be remedied by Reliant within thirty (30) days from the Notice of Defect. In the event Reliant does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

10. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, Wisconsin, 53086
Fax (262) 297-5022

Customer
Mukwonago Fire Department
1111 Fox Street
Mukwonago, WI 53149

11. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Reliant’s authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RELIANT, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Reliant be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Reliant’s own negligence, or otherwise.

12. Insurance. The Original Equipment Manufacturer (Pierce Manufacturing, Inc.) maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Reliant to have Pierce provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included by Pierce as an additional insured for Commercial General

Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

13. Force Majeure. Reliant shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Reliant's control which make Reliant's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, vehicle accidents during manufacturing and/or testing and/or delivery, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

- a. Commercial Chassis Price Volatility. Company shall not be responsible for any commercial chassis price increases enacted by a commercial chassis supplier after the execution of this contract. Any commercial chassis price increases will be passed through to end user and will be documented on a Change Order. Price reflects an estimate for the commercial chassis; final price of the contract may be adjusted upon final cost from the chassis manufacturer.
- b. Component Price Volatility. Company shall not be responsible for any unforeseen price increase enacted by suppliers of major components of the Product (including but not limited to engine, transmission, and fire pump) after the execution of this Agreement. Any price increases for major components of the product will be passed through to the Customer and will be documented on a Change Order.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Reliant fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Reliant.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Reliant until the entire Purchase Price has been paid and that payment has cleared Reliant's financial institution. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Reliant until the Purchase Price for that Product has been paid in full and that payment has cleared Reliant's financial institution. In case of any default in payment, Reliant may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Reliant's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Reliant's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Reliant Proposal, the Reliant Proposal shall control. In the event there is a conflict between the Reliant Proposal and this Agreement, the Reliant Proposal shall control.

22. Signatures. This agreement is not effective unless and until it is approved, signed and dated by Reliant Fire Apparatus Inc.'s authorized representative.

Accepted and agreed to:

RELIANT FIRE APPARATUS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER: Mukwonago Fire Department, Wisconsin

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Reliant Fire Apparatus, Inc.
880 Enterprise Drive
Slinger, WI 53086
Fax (262) 297-5022

Date: May 22, 2024

Customer Name: Mukwonago Fire Department, Wisconsin

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce Velocity	PUC Pumper	\$1,298,715.00
			\$
			\$
			\$
			\$

Contract is for purchase of one (1) Pierce Velocity PUC Pumper per Reliant Fire Apparatus, Inc. proposal #891 presented to the Mukwonago Fire Department.

Warranty Period: Warranty includes one (1) year bumper to bumper warranty. Warranty details of other coverages and terms and conditions are included in full in Proposal #891.

Training Requirements: New vehicle orientation to be provided by Reliant Fire Apparatus at the Mukwonago Fire Department after delivery of the completed apparatus.

Other Matters: Contract pricing valid if signed prior to August 1, 2024. Pricing includes a 100% performance bond.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: Prepayment due in full of \$650,945.00 at time of receipt and acceptance of contract or purchase order will yield a prepayment discount in the amount of (\$102,992.00) making the contract price \$1,195,723.00 as reflected on page 1, item #4. The remaining balance of \$544,778.00 +/- any changes is due Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location. If prepayment is not made, the discount will not be applied and the contract will revert to standard terms with payment in the amount of \$1,298,715.00 and +/- any changes is due Reliant Fire Apparatus, Inc. N10 days prior to final inspection and delivery from the Pierce Manufacturing, Inc. build location.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Reliant.] All taxes, excises and levies that Reliant may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Reliant to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Reliant will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Reliant substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Reliant shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Reliant or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Reliant, Reliant shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF MAY 22, 2024 BETWEEN RELIANT AND THE MUKWONAGO FIRE DEPARTMENT, WISCONSIN WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT

TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY RELIANT HEREIN.

EXHIBIT B

WARRANTY

WARRANTY CERTIFICATES OF COVERAGE ARE INCLUDED IN RELIANT FIRE APPARATUS PROPOSAL #891 PRESENTED TO THE MUKWONAGO FIRE DEPARTMENT, WISCONSIN DATED MAY 1, 2024.

EXHIBIT C

RELIANT PROPOSAL

PROPOSAL FOR APPARATUS TO BE PROVIDED UNDER THIS CONTRACT IS RELIANT FIRE APPARATUS PROPOSAL #891 PRESENTED TO THE MUKWONAGO FIRE DEPARTMENT, WISCONSIN DATED MAY 1, 2024.

Manufacturer	E-One (Fire Service Inc.)	Pierce (Reliant Fire Apparatus)	Rosenbauer (Jefferson Fire & Safety)
Delivery Time	35 Months	45.5- 48.5 Months	24-25 Months
Plant Location	Florida/ New York	Appleton, WI	South Dakota
Inflationary Clause	None	Yes- No cancellation penalty	Yes- With Cancellation Penalty
Cost	\$ 1,253,883.00	\$ 1,298,715.00	\$ 1,319,577.00
Performance Bond	Included	Included	
Work Order Increase	Yes	Yes	Yes
Next Price Increase	8/1/2024	8/1/2024	6/28/2024
Prepayment Option	Yes- 0%, 50%	Yes- 0%, 25%, 50%, 75% and 100%	Chassis on delivery only
Prepayment Option Savings 50%	\$ 73,453.05	\$ 102,992.00	NA
Engine Emmissions	2027 Standard	2027 Standard	2027 Standard
Overall Length	33'9 1/2"	35'10"	38'6"
Height	10'8"	10'	10'10"

**AMENDMENT TO THE “AMENDED JOINT TOWN OF MUKWONAGO AND
VILLAGE OF MUKWONAGO FIRE/EMS DEPARTMENT AGREEMENT” ENTERED
INTO ON MAY 13, 2021**

This Amendment to the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” is entered into by and between the Village of Mukwonago, a municipal corporation organized and existing under the laws of the State of Wisconsin with principal offices at 440 River Crest Court in said Village, hereinafter referred to as “Village,” and the Town of Mukwonago, a municipal corporation organized and existing under the laws of the State of Wisconsin with principal offices at W320S8315 Beulah Road in said Township, hereinafter referred to as “Town.”

RECITALS

WHEREAS, on May 13, 2021, the Village and Town executed an “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement”; and

WHEREAS, both the Village and Town have determined that an increase in Fire Department staff is necessary to promote the health, welfare, and safety of each community and to provide the best Fire and Emergency response services to each community; and

WHEREAS, in recognition of the foregoing, in 2022 both the Village and Town passed a referendum agreeing to add \$406,349 to each community’s property tax levy for the purpose of funding 6 (six) additional Fire Department staff; and

WHEREAS, the referendum also intended to set up any excess fund balances to offset any future budgetary needs in relation to these new positions; and

WHEREAS, the Village and the Town wish to memorialize the aforementioned arrangement stemming from the 2022 referendums in each community by amending the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement,” which was executed on May 13, 2021; and

WHEREAS, the Section VI of the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” states that “This agreement may be amended at any time by the mutual consent of the parties,” and each party gives such consent; and

WHEREAS, the Village and the Town freely enter this amendment in the mutual interests of both communities; and

WHEREAS, all other terms and conditions contained in the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” remain the same and unaffected by the amendments enumerated herein;

NOW THEREFORE, the Village and the Town agree to amend the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” as follows:

SECTION V, PART “G” IS CREATED AS FOLLOWS:

In 2022, a referendum was passed by both the Village and Town adding \$406,349 to each community’s property tax levy on an ongoing basis for the purpose of funding (six) 6 additional Fire Department staff. This levy amount is in addition to the annually agreed upon contribution by both entities to the joint department and one-twelfth (1/12th) is remitted monthly to the department. Expenditures that are funded by the referendum are tracked in a segregated sub-set of accounts in the Fire Department Fund. Any excess referendum revenues over these expenditures are retained in a restricted fund balance at year end to cover future increases in costs for these six (6) staff members.

SECTION V, PART “E” IS AMENDED BY ADDING THE FOLLOWING LANGUAGE AT THE END OF THE EXISTING CLAUSE:

The annual settlement excludes any excess revenues from referendum activity as described in the previous section. The Village and Town may, on an annual basis and if agreed to jointly, make a motion to retain some or all of the annual settlement for a specific purpose or to establish or replenish an assigned fund balance to offset any future budgetary shortfalls. The assigned fund balance is to be maintained at an amount no less than \$150,000.

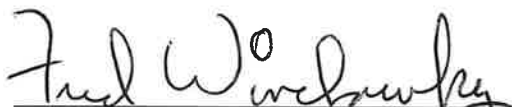
EFFECTIVE DATE

These Amendments shall be effective upon signing.

These amendments to the “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, or such public boards committees, commissions or entities as shall succeed substantially to the rights, powers, and duties of the parties hereto respectively.

IN WITNESS WHEREOF, the amendments enumerated herein are incorporated into the existing “Amended Joint Town of Mukwonago and Village of Mukwonago Fire/EMS Department Agreement” that was executed on May 13, 2021, and executed on behalf of the Village and the Town by the signatures below.

Dated this 18th day of October 2023.
VILLAGE OF MUKWONAGO


Fred Winchowky, Village President


Diana Dykstra, Village Clerk-Treasurer

Dated this 2 of November 2023.
TOWN OF MUKWONAGO



Peter Topczewski, Town Chairman



Kathy Karalewitz, Administrator/ Clerk-Treasurer



Agenda Cover Report

Date: 06-11-2024	Committee/Board: Joint Town and Village Board
Submitted by: Chief Jeffrey Stien	Department: Fire
Date of Committee Action: 06/19/2024	Date of Village Board Action: 06/19/2024

Subject: FT Firefighter/ Critical Care Paramedic request for variance to Union 4585 Contract Residency Requirement.
Executive Summary: Union 4585 2020-2025 Contract states: Residency requirement is 25-mile radius of the intersection of CTH ES and HWY 83 within six (6) months of coming off probation. Barkow's FT hiring was 07/01/2023. She is scheduled to come off probation on this date in good standing, meeting all required training, certification and licensure requirements. She was promoted to Lieutenant 12/07/2023 and is scheduled to coming off officer probation soon. Original hire date of 07-11-2005 to 07-01-2011 resigned to go to go to school fulltime for BA degree and rehired 04-23-2015 to being hire fulltime in 2023. See Barkow letter attached for detailed justification. Highlighted justifications: <ul style="list-style-type: none"> • Family stability- raising 14-year child primary custody from marriage • Primary support system for aging parents in their seventies approximately 10 minutes from primary residence • Financial stability
Fiscal Impact: None
Executive Recommendation/Action: Recommendation to consider request for variance. Being a contract requirement possibly legal review for consideration. With increasing difficulties in recruiting strong employees within a restricted area we need to be more flexible with the changing society. Public safety is not the only department that struggles with recruiting qualified candidates within constricted requirements.

- Attachments Included:**
- Barkow Residency Variance Request Letter 05-28-2024

Chief Stien,

5/28/2024

I am writing you to officially request a variance of the twenty-five-mile residency requirement listed in the current terms of employment with the Mukwonago Fire Department. As a single mother and sole household income I typically excel at problem solving whatever is thrown my way, but I currently have no positive realistic solutions for the residency requirement.

The first identifiable issue is simply money. Plugging my current address into the mapping circle you provided, and realizing I was six miles outside of the residency requirement, my heart sank knowing this potentially could pose a problem for the career I worked so hard to attain for so many years. When I accepted the position I had high hopes for the possibility of a reasonable relocation in the allotted timeframe, but I fear this is now unattainable. I have diligently watched the market, researching housing options, anxiously hoping the thirty-year high interest rates would start to come back into reasonable ranges, and routinely crunching the numbers looking for feasible justification rationale to undergo a move at least six miles closer. Sadly, in the current market selling my current home would not provide enough funds to purchase a new home, and record interest rates would make the potential mortgage payment unmanageable in essence put my family's already tight financial stability in jeopardy causing unjustifiable catastrophic financial ruin.

The second identifiable issue is structure and stability for my son. Over the last four years in conjunction with endless work by counselors, family support, consistent structure and stability he has started to adjust to post divorce life making positive improvements both physically and mentally. Taking the new position at MFD has been a new challenge, thrusting him prematurely into adult-like situations. Arguably it is difficult for adults, spouses, or partners to adjust to the twenty-four-hour shift schedule, adding strain to the day-to-day routines. The saying "it takes a village to raise a child" has never rung truer since I changed employment as I have relied heavily on my parents, and his older siblings to aid in his care, transportation, and support while I am on shift. Our household went from having nightly dinners together discussing the events of the day, to Facetime conversations between calls at the station. This has left my son feeling alone, slightly abandoned, and fearful of the overnights bringing up residual issues. Having my parents and his siblings all within a ten-minute radius to support him when he gets scared has been priceless. Separating him from his support network would have detrimental effects.

Finally, I have become the primary "helper" for my aging parents who are located 10 minutes from my current residence. While their health remains good overall, the last few years have been plagued with an increasing number of medical issues requiring my assistance. Not only would the increase in response time in the event they have issues possibly have detrimental consequences, but taking away their weekly participation in my son's life has the potential of negative mental health effects. Statistically it is proven keeping elders involved in the lives of their grandchildren has numerous positive health benefits allowing them to have a more fulfilling life, which has been evident with my parents.

I hope I was able to provide adequate reasons for you to grant my residency variance request. Please let me know if you have any questions or require any further information clarification.

Sincerely,



Lt Jennifer Barkow

ARTICLE XXIV. UNIFORM ALLOWANCE

Upon appointment to the Fire Department, each member of the bargaining unit shall be provided, at Department expense, the items of uniform and equipment as determined by the Department including uniform, Turnout Gear, Metal Hardware, All Authorized Patches, Communication Equipment and Miscellaneous Items. In the event the items on the list change from the currently provided items (which have previously been reviewed between and agreed by the Department and Union), such changes will be discussed with the Union. The list of items furnished to the new firefighter shall be provided to the Union.

All items of uniform and equipment shall remain the property of the fire department for the members first eighteen (18) months of employment or end of probation (whichever is longer) and shall be returned to the Department upon termination. Items of uniform and equipment for members off of probation and more than eighteen (18) months of employment shall be considered personal property except for all Turnout Gear, All Authorized Patches, Communications Equipment, and Miscellaneous Items, shall remain Department property and shall be returned to the Department on termination/resignation regardless of the length of service.

Each member of the bargaining unit shall receive a uniform expense reimbursement not to exceed five hundred dollars (\$500.00) annually. Newly hired employees shall not be eligible for a uniform allowance until they have completed one full year of employment with the Department. During the second year of employment, the firefighter shall receive a prorated amount of uniform allowance calculated from his/her anniversary date to the end of the calendar-year. Expenses not charged directly to the department will only be reimbursed after proper receipts are submitted to the Fire Chief or his designee. The uniform expense reimbursement is to be regulated and controlled by the Fire Chief, until replacement of defective clothing is ordered. The Five Hundred Dollar (\$500.00) annual reimbursement applies only to items which constitute the Uniform and other non-issue items as approved by the Fire Chief. Turnout gear shall be replaced by the Department as deemed necessary by the Fire Chief.

ARTICLE XXV. PROBATIONARY PERIOD

All newly-hired employees will serve a probationary period of twelve (12) months and a minimum of 2,912 hours worked. A probationary period may be extended for up to six (6) months (1,456 hours) at the discretion of the Fire Chief. The Employer will provide notice to the Union of any extension.

During this probationary period, the employee shall not attain any seniority and shall be subject to dismissal for any reason without recourse to the grievance and arbitration procedure and without recourse to a Fire Commission appeal or hearing. Upon completion of the probationary period, the employee shall be granted seniority rights and all benefits earned by the employee from the employee's most recent date of hire.

ARTICLE XXVI. RESIDENCY

Members of the bargaining unit shall reside within twenty-five (25) mile radius of the intersection of County Highway ES and State Highway 83. Employees shall meet this requirement within six (6) months following completion of their probationary period.