

Fire Commission Meeting

Middleton Fire District

City of Middleton, Town of Middleton, Town of Springfield, Town of Westport

Thursday, July 16, 2015

6:00 PM

MIFD Station 1

7600 University Avenue

Middleton, WI

Commission Members Present: Ken Sipsma, Dan Dresen, Julie Brunette, Howard Teal

Commission Members Absent: Bill Kolar

Officers Present: Chief Aaron Harris, Assistant Chief Gillitzer, Battalion Chief Brad Subera, Battalion Chief Jesse Schluter, Captain Mark Reigel, Captain Koski

Others Present: Mary Roessler

The meeting was called to order by Sipsma at 6:01 p.m.

1. Approval of the July 16th Agenda Posting

- Motion made by Dresen and seconded by Teal to approve the July 16th Agenda posting. Roessler confirmed it was properly posted. Motion passed.

2. Approval of the June 18th Minutes

- Motion made by Brunette and seconded by Dresen to approve the June 18th Minutes. Motion passed.

3. Quarterly Inspection Report

- Subera reported that Inspector Bob Weber has recently finished inspections in the Industrial Park and the Southwest Quadrant. There are a few new buildings ready for occupancy, including two apartment buildings. Weber has the following left to inspect: Research Way, mainly PPD buildings, apartments, and also the Town of Springfield second inspections. Dresen inquired if the Town of Springfield would need an ordinance to change the annual inspections requirement from two to one. Harris confirmed that he would need to change the ordinance, that it is driven by each municipality.
- Subera noted it has come to his attention, and Harris is aware, that there are some discrepancies in the 2014 inspection numbers. Harris and Subera will be meeting with the Fire Department's State Coordinator, Mike Fehrenbach, on Monday to address these discrepancies.
- Reigel noted that he is done with all of the tank inspections at 72 sites, with 137 total tanks. He has some minor follow ups at 17 sites.

4. Quarterly Education Report

- Subera reported the following activities since the last report:
 - 14 Station education sessions (including station tours, fire truck rides to schools, citizen academy)
 - 4 Education sessions away from the station (library show, Kindercare, tractor safety course, St. Lukes)
 - 5 Fire truck displays and kids parades (UWPD, Breakfast on the Farm, Middleton Beach Party, Ashton Picnic, Swim West)
 - 7 Car seat checks
 - 3 MHS fire truck escorts – Lacrosse, Track, and Tennis teams
 - Public education sessions with 191 adults, 369 children, and 2 community service youths

5. Personnel Report

- Harris reported that the personnel count remains the same at 113, and includes 82 Firefighters, 18 Rehab Technicians, 3 Fire Corps, and 10 Junior Firefighters.
- Harris noted that he and Captain Hellenbrand, from MIPD, were interviewed recently on Wisconsin Public Radio related to the drone.
- Harris showed video of the recent house training burn. Harris noted they were able to use a transitional room attack using Ultra High Pressure (UHP) and knocked down the fire using only about two gallons of water.

- Harris noted that he has received some preliminary reports from the Alcohol, Tobacco, & Fire Arms (ATF) Fire Protection Engineer related to the recent ATF study burns done in Downers Grove, IL. The Engineer will be flying to Middleton in the next month or so to look through data and possibly do one more training burn.
- Harris showed a video that will possibly be used as a public service announcement promoting the use of smoke detectors/changing batteries.
- Harris recently met with the President of the National Fire Protection Agency (NFPA) and Attorney Stittleburg regarding UHP and training program.
- Harris showed photos of the recent 4th of July parades that the MIFD participated in across our District and also the Freedom Fest in the Town of Middleton.
- Harris had video of the coin toss today in preparation for the Battle of the Badges between the MIFD and the Middleton Police Department in honor of Jackson Pagel.

6. MIFD Operations Report

- Harris reported on the following notable activities:
 - Showed video of a lightning strike incident in the Town of Middleton, MIFD personnel thoroughly investigated and inspected the home to make the homeowner comfortable and feel safe.
 - Showed a photo of a vehicle fire in the Town of Springfield that was promptly extinguished by Firefighter Eric Porter and the ultra high pressure system.

7. Update on Drone Operation

- Harris noted that Josh Larson is researching and drafting a Standard Operating Procedure (SOP) for the Drone. Harris reported that he has been training Associates on the proper use of the drone. The MIFD is preparing to get a drone waiver from the FFA since it is needed for all governmental agencies.

8. HMA Ultra High Pressure System Memorandum Agreement (MOA). Discussion/Action

- Harris distributed a draft Memorandum Agreement between Middleton Fire District and HMA Fire LLC. A discussion followed regarding suggested changes, noted in handwriting. Motion made by Brunette and seconded by Dresen to approve the Agreement with noted changes made (attached). Motion passed.

9. Approval of Monthly Bills. Discussion/Action

- Motion made by Teal and seconded by Dresen to approve the July monthly bills. Motion passed.

10. Correspondence/Communication Update

- Roessler reported that thank you notes were received from:

General Public:

- Leukemia & Lymphoma Society for a recent donation of an auction item.
- Many kids who attended the Sauk Heights parade made homemade cards.
- Homeowner for a recent lightning strike call.

Fire Service:

- Fort Wayne Fire Dept. for observing the recent ATF test burns in Downers Grove, IL.

11. Proposal of Future Agenda Items

- Borderless Dispatching Update.

12. Motion to Adjourn

- Motion made by Brunette and seconded by Dresen to adjourn the meeting. Motion passed. Meeting adjourned at 6:46 p.m.

July 16th, 2015 Minutes submitted by Mary Roessler.



Mary Roessler
Secretary

Approved: August 20, 2015

**MEMORANDUM AGREEMENT Between
Middleton Fire District and HMA Fire LLC**

The Orbital Technologies Corporation (ORBITEC) is a product development and provider headquartered in Madison Wisconsin with a division (HMA Fire, LLC) focused on emergency response, ultra-high pressure suppressant delivery systems. Middleton Fire District is a combination fire department providing fire protection for the city of Middleton, town of Middleton and portions of the towns of Springfield and Westport.

The objective of this agreement is to engage in a collaborative working arrangement that expands the knowledge and training for proper use of ultra-high pressure fire suppression systems and capabilities throughout the fire suppression community.

Whereas the Middleton Fire District (MIFD), lead and managed by the Middleton Fire Commission, is a well-respected fire department with significant expertise and capabilities in advanced fire suppression systems including the HMA Fire Ultra High Pressure (UHP) Systems with good training facilities; and

Whereas HMA Fire is a leading developer and supplier of Ultra High Pressure fire suppression systems with its headquarters and manufacturing facilities in the city of Middleton, and

Whereas both entities agree that UHP systems are beneficial for communities similar to and more rural than the Middleton Fire District.

Therefore, both parties would like to form a long-term working relationship that helps the entire global fire industry gain knowledge and education on benefits of UHP fire suppression to help save lives, reduce risk to property damage, and increase efficiencies of suburban and rural fire departments, working together in a manner that is legal, transparent, and does not negatively impact the other party.

1) ROLES AND RESPONSIBILITIES:

- a) Each organization will remain a separate entity and will not be considered a team member of one or the other.
- b) Within the scope of this Memorandum Agreement, general Roles and Responsibilities of each party in teamed activities are as follows:
 - i) HMA Fire, shall, be responsible for the production and costs of video and media materials featuring Ultra High Pressure fire suppression systems, except that Middleton Fire District shall have final review and approval of all education and communication materials that feature, identify, or describe Middleton Fire District, its employees, agents, volunteers or representatives.
 - ii) Middleton Fire District shall, in general, be responsible for providing use of facilities (with advanced notice and permission) for training and demonstration, operational insight and feedback related to the use of HMA Fire supplied equipment, information for training and educating of other potential users of UHP systems, and approval of video/photography associated with the use of UHP systems by Middleton Fire District.
- c) HMA Fire agrees to the following:
 - i) Develop, produce and install an RRV 30 gpm at 1200-1400 psi split PTO driven system will be at no expense to the Middleton Fire District. The Middleton Fire District shall receive ownership of this system and shall provide at its cost the chassis and body described on Addendum A or a comparable chassis and body.(see addendum A)

- ii) Other UHP products requested by the Middleton Fire District will be provided at HMA Fire LLC materials and labor cost only. Three (3) additional pieces of equipment may be requested by Middleton Fire District at its discretion and if so requested will be provided at such terms under this agreement. The three (3) pieces of equipment may be provided in the 2015 -2017 calendar years and will include a UHP system for an ATV and two (2) custom skid units for pick-up type vehicles.
- d) Middleton Fire District agrees to the following
 - i) Any time a UHP product is needed by the Middleton Fire Department, HMA Fire will be allowed to quote on the product and provide competitive pricing.
 - ii) When needed, HMA Fire will be allowed access to existing video/photography, or be able to take new video or pictures (directly or through a 3rd party) related to the use of the ultra-high pressure and other fire suppression systems by the Middleton Fire District subject to 1) b) i) above.
 - iii) Provide access to facilities of the Middleton Fire Department for training and operational demonstration/test, upon approval by the MIFD and availability of the facilities and necessary personnel.
- 2) PATENTS AND INVENTIONS: Any invention made during the development and testing of the hardware described in the above scope or other activities related to this agreement shall be the property of HMA Fire who will also bear the cost of obtaining patent protection.
- 3) PROPRIETARY INFORMATION: Neither party will provide or disclose proprietary information to the other except as required by law.
- 4) ASSUMPTION OF REASONABLE COST: Each party shall bear the cost of its own performance of this Agreement.
- 5) DURATION OF AGREEMENT: This Agreement shall terminate automatically upon:
 - a) Either party no longer existing as an organization.
 - b) By either party upon 180-day written notification.
- 6) Neither party shall have any liability to the other because of such termination. The provisions of Articles 2 and 3 above shall survive any termination of this Agreement.
- 7) LIMITATION OF THIS AGREEMENT: This Agreement shall not affect nor include Orbitec/HMA Fire LLC's ability to proceed with research and development and product creation in other areas, including, but not limited to those which may overlap or appear to overlap the areas of this Agreement.
- 8) ASSIGNMENT GOVERNING LAW and MODIFICATION: This Agreement shall not be assignable by either party without the prior written consent of the other and shall not be modified by any trade usage or prior course of dealing between the parties or in any way other than by a writing signed by the party. This agreement shall be governed by the laws of the State of Wisconsin.
- 9) AGREEMENT LIMITATIONS: This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The rights and obligations of the parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profit or loss arising out of the efforts of either or both parties. Neither party shall be liable to the other for any of the costs, expenses, risks or liabilities arising out of the other's efforts in connection with the performance of this Agreement. Each party shall be responsible for providing appropriate Workers Compensation coverage for its personnel.

10) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties.

11) WARRANTY: This agreement does not grant any warranty, guarantee, or representation with respect to any exchanged information/hardware or of successful integration test either expressed or implied. Neither party shall be liable in damages, or whatever kind, as a result of the other party's reliance on of use of the information/hardware provided hereunder.

HMA FIRE LLC

By 

Name William E Carroll

Title General Manager - HMA Fire

Date 7-20-15

MIDDLETON FIRE DISTRICT

By 

Name Aaron W. Hill

Title Chief

Date 7-20-2015

Addendum A

Middleton Fire Department RRV Description

- Ford F550 chassis or equivalent (to be provided by Middleton Fire District)
- Light Rescue style body: body to be fabricated from aluminum, steel or other structural material with compartments on the street side, curb side and rear of body (to be provided by customer)
- Water tank between 100 and 200 gallons of water, 10-20 gallons of foam. (to be provided by HMA Fire)
- HMA Fire 30 gpm, 1200 to 1400 psi Hydrus© fire suppression system: system will be hydraulically powered through a PTO driven design. System will have two 30 gpm, 200 ft hand lines. System can only run in a "either/or" mode; both hand lines cannot run at the same time and achieve 30 gpm out of both hand lines. System will have automatic and manual throttle capabilities. Auto fill capabilities for water will be provided.
- System has controls in-cab and on pump panel for UHP system.
- System will have a front bumper turret that will run at 30 gpm when neither of the hand lines is operating.

Addendum B

HMA Fire, as part of the Memorandum of Agreement with MIFD, will provide the following equipment.

- Hydrus UTV 10 or 20: a 10 gpm or 20 gpm at 1200-1400 psi skid unit for \$9,000
- Two (2) Hydrus 20 Skid Unit: a 20 gpm at 1200-1400 psi skid unit with a tank sized for the cargo bed and payload rating of the selected vehicle: \$10,750 each, \$21,500 total.